CITY OF REDLANDS

CITY COUNCIL

A G E N D A

APRIL 15, 2025

MARIO SAUCEDO
Mayor

MARC SHAW
Mayor Pro Tempore

PAUL BARICH
Council Member

EDDIE TEJEDA
Council Member

DENISE DAVIS
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, APRIL 15, 2025

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 896 2789 8341**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 896 2789 8341**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

C. **Recess City Council Meeting to a Closed Session**

1. CONFERENCE WITH LEGAL COUNCIL- ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(d)(2) and (e)(3): A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency, based on the receipt of a government claim from claimant Travis Martinez threatening litigation (copy available for public inspection in City Clerk's Office).

2. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
One Case:

   a. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

3. Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Christopher Boatman)

Property:	APN 0292-063-38-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Seth Davis; Managing Director, Arixa Capital
Under Negotiation:	Terms of payment and price for possible purchase of property by the City.

4. Conference with real property negotiators - Government Code §54956.8
(Facilities and Community Services Director Crocker)

Property:	0168031120000, 0168031100000, 0168031080000, 0291201110000, 0291201170000, 0168041190000, 0168041250000, 0168041490000, 0168041600000, 0291201060000, 0291201050000, 0291201040000, 0291201030000, 0168041210000, 0168311080000, 0297111050000, 029711107000
Agency Negotiators:	Charles M. Duggan, City Manager; Tabitha Crocker, Facilities and Community Services Director
Negotiating Party:	San Bernardino County
Under Negotiation:	Terms of property transfer.

6:00 P.M.

D. **Reconvene City Council Meeting**

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

F. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. **Presentations**

1. Presentation of the National Donate Life Month proclamation to John Vancampen, One Legacy Ambassador (Mayor Saucedo)

2. Presentation on the National Day of Prayer Proclamation to Carolyn Preschern with the Inland Empire Prayer Breakfast (Mayor Saucedo)

3. Presentation of gift to the City Council by Roy Cencirulo of Sister Cities and students who visited Hino, Japan (Mayor Saucedo)

H. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

I. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

1. Approve the regular meeting minutes April 1, 2025 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the month of April, 2025 as National Donate Life Month (Mayor Saucedo)

3. Authorize issuance of a proclamation declaring May 1, 2025, as National Day of Prayer in the City of Redlands (Mayor Saucedo)

4. Adopt Resolution No. 8680 approving the City Council Member Reference Handbook (Assistant City Manager McConnell)

5. Approve Resolution No. 8678 to authorize a one-year time extension to the expiration date of Conditional Use Permit No. 1107 and associated entitlements for the adaptive reuse of a historic single-family residence as a medical clinic and pediatrician's office. The project site is located at 1605 Calvary Circle (APN: 0293-133-13-0000) (Development Services Director Desatnik)

6. Approve terminating the Non-Professional Services Agreement with Clean Infusion, LLC for cause, rejecting all bids for the Wastewater Treatment Plant Secondary Clarifier No. 1 Rehabilitation Project (Bid #20240923-FM), and directing staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

7. Approve the request for the temporary closure of E. Brockton Ave for the University of Redlands Commencement on April 25, 2025, and determine that the temporary closure of the street is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

8. Approve the request for in-kind support in the amount of $7,587 related to the Redlands Festival of Arts to be held on Saturday, May 24, and Sunday, May 25, 2025; authorize temporary street closures related to the event; approve a request for in-kind support in the amount of $7,587; authorize the sale and consumption of alcoholic beverages at the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

9. Approve a request to hold the Redlands Firefighter's Car Show event hosted by the Redlands Professional Firefighters Association on May 25, 2025, at Ed Hales Park and along East State Street and Citrus Avenue; authorize temporary street closures related to the event; approve a request for in-kind support in the amount of $16,507.00; authorize the sale and consumption of alcoholic beverages at the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

J. **Communications**

1. Discussion and possible action relating to the formation of, and appointments to, an Ad Hoc Committee of the City Council to review all charters for the City's Commissions, Boards and Committee (Mayor Pro Tem Shaw)

K. **New Business**

1. Consideration of an Amendment to a Professional Services Agreement with Holt Architects, Inc. for design and construction management services of the City's new Safety Hall Facility to increase the total agreement to an amount not to exceed $4,537,563 and an additional appropriation in the amount of $2,302,563 from the General Fund Reserve for Future Facilities (Assistant City Manager Boatman)

2. Introduction of Ordinance No. 2981 Amending Section 2.36.020 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission, adoption of Resolution No. 8674 establishing procedures for the selection of Planning Commissioners, and consideration of a determination of exemption pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

3. Consideration of the purchase and replacement of two solid waste collection vehicles from Rush Truck Centers in an amount not to exceed $968,279.76 (Facilities and Community Services Director Crocker)

4. Consideration of Resolution No. 8677 pursuant to Government Code Section 54221 declaring that certain real property located at 304 9th Street, Redlands, CA 92373 comprising approximately .48 acres (APN: 0169-321-03-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15312 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

5. Consideration of Resolution No.8679 approving the City of Redlands Personnel Rules and Regulations (Human Resources/Risk Management Director Meteau)

6. Consideration of the Public Work Construction Contract with Liftech Elevator Services for an amount not to exceed $251,000 for the A.K. Smiley Library Lower Level Revive, Phase 1 project, and determination that the project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (A.K. Smiley Library Director McCue)

7. Consideration of Resolution No. 8676 Establishing a Business License Amnesty and Compliance Program (Management Services/Finance Director Garcia)

8. Consideration of a non-competitive Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project for an amount not-to-exceed $694,473 and an additional appropriation of $444,473 and determination that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

9. Consideration of a Professional Services Agreement with Richard Brady & Associates, Inc. for the Engineering phase of the Sunset Reservoir Replacement Project, an additional appropriation of $1,305,910 from the Water Fund (501), and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

L. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

M. **Adjournment**
The next regular meeting of the City Council will be held on May 6, 2025.

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

City Council Meeting **I. 1.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes April 1, 2025 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes April 1, 2025.

Attachments

Regular Meeting Minutes of April 1, 2025

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on April 1, 2025 at 5:00 P.M.

Present: Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tempore
Paul Barich, Council Member
Eddie Tejeda, Council Member
Denise Davis, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Saucedo called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1) (City Attorney Garcia)

Two Cases:

a. Miller & Associates, LLC v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755
b. Harper v. City of Redlands, et al., U.S. District Court Central District of California, Case No. 5:23-cv-00695-SSS-KKy

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Pro Tem Shaw followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced that no reportable action was taken during the closed session.

PRESENTATIONS

Dolores Huerta Day Proclamation

Mayor Saucedo presented a Proclamation to Jenna Aquirre, declaring April 10, 2025 as Dolores Huerta Day.

Earth Day Proclamation

Council Member Davis presented a Proclamation to Linda Hamilton and other members of ANCA, declaring April 22, 2025 as Earth Day.

Arbor Day Proclamation

Mayor Saucedo presented a Proclamation to Erik Reeves, Field Services Superintendent of Facilities and Community Services, declaring April 25, 2025 as Arbor Day in the City of Redlands.

Autism Acceptance Month Proclamation

Mayor Saucedo presented a Proclamation to Regina Frazer (President), Arrissia Owen, (Vice-President), and Carren Garcia (Incoming President) from the Redlands Special Education Parent Teacher Association declaring April 2025 as Autism Acceptance Month.

Child Abuse Prevention Month Proclamation

Mayor Saucedo presented a Proclamation to Jeany Glasgow, Director of San Bernardino County Children & Family Services, declaring the month of April 2025 as Child Abuse Prevention month.

National Library Week Proclamation

Council Member Barich presented a Proclamation to Rosa Gomez, Vice President of the Library Board, Rebecca McCurdy, Friends of the Library President, and Nathan Gonzales, Library Archivist/Curator, declaring the week of April 6-12, 2025, as National Library Week. As public comment, Michael Paisner praised the work of librarians and urged the community to pay close attention to the discussions at the Redlands Unified School District Board meetings, where they have considered a policy to ban certain books from school libraries.

PUBLIC COMMENT

AQMD Rebate Program - Todd Warden, of SCAQMD, promoted various rebate programs offered by the district for garden and lawn equipment, reminding everyone that replacing older polluting equipment with electric models was a great way to help reduce air pollution.

Bicycle Classic Signs - Dennis Bell pointed out he had seen multiple Redlands Bicycle Classic signs throughout the city that were posted improperly and violated city code. He insisted the Council needs to focus on growing programs that generate revenue.

City's DefenseCounsel - Stephen Rogers questioned the city's choice of Best Best & Krieger LLP, to act as special counsel for the litigation with Coyote Aviation, since he thought there appeared to be a conflict of interest.

CONSENT CALENDAR

Minutes

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the regular meeting minutes of March 18, 2025.

Vote: 5 - 0 Passed

Child Abuse Prevention Month Proclamation

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of April 2025 as Child Abuse Prevention Month.

Vote: 5 - 0 Passed

Proclamation April 2025 as Arts, Culture, & Creativity Month

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of April 2025 as Arts, Culture, and Creativity Month.

Vote: 5 - 0 Passed

Proclamation April 2025 National Autism Acceptance Month

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of April 2025 National Autism Acceptance Month.

Vote: 5 - 0 Passed

Proclamation April 6-12, 2025 National Library Week

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the week, April 6-12, 2025, as National Library Week.

Vote: 5 - 0 Passed

Proclamation April 10, 2025 Dolores Huerta Day

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring April 10, 2025, as Dolores Huerta Day.

Vote: 5 - 0 Passed

Proclamation April 6-12, 2025 National Crime Victims' Rights Week

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring April 6-12, 2025 National Crime Victims' Rights Week.

Vote: 5 - 0 Passed

Proclamation April 22, 2025 Earth Day

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring April 22, 2025, as Earth Day.

Vote: 5 - 0 Passed

Proclamation April 25, 2025 Arbor Day

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring April 25, 2025, as Arbor Day in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation Commending Ken and Judith Stanford

Council Member Barich was pleased to recognize and commend the work of Ken and Judith Stanford for their service to the Redlands Bowl. The Stanfords have shown great devotion to the mission of the Redlands Bowl Performing Arts, have faithfully attended the Bowl for decades, and have been generous sponsors of Bowl performances for eighteen consecutive years.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation commending Ken and Judith Stanford for their service to the Redlands Bowl.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the disclosure of details of a Settlement Agreement and Release of All Claims between the City of Redlands and Milton Price. Under the terms of the agreement, the City agrees to pay Mr. Price $75,000 to settle and dispose of disputes and controversies associated with civil action in the San Bernardino Superior Court and entitled Milton Price v. City of Redlands; Case No. CIVSB 2218802.

Vote: 5 - 0 Passed

Resolution No. 8672 One-year Time Extension CRA No. 931

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously adopted, by roll call vote, Resolution No. 8672, authorizing a one-year Extension of Time to the expiration date of Commission Review & Approval No. 931, with associated entitlements, to merge two parcels into one single parcel for the construction of a 40,415 square-foot hotel with 90 guest rooms, four stories high, and related on-site improvements including parking lot, landscaping, lighting, and utilities on a 1.52-acre site. The project site is located on the south side of West Colton Avenue at Columbia Street and 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000) in the Village General (VG) District of the Transit Villages Specific Plan.

Vote: 5 - 0 Passed

Construction of Public Improvements Lien Release

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of the lien release is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the public improvements constructed at 1001 Columbia Street as complete and accepted those improvements as satisfaction of the obligation to construct public improvements required by the lien agreement entered into with the City by the owner of the property; and approved a Release of Lien for construction of improvements at 1001 Columbia Street.

Vote: 5 - 0 Passed

Resolution No. 8671 One-year Extension of Time CRA No. 950

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously adopted, by roll call vote, Resolution No. 8671 approving a one-year Extension of Time to the expiration date for Commission Review & Approval No. 950 for the construction of an RV sales, storage, and service facility on a 4.6-acre property. The approved project includes an approximately 3,000 square-foot sales office and caretaker's residence as well as an approximately 1,500 square-foot vehicle service area. The project site is located at 1060 Nevada Street (APN: 0292-063-57-0000) in the Commercial Transition (EV/TC) district of the East Valley Corridor Specific Plan.

Vote: 5 - 0 Passed

Stand-Up to Stigma 5K In-kind Request

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously determined, by roll call vote, that authorization for the items associated with Stand Up to Stigma 5k on Sunday, May 04, 2025, are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved the expenditure of city resources and in-kind support in the amount of $1,800 for the Loma Linda University Behavioral Health Institute Stand Up to Stigma 5k to be held Sunday, May 4, 2025; and authorized and approved the temporary street closures as detailed in the staff report for the Stand Up to Stigma 5k to be held Sunday, May 4, 2025.

Vote: 5 - 0 Passed

Agreement for California Street Landfill Phase 5 Expansion

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of the Agreement is exempt from environmental review pursuant to 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the agreement with Geo-Logic Associates Inc. for design, engineering, and construction support for the California Street Landfill for the Phase 5 expansion in the amount of $198,936.

Vote: 5 - 0 Passed

Amending Agreement Fire Station 262 Renovation Project

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, an amendment to the Professional Services Agreement for Architectural and Engineering Services with Wolff/Lang/Christopher Architects, Incorporated, doing business as PBK-WLC, to extend the contract term and increase the total contract amount by $50,000, bringing it to $275,000, for the completion of the Fire Station 262 Renovation Project.

Vote: 5 - 0 Passed

COMMUNICATIONS

SCAQMD Proposed Rule 1111 & Rule 1121

Mayor Pro Tem Shaw explained that his request for Council to consider taking action regarding South Coast Air Quality Management District's (SCAQMD) Proposed Amended Rule 1111 (PAR 1111) and Proposed Amended Rule 1121 (PAR 1121) was originally introduced during the March 18, 2025 meeting. The Council agreed to table the matter to allow additional time to review the revised SCAQMD proposals. The PARs seek to transition to zero-emission space and appliances, based on future effective dates when existing appliances need to be replaced.

PAR 1111, as currently proposed, after the applicable compliance date, no person shall manufacture, supply, sell, resell, offer for sale, import, or install, any furnace for use in the South Coast AQMD, that exceed the NOx emission limits. PAR 1121, as currently proposed, after the applicable compliance dates, no person shall manufacture, supply, sell, resell, offer for sale, import, or install a Water Heater for use in the South Coast AQMD that exceeds the NOx emission limits.

As public comment, Michael Krause, representing SCAQMD, reported on the recent revisions made to the proposed rules, stating the rules were not a ban on natural gas. He said any additional costs to the consumer were nominal, and he highlighted the rebate program. He requested the City hold off on a decision tonight and wait until the newest revisions are presented to San Bernardino Transportation Authority (SBCTA). Eight people, including Michael Paisner, Dick Corneille, of ANCA, Andrea Vidaurre, Yassi Kavezade, Pete Marsh, Jennifer Cardenas, of the Sierra Club, Ann Pemick, and Vanessa supported the SCAQMD proposed rules. They spoke of the need for programs that can reduce NOx emissions and addressed the importance of seeking ways to transition away from fossil fuels. They pointed out that each person must play a part in promoting a safer and cleaner community, especially because this region has the worst air pollution in the nation. Andy Hoder and Dale Broome were against the proposals, citing the rules do not promote their cause and the costs would be enormous. They wondered whether there would even be any available funding for rebates.

Council Member Davis thanked everyone who spoke. She thought that opposing the SCAQMD programs would put the City on the wrong side of history and would be in opposition to the City's Climate Action Plan. Council Members raised questions and concerns related to the overall costs, the viability of relying on one energy source, the timing of a decision and the value of waiting until the newest versions were presented to SBCTA and other agencies.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously agreed, by roll call vote, to table the matter to allow additional time to consider the revised proposals. There was consensus to wait and see how San Bernardino Transportation Authority (SBCTA) and other agencies intend to vote on the new version of Rule 1111 and Rule 1121.

Vote: 5 - 0 Passed

NEW BUSINESS

Resolution No. 8673 Naming Joslyn Senior Center Classroom

Facilities and Community Services Director Crocker introduced Resolution No. 8673 and the request to name the Joslyn Senior Center classroom in honor of Pete Serfass. The Senior Activities Advisory Board submitted recommendations to the Parks and Recreation Advisory Commission (PRC), who supported the naming, and it was recommended to the City Council. Mr. Serfass, whose legacy at the Joslyn Senior Center reflects over two decades of unparalleled service. He devoted more than 20 years to leading the center's Bridge Group, fostering camaraderie and connection among its members. He was a volunteer member of the Senior Activities Board for 10 years, and he played a pivotal role

in shaping programs and advocating for the needs of seniors.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8673, naming of the classroom at the Joslyn Senior Center in honor of Pete Serfass.

Vote: 5 - 0 Passed

PO Modification Replacement Solid Waste Rear Loader Vehicle

Facilities and Community Services Director Crocker explained the need for a $62,583.80 purchase order modification with Rush Truck Centers for a replacement solid waste rear loader vehicle, for a total purchase order amount not to exceed $1,591,059.51.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously approved, by roll call vote, the $62,583.80 purchase order modification with Rush Truck Centers for a replacement solid waste rear loader vehicle for a total purchase order amount not to exceed $1,591,059.51.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Fire Department Badge Pinning & Recognition Ceremony. - Council Members enjoyed the Fire Department's Recognition and Badge Pinning ceremony held on March 22nd and all agreed it was a great event.

Mayor Saucedo represented the City at a few ribbon-cutting events in town, participated in the League of Cal Cities subcommittee on community policy, and was honored to attend the Vietnam Veterans Memorial event held at Jennie Davis Park.

Mayor Pro Tem Shaw participated in the Chamber of Commerce Board meeting and the Leadership Redlands ribbon-cutting celebrating the "greetings" mural at Viva La Boba. He attended the League of Cal Cities divisional meeting and General Session, as well as the Public Safety Committee meeting. He also attended the Traffic and Parking Commission meeting and was proud to honor Vietnam Veterans at an event held at Jennie Davis Park.

Council Member Tejeda attended the ribbon-cutting event, hosted by the Chamber of Commerce in honor of Pink Hammer and enjoyed a ride-along with Fire Station 263.

Council Member Davis participated in a strategic planning workshop with Omnitrans, toured the Children's Museum in Rancho Cucamonga, and attended the Redlands Forum with guest speaker Dr. Nicholas Reksten of the University of Redlands, who explored the topic of what it means to have a "healthy planet".

ADJOURNMENT

There being no further action required the meeting adjourned at 7:29 P.M. The next regular meeting of the City of Redlands City Council will be held on April 15, 2025.

City Council Meeting **I. 2.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April, 2025 as National Donate Life Month (Mayor Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April, 2025 as National Donate Life Month.

Attachments

National Donate Life Month 2025

PROCLAMATION

National Donate Life Month 2025

WHEREAS, National Donate Life Month was established by Donate Life America and its partnering organizations in 2003. Observed in April each year, National Donate Life Month helps raise awareness about donation, encourages Americans to register as organ, eye, and tissue donors and to honor those that have saved lives through the gift of donation; and

WHEREAS, More than 110,000 individuals nationwide are waiting for lifesaving organ transplants and more than 23,000 Californians are currently on the national organ transplant waiting list, and on average, 22 people die each day while waiting for an organ transplant; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and

WHEREAS, in 2024, over 48,000 organ transplants were performed in the United States, marking a record-breaking year for the national transplant system; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others; and a single blood donation can help three people in need; and

WHEREAS, over nineteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaim the month of April, 2025 as National Donate Life Month in the City of Redlands and encourages its residents to check "YES" when applying for or renewing their DMV driver's license or I.D. Card at the DMV.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of April 2025.

Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring May 1, 2025, as National Day of Prayer in the City of Redlands (Mayor Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring May 1, 2025, as National Day of Prayer in the City of Redlands

---

Attachments

National Day of Prayer 2025

PROCLAMATION

National Day of Prayer

WHEREAS, Americans have long turned to prayer both in times of joy and times of sorrow. On their voyage to the New World, the earliest settlers prayed that they would "rejoice together, mourn together, labor, and suffer together, always having before our eyes our commission and community in the work;" and

WHEREAS, from that day forward, Americans have prayed as a means of uniting, guiding, and healing. In times of hardship and tragedy, and in periods of peace and prosperity, prayer has provided reassurance, sustenance, and affirmation of common purpose; and

WHEREAS, the National Day of Prayer is a tradition in this country dating back to 1775; and

WHEREAS, at a time in our nation's history when the power of prayer is needed more than ever, it is fitting that individuals come together in the community to publicly demonstrate their faith in the power of divine intercessions; and

WHEREAS, in 1988, the first Thursday in May was permanently chosen as National Day of Prayer; and

WHEREAS, the National Day of Prayer belongs to all Americans. It is a day that transcends differences, bringing together citizens from all backgrounds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim May 1, 2025, as the National Day of Prayer and urges all citizens to observe this day in keeping with their personal beliefs.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of April 2025.

Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8680 approving the City Council Member Reference Handbook (Assistant City Manager McConnell)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8680.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8680 approving the City Council Member Reference Handbook.

DISCUSSION:

The creation of a City Council Reference Handbook ("Handbook") began as part of a new onboarding experience for all city staff. Although new council members are typically introduced to the executive staff and receive overviews of the municipality's function, there was no existing comprehensive resource for new council members.

The intention of the Handbook is a compilation of existing laws, policies and practices of the City Council to serve as an orientation tool for new City Council members and as a reference manual with information concerning the municipality's governing structure, department functions, communications between city staff and elected officials, as well as the expectations of the City Council, City Manager, and City Attorney. The Handbook is a collection of City Council practices, policies and ordinances relevant to the roles and responsibilities of City Council members, as well as state laws pertaining to legislative bodies and elected officials, such as the Ralph M. Brown Act and the Political Reform Act of 1974.

The Handbook is not all-inclusive, nor does the city intend for it to supersede any local, state, or federal law. The Handbook is an evolving document, and may be amended as needed.

ALTERNATIVES:

The City Council may choose not to approve the Handbook.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Carl Baker, Public Information Officer

PREPARED BY:
Jennifer Macias, Management Analyst

Fiscal Impact

Discussion:
There is no fiscal impact of adopting Resolution 8680.

Attachments

Resolution No. 8680
Exhibit A - City Council Reference Handbook 2025 2

RESOLUTION NO. 8680

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE CITY COUNCIL MEMBER REFERENCE HANDBOOK

WHEREAS, a City Council Reference Handbook ("Handbook") has been developed to consolidate currently adopted practices and policies that facilitate and guide the City Council's performance of its duties as the legislative body of the City; and

WHEREAS, the Handbook serves as a resource for council members, to assist City Council Members in understanding their roles, responsibilities, and the procedures for carrying out their duties; and

WHEREAS, the Handbook can serve as an effective reference guide for city staff ensuring that staff can effectively support and administer the City Council's day-to-day work for the Redlands community; and

WHEREAS, if a provision of this Handbook conflicts or is inconsistent with the Redlands Municipal Code, or State or Federal law, the Code, or State or Federal law shall govern; and

WHEREAS, by this Resolution, the City Council wishes to adopt the Handbook as purposed herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council of the City of Redlands does hereby adopt the City Council Member Reference Handbook attached hereto as Exhibit "A".

Section 2. As the City of Redlands' administrative head pursuant to Section 2.04.060 of the Redlands Municipal Code, the City Manager may cause the City Council Member Reference Handbook to be updated as needed without further action by the City Council of the City of Redlands as long as the changes are consistent with the overall intent of the policy to be amended or to align with changes to the Redlands Municipal Code, State or Federal law.

Section 3. The City Council may amend the City Council Member Reference Handbook by resolution or minute action.

[SIGNATURE ON THE NEXT PAGE]

ADOPTED, SIGNED AND APPROVED THIS 15th day of April, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 15th day of April, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

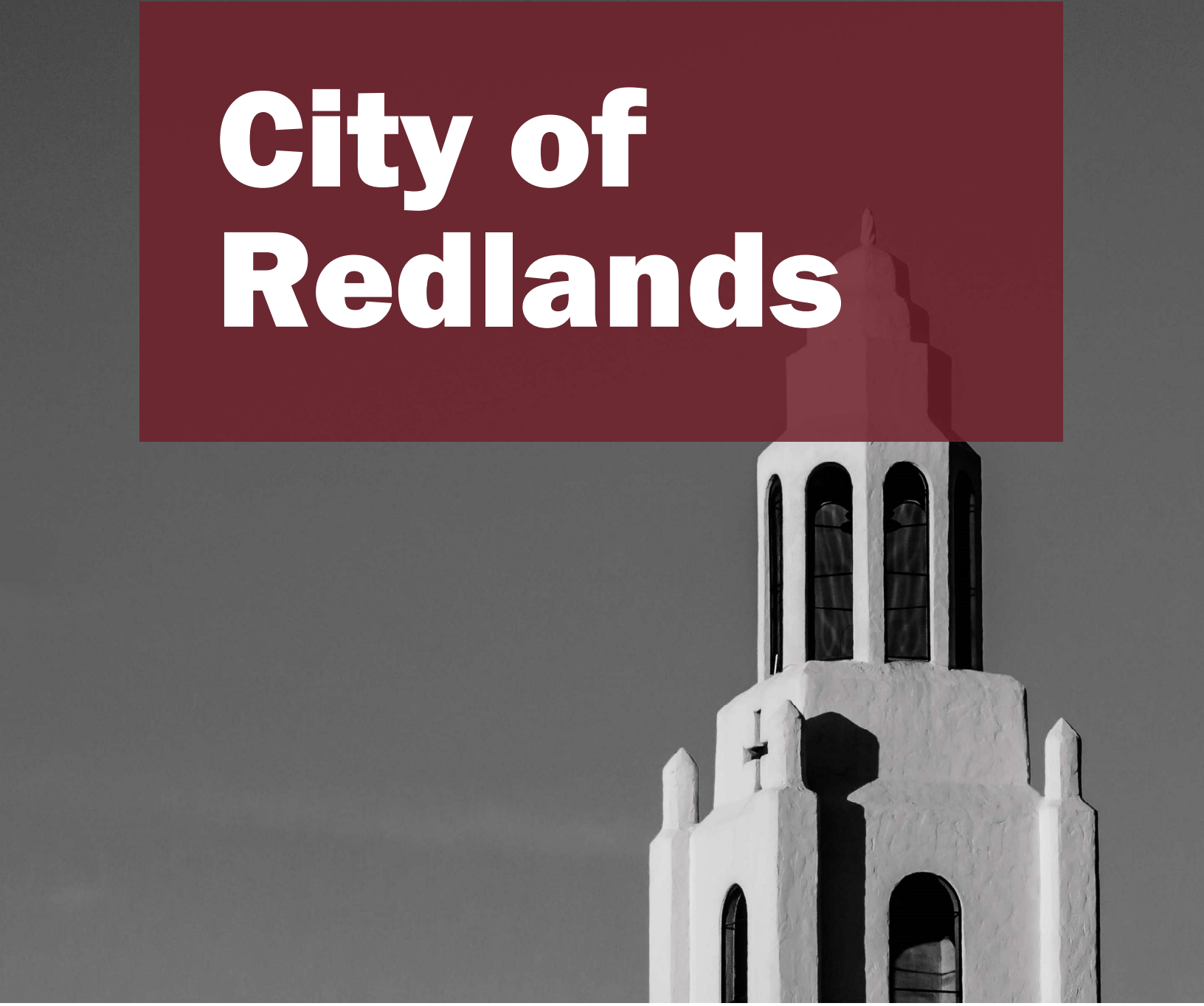
_____

Jeanne Donaldson, City Clerk

EXHIBIT A

CITY COUNCIL MEMBER REFERENCE HANDBOOK

City of Redlands



City Council Handbook

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Mission

Providing superior services to elevate the quality of life, to cultivate community and encourage a thriving economy while preparing for the future.

Vision

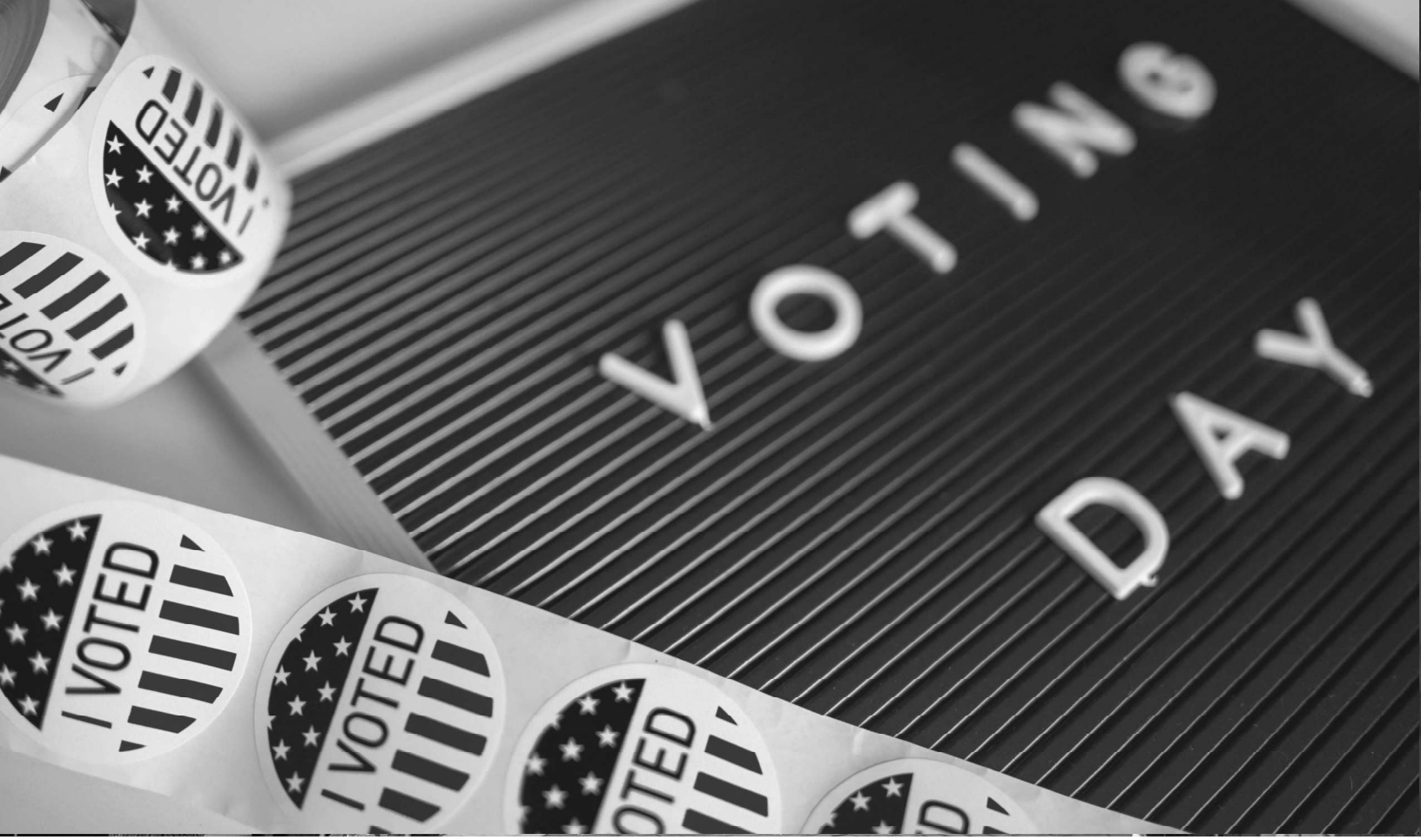
In Redlands, we envision a connected, conscientious, safe community with a small town feel in which all people and businesses thrive.

Introduction

The City Council Handbook is meant to serve as a reference document for City Council Members. The objective is to provide comprehensive orientation information for new City Council Members, and to compile and maintain operational practices for the entire Council.

The guidelines and protocols set forth herein are intended to support the inherent power and general legal authority of the City Council. A majority of the Council Members may vote to waive any of the protocols herein if they deem that there is good cause to do so based upon particular facts and circumstances.

The policies shall be amended by a majority vote of the City Council and may be amended administratively by the City Clerk's Office in order to remain current with federal, state, and local law.



1. Governance

1.1 Governmental Structure

The City of Redlands is a general law city incorporated in 1888. Pursuant to California Government Code section 34851 et seq., and Redlands Municipal Code 2.04.010, the Office of the City Manager was established, thereby creating a council-manager form of government. (Ord. No. 2893, (2019)). The council-manager form of government is a system of local government that combines the political leadership of elected officials in the form of a mayor and city council with the professional managerial experience of an appointed local government manager. In council-manager governments, the mayor and council members are the leaders and policy makers elected to represent various segments of the community and to concentrate on policy issues that are responsive to citizens' needs and wishes. The City Manager is appointed by the City Council to oversee the daily operations of the municipality.

The City Council consists of five representatives chosen by the constituency of their respective districts. The City Council shall choose one of its members as Mayor, and one of its members as Mayor pro tempore pursuant to a process set forth by separate resolution of the City Council. (Reso. No. 8508, (2024)). The Mayor presides over meetings of the Council,

and votes as a Member of the Council, but has no veto power. The Mayor and Council set policy, enact legislation, and adopt the budget under which the City operates.

1.2 City of Redlands Municipal Code

The City of Redlands is a general law city. The City Council must act within the framework of limitations and procedures established by State Law. Local laws are established by Ordinance and are set forth in the Redlands Municipal Code. The Redlands Municipal Code contains the regulatory, penal and administrative laws of general application to the City. These laws are enforceable by the City, and violations thereof can constitute a misdemeanor or an infraction. Other directives and policies of the City Council are recorded in Council Ordinances, Resolutions or by direction of the City Council at a council meeting as voted and recorded in the meeting minutes.

1.3 City of Redlands Administrative Policy Manual

The Administrative Policy Manual consolidates all administrative policies and procedures of a general or inter-departmental nature into one City document. Administrative regulations meet the following criteria: 1) are directed toward an ongoing City process or procedure; 2) are limited to one major subject area; and 3) are applicable to more than one City department. Administrative regulations are issued from the City Manager's Office. The Administrative Policy Manual will be provided to City Council members at their request.

1.4 Appointment of City Manager and City Attorney

City Manager

The City Manager shall be appointed by the City Council solely on the basis of his/her executive and administrative qualifications and ability and shall hold office at the pleasure of the City Council. The City Manager reports directly to the City Council.

Absence: In case of the absence or disability of the City Manager, the City Council may designate a duly qualified person to perform the duties of the City Manager. (Ord. No. 2893, (2019)).

Orders and Directions From Council: Individual City Council members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry to subordinate employees; and the individual City Council members shall not give orders to any subordinate of the City Manager. (Ord. No. 2893, (2019)).

Employment Agreement and Compensation: The City Manager shall be employed pursuant to written agreement, approved by the City Council, which shall provide for the City Manager's compensation, including the provisions required by Government Code sections 53243 through 54243.4 and Government Code section 53260, as such provisions may be amended from time to time, and specify such other duties and responsibilities of the City Manager in addition to those specified by this chapter. (Ord. No. 2893, (2019)).

Powers: In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his/her duty and he/she shall have the power:

A. Enforcement Of Laws, Agreements: To see that all laws and ordinances of the City are duly enforced, and that all franchises, permits and privileges granted by the City are faithfully observed;

B. Departments: To control, order and give directions to all heads of departments, subordinate officers and their respective staffs, except elective officers and their respective staffs, and to conduct studies and effect such administrative reorganization of offices, positions or units under his direction as may be indicated in the interest of efficient, effective and economical conduct of the City's business;

C. Appointments; Removals: To appoint and dismiss all subordinate appointive officers and employees, except the City Attorney; provided, however, that the City Manager shall consult with the City Council prior to, and as a condition of, the appointment of any department director. If the Offices of City Clerk and City Treasurer are made appointive, appointments to such offices shall be made by the City Council unless the City Council vests such appointing authority in the City Manager by ordinance;

D. Council Meetings: To attend all meetings of the City Council unless excused therefrom by the City Council;

E. Ordinances: To recommend to the City Council for adoption such measures and ordinances as the City Manager deems necessary or expedient;

F. Financial Advice: To keep the City Council at all times fully advised as to the financial conditions and needs of the City;

G. Budget: To prepare and submit to the City Council the biennial budget;

H. Purchases: To purchase or cause to be purchased all supplies for all of the departments or divisions of the City;

I. Investigations: To make investigation into the affairs of the City, and any department or division thereof, and any contract, or the proper performance of any obligations of the City;

J. Complaints: To investigate all complaints in relation to matters concerning the administration of the City government and in regard to the service maintained by public utilities in the City, and to see that all franchises, permits and privileges granted by the City are faithfully performed and observed;

K. Property: To exercise general supervision over all public buildings, public parks and other public property which are under the control and jurisdiction of the City Council;

L. Supervision: To supervise, in general, the operation of all departments of the City;

M. Other Duties: To perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution of the City Council;

N. Departmental Cooperation: It shall be the duty of all subordinate officers to assist the City Manager in administering the affairs of the City efficiently, economically and harmoniously. (Ord. No. 2893, (2019)).

City Attorney

The City Attorney is appointed by and reports directly to the City Council and is responsible for planning, organizing, directing, and reviewing the services of the City Attorney's Office and serving as legal advisor to the City Council, City Manager, City departments, and various City boards and commissions. The City Attorney ensures that decisions are made and policies are formulated with consideration and appreciation for possible legal consequences.

The City Attorney, with the consent of the City Manager, may enter into professional services contracts for the retention of special legal counsel to the City, consultants having expertise in the subject matter of the litigation, expert witnesses, appraisers and other persons with specialized knowledge without the prior approval of the City Council. Such contracts shall be executed by the Mayor, the Mayor Pro Tempore, or any member of the City Council in such order of availability. (Ord. No. 2797, (2014)). To the extent the contracts are disclosable public records under the California Public Records Act contained in Government Code section 7920.000, et seq., such contracts shall be filed with and maintained in the Office of the City Clerk. (Ord. No. 2797, (2014)).

1.5 City Council/City Manager Mutual Expectations

The following expectations have been agreed upon by the City Council and City Manager regarding their respective roles for the successful operation of the Council/Manager form of government. They serve as a general framework to foster a constructive working

relationship and provide new Council Members an overall outline of how the Council/Manager form of government shall operate. They may also serve as a basis for discussion to resolve potential concerns or when changes in the expectations are desired.

Expectation of City Manager

A. Promote a high level of customer service to be provided by the organization.

B. Clearly communicate to the City Council the operational impacts of policy decisions and direction.

C. Deal with the City Council, staff and community in a transparent and honest manner at all times.

D. Be responsive to Council direction and needs and keep Council Members informed of key issues, activities and ensure that there is adequate follow-up to requests. Take necessary steps to avoid surprises for the City Council in public.

E. Provide information equally to all Council Members.

F. Provide complete information regarding an issue or item. Never manipulate information in order to promote one viewpoint.

G. Ensure staff reports include alternatives, potential impacts of each alternative and staff's best recommendation.

H. Be fully committed to successfully implementing City Council's decisions, whether or not they are consistent with staff's recommendations.

I. Seek community input in planning activities on issues impacting the public and make every effort to develop a consensus on issues in which there are differing viewpoints.

J. Demonstrate and insist from all staff the highest level of ethics and integrity.

K. Be an active and visible member of the community.

L. Be an effective problem solver.

M. Provide strong leadership in the organization, but also promote participation and responsibility on the part of the executive staff in accomplishing the City's goals.

N. Promote professional development of staff in the organization.

O. Be accessible.

Expectations of the City Council

A. Recognize that the City Council is governed by the open meeting laws of the Ralph

M. Brown Act and direction is given only as a convened body. Share opinions and views, but refrain from providing direction without the participation of the full City Council. Do not individually attempt to influence the decisions or recommendations of staff.

B. Conclude discussions requiring staff follow-up or action with specific direction agreed upon by the City Council.

C. Make an effort to let staff know concerns and questions prior to public meetings so staff can be prepared to respond.

D. Share in staff's commitment to the highest ethical standards and avoid any appearances of impropriety.

E. Direct questions or requests for information to the City Manager or Department Directors only. Make requests that will require staff to prepare information to the City Manager.

F. Treat staff in a respectful manner at all times. Recognize good work by staff. Communicate any concerns involving staff to the City Manager. Refrain from criticizing staff in public.

G. Prevent disagreements with each other, the City Manager or staff from becoming personal. Commit to and support team building efforts when necessary and appropriate.

H. Provide feedback on an ongoing basis.

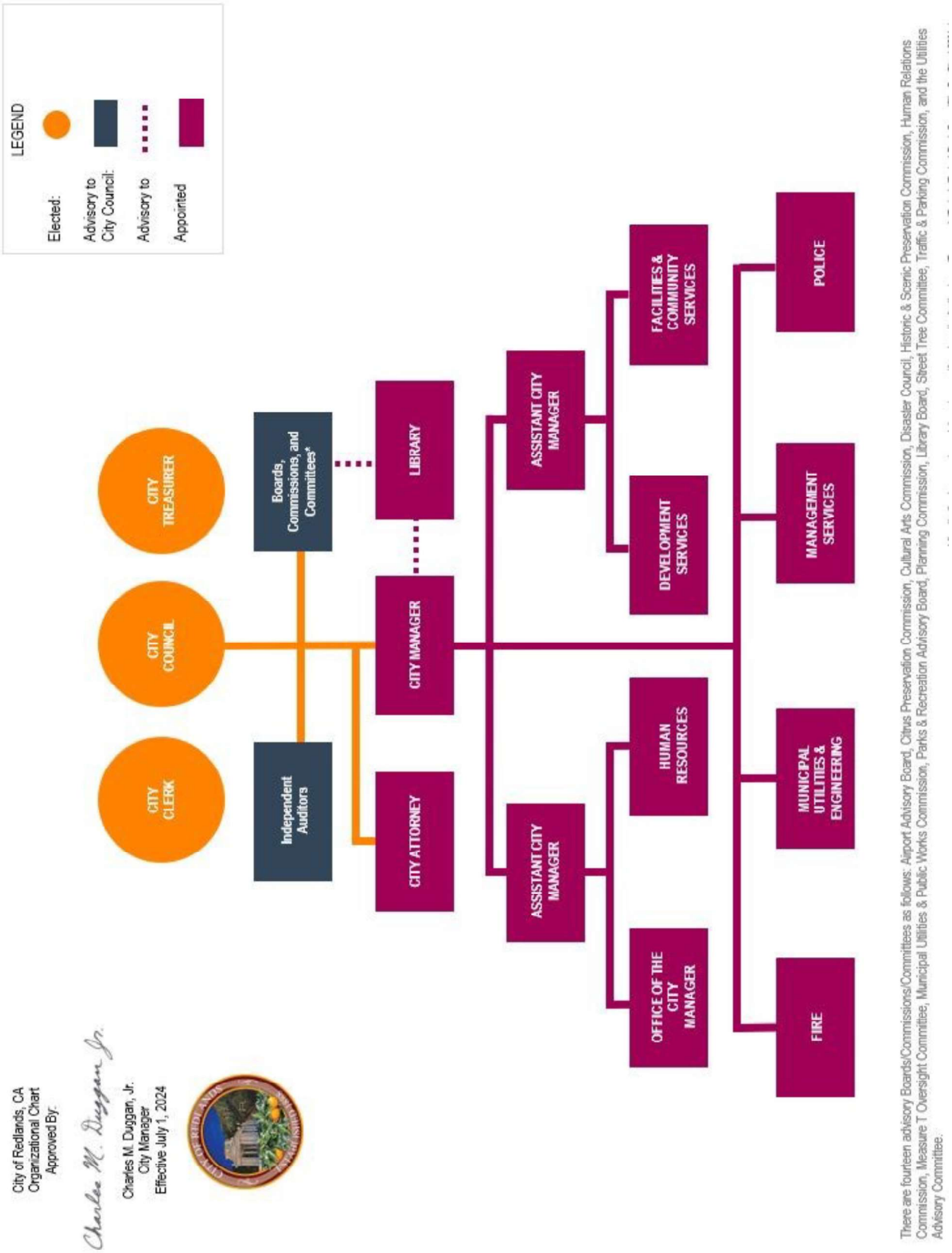
I. In addition to ongoing communications, meet individually with the City Manager at least monthly for Council Members and twice a month for the Mayor.

J. Seek and provide honesty, directness and openness.

K. Immediately communicate to the City Manager any items that are perceived not to be handled in accord with these expectations.

L. Respect staff's impartiality involving elections and campaign activities.

Organizational Chart



2. Council Organization & Duties

2.1 Newly Elected Members

Newly-elected Council Members are sworn into office generally at a meeting in December following a regular municipal election. Immediately upon election (even before being sworn into office), newly-elected Council Members are subject to the provisions of the Ralph M. Brown Act.

2.2 Appointment of Mayor and Mayor Pro Tempore

Per Resolution No. 8508 adopted December 17, 2024, the City Council shall meet after each general municipal election and choose one of its members as Mayor, and one of its members as Mayor Pro Tempore by way of council member nomination. The terms of office of the Mayor and Mayor Pro Tempore shall be for (2) years. In the event of the terms of the Council member are shortened or extended, as a result of any change in the election date for City Council members, the terms of the Mayor and Mayor Pro Tempore shall be correspondingly shortened or, in the case of an extension of the Council members' terms, the City Council shall meet and select one of its members to serve as Mayor and one of its

members as Mayor Pro Tempore for the period of time the Council members' terms are extended until the next municipal election.

The Mayor and Mayor Pro Tempore shall hold office, at the pleasure of the City Council, from the date of their selection and until their successors are chosen.

2.3 Meeting Duties of Mayor and Mayor Pro Tempore

The Mayor shall preside at the meetings of the Council and shall preserve order and decorum at all regular and special meetings of the City Council. The City Council will honor the role of the Mayor in maintaining order and decorum of the meeting. If the Mayor is absent or unable to act, the Mayor Pro Tempore shall serve until the Mayor returns or is able to act.

In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the Council to order, whereupon a temporary Chairperson shall be elected by the members of the City Council present.

2.4 Seating Order

Following the City Council reorganization, the Mayor shall designate the seating order for the Council dais. The Mayor Pro Tempore shall sit to the Mayor's left.

2.5 Representation at Ceremonial Functions

The Mayor shall represent the City Council at ceremonial functions. The Mayor may, at their own discretion, ask the Mayor Pro Tempore or another Council Member to represent the Council at the function. Voluntary attendance at ceremonial functions by Council Members is encouraged.

2.6 City Council Recognition

For the purpose of this policy, "recognition" means certificates, proclamations, awards/ plaques and other tangible tributes or honors signed or issued by the Mayor on behalf of the entire City Council for the purpose of recognizing an individual or group's civic contributions or achievements or to honor special occasions, events, celebrations and business openings. (Reso. No. 8663, (2025)).

General Provisions

All forms of recognition are signed solely by the Mayor on behalf of the entire City Council. The sponsoring Council Member will present recognition on behalf of City Council, except when absent, then the Mayor or Mayor Pro Tempore, will perform the duties. Commissioners/Board Members/Committee members may not issue any official recognition on behalf of the City or in their official capacity as commissioners or members of any board or

committee. Recognition may only be issued where there is a clear nexus or connection to the community of Redlands. Recognitions, when applicable, will only be presented at one City Council meeting. Recognition will not be issued for campaigns or events contrary to city policy, matters of politics, or for personal ideological or religious beliefs. (Reso. No. 8663, (2025)).

Proclamations:

A. Proclamations are official documents of the City Council signed by the Mayor, approved by the City Council, and prepared to commemorate or create awareness of a special occasion, event, issue, individual or organization.
B. Proclamations are placed on the agenda for City Council approval and often presented at City Council meetings.
C. Proclamations constitute endorsement by the City and should be viewed as such when being considered.
D. Requests for proclamations must be made to the City Manager's Office.
E. Requests for proclamations must be received by the City Manager's Office five (5) weeks ahead of the scheduled City Council meeting for which the proclamation is being requested for Council consideration.
F. To be considered "received", requests must include the proclamation name/title and draft text with recitals comprising a total word count of no more than 250 words in 12-point, New Times Roman font.
G. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet policy guidelines.
H. The name of the person or group who will receive the proclamation at the City Council meeting, or an address where it will be mailed, should also accompany the request though a designated recipient is not required. (Reso. No. 8663, (2025)).

Certificates:

A. Certificates are official documents of the City Council bearing the signature of the Mayor on behalf of the City Council. Certificates may be presented at City Council meetings or at offsite events without formal City Council approval.
B. Requests for certificates must be approved by the Mayor.
C. Requests must be received by the City Manager's Office two weeks ahead of when they are needed.
D. To be considered "received", requests must include all necessary information to create the certificate(s) and make it/them available for presentation.
E. Certificates may be awarded to recognize events and achievements including, but not limited to:

- Special events such as conferences, conventions, seminars, and professional celebrations.
- Milestones, achievements and celebrations.
- Academic achievements (individual, group or team). Athletic achievements (individual, group or team).
- Acts of volunteerism or service. Recognition of dignitaries or legislators representing the City.
- Honorable completion of office by an elected official or appointed advisory group member.
- New business: grand openings and ribbon cuttings.
- Any other event or achievement which, at the Mayor's discretion, merits a certificate. (Reso. No. 8663, (2025)).

Awards and Plaques:

A. Awards or plaques may be presented in order to recognize events and achievements of greater significance, including but not limited to:

- Significant acts of volunteerism or service to the community.
- Individual or organization achievement or service benefiting the City of Redlands by board members or executive officers.
- Any other event or achievement which, at the Mayor's discretion, merits a plaque or award.

B. Awards or plaques may be presented at City Council meetings or at offsite events without formal City Council approval.

C. Requests for awards or plaques must be approved by the Mayor.

D. Requests must be received by the City Manager's Office five weeks before they are needed.

E. To be considered "received", requests must include all necessary information to create the plaque(s)/awards(s) and make it/them available for presentation. (Reso. No. 8663, (2025)).

In memory of: A meeting may be adjourned in memory of an individual at the direction of the Mayor or a member of the City Council. The announcement will be made following roll call.

2.7 Execution of City Documents

Per Chapter 2.15 Execution of Documents in the Redlands Municipal Code:

A. All demands drawn on the city treasurer, all written contracts and conveyances made or entered into by the City, and all instruments requiring the City seal may be signed by the Mayor, the Mayor Pro Tempore, or any member of the City Council in such order of availability. (Ord. No. 2797, (2014)).
B. Notwithstanding subsection A of this section, to facilitate the daily operations of the City, the City Council may, from time to time, by resolution or minute action, authorize the City Manager, or the City Manager's authorized designee, to execute contracts and other written instruments and authorizations on behalf of the City. (Ord. 2797, (2014)).

2.8 Annual Events

There are a number of annual events that the Mayor and Council Members may attend or participate in, including but not limited to the following:

Downtown Christmas Tree Lighting Event

Community Center Christmas Block Party

PD Heroes and Helpers Event

PD Welcome Aboard, Promotional, and Award Ceremonies

Volunteer Celebration

Senior 5K and Health Fair

PD Coptober

City Halloween Celebration

Community Day of Service

Civics Day

Juneteenth Celebration

3. Council Administration

3.1 Ethics Training

California Government Code Section 532.35 requires that specified local agency officials receive at least two (2) hours training in ethics every two years. Local agency officials include City of Redlands elected officials. In addition, any newly elected or appointed local agency official must receive two (2) hours of ethics training within one year of taking the oath of office and once every two years thereafter. Ethics training is available through the City Clerk's Office.

3.2 Political Reform Act of 1974

The Political Reform Act of 1974 provides for 1) the comprehensive regulation of campaign financing, contributions and expenditures by candidates and ballot measure committees; 2) regulates lobbyists financial disclosures and lobbying activities; and 3) it sets out ethical rules for state and local government officials that imposes strict limits on decisions or votes that affect the official's financial interests, including an official's interests in business entities, sources of income and real property. (Government Code, Sections 81000-91015)

Conflict of Interest - General Provisions of the Law

The Political Reform Act of 1974 regulates conflicts of interest of state and local government officials through public disclosure and prohibition (recusal) from participation in decisions, which constitute conflicts of interest under the Act. The Fair Political Practices Commission is the state agency that enforces the Political Reform Act.

Council Members must disqualify themselves from making or participating in making or influencing any governmental decision that will have a foreseeable material financial effect on any economic interest of the Council Member or certain family members. Government Code Section 87105 states that a Council Member who has a conflict of interest upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter must do all of the following:

A. Publicly identify the financial interest. This must be done in enough detail for the public to understand the financial interest that creates the conflict of interest. Note: Residential street addresses do not have to be disclosed.

B. Recuse yourself from both the discussion and the vote on the matter. You must recuse yourself from all proceedings related to the matter.

C. Leave the meeting room until the matter has been completed. The matter is considered complete when there is no further discussion, vote or any other action.

Exception: If the matter is on the consent calendar, the council member must public identify their financial interest, but does not have to leave the room.

Exception: Under limited circumstances, if the council member wishes to speak during public comment, they may do so as long as they have complied with the disclosure and recusal requirements, left the meeting room and make their comments during the time the public makes its comments. Comments are limited to the matter only as it relates to the council member's personal interest. Consult with the City Attorney's Office before speaking during public comment on a matter in which recusal is required. The Political Reform Act and its regulation are complex and depend heavily on the facts of each situation. Please consult with the City Attorney's Office if there are any questions regarding the ability to participate in a decision before the City Council.

Government Code Section 1090

Government Code Section 1090 applies only to City contracts in which a public official has a financial interest. The financial interests covered by Government Code Section Section1090 are different from those in the Political Reform Act. Having an interest in a contract may preclude the City from entering into the contract at all, even if the individual

recuses him or herself from the decision. In addition, the penalties for violating Government Code Section1090 are severe and include criminal consequences and a ban from holding public office. If a Council Member believes that he or she may have any financial interest in a contract that will be before the Council, the member should immediately seek advice from the City Attorney and/or the Fair Political Practices Commission.

Gifts

Council Members should carefully consider and monitor the acceptance of "gifts" from any person or organization whether the gift be financial support, loans, event tickets or passes, meals, etc. The Fair Political Practices Commission imposes a limit on the amount an official may accept in a calendar year. Moreover, gifts may need to be reported and may present a conflict of interest when considering and/or voting on projects or issues brought before the City Council by the donor of the gift.

Event Tickets

Pursuant to City Council Resolution No. 6894, tickets (as defined in section 18944.1 of Title 2 of California Code), and passes are not considered gifts to public officials if the City distributes the tickets and passes in accordance with the adopted resolution.

Legal Advice

It is critical to note that compliance with the State's conflict of interest laws is each public official's personal responsibility. While the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. The only authority that can provide binding interpretations and possible immunity from civil or criminal liability on such matters is the Fair Political Practices Commission (FPPC). The City Attorney's Office can assist (and would encourage City Council Members to seek assistance) in formulating questions for the Commission, since the quality and utility of the response from the Commission is normally dependent upon how the question is posed.

It is also important to keep in mind that the City Attorney represents the City and City Council as a whole and not individual Council Members.

FPPC Filing Requirements

Elected officials file a Statement of Economic Interest (Form 700) to disclose certain investments, interests in real property, sources of income, gifts, loans and business positions within 30 days of assuming office; annually by April 1, covering the previous calendar year or from the last filing period, as required; and within 30 days of leaving office. Certain City commission members and designated City employees are also subject to this disclosure requirement.

Form 460 is filed semi-annually in January and July; Form 470 is filed annually in July as required by the FPPC. During an election year, candidates running for office have to meet additional filing requirements.

3.3 The Brown Act

The Ralph M. Brown Act is the state open meetings law which provides that all meetings of a legislative body, whether meetings of the City Council or its appointed advisory bodies, shall be open and public and all persons shall be permitted to attend. Notices of regular meetings must be made 72 hours prior to the meeting. Special meetings may be called by the Mayor or a majority of the City Council and must be noticed 24 hours prior to the time of the meeting. The Open & Public Guide to the Ralph M. Brown Act will be provided to all Council Members upon assuming office.

3.4 Sexual Harassment Prevention Training and Education

State law requires that elected officials who receive any type of compensation, salary, or stipend from a local agency receive at least two hours of sexual harassment prevention training and education within the first six months of taking office, and every two years thereafter (Government Code Sections 53237-53237.5).

3.5 Salaries and Benefits

As set forth in the Redlands Municipal Code Section 2.02.040, members of the City Council shall be compensated according to the following schedule:

A. When the population of Redlands is up to and including thirty five thousand (35,000) in population, three hundred dollars ($300.00) per month;

B. When the population of Redlands is over thirty five thousand (35,000) up to and including fifty thousand (50,000) in population, four hundred dollars ($400.00) per month;

C. When the population of Redlands is over fifty thousand (50,000) up to and including seventy five thousand (75,000) in population, five hundred dollars ($500.00) per month;

D. When the population of Redlands is over seventy five thousand (75,000) up to and including one hundred fifty thousand (150,000) in population, six hundred dollars ($600.00) per month. (Ord. No. 2953)).

(The population of the city shall be determined either by the last preceding federal census, or by any subsequent census, or by an estimate validated by the state of California Department of Finance. (Ord. No. 2953, (2023)).

"The compensation of city council members may be increased beyond the amount provided in section 2.02.030 of this chapter by an ordinance, or by an amendment to an ordinance, but the amount of the increase may not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance, or ordinance amendment, is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary." (RMC 2.02.030)

"Pursuant to City of Redlands Ordinance No. 2886 adopted in accordance with this section 2.02.030, and notwithstanding any other provision of this chapter, the compensation of city council members shall be fourteen hundred dollars ($1,400.00) per month, commencing with the first full City pay period after January 1, 2023. (Ord. 2953, 2023)).

3.6 Travel and Expense Reimbursement

It is the policy of the City of Redlands to reimburse Council Members for reasonable and necessary expenses incurred in connection with approved travel on behalf of the City. The City strongly encourages Council Members to book travel in advance and to utilize travel discounts when making travel arrangements. Council Members seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. (Reso No. 7938)

Reimbursement is allowed only when reimbursement has not been, or will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken. Travel includes: attendance at workshops, seminars, conventions, conferences, or other meetings of interest to the City. Reimbursement requests for travel expenses are submitted on an Expense Reimbursement Claim form signed by the designated approval authority and accompanied by the following (if applicable):

- Approved Training and Travel Request Form;
- Itemized expense receipts;
- Internet map showing route and miles traveled;
- Event brochure or flier;
- GSA Meals & Incidentals Breakdown for destination; and
- Listing of prepaid travel expenses

These forms must be submitted to the Finance Division within 60 days after the travel is completed. Forms not submitted within this time frame require exception approval from the Management Services Director or City Manager or their designee. Reimbursement of travel

expenses is based on documentation of reasonable and actual expenses supported by the original, itemized receipts. The City will reimburse travel expenses for the most efficient and economical mode of transportation.

International and out-of-state travel require prior approval by City Council. (Reso No. 7938)

Per Resolution 7938, at the council meeting following conferences and meetings attended by Council Members at the city's expense, the attending Council Member must provide a brief report, either verbally or by written report. Notice of the report shall be agendized.

4. Conducting City Council Business

The City Council meetings shall be governed by the procedures provided for in this handbook, with the exception of any special rule adopted by the City Council, or as otherwise provided by state statute. The City Attorney is designated as the parliamentarian for City Council meetings. The City Manager shall preside as the parliamentarian in the City Attorney's absence.

4.1 Time and Place of Meetings

Regular meetings of the City Council shall be the first and third Tuesday of each month at five o'clock (5:00) P.M. in the council chambers, Civic Center, 35 Cajon Street, Suite 2, Redlands, California. If any such regular meeting falls on a legal holiday, the meeting shall be held on the next city business day. (Ord. 2953, (2023)).

A special meeting may be called at any time by the presiding officer (Mayor) or by a majority of the City Council.

The Council may adjourn any regular, or special meeting, to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Brown Act.

A regular meeting may be cancelled by a majority vote of the Council or when there is lack of a quorum. Historically, it has been the Council's practice to cancel the regular meetings in August so the City Council and staff can coordinate vacation time during the summer months. In addition, the City Council generally cancels the first regular meeting in January due to the holidays and related City office closures.

The order of business for the City Council shall be as arranged by the City Manager, except for matters set at a specific time by the Council.

4.2 Attendance/Quorum

Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings. Council Members will notify the City Manager or City Clerk if they will be absent from a meeting.

Three members of the City Council shall constitute a quorum and shall be sufficient to transact business. If less than three appear at a regular meeting, the Mayor, Mayor Pro Tempore in the absence of the Mayor, any Council Member in the absence of the Mayor and Mayor Pro Tempore, or in the absence of all Council Members, the City Clerk, or his/her designee, shall adjourn the meeting to a stated day and hour or cancel the meeting due to the lack of a quorum.

Exceptions under AB 2449

In September 2022, California Governor Gavin Newsom signed California Assembly Bill 2449 (AB 2449). When implemented in January 2023, AB 2449 authorized a local agency to use teleconferencing without complying with the traditional teleconferencing requirements of the Brown Act which state:

1. Each teleconference location be identified in the notice and agenda; and

2. Each teleconference location be accessible to the public.

On February 13, 2023, City Council authorized the continued use of Zoom for City Council and Planning Commission meetings, and authorized all other commissions, boards, and committees to follow traditional Brown Act teleconferencing rules. The traditional Brown Act teleconferencing requirements may only be waived provided that at least a quorum of the members of the legislative body participate in person from a singular physical location clearly identified on the agenda, and that that location be open to the public and situated within the local agency's jurisdiction.

Until AB 2449 expires on January 1, 2026, members of the legislative body are

authorized to participate remotely under two specified circumstances, "just cause" or "emergency circumstances."

Just Cause and Emergency Circumstances Definitions & Procedures

Just Cause is defined as the following:

- Childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Council Member to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability.
- Travel while on official business of the City or another state or local agency.

To participate under the Just Cause exception, the Council Member must notify the Council at the earliest opportunity of the need to participate remotely and provide a general explanation as to which of the aforementioned categories is requiring their remote participation.

The Just Cause exception may only be invoked **twice** in a calendar year.

Emergency Circumstances is defined as a physical or family medical emergency that prevents a Council Member from attending in person.

Under the Emergency Circumstances exception, the Council Member must notify the Council at the earliest opportunity and provide a brief description of the need to teleconference under Emergency Circumstances. The Council must take a formal action approving the request. If the request does not allow for the item to be placed on the agenda, the Council may take action on the matter at the beginning of the meeting by majority vote.

AB 2302, in effect as of January 1, 2025, revised the limits for the number of times teleconferencing may be used under either circumstance based on the number of meetings the legislative body holds each month. Under AB2302 the legislative body may teleconference up to five (5) times per year, if the body meets three or more times per month.

For the City Council to operate within the parameters of AB 2449 and the teleconferencing requirements contained therein, council members must additionally adhere to the following:

- Participate through both audio and visual technology.

- Council Members participating remotely must publicly disclose at the meeting and before any action has been taken if an individual 18 years or older is present in the telecommunication location and what the relationship is to that person.

4.3 Best Practices of Civility and Civil Discourse

The City Council shall promote the use of and adherence to the principles of civility and civil discourse in conducting business with appointed and elected officials, staff, and citizens.

Council Members may ask a question for clarification, make an announcement, or report briefly on his or her activities. Council Members may also request staff to report back to the Council at a subsequent meeting concerning any matter or request that staff place a matter of business on a future agenda. Proper action will be taken by staff.

4.4 Agendas

The purpose of the agenda is to provide a framework within which Council meetings can be conducted and to effectively implement the approved Council Goals, Long Term Financial Plan and Budget, Critical Needs Action Plan and also work programs, objectives, and business of the City as established by the City Council. Agenda items may also include, but not be limited to, recommendations to the City Council from advisory bodies, public hearings for land use and zoning actions or appeals, awarding bids, contracts, agreements, and adoption of resolutions and ordinances establishing various City regulations or policies. Agenda items will be within the policy context established by the Council, the scope of existing work programs, and within the jurisdiction of the City.

For items that are of a regional, State, or Federal nature, including but not limited to proposed legislation, the item may be placed on the City Council agenda if it meets any of the following criteria:

A. Items that will result in any direct significant financial impact to the City; Items that involve new regulations, requirements or other impacts that will result in a significant impact to staff workload or adversely impact Redlands businesses or citizens;

B. Items that will create or increase a fee, tax or other charge unique to Redlands residents.

Agendas for the Council will be prepared by the City Manager's Office. The electronic City Council agenda packet, including all reports, communications, ordinances, resolutions,

contracts, documents that are available, or other matters to be considered by the City Council at the regular meeting, will be delivered to members of the City Council no later than 72 hours preceding the Tuesday Council meeting to which the agenda packet pertains.

Agenda packets for special meetings will be delivered electronically to members of the City Council no later than 24 hours preceding the date and time set for the special meeting.

Agendas shall be posted in a publicly accessible location at City Hall, 35 Cajon St. Redlands, and posted on the City website at www.cityofredlands.org

4.5 Agenda Order

The order of the Regular Meeting Agenda is generally as follows:
Call to Order
Public Comment (Closed Session Items)
Closed Session
Reconvene City Council Meeting for Open Session
Invocation and Pledge of Allegiance
Closed Session Report
Presentations
Public Comment
Consent Calendar
Communications
Public Hearings
New Business
Individual Council Member Announcements and/or Reports on Activities
Adjournment

4.6 Council Action Items

Staff Reports

Each City Council agenda business item shall have a coordinating staff report prepared by the originating department. Staff reports are written specifically for the purpose of communicating information necessary for policy and decision-making and generally includes an abbreviated summary of action, impact on financial and personnel resources, recommended action, background, analysis of issues, alternatives, advantages, disadvantages, environmental review (if applicable), public notification methods and applicability to the City's Strategic Plan.

Ordinances

Ordinances are the laws of a municipality. An ordinance generally prescribes some permanent rule of conduct that remains in force until the ordinance is repealed. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting. Except for urgency ordinances, ordinances may not be passed at a special meeting. Ordinances generally take effect 30 days following the date of adoption. The following ordinances take effect immediately: 1) Ordinances relating to an election; and 2) urgency ordinances for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency, and passed by a four- fifths vote of the City Council.

Resolutions

A Resolution expresses City Council policy or directs certain types of administrative action and may be changed by a subsequent Resolution. Resolutions are generally effective on the date of adoption.

Agreements/Contracts

Municipal government enters into contracts for many different types of goods and services. These contracts are usually written agreements that are legally binding upon the parties. Typically, agreements are entered into with the approval of the City Council or, if authorized, the City Manager.

Minute Motion

A minute action or motion is appropriate when: 1) the action is not of a penal nature or intended to be a local law; 2) an ordinance or resolution is not specifically required; or 3) a formal document reflecting the City Council's action is not necessary. The only record of such action is in the form of minutes taken of the meeting at which the action is taken.

Submitted Materials at Meetings are Public Record

Any written correspondence or other materials, when distributed to all, or a majority of all, of the members of the City Council by any person in connection with a matter subject to discussion or consideration at an open public meeting, are disclosable public records under the California Public Records Act and shall be made available upon request without delay. Writings that are public records and that are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by City staff or a member of the City Council, or after the meeting if prepared by some other person. All writings referenced herein shall be provided to and documented with a received/filed date by the City Clerk.

Minutes

The minutes serve as a permanent record of the City Council's actions. The City Clerk, or their Deputy, shall attend and prepare minutes of all public meetings of the City Council [Gov't Code Sections 36814 and 40801].

Minutes ready for Council approval shall be placed on the regular City Council meeting agenda and included in the Council packet. Minutes of Council meetings are available for review in the City Clerk's Office and online at www.cityofredlands.org.

4.7 Addressing the City Council

Each person wishing to address the Council during a City Council meeting shall proceed to the podium upon invitation by the Mayor. Speakers shall be asked to voluntarily state their name for the record, but speakers will not be required to state their name as a condition of attendance or participation. Unless further time is granted by the Mayor, (unless overruled by a majority vote of the Council), the speaker shall limit their remarks to three (3) minutes unless special circumstances exist. All remarks shall be pertinent to the subject at hand. All remarks must be addressed to the Council as a whole and not to any Member individually. No questions shall be asked of a Council Member or member of City staff without the permission of the Mayor.

In order to avoid repetitious presentations and delay in the business of the Council, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Mayor to request a spokesperson be chosen by the group to represent its position. The Mayor may, in his or her discretion, grant additional time for a speaker that has been recognized or designated by a group to present comments on their behalf.

After a motion has been made and seconded, or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so from the Mayor or a majority vote of the Council.

4.8 City Council Meeting Disruptions

The following procedure and format will be used by the City Council to address disruptive persons at a Council Meeting:

"You are hereby advised that your conduct is in violation of California Penal Code Section 403, and you are directed to be orderly and silent. Penal Code section 403 states that any person who, without authority of law, willfully disturbs or breaks up a lawfully convened meeting of the City Council is guilty of a misdemeanor. Continued disruption of this City Council meeting will result in your removal from the meeting by the officer present and you will not be permitted to return to Council Chambers for the duration of the meeting. In

addition, any continued disruption of this meeting is grounds for your being arrested and charged with a misdemeanor. Do you understand this admonition?"

If, after receiving a clear warning from the Mayor, the person persists in disturbing the meeting, the Mayor may order a brief recess of the Council to regain order.

If the person persists in disturbing the meeting, despite having been previously warned, the Mayor may order him or her to leave the Council meeting.

If the person does not depart the Council Chambers of his or her own volition, the Mayor may order any law enforcement officer who is on duty at the meeting to escort that person from the Council Chambers.

The Chief of Police or the officer present shall carry out all orders and instructions given him/her by the Mayor for the purpose of maintaining order in the Council Chambers.

Upon instructions from the Mayor, it shall be the duty of the Chief of Police or his/her representative to eject any person from the Council Chambers or place him/her under arrest or both.

As set forth in the Brown Act (Government Code Section 54957.9), in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in the section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

Any person who willfully disturbs or breaks up a Council meeting may be arrested and charged with a misdemeanor, pursuant to California Penal Code Section 403. Penal Code 403 states, "Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor." (Res 7482 2/3/2015, SB1100)

4.9 Televised and Web Streamed Meeting Coverage

All regular City Council meetings held in the City Council Chambers are broadcast live and rebroadcast on the City's government access channel, web streamed live on the City's website, and archived online for on-demand viewing. The purpose of televising and web streaming meetings of the Redlands City Council is to enhance the awareness and education of the general public regarding the actions and deliberations of the City Council.

Council coverage is not to be edited or subjected to editorial comment.

All regular City Council meetings shall be televised and web streamed, except for meetings or portions of meetings which are closed to the public, or when the Council directs otherwise.

Cameras used shall be owned by the City and operated only by City employees or persons under contract with the City.

Cameras shall be operated so that they are focused primarily on the officially recognized speaker or on Council as a body, and on any visually displayed information the speaker may be showing.

The City Clerk's minutes shall remain the official record of Council proceedings.

To assure timely information for the public, Council meeting video will be placed on the City's website as soon as possible for rebroadcast.

5. Communications

5. 1 General Communication

A fundamental role of a Council Member is communication – communication with the public to assess community opinions and needs – communication with members of the Legislature and other public agencies to represent the community's interests – and, communication with the media to inform the public about the functions of government.

Because the City Council functions as a body, i.e., acting on a majority vote, it is important that members represent the City's official position, or if expressing personal views, the public is so advised. To ensure that accurate City communications reach the public in a timely manner, the following shall apply.

5.2 Use of City Seal and City Logo

The seal and logo are considered symbols of the authority and jurisdiction of the City and, as such, are valuable assets of the City and its citizens. The City seal and logo shall be used for official purposes only and according to policies and guidelines developed by the City Manager, or as authorized by the City Council. (Reso. No. 7938)

Unauthorized use of the Official City Seal, City Logos, Badges and/or Patches for malicious, deceptive, fraudulent, or other unauthorized purposes in violation of this Chapter is declared to be a public nuisance and the City can abate or enjoin such use pursuant to the Redlands Municipal Code. Violation of this Chapter shall be an infraction or misdemeanor, as determined by the City Attorney. Nothing herein prevents the City from using any other available civil and/or criminal remedies allowed by law to protect the Official City Seal, City Logos, City Badge and/or Patch from improper or illegal use. (Ord. 2940, 2022)

5.3 Processing and Delivering of City Council Mail

The City Clerk's Office maintains a mailbox at City Hall for each member of the City Council. The City Clerk, or his/her designee and City Manager's Office staff are authorized to receive and open all mail addressed to the City Council, the Mayor and/or individual City Council Members. Said mail shall be opened and date stamped the day it was received. Letters addressed to the Mayor and/or individual City Council members will be copied to the full Council. Letters received which include issues directly related to a particular department shall be copied to the City Manager and the Department Director. Mail relating to a legal issue may also be forwarded to the City Attorney. Council Members may pick up their mail any time at City Hall. Notwithstanding mail that is time sensitive needing immediate attention, all other mail that is not picked up at City Hall will be delivered to the Council at every Council meeting.

5.4 Written Correspondence

Members of the City Council will often be called upon to write letters to citizens, businesses or other public agencies. Typically, the Mayor will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Individual members of the Council will often prepare letters for constituents in response to inquiries or to provide requested information. City letterhead is available for this purpose, and staff can assist in the preparation of such correspondence.

On occasion, members may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, members should clearly indicate either in correspondence or verbally that they are not speaking for the City Council as a whole, but for themselves as one member of Council. City letterhead and office support may be utilized in these circumstances.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While members who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official Council title, and staff support should not be utilized. In addition, City letterhead and staff support cannot be

utilized for any personal or political purposes. (Reso. No. 7938)

Council Members may use stationery, business cards, and other materials and articles printed by the City that include the Official City Seal, City Logos, Badges, and/or Patches only while acting within the scope of their office (Ord. No. 2940, 2022)).

All Council Member correspondence using City letterhead shall be copied to the full Council, the City Manager, the City Attorney, and the City Clerk. In addition, all Council correspondence to public agencies in which the Mayor or Council Member identifies themselves as such, shall be copied to the full Council.

Additionally, per Government Code section 8314(a): It is unlawful for any elected state or local officer, including any state or local appointee, employee, or consultant, to use or permit others to use public resources for a campaign activity, or personal or other purposes which are not authorized by law. "Personal purposes" is defined in the Government Code as including any outside endeavor not related to the City's business.

The intentional or negligent violation of the Government Code's restriction or the improper use of public resources may cause liability to a person for a civil penalty not to exceed $1000 per day for each day the violation occurs. If two or more persons violate the section, they each can be jointly and severally liable for the violation and penalty. (GC 8314)

Social Media: On social media, a member of a legislative body may not "respond directly" to any communication relating to a matter within the subject matter jurisdiction of that agency that is made, posted, or shared by any other member of the legislative body. Government Code §54952.2(b)(3)(A). There are other special rules under the Brown Act for use of social media by members of the legislative body. (See Brown Act Handbook)

5.5 Legislative Communications

From time to time, the City is asked by the League of California Cities or other City-affiliated organizations to take a support or oppose position on a particular piece of legislation and/or proposal. When such a request is received, the matter shall be placed on the agenda and acted upon at the next regularly scheduled City Council meeting. When a request is received necessitating a more timely response in that action is required prior to the next regularly scheduled City Council meeting, the Mayor in his/her individual capacity may sign and submit the requested communication so long as the position is consistent with the position taken by the League and/or other City-affiliated organizations and previous positions, if any, taken by the City. A copy of the communication shall be provided to the City Council.

5.6 Speaking Engagements

Council members may accept public speaking invitations.

Presentations shall clearly articulate the Council's adopted policy position.

A Council Member may indicate that their individual position differs from that which was adopted.

5.7 Media Relations

Typically, the Mayor is the designated representative of the Council to speak on official City positions.

Individual Council Members may comment to the media but should be clear about whether their comments represent the official City position or a personal viewpoint.

Generally, press releases shall be prepared and routed to the City Manager or his designee for approval before release to the media.

Police and Fire responses to, and/or press releases regarding emergencies, may be reported directly to the media by the designated department spokesperson.

5.8 Citizen Inquiries

Often a constituent will call a Council Member with a question or a complaint about a particular problem or issue. Sometimes the complaint is related to not understanding why a particular action is taken and sometimes it relates to how a service has been provided or not provided.

The most effective way for staff to ensure citizens receive a response is for the Council Member to email the City Manager's office to relay the question or complaint. Staff will take the information, coordinate with the appropriate Department, follow up with the citizen directly or provide information back to the full Council, and/or both, whichever is preferred.

5.9 Complaints Regarding Performance of Staff

Any concerns by a member of Council over the behavior or work of a City employee should be directed to the City Manager privately to ensure the concern is resolved. Council Members shall not reprimand employees directly, nor shall they communicate their concerns to anyone other than the City Manager.

5.10 Communications with Staff

The City Council and its members, except for the purpose of inquiry, shall deal with administrative services solely through the City Manager, and neither the City Council nor any member thereof shall give orders to any officer or employee of the City under the supervision of the City Manager.

In regard to questions relating to agenda items, Council Members are encouraged to contact the City Manager to ask questions for clarification prior to the meeting at which time the subject will be discussed.

5.11 Handling of Litigation/Confidential Information

Council Members shall keep all written materials and verbal information provided to them on matters that are confidential in complete confidence to ensure that the City's position is not compromised. No disclosure or mention of information in these materials shall be made to anyone other than Council Members, the City Attorney, or City Manager.

Council Members may not disclose information obtained in closed session unless authorized by a majority vote of the Council, or as otherwise required by law.

5.12 Protocol for Communications with Project Applicants

The following are informal protocol guidelines and procedures regarding meetings between developers and City Council members to discuss upcoming projects.

A. When meeting with developers/constituents on a pending project, there is always a risk of a serial meeting under the Brown Act. Serial meetings being those where there is a series of communications, of any kind, among a majority of members of a legislative body, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. A developer may become an intermediary who causes an illegal serial meeting in violation of the Brown Act. Similarly, constituents' unfamiliarity with the Brown Act can aggravate this potential problem because they may expect a Council Member to be willing to commit to a position in a private conversation in advance of a public hearing. Lastly, commitments to approve or disapprove a project outside a public hearing may require a Council Member to recuse him or herself for pre-deciding the matter in violation of the developer's due process rights. Of course, Council Members are not legally required to meet with developers or constituents regarding pending projects and may respectfully decline such meetings. A Council Member who chooses to accept such meetings with developers or constituents related to projects which will be presented at a public hearing should adhere to the following guidance:
    a. State the ground rules up front. Ask if the developer/constituent has or intends to talk with other members of the Council about the same subject; if so, make it clear that the constituent should not share your comments with other Council Members.

b. Explain to the developer/constituent that you will not make a final decision on a matter prior to the meeting. For example: "*State law prevents me from giving you a commitment outside a meeting. I will listen to what you have to say and give it consideration as I make up my mind*."
c. Do more listening and asking questions than expressing opinions.
d. If you disclose your thoughts about a matter, counsel the constituent not to share them with other members of the City Council.
e. If a constituent persists in offering information or sharing documents with you but is unwilling to testify before the whole City Council, tell the person to put the information or documents on the record by sending an email or letter to City planning staff.
f. Emails, letters and any documents you receive during communications with developers or constituents related to a project pending before the City Council should be sent to planning staff for review and/or inclusion in the City Council packets.
g. If you make a site visit with or without the applicant, or have discussions with the developer or constituents about the project, you must disclose that fact (and the contents of those discussions) on the record when the Mayor opens the public hearing on the project.

B. If any materials are provided by an applicant, the council member should provide them to the City Manager, who will forward copies to each of the other members of the City Council.

C. A Council Member may make a request to the City Manager for staff to attend a meeting if desired. If staff attends, it should be communicated to the applicant that staff is present to answer any process or technical questions. It is not appropriate for staff to participate in discussion regarding the merits of the project at such a meeting.

D. While the meeting is an appropriate opportunity to ask questions and identify issues, Council Members should refrain from stating how they intend to vote on a project and should avoid making representation or commitments regarding future actions. A vote should be based upon information presented during the public hearing and as part of the formal application process.

E. Council Members must disclose ex parte contacts with a project applicant during the public hearing and before the public speaks on the matter.

5.13 Electronic Communications Using Personal Devices

As a public official, your communications regarding City business are potentially subject to disclosure pursuant to a California Public Records Act (PRA) request, regardless of the medium used to send, receive, or store the records. In order to minimize potential risk, embarrassment, or awkward situations for yourself and for the City, please take the following into consideration when using various electronic communication methods:

A. All City business should be conducted using City communications accounts to the greatest extent feasible. Conducting work communications in this way assures that the City has a record of your communications, which can then be searched and produced in a non-invasive manner should a public records request be received. However, should you need, under limited circumstances, to use personal accounts, such as text messaging, email, or social media, to communicate with others regarding City business, please be prepared to timely search for and provide copies of work-related communications if the City receives a related PRA request.

B. Exercise tact and caution when communicating in writing regarding City business, regardless of the medium or recipient. While the PRA's definition of work-related "records" is essentially limited to communications relating to actual conduct of the City's business by an individual in their official capacity, there is no guarantee that any particular personal or seemingly incidental work-related communication will ultimately be deemed exempt from production or disclosure.

   While the law attempts to strike a balance between the public's interest in disclosure and the official's personal right to privacy, permitted exemptions from production and disclosure are rather narrow, and the City Attorney must act impartially when determining whether a record is exempt. Factors such as potential embarrassment cannot be accounted for in determining what to produce, and the City is obligated by law to err on the side of disclosure.

   Additionally, bear in mind that in the event of litigation, a subpoena for records is a more powerful tool that can potentially compel the City to produce a broader array of records, including those that would not have been produced under a PRA request.

C. Consider the appropriate platform for all work-related communications. As always, a good rule of thumb before hitting "send" is to consider how you would feel if the communication were to be reprinted in the newspaper. If a communication is sensitive enough that you would not want it to be reprinted, you are encouraged

to consider using the telephone and personal visits to communicate instead, when appropriate.

A copy of the City's Administrative Policy regarding the use of electronic communication will be provided to Council Members upon assuming office.

6. Commissions/Committees/Boards

6.1 Council Member Appointments to Local and Regional Boards, Commissions, and Committees

There are a number of local and regional boards, commissions and committees that either require a member of the City Council as the City representative or it has been established practice for a Council Member to serve as the representative. They include, but may not be limited to, the following:

- CONFIRE Board of Directors
- Inland Empire Economic Partnership
- Interagency Council on Homelessness
- League of California Cities-Legislative Task Force
- OMNITRANS
- Redlands Chamber of Commerce
- Redlands Conservancy
- Redlands Service Club Council

- San Bernardino County Solid Waste Advisory Task Force (SWAT)
- Santa Ana River Wash Committee
- San Bernardino County Transit Authority (SBCTA)
- Southern California Association of Governments (SCAG)

The City Council makes these appointments at the first regular meeting in February following a municipal election.

Appointments include selection of a primary representative and an alternate.

6.2 Description/Duties of Regionally Significant Boards and Committees

SCAG

The Southern California Association of Governments (SCAG) is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. Under federal law, SCAG is designated as a Metropolitan Planning Organization (MPO) and under state law as a Regional Transportation Planning Agency and a Council of Governments .

The SCAG region encompasses six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura) and 191 cities in an area covering more than 38,000 square miles.

The agency develops long-range regional transportation plans including sustainable communities strategy and growth forecast components, regional transportation improvement programs, regional housing needs allocations and a portion of the South Coast Air Quality management plans.

Meeting schedule: First Thursday of the month.

SBCTA

The San Bernardino County Transit Authority is statutorily designated to serve in the following capacities:

- County Transportation Commission (1976) – Allocates and programs State and Federal funds for regional transportation projects throughout the county.

- Service Authority for Freeway Emergencies (1986) – Manages the system of call boxes on major highways throughout the county.

- County Transportation Authority (1989) – Administers the voter-approved half-cent transportation sales tax and provides major transportation improvements within the county.

- Congestion Management Agency (1990) – Implements the plan for addressing congestion and air quality related to transportation facilities throughout the county.

Meeting schedule: First Wednesday of the month. Council liaisons receive $100 from SBCTA for each regular Board meeting they attend.

SBCOG

The San Bernardino County Council of Governments is comprised of representatives from 24 cities and towns that focus on regional matters affecting member agencies. SBCOG provides a forum to reduce duplication of effort and to share information. The San Bernardino County Board of Supervisors have a seat on the SBCOG Board of Directors. The governing board sets policy for SBCOG.

Meeting schedule: First Wednesday of the month as needed. Council liaisons receive $100 from SBCTA for each regular meeting they attend.

OMNITRANS

Omnitrans is the public transit agency serving the San Bernardino Valley. Omnitrans currently operates local and express bus routes, sbX bus rapid transit service, and Access, a paratransit service for the disabled. Omnitrans' coverage area includes 15 cities and portions of the unincorporated areas of San Bernardino County.

Meeting schedule: First Wednesday of the month. Council liaisons receive $150 from SBCTA for each meeting they attend.

CONFIRE Board of Directors

CONFIRE is a Joint Powers Authority (JPA) located in San Bernardino County, established to provide communications, dispatch, computer information systems support (IS), and geographic information systems (GIS) to CONFIRE members and contract agencies. The Board of Directors is responsible for adopting the CONFIRE budget, for establishing assessments, and for establishing overall fiscal policy. Secondly, the Board establishes overall policy direction for CONFIRE and its operation.

Meeting schedule: As needed

Santa Ana River Wash Task Force (SBVWCD)

The Santa Ana River Wash Task Force falls under the umbrella of the San Bernardino Valley Water Conservation District that ensures recharge of the Bunker Hill Groundwater Basin in an environmentally and economically responsible way, using its facilities as well as all sources of high-quality surface water, including imported and recycled water.

- The Santa Ana River Wash Task Force is comprised of agencies with projects permitted by the Upper Santa Ana River Wash Habitat Conservation Plan (HCP). The primary goal of the HCP is to balance ground-disturbing activities of water conservation, aggregate mining, recreational activities, and other public services in the Plan Area with the conservation of natural communities and populations of special-status plant and animal species.

Meeting schedule: As needed.

Regional Recycled Water Committee (SBVWMD)

The Regional Recycled Water Committee falls under the umbrella of the San Bernardino Valley Municipal Water District (Valley District). Valley District imports water into the service area through participation in the State Water Project and manages groundwater storage within its boundaries. Valley District does not deliver water directly to retail water customers.

- Valley District's Regional Recycled Water Committee meets quarterly to discuss the development of regional recycled water in Valley District's service area.

San Bernardino County Solid Waste Advisory Task Force

The Solid Waste Advisory Task-Force (SWAT) of San Bernardino County carries out the responsibilities mandated by the State of California through AB 939 that include:

- Enacting plans and implementing programs to divert 25 percent of their solid waste by 1995 and 50 percent by year 2000. Later legislation mandates the 50 percent diversion requirement be achieved every year.

- SWAT may also consider and make recommendations to the County on such other solid waste related matters as they may deem appropriate

League of California Cities (Cal Cities)

Cal Cities defends and expands local control through advocacy efforts in the Legislature, at the ballot box, in the courts, and through strategic outreach that informs and

educates the public, policymakers, and opinion leaders.

- The League of California Cities: Legislative Task Force responsibility is to collaborate with member cities of the Inland Empire division to discuss legislation that is directly impacting the Inland Empire.

6.3 Appointment of Primary Voting Delegate and Alternate to National League of Cities and/or League of California Cities Annual Conferences

The City Council shall appoint a voting delegate and an alternate to serve as the voting delegate for all League of California Cities annual business meetings. However, if the Mayor or a Council Member serves on the League of California Cities (LOCC) Executive Board of Directors, the LOCC Channel Counties Division Board of Directors, or in any other League capacity, priority shall be given to that individual to be designated as the Voting Delegate. In the event that this individual does not attend, the Council shall appoint a voting delegate and alternate

6.4 City Commissions/Committees/Boards

The City Council shall appoint committees as deemed necessary for the proper conduct of City business. No committee or subcommittee shall include in its membership more than two (2) Council Members.

Role: The role of each board is to advise the City Council regarding areas of interest assigned to it by Federal, State, and local law. Except on those infrequent matters where the board has the legal authority to make decisions, the advisory role shall be paramount. (Resolution No. 4783, 1991)).

The boards' advisory function does not include the assignment of time-consuming tasks to City staff or the development of new projects or programs without Council approval, nor does it suggest budgetary or day-to-day administrative responsibilities unless specifically assigned by the City Council (Resolution No. 4783, 1991)).

Council liaison: The Council will designate one of its members to serve as liaison between each board and the Council. The liaison Council Member may attend board meetings similar to any other member of the public. (Resolution No. 4783, 1991)).

Staff liaison: shall be assigned to boards by the City Manager as City resources permit. Staff liaison shall prepare agendas, taking into account board requests consistent with Resolution Number 4783. Staff shall also draft summary minutes for board review reflecting the sense of the board's discussion and any specific recommendations made.

Appointment: Pursuant to Council Resolution, appointments to the board/commissions/ committees shall be made by the Mayor with the consent of City Council. The City of Redlands has 13 advisory Boards/Commissions/Committees. Those are:

- Airport Advisory Board
- Citrus Preservation Commission
- Cultural Arts Commission
- Historic and Scenic Preservation Commission
- Human Relations Commission
- Measure T Oversight Committee
- Municipal Utilities and Public Works Commission
- Parks and Recreation Advisory Board
- Planning Commission
- Library Board
- Street Tree Committee
- Traffic and Parking Commission
- Utilities Advisory Committee

Pursuant to 2.52.050 of the Redlands Municipal Code, the Disaster Council shall consist of the following:

A. The Mayor of the City, who shall be chairperson;

B. The City Manager of the City, who shall serve as the director of emergency services, and who shall be vice chairperson;

C. The emergency services chief who shall coordinate all emergency services for the City and is provided for in the current plan of the City;

D. The disaster council of the City of Redlands shall consist of existing groups that support a strong team merging sectors of the community including elected officials, emergency management, first responders, volunteer services, major industry and commercial, healthcare and education;

E. A citizens corps council shall be created as a subgroup of the Disaster Council. The citizens corps council will utilize members of the Disaster Council for the management of existing volunteer resources defined by the council, to leverage mutually supportive endeavors among the represented groups, and to direct overall

local plans to implement citizens corps in the community. This council will have the lead role in implementing citizen corp groups within the City of Redlands. (Ord. 2547 § 1, 2003: Ord. 2485 § 2, 2002)

It shall be the duty of the City Disaster Council, and it is empowered, to develop and recommend for adoption by the City Council emergency and mutual aid plans and agreements. (Prior code § 45201). The Disaster Council shall meet upon call of the chairman or, in his absence from the City or inability to call such meeting, upon call of the vice chairman. (Prior code § 45202).

Application: Those seeking appointment to a Commission/Board/Committee must submit an application to the City Manager's Office. Those Commission/Board/Committee members whose terms have expired and are interested and eligible to serve an additional term, must convey their desire for reappointment to the City staff liaison as terms do not automatically renew. Members must be in good standing, having completed all applicable training, to be considered for reappointment. Additionally, the City Manager's Office will notify the public that a vacancy exists, and solicit applications.

Applications shall remain valid and on file for one year.

Following Council appointment, the new Commission/Board/Committee member will be notified by the City Manager's Office via letter of the appointment. Human Resources will coordinate all City required training (Resolution 7206, 2012). Copies of the letter and completed application form(s) will be forwarded to the appropriate staff liaison, who will contact the successful member(s) regarding meeting dates, times and responsibilities.

Removal: A person appointed by the City Council to a Commission/Board/ Committee shall continue to serve as a member thereof except when:

A. The person's term of office expires and a different person has been appointed.

B. The person voluntarily resigns from the Commission /Board/Committee.

C. The person no longer meets the eligibility requirements.

D. The person fails to attend three (3) consecutive meetings of the Commission and does not have prior approval for said absences by way of a majority action of the City Council.

E. A majority of the City Council determines the member shall be removed.

Any member of the City Council may initiate a person's removal from a Commission by requesting that consideration of the person's removal be placed on the Council's agenda at

a regular or special meeting for discussion and potential action. The City Clerk shall notify the person affected of the time and place of the meeting. When the item is on the City Council agenda, the City Council may, by majority vote, remove the person from a Commission.

Annual Report

Each City advisory board and commission established by the City Council shall submit to the City Council an annual progress report and recommended implementing tasks to achieve its goals for the succeeding year by January 31 of each year. Such implementing tasks shall be developed in consultation with the City staff and Council Member liaisons. (Resolution No. 6757, 2008)).

6.5 Community Organizations

Redlands Chamber of Commerce

The Chamber's programs and activities are focused on three main themes: business promotion and assistance, community development and community promotion. It has been the City's practice to have staff attend the Chamber's monthly events to provide updates on City business that might affect or be of interest to Chamber members. It has also been the custom for City Council Members to attend the monthly meeting in an alternating schedule among themselves.

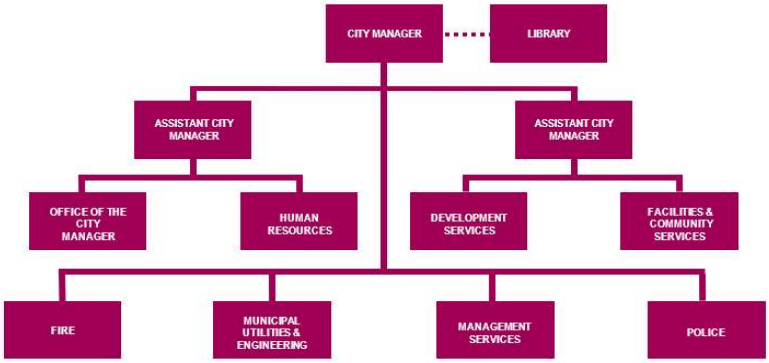
Redlands Service Club Council

The Redlands Service Club Council (RSCC) accepted its charter and mission statement in January of 2009. The purpose of the organization is to offer assistance to the City through cooperative work projects and capital improvements. RSCC works closely with the Facilities and Community Services Department to organize the annual Community Day of Service. The annual event is an opportunity for citizens to reinvest in beautifying the City by volunteering their energy and effort in specific local projects. The group is comprised of a multitude of groups, most being non-profit and charitable organizations. City Council members, and various department directors attend the event each year. Additionally, City field staff is onsite throughout the duration of the workday to assist with staging and cleanup outside of the workday hours. On average there are three to five project sites throughout Redlands, past workdays have drawn in hundreds to thousands of volunteers from the community each year.

7. City Departments

The City Manager provides direction and leadership for the effective administration and operation of all municipal services for the City of Redlands as directed by the City Council. Operating under the traditional Council-Manager form of government, the City Manager is appointed by the five-member City Council and is responsible for the day-to-day operations of the City.

While the City Manager maintains oversight and offers guidance to all department heads, to better facilitate the monitoring of progress made toward achieving goals and objectives, the following reporting structure is in place:



7.1 City Manager's Office

The City Manager's Office is committed to developing a culture of innovation by integrating strategic management and best practices into government operations. By doing so, the organization continually improves performance, maximizes efficiencies, and creates value for the tax dollar. The City Manager's Office leadership team includes two Assistant City Managers and a Public Information Officer.

Beneath the umbrella of the City Manager's Office fall the divisions of Communications and Community Relations, and Grants Coordinating.

Communications and Community Relations Division

The Communications and Community Relations Division of the City Manager's office oversees the City's communication and community outreach initiatives, including social media platforms, government access television and video production, media relations and other outreach. The Communications and Community Relations Office is responsive to the public and the media and provides service internally to City staff and elected officials. The division educates and informs residents, visitors and businesses about City programs, services and events. Using targeted communication strategies in cooperation with other City departments, the division engages the community in the governmental process, facilitates transparency, and increases participation in City programs and activities to strengthen quality of life and support City programs and goals. Included in the division is Redlands TV (RTV), the City's government access cable TV facilities and operation. RTV televises and records live events, such as City Council and Planning Commission meetings, provides a Community Events Bulletin Board, and creates or facilitates original informational videos highlighting City services and programs. RTV programming is available to cable television subscribers through Spectrum (Channel 3) and Frontier Communications (Channel 35).

Grants Coordinating

The Grants Coordinating office was established in September 2021 as a division of the City Manager's Office. The division is responsible for working with departments throughout the City and researching grant opportunities to determine applicability, preparing grant applications, compiling proposed project information, and aligning project needs with funder goals. The division monitors grant activity, composes and submits quarterly grant reports on project progress and is responsible for submitting all final close-out grant materials.

7.2 Human Resources

The Human Resources team works collaboratively to develop and administer programs that are designed to increase the effectiveness of staff and the organization. The division

provides the full range of human resource services to all City departments, and where applicable, residents and visitors to our community. The primary functions of this division include recruitment and selection, employee benefits administration, wellness, performance management, training, organizational development, personnel data maintenance, volunteer management, State and Federal reporting, MOU (Memorandum of Understanding) administration, employee assistance, and labor and employee relations.

Training Division

The Training Division is responsible for coordination and oversight of citywide employee training. Focus is directed toward employee development that will apply throughout all levels of the organization to meet necessary skills and provide a network of mentoring and leadership training.

Risk Management

The Risk Management Division identifies, assesses, and controls risk to the City and ensures a safe and secure work environment. The division manages the processing of all property and general liability claims filed against the City. The division also establishes the City's insurance needs and works with the City's broker to procure appropriate levels of insurance coverage for property and general liability, workers compensation, crime, and various other policies.

The City contracts with a third-party administrator (TPA) that ensures compliance with all regulations regarding the administration and investigation of all claims. The TPA coordinates with the Risk Management staff, City Attorney, City Manager, and City Council as needed.

Worker's Compensation

The City of Redlands is self-insured for its Workers' Compensation and contracts with a third-party administrator (TPA) whose focus is to keep abreast of the continually changing Workers' Compensation laws and regulations, ensure the City maintains compliance with these changes, and, most importantly, facilitate the care needed to return the employee to their pre-injury status. The Workers' Compensation program provides employee treatment through a wide network of healthcare practitioners. In an effort to reach the goal of returning an employee to their pre-injury productivity, the City, whenever possible, provides modified duty. Modified duty allows the employee to remain an active and productive member of the organization while still recuperating from their injury.

Safety

Employee safety is an organizational responsibility first and foremost, but also a personal responsibility. The Safety Division of the Human Resources Division is responsible

for providing the tools and information necessary for each City division to function at its optimal safety level. To this end we facilitate the training our employees are required to maintain in order to continue working in compliance with OSHA and other regulatory agencies.

7.3 Development Services Department

The Development Services Department is responsible for reviewing development projects and ensuring that they are appropriately zoned and meet all State and local development standards. The department endeavors to enhance and protect the urban and natural environment of the City of Redlands ensuring the City remains an ideal place to live and work.

Economic Development

The Economic Development Division administers a variety of economic development programs and services that support businesses and residents in the City of Redlands. Division staff is involved in business attraction and retention activities, City/Chamber and regional collaborative efforts, business networking, marketing, workforce development, tourism, and project support.

Building and Safety

The Building and Safety Division administers California codes and City ordinances to safeguard life, health, property, and public welfare by regulating the design, construction, accessibility, quality of materials, flood protection, use, occupancy, location, and maintenance of all buildings and structures within the City of Redlands. This includes plan review of proposed buildings and structures; on-site inspections to ensure compliance; complaint investigation and enforcement; disaster emergency response; maintenance, storage and retrieval of building records and; coordination with other government agencies.

Land Use Engineering

Land Use Engineering works hand-in-hand with developers and staff in the Planning Division to achieve excellence in the design and construction of development projects in the City.

Planning

The Planning Division performs current and advanced planning functions which include: processing land development applications; responding to land use inquiries from residents, business owners, and development professionals; maintenance and updates of the General Plan, the Housing Element, various specific plans, and zoning code; project management on special projects; administering contracts with consultants hired to perform environmental and

planning services; annexation requests; and providing technical and professional support to the City Council, Planning Commission, Historic & Scenic Preservation Commission, Preliminary/ Development Review Committee, and Minor Exception Permit Committee.

Grants

The Grants Program within the Development Services Department consists of the administration of the City's Community Development Block Grant (CDBG) program as well as researching, applying, securing, and administering other County, State, or Federal grant opportunities that benefit planning and community development needs. As a Participating Jurisdiction (PJ) in the County of San Bernardino's Urban County Program, the City receives an annual award from the U.S. Department of Housing and Urban Development (HUD). The County of San Bernardino administers the award on behalf of the City and retains 20% of the annual award for administrative expenses.

7.4 Facilities & Community Services Department

The Facilities and Community Services Department oversees 13 divisions, including Administration, within the City providing direct services to residents, including Solid Waste, Parks, Citrus, Recreation and Senior Services, Animal Services, Code Enforcement, Cemetery, and Airport services. The division is also responsible for maintenance of the City's equipment and physical facilities.

Building Maintenance

The Building Maintenance Division performs both routine maintenance and emergency service for all City-owned facilities. This division is utilized for a wide range of building maintenance functions including carpentry, plumbing, electrical, HVAC, painting, furniture assembly and relocation, general cleaning services, and special projects including office construction, remodeling, janitorial issues, environmental testing, and downtown holiday decorating.

Building Maintenance provides maintenance services to all City facilities totaling approximately 385,000 square feet and includes the Civic Center, three parking structures, A.K. Smiley Public Library, Lincoln Shrine, Contemporary Club, four Fire stations, Police Annex, Joslyn Senior Center, Community/Senior Center, facilities at the Corporate Yard, Redlands Airport and Hillside Memorial Park. Recently acquired facilities include 300 E. State St. (new City Hall) and 1625 W. Redlands Blvd. (new Redlands Police Department), totaling 198,139 sq. ft. of additional space.

Parks

The Parks Division is responsible for the maintenance and upkeep of approximately 800 acres consisting of 18 established parks, over 60 water well and reservoir sites, parking

lots, 14.5 acres of median strips and traffic islands throughout the City, the downtown area, and the improved I-10 Gateway. Parks Division also supplements several community facility districts and landscape maintenance districts within the City. The division also maintains more than 50,000 trees within the City's parks, medians and easements and on various City facilities and parcels. Parks Division staff also helps facilitate special events along with maintaining all of the downtown areas within the City's purview. The division also assists in the cleanup of homeless encampments, illegal dumps and graffiti abatement throughout the City.

Community Facility, Land Maintenance and Street Lighting Districts

The City established Landscape District No. 1 and Street Lighting District No. 1 in accordance with the "Landscaping and Lighting Act of 1972."

The San Bernardino County Assessor's Office collects annual assessments from affected district property owners to provide for the district's management, administration, maintenance, and operational expenses. Maintenance costs associated with the Landscape District No. 1 include water and labor costs, materials and equipment to maintain/replace trees, bushes, groundcover, and turf, and repairs for irrigation lines and irrigation control systems. Maintenance costs associated with the Street Lighting District include the cost of power to illuminate the street lights and the labor, materials, and equipment to replace burnt-out or broken street light infrastructure within these districts.

The revenues collected through the assessments in both districts have not been adequate to cover the cost of providing high levels of maintenance. As a result, General Fund revenues have been used to subsidize the cost of providing these services. The intent of a maintenance district is to provide adequate funding to support all necessary maintenance services within its boundaries. Services provided will be minimized to a level supported by the annual assessments to reduce the burden on the General Fund.

Code Enforcement

The Code Enforcement Division is responsible for improving the quality of life, protecting property values, and ensuring the health and safety of our community by fair and consistent enforcement of the Redlands Municipal Code. Such enforcement activities include, but are not limited to, enforcement of codes related to property maintenance, graffiti, inoperative vehicles, unsafe conditions, unsafe buildings, unpermitted (unsafe) construction, and the eradication of neighborhood blight. The Code Enforcement Division provides a balance of providing customer service to residents concerned with municipal code violations while working to educate and gain voluntary compliance improving the quality of life and serving the entire community.

Recreation and Senior Services

The City of Redlands Recreation and Senior programs promote wellness and human

development through leisure pursuits. The division operates the Joe R. Gonzales Community Center, Ediberto and Gloria Flores Senior Center, and Joslyn Senior Center which are open to the community for a variety of educational and leisure activities. The centers feature a gymnasium, computer labs, classrooms, reading lounges, multi-purpose rooms, and kitchen facilities. In addition to manning the centers, the division also facilitates the rentals of indoor and outdoor recreation sites.

The senior services programs focus on community support and partnerships, nutrition and healthy eating, and active living. The Senior Information and Referral Services Offices are located in the Community Center at 111 W. Lugonia Ave. and offer assistance to seniors seeking housing, medical, and financial information.

Animal Services

The Animal Services Unit enforces State and Federal animal laws and City municipal codes. It also provides a variety of services to meet the needs of the community and ensure the welfare of animals. The Animal Services officers are responsible for handling stray animals on City streets, animal disturbance calls, reports of injured or aggressive animals, and animals receiving fatal injuries. The Animal Services Unit also quarantines animals after reported animal bites, investigates reports of animal abuse, and temporarily provides shelter to neglected livestock and injured wildlife.

Downtown Redlands

The Downtown Redlands Division is dedicated to ensuring the downtown is the cornerstone of the community; offering an enhanced experience of shopping and dining and at the same time making it a true destination. The division concentrates efforts on the promotion of special events, enhanced maintenance efforts, and customer service outreach for the downtown businesses. Promotional events include the Certified Farmers Market, Downtown Art Walk, Christmas Tree Lighting, annual Holiday Décor, and Entertainment Program, along with other various popular downtown events.

Solid Waste

The Solid Waste Division operates automated refuse, recycling, and green waste collection for approximately 20,300 single-family residential units. Commercial bin service is provided one to six days per week to approximately 989 customers, and commercial recycling service is provided to about 614 businesses. New commercial organic waste recycling is provided to 35 customers. Roll-off bin service is provided using 181 roll-off bins, which customers rent on a weekly basis. An un-staffed recycling drop-off center is provided at the City Yard for residents and businesses that don't otherwise have an opportunity to recycle. The Division recently implemented a Curbside Organic Waste Recycling Program that collects organic waste along with green waste for composting, in compliance with State law. As a

community service, the Solid Waste Division provides cleanup of illegal dumping, educational activities with schools, and other solid waste education, including recycling and waste reduction for Redlands residents and businesses.

Streets

The Streets division provides street cleaning and sweeping services on public roadways within the City. Cleaning actions include mechanical sweeping, debris removal, storm cleanup, and other related services. Streets are swept on a bi-monthly basis totaling 510 curb miles swept during each sweeping rotation, equating to 1,020 curb miles cleaned per month.

The division is also charged with providing for the maintenance and repair of 72 City-owned traffic signals and approximately 5,000 City-owned street lights.

Citrus

The City currently farms 22 separate citrus groves totaling approximately 184 acres. Several citrus varieties, including Navel orange, Valencia orange, Ruby Star grapefruit, and Rio grapefruit, are farmed within these groves. The department staff provides onsite repairs and maintenance as well as oversight of various contractors.

The Citrus Preservation Commission has been appointed by the City Council to advise staff and the City Council on both the technical and business matters relative to citrus grove management. Seventy acres of the City-owned groves are designated as Citrus Heritage Groves to be protected for future generations. The groves were primarily purchased with funds from Measure "O" and Park Acquisition Funds.

Cemetery

Hillside Memorial Park is a historic cemetery consisting of more than 50 acres of land. There are 11.75 acres of undeveloped land for future developments. The cemetery has performed and recorded over 32,794 interments since it was established in 1886. The cemetery conducts an average of 220 interments per year. Families who select Hillside Memorial Park as a final resting place are presented with an array of products to choose from which span from ground burials to mausoleum entombments. There are also multiple options for families who prefer cremation services.

The cemetery is an Enterprise Fund organized to produce revenue to offset expenditures. Portions of the cemetery revenues are placed into the Cemetery Perpetual Care Fund to help offset the expenses associated with future maintenance and upkeep of the cemetery grounds as well as to fund capital improvement projects.

Redlands Municipal Airport

The Aviation Division manages airfield operations and airport land leases, tie-downs, facilities and equipment. Further, the division ensures compliance with the Federal Aviation Administration and the California Department of Transportation Aeronautics Division

requirements for General Aviation airport facilities. The airport budget is an Enterprise Fund to sustain the program through airport revenue. The City Council has appointed the Airport Advisory Board to advise them on airport management matters. Oversight is provided by department staff who coordinate airport maintenance activities, grant acquisition, and administration through various department divisions.
The airport encompasses 177 acres, with 197 hangars, 25 offices, 210 tie-downs, and approximately 240 based aircraft. There are currently 14 businesses based at the airport.

Equipment Maintenance

The Equipment Maintenance Division provides service, maintenance, repairs, and safety inspections for the City of Redlands vehicles and equipment. Emphasis is placed on safety, preventive maintenance, and compliance with air quality regulations. Equipment Maintenance provides the support necessary to address fleet concerns and manage the City's fuel station. The Equipment Maintenance Division is an Internal Service Fund.

Streets and Electrical Division

The Street Division provides for the general maintenance and repair of 314 miles of streets and 90 miles of storm drains within the City. Crews respond to approximately 1,000 annual calls for routine street maintenance services.

The division also provides routine street cleaning and sweeping services on public roadways within the city. Cleaning actions include mechanical sweeping, debris removal, storm cleanup, and other related services. Streets are swept on a bi-monthly basis totaling 510 curb-miles swept during each sweeping rotation, equating to 1,020 curb-miles cleaned per month.

The division is also charged with providing the maintenance and repair of 72 city-owned traffic signals and approximately 5,000 city-owned streetlights.

7.5 Fire Department

The Redlands Fire Department is an all-risk department that provides emergency services including fire suppression; risk reduction, prevention, and education; emergency and disaster preparedness and recovery; emergency medical services; and hazardous waste mitigation.

Administrative Services

Administrative Services consists of the Fire Chief who oversees all Fire Department activities. The Redlands Fire Department operates and maintains four separate fire stations and fire headquarters. The Administrative Division is responsible for the overall management of the various programs of the department and ensures overall requirements and program goals and objectives are accomplished.

Suppression

This division operates under the direction of the Deputy Chief supported by one Senior Administrative Assistant and consists of the 54 personnel assigned to line or operational responsibilities. The department staffs four 3-person engines, one 3-person ladder truck, one 2-person paramedic squad, and one Battalion Chief per 24-hour shift.

Community Risk Reduction Division

This division operates under the direction of the Fire Chief and consists of the Fire Marshal, one Deputy Fire Marshal, one Fire Inspector, and one Administrative Assistant II. Operating under the guidelines of the California Fire Code (CFC) as adopted by the State of California and the City of Redlands, the Community Risk Reduction Division provides an all-hazards approach to life and fire safety, safeguarding the community from fire and other hazards through education, engineering, enforcement, investigation, evaluation, and analysis.

Training Program

This division operates under the direction of the Deputy Chief and consists of one Shift Battalion Chief and is supported by three Shift Captains. This team is responsible for all aspects of developing, implementing and documenting training strategies and exercises while meeting local, state, and federal requirements. This division provides training and proficiency drills in various areas such as fire suppression, emergency medical care, infection control, hazardous materials response, technical rescue, water rescue operations, and wildland-urban interface fire suppression. The Training Division is also responsible for identifying individual and department-level training needs to ensure we meet the challenges and necessities of the community we serve.

Emergency Preparedness

The Emergency Management and Preparedness Program has the task of planning and preparing all City departments, residents, and businesses for man-made and natural emergencies. The Emergency Operations Division utilizes planning, training, and exercises to continually develop and sustain the City's mitigation, preparedness, response, and recovery capabilities.

Emergency Medical Services

Overseen by the Deputy Chief, the division consists of an Emergency Medical Service Coordinator who ensures compliance with Federal, State, and County procedures and protocol.

This program is responsible for ensuring the delivery of high-level advanced life support pre-hospital care by well-trained personnel, as well as meeting the education and delivery standards required by the State of California to ensure this level of service. Paramedics

function as an extension of the emergency room doctor and, with his/her regulatory control, can administer the necessary medical treatment to stabilize a patient before transport to the hospital. Paramedics presently respond from all fire stations.

This program includes a Quality Assurance/Quality Improvement (QA/QI) program, which is required and monitored by Inland Counties Emergency Medical Agency (ICEMA). The QA/QI program is overseen by the EMS Coordinator and provides oversight to training and certification as well as protocol implementation for both EMTs and paramedics.

Household Hazardous Waste

The Household Hazardous Waste Program provides for the proper disposal of hazardous materials that might otherwise end up in landfills or wastewater treatment facilities. The program provides personnel with the proper training and equipment to properly evaluate, accept, document, and recycle household hazardous waste. The Household Hazardous Waste Program exemplifies the City of Redlands' environmentally friendly approach by collecting and recycling hazardous substances and electronic equipment. The San Bernardino County Fire Protection District now oversees and administers the Household Hazardous Waste Program and the maintenance of the facility.

7.6 A.K. Smiley Public Library

The mission of the A.K. Smiley Public Library is to inspire lifelong learning by providing free and open access to information, thereby enhancing the community of Redlands. In his speech at the dedication of the Library in 1894, Library co-founder Alfred Smiley aptly summarized our charge: "The Library is for all the people of Redlands, rich and poor, old and young, to share alike in all of its advantages." Those "advantages" continue to evolve as libraries adapt to the digital age, ranging from traditional books, periodicals, and programming to new electronic books and databases. In addition, the Library also operates the Lincoln Shrine and manages the collections for the future Museum of Redlands.

7.7 Management Services/Finance Department

The mission of the Management Services / Finance Department focuses on effective management of City finances, sound internal controls, and meaningful financial reporting. The department is also responsible for supporting automation and process efficiencies through technology and works proactively to develop, research, and recommend the best technical solutions to facilitate positive interaction with our City departments, residents, businesses, and visitors.

Finance

This division performs the functions of administration, accounting, budgeting, payroll, accounts payable, and accounts receivable. Other responsibilities of the division include administration of all City-related debts/bonds, preparation of regular financial analysis, accountability for the annual budget process and spending oversight, the performance of periodic internal audits of City operations, as well as coordination of the City's annual audit and preparation of all related reports as required by law.

Revenue

The Revenue Division has the responsibility for and authorization to collect all City monies and deposit all cash receipts in authorized banks; to maintain and balance records of receipts and disbursements; to responsibly invest City funds through secure, approved methods; to submit quarterly investment reports in compliance with the approved investment policy; and to keep and monitor deposit accounts and records for collateral pledged by banks as security for public funds. The elected City Treasurer oversees the investment responsibilities of this division.

The division issues business licenses, dog licenses, transient occupancy tax forms, yard sale permits, and parking permits (Ord. 2897 § 3, 2019) to the public. Staff provide information services at the customer service counter, the collection of payments for City utility bills, invoices, fees and permits for all City departments and investment revenue for City funds.

Innovation and Technology

The mission of the Division of Innovation and Technology is to properly align IT services in support of activities that drive service delivery to residents, visitors, businesses, and the community. Top priorities include automation of manual processes, online customer self-service, open data, and integration of City records (databases) across software applications.

Customer Service

The Customer Service Division is responsible for providing quality customer service to all City residents and utility customers. In addition, the division is responsible for billing over 22,000 utility customers for water, wastewater, solid waste, household hazardous waste and street cleaning services, totaling 78,478 services billed every two months. Utility bills are produced and mailed on a bi-monthly basis to keep operational costs to a minimum.

Purchasing and Stores

The Purchasing and Stores Division is responsible for performing the City's procurement function in accordance with the City's Municipal Code and all other applicable procedures and policies. This division is also responsible for procurement and inventory of materials and supplies in support of all City departments and handles items declared as surplus for redistribution or disposal per the City ordinance.

7.8 Municipal Utilities & Engineering Department

Municipal Utilities & Engineering Department (MUED) plans, designs, constructs, operates, and maintains Redlands' physical infrastructure for the residents and businesses in the City, making our community a desirable place to live, work, and visit.

Engineering

The City of Redlands Engineering Division provides quality engineering services for the citizens of Redlands and the private development community. Engineering reviews capital improvement projects and private development projects, and manages construction of City infrastructure improvement projects such as street rehabilitation, water and sewer main replacement, and storm drain construction.

Water

The water utility produces and distributes water through approximately 23,500 water service lines to approximately 77,800 customers within its service area. Generally, the service area includes the City of Redlands, a small portion of the City of Loma Linda, and unincorporated areas of the county (Mentone and Crafton areas), as well as the San Bernardino County Donut Hole area. The City's average daily water consumption is 20 million gallons per day (mgd), which peaks at a maximum of 35 mgd in the summer. The average consumption per capita is approximately 170 gallons per day. The water utility operates and maintains approximately 384 miles of potable pipelines, within seven pressure zones and two sub-zones, and provides a maximum storage capacity of 54.5 million gallons. The Water Division operates approximately 3,500 fire hydrants, 18 reservoirs, two surface water treatment plants, one perchlorate treatment plant, four engineered blending sites, 22 active potable groundwater production wells, and 14 booster station facilities. The City also has two interconnections established with Loma Linda and Western Heights which allows for supplemental water delivery, when needed.

Wastewater

The wastewater utility collects municipal wastewater from approximately 18,000 customers within the service area. Generally, the service area includes the City of Redlands, unincorporated areas of the county (Mentone and Crafton areas), and the San Bernardino County Donut Hole area. The wastewater utility includes the operation and maintenance of approximately 250 miles of sewer mainline, one sewer lift station, and a wastewater treatment plant capable of treating approximately 9.2 million gallons per day (mgd) of influent. The wastewater treatment plant, originally constructed in 1962, includes a water quality laboratory where routine regulatory compliance tests are performed.

Non-Potable

The city manages seven specialized water systems that distribute non-potable water. Non-potable water is water collected from ground and/or surface water sources that are not suitable for drinking but may still be ideal for other applications such as irrigation and other non-consumptive uses. One of these systems integrates recycled water, which is treated wastewater repurposed for environmentally responsible uses. These systems, drawing from twelve wells across the city, ensure optimal utilization of our water resources. The Municipal Utilities and Engineering Department (MUED) serves approximately 130 non-potable water customers, including parks and recreation areas, agricultural sites, and provides landscape irrigation for shopping centers and warehouses. Additionally, MUED operates and maintains 15 non-potable fire hydrants and approximately 38 miles of non-potable pipelines. The city actively promotes the use of non-potable and recycled water, requiring new developments to be equipped to integrate these resources, thereby enhancing our commitment to sustainability. Moreover, the city implements an advanced treatment process to recycle used water, which fulfills local needs and supports the replenishment and sustainability of our local groundwater basin.

7.9 Police Department

The Redlands Police Department is dedicated to enhancing public safety through trust, innovation, community partnership, and service excellence.

Office of the Chief of Police

The Office of the Chief of Police is comprised of the Chief, two Deputy Chiefs, one Executive Assistant, one Management Analyst, one Operations Coordinator, and a Sergeant assigned to Professional Standards. The Deputy Chiefs oversee the day-to-day operations of the department. The Chief's Executive Assistant is the community's primary point of contact for the Office, handling complex and confidential executive-level administrative and secretarial duties for the management staff. The Executive Assistant also coordinates special projects and events and maintains the department's personnel files. The Management Analyst's responsibilities include ensuring the department's needs are being met through budget development and monitoring, purchase requisitions, grant coordination, and payroll processing. The Operations Coordinator's responsibilities include the coordination of new hire background investigations for all staff and volunteer positions. The Operations Coordinator also oversees and maintains all training files and ensures that the entire department's training requirements through POST, legislative, and department mandates are met.

The Professional Standards sergeant oversees internal investigations and personnel issues and is the point of contact for the community for any inquiries and complaints.

The Records Unit consists of a supervisor and five full-time customer service representatives (CSRs) who are responsible for the maintenance and security of all criminal records, as well as processing all reports, citations, and other records produced by the various departmental units. The CSRs are also primary points of contact for the community when requesting records. Records personnel are also responsible for cross-reporting to other law enforcement agencies, the District Attorney, courts, Department of Children & Family Services, Department of Motor Vehicles, Parole, Probation, and the Department of Justice. The unit also acts as the court liaison and is responsible for the delivery of all reports to the District Attorney and courts. They are also responsible for the acceptance and service of subpoenas to officers and provide any additional investigative evidence collection, such as audio recordings, 911 tapes, photos, and videos to requesting law enforcement agencies. Additional duties include registering and keeping current accurate information on all arson and sex registrants who reside in the City of Redlands.

Patrol Services Bureau

The Patrol Services Bureau is one of the most visible units in the department as it provides 24-hour-a-day service to the residents of our community. Patrol officers respond to a wide variety of emergency and non-emergency calls for service. The Patrol Services Bureau is comprised of several sub-units, namely:

- Patrol: Patrol teams are comprised of four to seven officers including the corporal and sergeant. Seven patrol teams rotate schedules supplemented by civilian Community Service Officers (CSO).
- Reserves: The Redlands Police Department Reserve Unit is comprised of volunteers from a variety of professions who live in the City or neighboring communities.
- Explorers: The Redlands Police Department Law Enforcement Explorer Post is a career exploration program. The Explorer Post began in 1968 and has been the starting point for many future law enforcement officers. Young men and women interested in joining the program must be at least 15 years of age and no older than 21 years.
- Field Training and Evaluation Program: The Field Training and Evaluation Program is responsible for the development of recruits into competent officers. Field training officers coordinate and deliver nearly six months of training to new officers to prepare them to operate as solo police officers.
- Custody: The department contracts with Allied Universal to provide custody officers who are responsible for the booking, processing, and transportation of prisoners.

Communications Unit

The Communications Unit is often the first contact in a resident's emergency. Communications personnel interpret the individual's needs and coordinate the response of appropriate services to meet those needs. These highly trained individuals are responsible for assisting callers on more than 25 incoming telephone lines including 911 emergency, alternate emergency, business lines, and Text-to-911. In addition to answering multiple phone lines, communications personnel are tasked with dispatching calls via radio and a Computer Aided Dispatch (CAD) system. They also monitor over a dozen different radio channels. These radio channels include all of the frequencies utilized by the various units of the department, local government, and other allied agencies. The Communications Unit also utilizes a variety of cameras from various locations in town to support responding units on calls for service and by providing an additional resource to ensure site security at the various locations.

Support Services Bureau

The goal of the Support Services Bureau is to supply the necessary equipment, provisions, and support personnel to facilitate the delivery of efficient and courteous public safety services to residents of Redlands. The Support Services Bureau includes the Office of the Chief of Police and is comprised of the following additional units: Operations Manager, Records, and Fleet.

The Operations Manager oversees the Records Unit, Communications Unit, building maintenance, and fleet operations.

Community Services Bureau

The Community Services Bureau works closely with residents and business owners to prevent crime, solve problems, and enhance the quality of life of Redlands' residents. The Community Services Bureau is comprised of several sub-units, namely:

- Traffic and Special Events Unit: One Sergeant and two traffic officers are assigned to the Traffic and Special Events Unit. The sergeant is responsible for coordinating the efforts of the community service officers assigned to parking control who enforce parking standards throughout the city. The sergeant also manages all the Office of Traffic Safety (OTS) grants which encompass sobriety checkpoints, Click It or Ticket operations, additional traffic enforcement, and DUI saturation patrols during special events and holidays. In addition to traffic duties, the unit organizes traffic flow for all special events in town such as the Christmas Parade, Redlands Bicycle Classic, Run Through Redlands, Lincoln Pilgrimage Parade, high school graduation ceremonies, several triathlon/5-10 K runs and approximately 30 additional special events that are held on weekends that require traffic control. The sergeant also supervises the Citizen Volunteer Unit, the Community Policing

Unit, and the two school resource officers.

- Community Policing Unit: Two officers are assigned to the Community Policing Unit and are committed to addressing issues such as homelessness and ongoing crime problems, and they promote long-term interactions with community members and local businesses. They also spearhead department youth programs and assist in special events.
- School Resource Officers: Two officers have been assigned to work as school resource officers (SROs). The SROs work with the Redlands Unified School District to improve the safety of students and staff at the selected schools and to reduce crime committed by juveniles and young adults. One officer is assigned to each of the district's two comprehensive high schools within the City limits. Both positions are funded by the Redlands Unified School District.
- Triage, Engagement, and Support Teams (TEST): One San Bernardino County Department of Behavioral Health TEST team member is assigned to work in the Redlands Police Department to assist both community policing officers and patrol officers in providing services to residents. Triage teams specialize in crisis intervention, continuum of care, and intensive case management for individuals experiencing an urgent psychiatric health condition with up to 59 days of individualized linkage and follow-up services. The goal is to improve consumer experience by improving access to mental health services with local staff and rapid response times, allowing the consumer to possibly stay within their community by strengthening their opportunity for recovery and wellness while reducing involvement with the criminal justice system, reducing frequencies of emergency room visits and/or unnecessary hospitalization.
- Citizen Volunteers: The Department also has a Citizen Volunteer Unit consisting of hardworking men and women who have chosen to give back to their community. After a person completes the application process to join the Citizen Volunteer Unit, they complete a preparation academy. This intensive training gives them an understanding of the various components of the department and the expectations of the community. After their initial training, the CVs patrol the city in specially marked patrol units and serve as the "eyes and ears" of the department. They provide a lookout for illegal activities, carry a police radio, and are in constant contact with Dispatch and the officers on duty.

Special Services Bureau

Redlands Police Department's Special Services Bureau includes the Investigations Unit and the Special Operations Unit. The Investigations unit is responsible for conducting criminal

investigations and unresolved field investigations. Following up on the initial efforts of patrol and community service officers, the Investigations Unit's mission is to identify and apprehend those responsible for the commission of various crimes, such as homicides, sexual assaults, robberies, burglaries, thefts, aggravated assaults, and to facilitate the recovery of stolen property. The Investigations Unit is also responsible for protecting the innocent and wrongfully accused. Criminal investigations include gathering information, interviewing parties, and collecting evidence. The arrests of offenders and recovery of stolen property are accomplished through the evaluation of crime trends and patterns, the identification and location of past and probable offenders, and the utilization of modern police technology and forensic sciences.

The Investigations Unit is comprised of the following:

- Violent Crimes: This sub-unit has primary responsibility for homicides, rapes, assaults, robberies, and other acts of violence against adults.
- Special Victims: This sub-unit has primary responsibility for crimes against children or senior citizens.
- Property Crime: This sub-unit is responsible for burglaries, fraud, identity theft, vehicle theft, and other theft-related crimes.
- Internet Crime Against Children (ICAC): This sub-unit is associated with LAPD's ICAC Task Force and is responsible for investigating Internet Crimes Against Children. Reports are generated through the National Center for Missing and Exploited Children (NCMEC). NCMEC receives the reports from electronic service providers and persons who report directly on their website.
- Crime Analysis: This sub-unit has primary responsibility for analyzing crime trends, series, and patterns to increase the department's ability to investigate and apprehend criminals, as well as control crime.
- Forensics Unit: This sub-unit works closely with the Investigations Unit, other members of the Special Services Bureau, and the Patrol Services Bureau to document, collect and process evidence at a crime scene.
- Property and Evidence: This sub-unit assists by properly retaining and maintaining all property and evidence. The unit is also responsible for the transportation of items of evidence for additional processing to the San Bernardino County Sheriff's Crime Lab.

Asset Forfeiture and Grants

The Redlands Police Department receives a share of the value of all assets seized during drug-related arrests. Expenditures of these funds are intended to supplement, not

supplant, Police Department needs, including personnel, equipment, and vehicles. All expenditures follow guidelines as cited in the U.S. Department of Justice's "Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies."

The Redlands Police Department actively seeks a variety of grants to supplement operations.

List of Appendices

DATE	DESCRIPTION	ACTION
	Resolutions	
11/19/1991	A Resolution of the City Council of the City of Redlands establishing rules for advisory boards and commissions	Resolution No. 4783
11/3/2009	A Resolution of the City Council of the City of Redlands approving a policy for the distribution of event tickets and passes to City Officials.	Resolution No. 6894
7/26/2012	A Resolution of the City Council of the City of Redlands establishing the requirement for mandatory sexual harassment prevention training for City Commissioners and Committee Members	Resolution No. 7206
2/3/2015	A Resolution of the City Council of the City of Redlands establishing a protocol for resolving disturbances at public meetings	Resolution No. 7482
11/19/2019	A Resolution of the City Council of the City of Redlands adopting an expense and use public resource policy	Resolution No. 7938
12/17/2024	A Resolution of the City Council of the City of Redlands establishing the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and Repealing Reso 8414	Resolution No. 8508
3/18/2025	A Resolution of the City Council of the City of Redlands establishing a policy for City Council Proclamations, Certificates, Plaques/Awards and other recognitions that Honor the Contributions of Individuals, Organizations or Events that Benefit the Community	Resolution No. 8663
	Ordinances	
1/2/2002	An Ordinance of the City of Redlands amending chapter 2.52 of the Redlands Municipal Code relating to the City's Emergency Organization	Ordinance No. 2485
7/15/2003	An Ordinance of the City Council of the City of Redlands amending Chapter 2.52 of the Redlands Municipal Code relating to Emergency Organization	Ordinance No. 2547
3/4/2014	An Ordinance of the City of Redlands amending Chapters 2.15 and 2.16 of the Redlands Municipal Code relating to the execution of the City documents and the City's regulations governing City purchasing and the disposition of surplus personal property, respectively	Ordinance No. 2797

DATE	DESCRIPTION	ACTION
6/18/2019	An Ordinance of the City of Redlands amending Chapter 2.04 of the Redlands Municipal Code relating to the position of City Manager	Ordinance No. 2893
12/6/2022	An Ordinance of the City of Redlands, California, amending Redlands Municipal Code chapter 1.08 establishing regulations for custody and use of the City Seal, Logos, Badges, and Patches	Ordinance No. 2940
1/17/2023	An Ordinance of the City of Redlands amending Chapter 2.02 of the Redlands Municipal Code relating to the selection of Mayor and Mayor Pro Tempore and their respective terms of office	Ordinance No. 2953

City Council Meeting **I. 5.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8678 to authorize a one-year time extension to the expiration date of Conditional Use Permit No. 1107 and associated entitlements for the adaptive reuse of a historic single-family residence as a medical clinic and pediatrician's office. The project site is located at 1605 Calvary Circle (APN: 0293-133-13-0000) (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8678 to approve a one-year extension of time for Conditional Use Permit No. 1107 and associated entitlements for the property at 1605 Calvary Circle.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8678 to approve a one-year extension of time for Conditional Use Permit No. 1107, Historic Parking Modification No. 31, and associated entitlements, for the adaptive reuse of a historic single-family residence as a medical clinic and pediatrician's office located at 1605 Calvary Circle (APN: 0293-133-13-0000).

DISCUSSION:

The approved project includes rehabilitation and the adaptive reuse of an existing single-family dwelling as a pediatrician's office and includes construction of a 1,238 square-foot addition resulting in a total building size of 3,649 square-feet. The entitlements also include Variance No. 799 that approved a reduced street-side setback (for a parking lot area) as well as Historic Parking Modification No. 31 to reduce specified parking lot improvements in order to

accommodate the reuse of the property. The Council also approved Historic Designation No. 135 that added the property to the City's list of Designated Historic Resources.

The City Council approved the first Extension of Time on April 16, 2024. The approval of Conditional Use Permit No. 1107 and associated entitlements will expire on April 19, 2025, unless a building permit has been issued to commence construction of the project, or an extension of time is granted. The applicant currently has two building permits nearing approval in Plan Check; however, permits may not be issued and construction may not begin prior to April 19, 2025.

Approval of the time extension will make the new expiration date April 19, 2026, for this project. No changes to the project are proposed, and the original Conditions of Approval (see Attachment D) remain applicable for the project. Approval of a one-year time extension will provide additional time for the new property owner to continue processing the building plans currently in the plan check process.

In accordance with RMC Section 18.192.090, the City Council may grant a one-year extension of time, and not to exceed a total number of three (3) extensions. This is the applicant's second request for a time extension.

ALTERNATIVES:

The City Council may deny the request, which would result in the expiration of Conditional Use Permit No. 1107 and the associated entitlements. This would require the applicant to submit an entirely new development application.

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Service Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 24-25
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:
No fiscal impact. The applicant paid the applicable filing fee.

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: City Council staff report of 4/19/2022
Attachment C: Approved Project Plans
Attachment D: Council Resolution 8323 (with original Conditions of Approval)
Attachment E: Resolution No. 8678 (Extension of Time)

Location Map

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
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Scale

0 190 380
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 14, 2022

OneStop.mxd

Aerial

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N
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 14, 2022

OneStop.mxd

"A City That Works"

City Council Meeting **AGENDA ITEM NO. K. 1.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: GUADALUPE COBANOV, APPLICANT
(Mayor to declare meeting open as a public hearing)

PUBLIC HEARING to consider the following applications for the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000), and associated California Environmental Quality Act Exemptions:

1. **Resolution No. 8321** (**Historic Designation No. 135)** designating the property located at 1605 Calvary Circle as a Historic Resource (Historic and Scenic Resource No. 135).

2. **Resolution No. 8322** (**Specific Plan No. 40, Amendment No. 47)**, approving Amendment No. 47 to Specific Plan No. 40 to amend Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(B) (Road Standards), Section EV4.0155(A) (Special Landscaped Streets), and Section EV4.0125(2) (Setbacks and Intersections) to amend the required road right-of-way requirements for the property located at 1605 Calvary Circle.

3. **Resolution No. 8323** (**Conditional Use Permit No. 1107)** approving Conditional Use Permit No. 1107 for the adaptive reuse of the property located at 1605 Calvary Circle.

4. **Resolution No. 8324** (**Variance No. 799)** approving Variance No. 799 relating to a front yard and parking lot setback requirements for property located at 1605 Calvary Circle.

5. **Resolution No. 8325** (**Historic Parking Modification No. 31)** approving a Historic Parking Modification No. 31 in connection with the adaptive reuse of the property located at 1605 Calvary Circle.

(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon applicant, or his/her representative, for comments and testimony.
5. Mayor calls for comments/questions/testimony from members of the public
   (3 minutes per speaker).
6. Mayor calls upon City Clerk to note any written comments received.
7. Mayor calls upon the applicant, or representative, for rebuttal comments (5 minutes).
8. Mayor closes the public hearing.
9. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that the recommendations of the Historic and Scenic Preservation Commission and the Planning Commission are appropriate, the following motion is provided:

I move that the City Council adopt Resolution Nos. 8321, 8322, 8323, 8324, and 8325.

COMMISSION RECOMMENDATION:

The Historic and Scenic Preservation Commission (HSPC) reviewed the request to adaptively reuse the single family dwelling as a medical office on July 10, 2019 and again on November 4, 2022, after the project transitioned to the current owner, as well as the applicant's related request to nominate the structure as a locally designated historic resource (Historic Resource No. 135). The applicant worked with this Commission to incorporate its design comments to implement the best rehabilitation practices of the Secretary of the Interior's Standards for the Treatment of Historic Properties in finalizing the design of the

project. The HSPC indicated its support for the adaptive reuse project as an effort to encourage the building's long-term preservation and continued use, unanimously recommending that the City Council locally designate the property, and making recommendations to the Planning Commission and City Council that these respective bodies recommend approval and approve the adoption of the Specific Plan Amendment, Conditional Use Permit, Variance, and Historic Parking Modification to facilitate the project.

On February 22, 2022, the Planning Commission reviewed Specific Plan No. 40, Amendment No. 47, Conditional Use Permit No. 1107, Variance No. 799, and Historic Parking Modification No. 31, and unanimously voted to recommend that the City Council determine the project is exempt from the California Environmental Quality Act subject to Section 15061(b)(3), Section 15301 (Existing Facilities) and Section 15305 (Minor Alterations in Land Use Limitations), and approve the project.

BACKGROUND:

Project Description: The project is proposed at 1605 Calvary Circle, located on the south side of Calvary Circle, and at the northwest corner of Alabama Street and Barton Road (see Attachment A – Location Map & Aerial Photograph). The proposal includes the following applications (See Attachment B, Project Plans):

1. Historic Resource Designation to designate the property located at 1605 Calvary Circle as a locally designated historic resource;
2. Amendment to the East Valley Corridor Specific Plan (Specific Plan No. 40) to amend the required road right-of-way and streetscape landscaping requirements along the project site's Alabama Street frontage (which will reduce the amount of dedication required and allow greater flexibility in the street landscaping design);
3. Conditional Use Permit to adaptively reuse the existing single family dwelling as a medical office;
4. Variance for a reduction in the front yard setback (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate ADA accessibility, and a recommendation for a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the property; and,
5. Historic Parking Modification allow a reduction in the width of landscape planters to 3 feet, allow up to 4 compact parking stalls, without requiring 25 standard spaces, allow for the deletion of the loading space requirements for historic structures having less than 6,000 square feet of gross floor area, and allow the reduction of driveway approach from 26 feet to approximately 20'4" feet.

ANALYSIS:

A) General Plan

The proposed project is located in the Office land use designation of the General Plan (Attachment C – General Plan Land Use Map), which designates are for the development of a wide range of office types, including general office, medical, and other professional uses, as well as ancillary commercial uses. The 2035 General Plan addresses topic areas including those promoting office and commercial land uses and the preservation of historic resources. See Attachment D, General Plan Policies, for a list of applicable policies and the project's consistency with each.

The proposed adaptive reuse and rehabilitation project furthers the implementation of the policies within the General Plan and ensures the long-term preservation of a local historic resource.

B) East Valley Corridor Specific Plan

The project site is located within the Administrative Professional District of the East Valley Corridor Specific Plan (Attachment E – Zoning Map), which supports businesses and professions which provide services primarily from offices and maintain no stock of foods for retail trade. This district provides a transition or buffer between more intensive commercial areas and major arterials and residential land uses. The East Valley Corridor Specific Plan provides the current development standards for the Administrative Professional District, a detailed analysis for which has been provided in Attachment F – Development Standards.

The project includes a request to convert a residential building from a residential use to an office use. The East Valley Corridor Specific Plan does not specifically address this in the Administrative Professional District, however the use of an office use in a residential structure is not prohibited in the district and would otherwise be permitted in the Administrative Professional District. As such, staff has used the provisions for the conversion of a residential structure within the provisions of the City's Municipal Code (Sections 18.156.390 through18.156.420). This approach was utilized to approve other similar conversions of residential structures to office uses within the same zoning designation, including the conversion of the Barton House (Conditional Use Permit No. 803), located north of Barton Road on Nevada Street. The Municipal Code allows for the conversion of certain structures subject to specific requirements and under the approval of a Conditional Use Permit.

C) Historic Resource Designation

Section 2.62.180 of the RMC provides that any person or group may request the nomination and designation of a resource by submitting an application to the Historic and Scenic Preservation Commission.A nominated or designated resource may include single structures or sites, portions of structures, urban design features, manmade or natural landscape elements, or works of art that are fifty (50) years old or older.

The criteria set forth in Section 2.62.170 is used to determine if the nominated resource is significant.Based on the inventory survey submitted by the applicant, staff recommends that the subject property meets the following criterion for designation as follows: Based upon consideration of the Determination of Eligibility and the updated DPR form, three local eligible criteria are recommended as being met for designation as a historic resource.These include:

Chapter 2.62.170(F): “It embodies elements of architectural design, detail, materials, or craftsmanship that represents a significant architectural innovation;”

Chapter 2.62.170(H): “It has unique design or detailing.”

Chapter 2.62.170(I): “It is a particularly good example of a period or style.”

Response: The structure represents the Queen Anne-Victorian architectural style and front porch, which influences from the beginning of the Craftsman style as seen in the dwelling’s front windows. As such, the structure appears to represent a transitional example between the two styles. The Queen Anne style is seen through significant characteristics such as the turret-bay tower, at the northwest corner, featuring curved glass windows on each floor and witch’s cap roof, multiple roof planes, large overhangs with exposed elliptical cut rafters and exposed eaves, a large wrap around porch, cylindrical Corinthian columns, and decorative moldings. The dwelling is built on a rock foundation, and utilizes shingles and shiplap on the exterior.

The significant characteristics of the Craftsman style seen include the three large square double-hung windows on the first floor, the mild pitched lower roof, flat porch roof. The inventory form suggests that the architect, who is unknown, may have been more inclined to emphasize the Queen Anne style, which was popular in 1905, and may have been experimenting with elements of the beginning of the Craftsman style.

Following the designation of the historic resource, exterior alterations, demolition, moving of the structure, or other permanent change to the property will require review by City staff and the Historic and Scenic Preservation Commission and will be subject to the provisions of Article III of Chapter 2.26 of the RMC (Application for Certificate of Appropriateness).

The structure, while in need of rehabilitation, has not been significantly modified over the years. Permit history is limited and indicates a reroof in the 1990s. Google Street View and Google Street photography indicates that an addition was previously constructed to the rear of the dwelling that was not compatible with the architectural style, and was subsequently removed, exposing the previous framing of the original exterior wall. While this has a minor effect on the integrity of the building, the remaining building is largely intact. The applicant intends to rehabilitate the structure and construct a new two-story addition to the

rear of the building.

The applicant does not intend to include the accessory structure (garage) as part of the nomination, as it is utilitarian is nature and would not meet the eligibility criteria as a historic structure. The applicant proposed to return with a request to demolish the structure, to accommodate parking lot improvements necessary for the adaptive reuse and preservation of the primary structure.

D) Specific Plan Amendment

A Specific Plan Amendment is proposed as part of the project scope to amend Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(b) (Road Standards), Section EV4.0115(a)(Special Landscaped Streets), and Section EV4.0125(2) (Setbacks at Intersections) to amend the required road right-of-way requirements of a 300 linear foot segment of Alabama Street on the north side of Barton Road (from a width of 120 feet to 110 feet), allow for a 50 foot half-width on the western side and a 60 foot half-width on the eastern side of Alabama Street, and exclude the segment of Alabama Street from the special landscape street and intersection design requirements.

Currently, the East Valley Corridor Specific Plan would require that the property provide ten (10’0”) additional feet of right-of-way dedication along Alabama Street, and utilize special landscaping street and intersection design requirements. Due to the unique shape of the parcel, the loss of 10 additional feet to the property would render an adaptive reuse project infeasible, as the property would no longer be able to retain enough room for the required parking lot and landscaping improvements. As indicated above, the General Plan supports adaptive reuse projects as a preservation mechanism for historic resources. The emphasis of historic adaptive reuse is to retain as much of the historic character and features as possible. Implementing the special landscape street and intersection standards would require substantial alteration to historic elements of the property and would require the removal of existing mature trees and affect a historic garden wall intended to remain on the property. In addition, the implementation of special intersection landscaping standards would be difficult due to topographical differences at the intersection and would require substantial grading and additional retaining walls to incorporate room for additional trees that would be located outside of the corner cut-off area to ensure safe intersection visibility protection. The subject property would be the sole property affected by the Specific Plan Amendment, and as such, the change would be very limited in scope and would not affect other sections of Alabama Street. The amendment would allow the property to be adaptively reused without additional dedication and would allow the Planning Commission and City Council to review the site design with a historic preservation scope in-mind.

The Municipal Utilities and Engineering Department has reviewed the potential effects of the Specific Plan Amendment related to roadway improvements along

this property's eastern frontage and determined that it is unlikely that such dedication would be utilized for street widening due to the existing and foreseen needs of this intersection and the difficulties and potential impacts upon historic improvements and topographical differences. A legislative version of the proposed changes has been included as Attachment G – Specific Plan Amendment.

E) Conditional Use Permit

As referenced in the analysis above, a Conditional Use Permit is required to establish a non- residential use in a residential building. The medical office use would essentially replace the residential use of the structure and allow the building and property to be adaptively reused in this capacity, aiding in its long-term viability and rehabilitation. The Conditional Use Permit application includes:

1. The approval of a nonresidential use (medical office) in a residential structure;
2. Construction of a two-story 1,238 square foot addition to the rear (a 51% enlargement);
3. Façade improvements, including a new 50-year asphalt shingle roofing material, new decorative corbels at a basement stairway, new turned solid wood architectural columns on the addition, new rafter tails on the addition, similar compatible materials (shingles and siding on addition to match existing materials), a new ADA accessible ramp and guard rail; and
4. Construction of related on-site improvements, including a parking lot and landscaping planters, which will require the removal of an existing accessory building, subject to approval of a subsequent demolition application.

To adaptively reuse a residential building for a non-residential use, RMC Section 18.156.410 indicates that the building must have historical, architectural, cultural or aesthetic interest or value to the community proposed to be preserved or continued. The Historic and Scenic Preservation Commission (HSPC) has reviewed the proposed property and made a recommendation to the City Council to designate the property as a local historic resource, indicating that the property meets three of the City's historic eligibility criteria for designation, Criterion F, H, and I, as referenced above.

Documentation of the property's historic significance has been prepared on Department of Parks and Recreation (DPR) forms, reviewed by the HSPC, included as Attachment H – DPR Forms. The structure represents the Queen Anne-Victorian architectural style and front porch, which influences from the beginning of the Craftsman style as seen in the dwelling's front windows. As such, the structure appears to represent a transitional example between the two styles. The Queen Anne style is seen through significant characteristics such as the turret-bay tower, at the northwest corner, featuring curved glass windows on each floor and witch's cap roof, multiple roof planes, large overhangs with

exposed elliptical cut rafters and exposed eaves, a large wrap around porch, cylindrical Corinthian columns, and decorative moldings. The dwelling is built on a rock foundation, and utilizes shingles and shiplap on the exterior.

The significant characteristics of the Craftsman style seen include the three large square double- hung windows on the first floor, the mild pitched lower roof, flat porch roof. The historic inventory form suggests that the architect, who is unknown, may have been more inclined to emphasize the Queen Anne style, which was popular in 1905, and may have been experimenting with elements of the beginning of the Craftsman style.

The proposed conversation will include a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet). The addition and the rehabilitation has been designed utilizing the Secretary of the Interior's Standards for the Treatment of Historic Properties, in a manner to respect the original design of the historic structure and will retain the original appearance of a single family dwelling. The new addition will integrate a design that is compatible and consistent with the original structure, while implementing the Historic and Scenic Preservation Commission's comments for subtle differentiation of the columns and rafter tails of the new addition to differentiate new work from the original work, as recommended by historic preservation practices. While the HSPC has reviewed and indicated their support the design of the project, a Certificate of Appropriateness application for the exterior improvements will be required by the HSPC, upon approval and recordation of the historic designation, as incorporated in the Conditions of Approval.

RMC Section 18.156.420 discusses the property development standards required for non-residential uses in residential buildings. These are discussed below:

1. *The residential structure shall be improved to conform with the requirements of the Fire and Building and Safety Departments.Their requirements shall be developed from a careful study of each structure and the appropriate building and fire ordinances of the City.It is anticipated that all possible alternatives will be explored to retain the structure and still comply with the spirit and intent of the codes.*

   The project will be required to comply with all requirements of the Building and Fire Code. With historic designation of the property, the project will be able to utilize the California Historic Building Code to aid in additional flexibility to retain the structure and comply with the spirit and intent of the code. The Fire Department has provided conditions of approval, which require the applicant to provide adequate fire flow, follow the California Fire Code requirements, maintain minimum fire hydrant flow rates and distance requirements, provide an unobstructed fire access to the building, adequately address the building to commercial standards, and provide a knox box and fire sprinklers.

2. *The exterior of the structure shall not be modified in a manner that would alter its residential character.*

   The design of the project will retain the residential character and architectural design of the structure. The addition to the building has been designed to be compatible and consistent with the design of the structure, without detracting or calling attention away from the primary, historic portion of the building.

3. *The Commission may require complete exterior renovation of the structure, including repainting and reroofing.*

   The project scope already increases the complete exterior renovation of the structure, including a reroofing with a new 50-year asphalt shingle roofing material, new decorative corbels at a basement stairway, new simplified turned solid wood architectural columns to differentiate the new columns from the existing columns, new simplified rafter tails on the addition to differentiate the new columns from the existing, similar compatible materials (shingles and siding on addition to match existing materials), and a new ADA accessible ramp and guard rail.

4. *Off-street parking shall be provided as required in Sections 18.152.140 through 18.152.320 of the Redlands Municipal Code. No parking permitted in any existing front-yard area.*

   The residential structure is proposed to be adaptively reused as a medical office. Medical offices are required to provide 1 parking space per 200 square feet of gross floor area with a minimum of five (5) parking stalls. The total parking required on-site is nineteen (19) parking stalls. As designed, the project complies with the amount of parking stalls required. Due to the unique shape of the parcel, which originally only anticipated a narrow northern portion to accommodate a residential driveway, a Historic Parking Modification and Variance application have also been submitted, which will provide the property flexibility to meet the parking requirements, given the property constraints and the difficulties involved with adaptive reuse projects, within the intent of the parking requirements.

5. *One identification sign containing the name of the business and/or use, not exceeding twenty square feet in area, is permitted. In reviewing the sign, special emphasis will be placed on the proper integration of the sign with the project.*

   The applicant has not submitted any plans for signage, however, room for a future monument sign has been accommodated on the site plan as part of planning the site design. Prior to the development of any signs on the property, subsequent approval from the Planning and Historic and Scenic

Preservation Commission for any signs.

F) Variance

The applicant is requesting a variance for two specific areas in order to allow the property to have enough area to meet the development standards for parking lots and accessibility (Attachment I – Applicant's Variance Request). RMC Section 18.196.010 states that the purpose of a variance shall be to ensure that no property, because of special circumstances applicable to it (such as size, shape, topography, location or surroundings) shall be deprived of privileges commonly enjoyed by other properties in the same vicinity. The variance requests are:

1. Reduction in the parking lot setback from 15 feet to 0 feet adjacent to Alabama Street, with modified parkway standards, to accommodate the adaptive reuse and long-term preservation of the property.
2. Reduction in the front yard setback by 20% (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate the required ADA-accessibility improvements.

The subject parcel is irregularly shaped, with the existing single family dwelling located on the widest part of the lot at a higher elevation, and the usable area for the development of a parking lot extending on a narrower finger sloping downwards towards Calvary Circle. The area for the parking lot is 60 feet in width, and needs to incorporate landscape planters, 19 foot deep parking lot stalls, a 26 foot wide driveway, 15 foot deep compact parking stalls, and 8 foot wide parallel parking stalls. As indicated in the background above, when the existing parcel was created as part of the recordation of an earlier parcel map, there were no known plans for the adaptive reuse of the property, as the area transitioned through the development of adjacent commercial and high density uses after this time. As such, the shape and size of the lot was driven towards maintaining access for a single family dwelling and allowing enough room for the development of the commercial day care facility located to the west. As such, there are constraints created by the properties unique shape, the adjacency of the property along streets on three sides, creating larger setbacks on three sides of the property, the sloping topography of the lot, and the existing placement of the historic resource.

The variance would be essential for the conversion of the property to an office use. The property is currently constructed as a single family dwelling, which is no longer a use permitted by right in the underlying zoning district, the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan. In order to convert the property to an office use, and retain the historic structure, the property would be required to construct a paved and striped parking lot. The use proposed for the structure, a medical office, is a use permitted by right in the zoning district. Therefore, its establishment of a permitted use is contingent on the development standard reliefs requested in the

variance. The construction of an ADA accessible ramp for access is a requirement to establish a commercial use in the building. To preserve the historic integrity of the building and establish the necessary slope gradient maximum allowed for ramps, the new ramp structure would extend into the 25-foot setback by less than 5 feet.

G) Historic Parking Modification

The intent of a Historic Parking Modification is to allow for the consideration and approval of a permit for modified parking requirements for historic structures. Pursuant to RMC Section 18.164.410, the permit allows certain specified citywide parking requirements to be modified as an incentive to preserve and maintain designated historic structures. The residential structure is proposed to be adaptively reused as a medical office, and medical offices are required to provide 1 parking space per 200 square-feet of gross floor area, with a minimum of five (5) parking stalls. Based on the proposed square-footage (including the addition), the total parking required on-site is 19 parking stalls, and 20 will be provided.

The applicant is seeking a Historic Parking Modification to:

1. Allow a reduction in the width of landscape planters to 3 feet;
2. Allow up to 4 compact parking stalls, without requiring the 25 standard (full-size) spaces;
3. Allow for the deletion of the loading space requirements for historic structures having less than 6,000 square-feet of gross floor area; and
4. Allow the reduction of the driveway width from 26 feet minimum to approximately 20’4” feet.

The table below shows how the project is designed to comply with the requirements of a Historic Parking Modification, given the practical difficulties and infeasibility of meeting the standard parking lot requirements that would otherwise be required for new developments.

Development Standard	*Municipal Code Requirement (Without an Exception)*	*Municipal Code Requirement (With Exception)*
Landscaping Planter Width	5 ft, 6 inches	3 feet
Number of Compact Parking Stalls Allowed	25 full-size parking stalls; 25% of remaining stalls may be compact.	25% of stalls may be compact stalls (5 stalls)
Loading Stalls	1	0
Driveway Approach	26 feet wide	14 feet wide

As designed, with the relief indicated above, the project site can be designed to incorporate 20 parking stalls, therefore allowing them to meet the minimum parking requirement. The modification will not require a reduction in the overall number of parking stalls, even with incorporation of the addition. The proposal has been reviewed by Planning and Engineering staff, and the Historic and Scenic Preservation Commission and Planning Commissions have made recommendations for approval to the City Council.

ENVIRONMENTAL REVIEW:

The Specific Plan Amendment would be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) is referred as the “general rule” and applies to those projects where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Conditional Use Permit would be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) and Section 15331 (Historical Resource Restoration/Rehabilitation) of the CEQA Guidelines and the Variance and Historic Parking Modification would be exempt pursuant to Section 15305 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines.

ALTERNATIVES:

1. The City Council may continue the public hearing and direct staff to address any issues or bring back additional information; or,
2. The City Council may continue the public hearing and direct staff to prepare findings supporting denial of the request.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Loralee Farris, Principal Planner

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Site Plans, Floor Plans, Elevations
Attachment C: General Plan Land Use Map
Attachment D: General Plan Policies
Attachment E: Zoning Map
Attachment F: Table of Development Standards
Attachment G: Specific Plan Amendment
Attachment H: DPR Forms
Attachment I: Variance Request
Attachment J: Resolution No. 8321 - Historic Resource No. 135
Attachment K: Resolution No. 8322 - Specific Plan No. 40 Amendment No. 47
Attachment L-1: Resolution No. 8323 - Conditional Use Permit No. 1107
Attachment L-2: Exhibit B (MUED Conditions of Approval)
Attachment L-3: Exhibit C (Fire Dept. Conditions of Approval)
Attachment M: Resolution No. 8324 - Variance No. 799
Attachment N: Resolution No. 8325 - Historic Parking Modification No. 31

1605 CALVARY CIR., REDLANDS, CA 92373

PROJECT INFORMATION

APPLICABLE CODES:

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA PLUMING CODE (CPC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA ELECTRIC CODE (CEC)
STATE OF CALIFORNIA BUILDING CODE TITLE 24 HANDICAPPED ACCESS AND TITLE 24 ENERGY STANDARDS ALL GOVERNING LOCAL CODES AND ORDINANCES CONSTRUCTION ACTIVITY SHALL NOT BEGIN BEFORE 7 A.M. OR CONTINUE LATER THAN 6 PM, MONDAY THROUGH FRIDAY

ELECTRICAL NOTES

1. ALL APPROVED SMOKE DETECTORS TO BE WITHIN 12" OF THE CEILING. HARD WIRED W/ BATTERY BACKUP
2. CENTRAL HEATING EQUIPMENT REQUIRES AN INDIVIDUAL BRANCH CIRCUIT. SERVICE TO BE 100 AMP IF OVER 10 KW LOAD OR OVER 6 CIRCUITS.
3. PROVIDE (1) GENERAL LIGHTING FLUORESCENT FIXTURE IN KITCHEN AND BATHROOMS THAT HAS A MIN 40 LUMENS PER WATT
4. KITCHEN, BATHROOMS, LAUNDRY ROOM & DINING ROOM TO BE 20 AMP CIRCUITS. KITCHEN TO HAVE TWO SEPARATE 20 AMP CIRCUITS
5. EXHAUST FANS NEED DAMPER CONTROLS
6. NONMETALLIC SHEATHED CABLE SHALL BE CONCEALED OR PROTECTED.
7. PROVIDE ONE LIGHT CIRCUIT FOR EACH 500 SF OF LIVABLE AREA.
8. FIXTURES, DEVICES, AND EQUIPMENT SHALL COMPLY WITH CEC REGULATIONS.
9. OUTLETS IN KITCHEN SHALL BE INSTALLED EVERY 24" ON CENTER.
10. PROVIDE OUTLETS AT 12" ON CENTER MAXIMUM AND WITHIN 6" OF END WALLS FOR ANY WALL OVER 2' LONG.
11. LIGHT FIXTURES IN TUB AND SHOWER ENCLOSURES SHALL BE LABELED "SUITABLE FOR DAMP LOCATION".
12. INSTALL LIGHTS 78" ABOVE THE HIGH WATER LINE OF THE PLATFORM. TUB OR RELOCATE 53" OUTSIDE OF THE TUB AS MEASURED FROM THE SIDE WALL OF THE TUB OR MEET LIGHTING INSTALLATION AND WATERPROOFING REQUIREMENTS PER CODE.
13. ALL 15-20 AMP CIRCUITS SUPPLYING BEDROOMS SHALL BE ARC-FAULT CIRCUIT INTERRUPTER PROTECTORS
14. LUMINAIRES THAT ARE RECESSED INTO INSULATED CEILINGS ARE REQUIRED TO BE RATED FOR INSULATION CONTACT (IC-RATED) SO THAT INSULATION CAN BE PLACED OVER THEM.

PROJECT NOTES

DIMENSIONS: INTERIOR DIMENSIONS AS INDICATED ON PLANS. EXTERIOR DIMENSIONS ARE TO OUTSIDE LINE OF SOLE PLATE.
TREATED WOOD: ALL LUMBER IN CONTACT WITH CONCRETE WITHIN 8" OF GRADE SHALL BE PRESSURE TREATED OR DURABLE WOOD GRADE MARKED. FOUNDATION GRADE REDWOOD OR CEDAR
ALL PLYWOOD SHALL BE DOUGLAS FIR PLYWOOD CONFORMING TO COMMERCIAL STANDARDS PS-1-70 U.S. DEPT.
BUREAU OF STANDARDS
WEATHERSTRIP DOORS AND WINDOWS. CAULK AND SEAL JOINTS AND PENETRATIONS.
PROVIDE PLYWOOD BONDED W/ INTERMEDIATE OR EXTERIOR GLUE. EXHAUST FANS NEED DAMPER CONTROLS
INSULATE HEATING A/C DUCTS. SET BACK THERMOSTATS FOR HEATING AND COOLING SYSTEM WRAP STORAGE TYPE WATER HEATER WR-1-2.
INSULATION:
INSULATE THE FIRST 5 FEET OF HOT WATER PIPES CLOSEST TO THE WATER HEATER. WHEN IN UNCONDITIONED SPACE WITH R-3 INSULATION HEATING AND AIR CONDITIONING EQUIPMENT, WATER HEATERS, SHOWER HEADS AND FAUCETS.
TO BE CERTIFIED BY THE CALIFORNIA ENERGY COMMISSION. INSULATION TO MEET CEC STANDARDS AND BE LISTED
PLUMBING: PROVIDE APPROVED BACKFLOW PREVENTION DEVICES AT ALL EXTERIOR HOSE BIBS.
ELECTRICAL: NONMETALLIC SHEATHED CABLE SHALL BE CONCEALED OR PROTECTED. PROVIDE ONE NIGHT CIRCUIT" FOR EACH 500 SF OF LIVABLE AREA. PROVIDE TWO 20 AMP SMALL-APPLIANCE CIRCUITS AND ONE 20 AMP LAUNDRY CIRCUIT.
CENTRAL HEATING EQUIPMENT REQUIRES AN INDIVIDUAL BRANCH CIRCUIT. SERVICE TO BE 100 AMP IF OVER 10 KW LOAD OR OVER 6 CIRCUITS. FIXTURES, DEVICES, AND EQUIPMENT SHALL COMPLY WITH CEC REGULATIONS.
ADDRESS NUMERALS SHALL BE INSTALLED ON THE BUILDING AT THE FRONT AND VISIBLE FROM INTERIOR ACCESS ROADWAYS.

ARCHITECTURAL GENERAL NOTES

THESE DRAWINGS AND OTHER CONTRACTS ARE INSTRUMENTS OF PROFESSIONAL SERVICES. NEVERTHELESS THEY ARE THE PROPERTY OF SHAN MCNAUGHTON, ARCHITECT. THESE CONTRACT DOCUMENTS MAY NOT BE USED WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT.
CONSTRUCTION OF THIS PROJECT SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF THE JURISDICTION IN WHICH IT IS TO BE CONSTRUCTED.
ALL LABOR, MATERIAL AND WORKMANSHIP SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. IF ANY DISCREPANCIES OCCUR ON THESE DRAWINGS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND PRIVATE PROPERTIES NEARBY FROM ANY DAMAGE AS A RESULT OF ACTIVITIES IN CONNECTION WITH THE CONSTRUCTION OF THIS PROJECT.
IN THE CASE OF CONSTRUCTION IN TOPOGRAPHICALLY OR ENVIRONMENTALLY DELICATE AREAS, THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONARY MEASURE TO PROTECT AND PRESERVE SUCH AREAS. ALL EXISTING TREES, VEGETATION AND OTHER PHYSICAL FEATURE EXISTING WITHIN THE PROJECT SHALL BE PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK OF THIS PROJECT UNLESS SPECIFICALLY INDICATED TO BE REMOVED.
IF ANY UNFORESEEN OR UNEXPECTED CONDITIONS SUCH AS UNDERGROUND FUEL STORAGE TANKS, OR HAZARDOUS WASTES OF ANY SORT ARE ENCOUNTERED DURING THE CONSTRUCTION OF THE PROJECT THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT.
OWNER & CONTRACTOR TO COORDINATE LOCATION OF ARE AVAILABLE TO CONTRACTOR FOR ADMINISTRATION & STAGING OF THE PROJECT THROUGHOUT THE CONSTRUCTION PROCESS.
THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL PRECAUTIONS POSSIBLE TO CONTROL DUST RAISED DUE TO EARTHWORK AND OTHER ACTIVITIES THROUGHOUT THE CONSTRUCTION PROCESS. PROPER DUST ABATEMENT MEASURE ARE CRITICAL TO AVOID POSSIBLE DIRT AND DUST POLLUTION DAMAGE TO THE EXISTING BUILDINGS ON THE SITE AND TO SURROUNDINGS.
CONTRACTOR AND SUBCONTRACTORS SHALL KEEP CONSTRUCTION AND MATERIAL STORAGE AREAS IN A NEAT AND ORDERLY CONDITION FREE FROM ACCUMULATION OF DEBRIS.
IF CONTRACTOR OR SUBCONTRACTORS DISCOVER ANY DISCREPANCIES, ERRORS, OR OMISSIONS IN THESE DRAWINGS OR QUESTIONS REGARDING THEIR INTENT THE ARCHITECT SHALL BE NOTIFIED AT ONCE FOR CLARIFICATION.
6. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND CONDITIONS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ARCHITECTS ATTENTION IMMEDIATELY.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOR VERIFYING THE LOCATION OF EXISTING SITE UTILITIES AND UTILITY ELEMENTS ALL COORDINATION FOR UTILITY DEVELOPMENT (ELECTRICAL, WATER, GAS, SEWER, AND TELEPHONE, ETC.)
8. THE CONTRACTOR IS RESPONSIBLE FOR PRODUCING A WEATHERTIGHT BUILDING - DETAILS AND OMISSIONS FROM DRAWINGS NOTWITHSTANDING. ALL DRAWING CONFLICTS OR CONDITIONS CONTRARY TO THE CREATION OF A WEATHERTIGHT BUILDING ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT. IF A CONFLICT AMONG CONSTRUCTION DRAWINGS SHOULD OCCUR, THE LARGEST SCALE DRAWING SHALL GOVERN.
9. DO NOT ATTEMPT TO DETERMINE ANSWERS TO DIMENSIONAL QUESTIONS FROM THE ISSUE PRINTS OF THIS PROJECT. REFER QUESTIONS REGARDING DIMENSIONS TO THE ARCHITECT.
10. ALL FINISHING COLORS, TEXTURES, AND PATTERNS ARE TO BE SELECTED BY THE ARCHITECT AND SAMPLES SUBMITTED FOR ARCHITECT'S APPROVAL PRIOR TO INSTALLATION AND/OR APPLICATION.
11. ALL FINISH GRADES SHALL SLOPE DOWNLOAD A MINIMUM OF 5% FOR A DISTANCE OF 10 FEET FROM THE BUILDING TO ENSURE PROPER DRAINAGE AWAY FROM THE BUILDING. FINISHING FLOOR SHALL BE A MINIMUM OF SIX INCHES ABOVE GRADE AT CONCRETE SLABS.

PROJECT SUMMARY:

ZONE : A-P (ADMINISTRATIVE & PROFESSIONAL OFFICE DISTRICT)
CONSTRUCTION TYPE : V-B (WITH FIRE SPRINKLERS)
FIRE SPRINKLERS REQUIRED DUE TO CHANGE OF USE
OCCUPANCY GROUP : B (PEDIATRIC OFFICE)
NUMBER OF STORIES : 2

FIRE DEPT. : FIRE FLOW TEST TO BE PROVIDED. FIRE HYDRANT TO BE REQUIRED UNDER SEPARATE PERMIT
APN : 0293-133-13

SCOPE OF WORK :

RESTORATION & ADAPTIVE USE OF HISTORIC RESIDENCE TO COMMERCIAL OFFICE USE INCLUDING 1,238 SF ADDITION

(E) FIRST FLOOR:	2,254 GSF
(E) SECOND FLOOR:	1,141 GSF
TOTAL:	3,395 GSF
(E) FIRST FLOOR AREA TO BE REMOVED:	-984 GSF
TOTAL:	2,411 GSF
(N) FIRST FLOOR ADD:	608 GSF
(N) SECOND FLOOR ADD:	630 GSF
TOTAL:	1,238 GSF
TOTAL(N)+(E):	3,649 GSF

LOT AREA COVERAGE :

(E) BUILDING AREA:	2,752 SF
(E) COVERED PORCH	373 SF
(E) NONPERIOD TO BE REMOVED	-986 SF
(E) GARAGE TO BE REMOVED	-421 SF
TOTAL (E) LOT COVERAGE	1,718 SF
(N) BUILDING AREA	608 SF
(N) COVERED PORCH	98 SF
(N) CONC. STAIR	64 SF
(N) ADA RAMP	175 SF
TOTAL	945 SF
TOTAL(N)+(E)	2,663 SF

GROSS LOT AREA 19,970 SF= 0.46 ACRE

LOT AREA COVERAGE:

TOTAL BUILDING AREA/NET LOT AREA = 2,663/19,970= 13.33%

A-P ZONE : 60% ALLOWED - OK

CITY OF REDLANDS STANDARD CONSTRUCTION NOTES

BUSINESS LICENSE REQUIREMENT FOR ARCHITECTS, ENGINEERS CONTRACTORS AND SUB CONTRACTORS PER COUNTY OF REDLANDS ORDINANCE & 04 260 BUSINESS LICENSE REQUIREMENT IT IS UNLAWFUL FOR ANY PERSON, WHETHER AS PRINCIPAL OR AGENT, CLERK OR EMPLOYEE, EITHER FOR HIMSELF OR FOR ANY OTHER PERSON, OR FOR ANY BODY CORPORATE, OR AS AN OFFICER OF ANY CORPORATION OR OTHERWISE TO COMMENCE OR CARRY ON ANY LAWFUL BUSINESS, TRADE, CALLING, PROFESSION OR OCCUPATION IN THE CITY WITHOUT FIRST HAVING PROCURED A LICENSE FROM THE CITY SO TO DO OR WITHOUT COMPLYING WITH ANY AND ALL REGULATIONS OF SUCH TRADE, CALLING, PROFESSION OR OCCUPATION CONTAINED IN THIS CHAPTER AND CHAPTER 5 06 OF THIS TITLE (ERIOR CODE 2111)
NEW CONSTRUCTION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE CALIFORNIA BUILDING CODE 2013 EDITIONS THAT INCLUDE THE RESIDENTIAL, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, GREEN BUILDING STANDARDS AND ENERGY COMMISSION SERIES. IN CASES WHERE THE CODES MAY CONFLICT WITH THE PROVISIONS IN THESE PLANS OR SPECIFICATIONS, THE MORE RESTRICTIVE PROVISIONS SHALL GOVERN. CALL FOR ALL REQUIRED INSPECTIONS PRIOR TO CONCEALING WORK.
ANYONE WHO IS INVOLVED WITH THE CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMP) TO CONTAIN OR PREVENT ANY ILLEGAL DISCHARGES OR STORM WATER POLLUTION WITHIN THE PROJECT BOUNDARY UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE PUBLIC WORKS INSPECTOR OF THE CITY.
RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS IS REQUIRED AS MANDATED BY AB 939 AND SB 1066 AND AS AMENDED BY CITY OF REDLANDS ORDINANCE 2544.
"CONSTRUCTION ACTIVITY NOISE SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M AND 6:00 P.M MONDAY THROUGH SATURDAY. RMC & 36 260"
"EVERY PERMIT ISSUED UNDER THE PROVISIONS OF THESE PLANS SHALL EXPIRE BY LIMITATION AND BECOME NULL AND VOID IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS NOT COMMENCED WITHIN 180 DAYS FROM DATE OF SUCH PERMIT, OR IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS OR MORE DAYS AFTER WORK IS COMMENCED.
THE CHIEF BUILDING OFFICIAL MAY EXTEND THE TIME FOR COMMENCEMENT OF WORK FOR A PERIOD NOT EXCEEDING 180 DAYS UPON WRITTEN REQUEST BY THE PERMITTER PROVIDING EVIDENCE OF THE CIRCUMSTANCES BEYOND THE CONTROL OF THE PERMITTER WHICH HAVE PREVENTED WORK FROM COMMENCING
IT SHALL BE THE RESPONSIBILITY OF THE PERMITTE TO SHOW EVIDENCE OF "START OF CONSTRUCTION" BY ARRANGING FOR BUILDING INSPECTIONS WITHIN 180 DAYS AFTER ISSUANCE OF PERMIT AND TO VERIFY NON-SUSPENSION OR ABANDONMENT OF WORK BY ARRANGING FOR BUILDING INSPECTIONS WHICH WILL SHOW THE WORK IS PROGRESSING WITHIN ANY 180 DAY TIME PERIOD.

2019 CALGREEN RESIDENTIAL MANDATORY MEASURES

1. ALL NEW PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES SUCH AS A WATER CLOSET WITH 1.28 GALLONS PER FLUSH, SINGLE OR MULTIPLE SHOWERHEADS SERVING ONE SHOWER HEAD. THE COMBINED FLOW RATE SHALL NOT EXCEED 2 GALLONS PER MINUTE AT 80 PSI OR THE SHOWER SHALL BE DESIGNED TO ALLOW ONLY ONE SHOWER OUTLET TO BE OPERATIONAL AT A TIME. LAVATORY FAUCETS WITH MAXIMUM FLOW RATE SHALL NOT EXCEED 1.5 GALLONS PER MINUTE AT 60 PSI AND MINIMUM FLOW RATE 0.8 GALLON PER MINUTE AT 20 PSI. KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. ALL EXISTING NON-COMPLIANT FIXTURES SHALL BE UPGRADED TO MEET THE ABOVE REQUIREMENTS.
2. FIREPLACES WITH DIRECT-VENT SEALED-COMBUSTION TYPE.
3. OUTDOOR WATER USE FOR IRRIGATION SHALL HAVE IRRIGATION CONTROLLER THAT AUTOMATICALLY ADJUSTS IRRIGATION IN RESPONSE TO WEATHER OR SOIL MOISTURE-BASED CONDITIONS.
4. "RODENT" PROOFING OF ANNULAR SPACES AROUND PIPES, ELECTRICAL CABLES OR OTHER OPENINGS AT EXTERIOR WALLS WITH CEMENT MORTAR OR SIMILAR METHODS.
5. ADHESIVES PER TABLE 4.504.1. SEALANDS TABLE 4.504.2. CAULKING PAINTS COATINGS TABLE 4.504.3
6. BUILDING WOOD FRAMING WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT INSTALLED AND NOT EXCEED 19% MOISTURE CONTENT
7. BATHROOM FANS SHALL BE ENERGY STAR STANDARD AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING AND FANS MUST BE CONTROLLED BY HUMIDITY.
8. WHOLE-HOUSE EXHAUST FANS SHALL HAVE INSULATED (MIN R-4.2) LOUVERS OR COVERS WHICH CLOSE WHEN THE FAN IS OFF.
9. ALL CARPET AND CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING AND PRODUCT REQUIREMENTS FOR ONE OF THE FOLLOWING: A) CARPET AND RUG INSTITUTE'S GREEN LABEL AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS, VERSION 1.1 FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350). B) NSF/ANSI 140 AT THE GOLD LEVEL. C) SCIENTIFIC CERTIFICATION SYSTEMS INDOOR ADVANTAGE GOLD.
10. CARPET ADHESIVES SHALL MEET THE REQUIREMENTS OF TABLE 4.504.1

FOUNDATIONS

1. AVAILABLE SOIL BEARING CAPACITY ASSUMED TO BE 1500 PSF IN ABSENSE OF SOIL REPORT.
2. BOTTOM OF FOOTINGS SHALL BE AT LEAST 12" BELOW THE LOWEST ADJACENT FINISHED GRADE FOR 1-STORY AREAS.
3. THE SOILS ENGINEER SHALL VERIFY THAT THE CONSTRUCTION AT THE SITE IS IN ACCORDANCE WITH THE RECOMMENDATIONS AND CONCLUSIONS OF HIS REPORT.
4. FINISHED EXCAVATIONS FOR FOOTINGS SHALL BE NEAT AND TRUE TO LINE WITH ALL LOOSE MATERIAL AND STANDING WATER REMOVED FROM THE EXCAVATIONS.
5. ALL FILL MATERIAL IF REQUIRED, IS TO BE APPROVED BY THE SOILS ENGINEER AND IS TO BE COMPACTED TO 90% OF MAXIMUM DENSITY (FOR MORE AS DIRECTED).

GENERAL NOTES

1. ANCHOR BOLTS SHALL BE MIN 5/8" X 10" LONG EMBEDDED AT LEAST 7" INTO CONCRETE BOLTS SHALL BE SPACED NOT TO EXCEED 6' O/C WITH BOLTS PLACED BETWEEN 4" AND 12" FROM CUT ENDS OF SILLS. PROVIDE MIN 2 BOLTS PER LENGH OF PLATE.
2. 4" CONCRETE SLAB OVER 2" SAND FILL PROVIDED 1 - #4 REBAR AT TOP & BOT OF ALL FOOTINGS (CONT) UNLESS OTHERWISE STATED (TROWEL ALL SLAB SURFACES SMOOTH)
3. SLABS ON GRADE SHALL BE AT LEAST 4" THICK OVER 2" SAND OR COMPACTED FILL.
4. FOUNDATIONS SUPPORTING WOOD SHALL EXTEND AT LEAST 6" ABOVE THE FINISH GRADE.
5. SLOPE GARAGE FLOOR MIN 1%
6. PROVIDE U.F.P.E.R. GROUND MIN 20' OF COPPER FOOTING
7. NO CONCRETE SHALL BE PLACED UNTIL SET-BACKS ARE APPROVED.
8. FOUNDATION PLATES AND OTHER MEMBERS IN CONTACT WITH THE FOUNDATION ARE TO BE EITHER APPROVED TREATED LUMBER OR FOUNDATION GRADE REDWOOD

STRUCTURAL WOOD

1. ALL WOOD MEMBERS SHALL BE DOUGLAS FIR OR LARCH GRADE MARKED BY A RECOGNIZED GRADING AGENCY (W.C.L.A.)
2. PLYWOOD SHEATHING SHALL BE DOUGLAS FIR CONFORMING TO COMMERCIAL PRODUCTS STANDARD PS-1-74 AND SHALL BE GRADE MARKED IN ACCORDANCE WITH A.P.A.
3. WOOD GRADES (UNLESS OTHERWISE NOTED IN THE PLANS AND THE PROJECT MANUAL):
A. HORIZONTAL MEMBERS: JOISTS & RAFTERS - DOUG FIR #2
BEAMS & STRINGERS - DOUG FIR #1
LEDGERS - DOUG FIR #1
B. VERTICAL MEMBERS: 2x STUDS - OF STUD GRADE POSTS & TIMBERS - DOUG FIR #1
4. CUTTING, NOTCHING OR DRILLING OF BEAMS OR JOISTS TO BE PERMITTED ONLY AS DETAILED OR APPROVED BY THE PROJECT ENGINEER.
5. UNLESS OTHERWISE SPECIFIED, ALL NAILING SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE UNIFORM BUILDING CODE.
6. ALL SILLS OR PLATES RESTING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED. DOUGLAS FIR BOLTS SHALL BE PLACED 9" FROM THE END OF A BOARD OR FROM A NOTCH AND SPACED AT INTERVALS AS NOTED ON THE PLANS AND SHEAR WALL SCHEDULE.
7. ALL BOLT HEADS AND NUTS BEARING ON WOOD SHALL HAVE PLATE WASHERS 2" X 2" X 3/16" THICK PER U.B.C. 2306
"DO NOT OVERSIZE THE HOLES FOR BOLTS, UNLESS SPECIFICALLY NOTED ON PLANS"
8. ALL FRAMING ANCHORS, POST CAPS, COLUMN BASES, ETC. SHALL BE AS MANUFACTURED BY "SIMPSON STRONG-TIE COMPANY" OR APPROVED EQUAL
9. PROVIDE DOUBLE JOISTS UNDER ALL PARALLEL PARTITIONS
10. PROVIDE BLOCKING OR BRIDGING PER LATEST EDITION OF THE UNIFORM BUILDING CODE
11. TOP PLATES OF ALL WOOD STUD WALLS TO BE 2 - 2X (SAME AS STUDS), UNLESS OTHERWISE NOTED ON PLANS OR SHEAR WALL SCHEDULE. LAP 48" MIN. WITH NO" LESS THAN 10 -16d NAILS AT EACH SIDE OF THE SPLICE AND NOT MORE THAN 6 BETWEEN NAILS

SHEET INDEX :

T-1.0	TITLE SHEET , PROJECT INFORMATION, PROJECT SUMMARY, SCOPE OF WORK, ARCHITECTURAL GENERAL NOTES
T-1.1	ARCHITECTURAL SITE PLAN
T-1.2	ARCHITECTURAL CONTEXT PLAN
A-1.0	EXISTING PLAN / DEMO NOTES
A-2.0	ARCHITECTURAL FLOOR PLAN
A-3.0	ROOF / ATTIC PLAN
A-4.0	ELEVATIONS
A-5.0	ELEVATIONS
A-6.0	PERSPECTIVES
A-7.0	PERSPECTIVES

PERSPECTIVE KEYNOTES

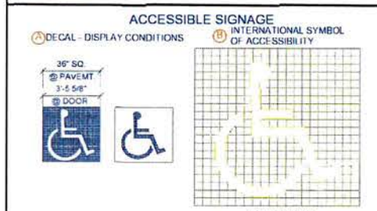
1. (N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2. (N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3. (E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
4. (E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
5. (N) WOOD HORIZONTAL SIDING TO MATCH (E)
6. (E) HORIZONTAL BELT COURSE TRIM PAINT FINISH
7. (N) HORIZONTAL BELT COURSE TO MATCH (E)
8. (E) ARCHITECTURAL COLUMNS - RESTORE AS REQUIRED
9. (N) TURNED SOLID WOOD ARCHITECTURAL COLUMNS TO MATCH (E) PAINT FINISH
10. (E) GUARDRAIL (N) PAINT FINISH
11. (N) GUARDRAIL TO MATCH (E)
12. (N) CONCRETE ADA COMPLIANT RAMP SLOPE NOT TO EXCEED 8.3%
13. (E) RAFTER TAIL (N) PAINT FINISH
14. (N) RAFTER TAIL TO MATCH (E)
15. (E) ROOF BRACKET (N) PAINT FINISH
16. (N) DECORATIVE CORBEL
17. (E) FINIAL TO REMAIN

1 NORTHEAST PERSPECTIVE

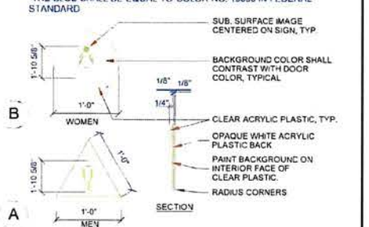
2 SOUTHEAST PERSPECTIVE

ACCESSIBLE SIGNAGE

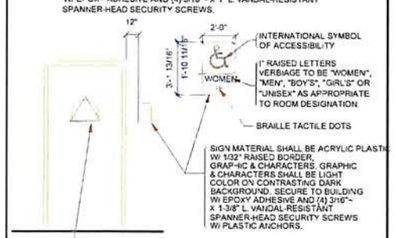
(A) DECAL - DISPLAY CONDITIONS
(B) INTERNATIONAL SYMBOL OF ACCESSIBILITY



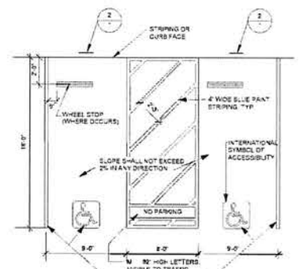
DECAL AT ENTRY DOOR: ALL BUILDING ENTRANCES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED PERSONS SHALL BE IDENTIFIED WITH AT LEAST ONE STANDARD SIGN
ACCESSIBLE PARKING SPACES:
ALL PARKING SPACES DESIGNATED FOR USE BY PHYSICALLY DISABLED PERSONS SHALL BE IDENTIFIED WITH A "36" SQUARE INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
-THE SYMBOL SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND.
-THE BLUE SHALL BE EQUAL TO COLOR NO. 15090 IN FEDERAL STANDARD



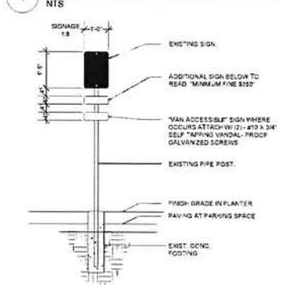
CENTER OF SIGN SHALL BE CENTERED ON DOOR AND MOUNTED 60" ABOVE THE FLOOR, (REFER TO) TO CENTER LINE OF SIGN. SECURE SIGN TO THE DOOR W/ EPOXY ADHESIVE AND (4) 3/16"~ x 1" L. VANDAL-RESISTANT SPANNER-HEAD SECURITY SCREWS.



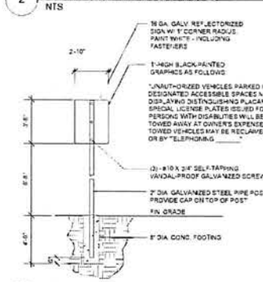
LETTERS AND NUMBERS SHALL BE RAISED 1/32" MIN., 5/8" HIGH MIN., AND BE SANS-SERIF UPPERCASE CHARACTERS ACCOMPANIED BY CONTRACTED GRADE 2 BRAILLE. BRAILLE DOTS SHALL BE 1/10" O.C. IN EACH CELL W/ 2/10" SPACE BETWEEN CELLS, RAISED 1/40" MIN. ABOVE BACKGROUND. ALL OTHER DETAILS OF BRAILLE AND STANDARD CHARACTERS SHALL CONFORM W/ T-24, SECTION 1117 B.5 AND 1115B.5.1



1 ACCESSIBLE PARKING STALL
NTS



2 ACCESSIBLE PARKING SIGN
NTS



3 PARKING CONFORMANCE SIGN
NTS

Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE ST., SUITE 360 REDLANDS CA 92373
PHONE: (909) 798-1358
shan@mna-p.com
www.mna-p.com

Owner:
GUADALUPE AND JENNIFER COBANOV
(310) 896-6545 / (909)647-8783
jennifercobanov@gmail.com
1605 CALVARY CIRCLE, REDLANDS, CA 92373

Job Title: HISTORIC RESTORATION / ADAPTIVE USE 1605 CALVARY CIRCLE, REDLANDS, CA

Sheet Title: TITLE SHEET , PROJECT INFORMATION, PROJECT SUMMARY, SCOPE OF WORK, ARCHITECTURAL GENERAL NOTES

Revisions:

1 CITY COMMENTS 2/18/21

Scale: NO SCALE

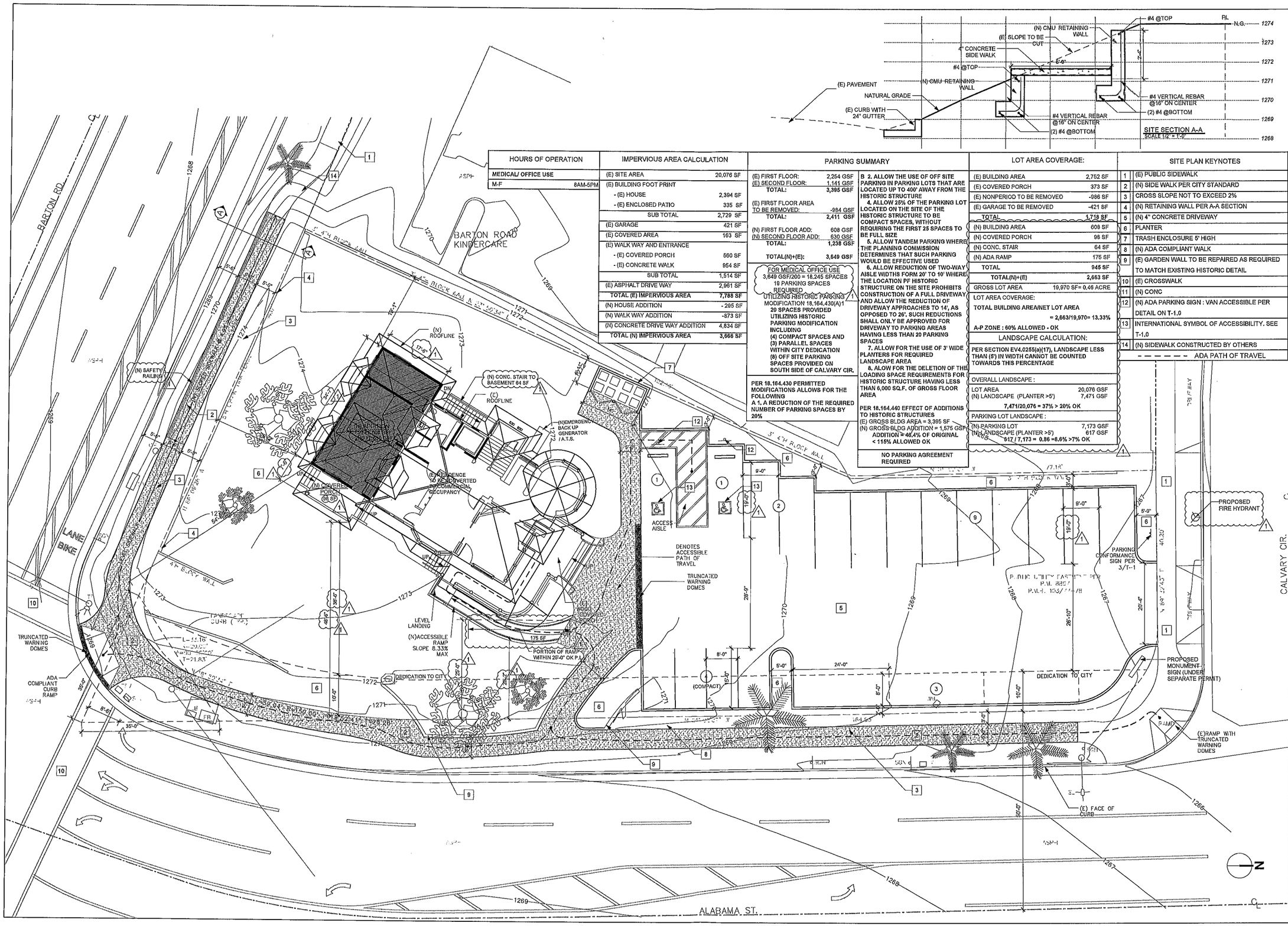
Date:

Drawn By: Thunyamon Locharoenrat, AIA

Checked By: Shan McNaughton, AIA

Sheet Number

T-1.0



HOURS OF OPERATION	
MEDICAL/ OFFICE USE	
M-F	8AM-5PM

IMPERVIOUS AREA CALCULATION	
(E) SITE AREA	20,076 SF
(E) BUILDING FOOT PRINT	
- (E) HOUSE	2,394 SF
- (E) ENCLOSED PATIO	335 SF
SUB TOTAL	2,729 SF
(E) GARAGE	421 SF
(E) COVERED AREA	163 SF
(E) WALK WAY AND ENTRANCE	
- (E) COVERED PORCH	560 SF
- (E) CONCRETE WALK	954 SF
SUB TOTAL	1,514 SF
(E) ASPHALT DRIVE WAY	2,961 SF
TOTAL (E) IMPERVIOUS AREA	7,785 SF
(N) HOUSE ADDITION	- 295 SF
(N) WALK WAY ADDITION	-873 SF
(N) CONCRETE DRIVE WAY ADDITION	4,834 SF
TOTAL (N) IMPERVIOUS AREA	3,666 SF

PARKING SUMMARY

(E) FIRST FLOOR:	2,254 GSF
(E) SECOND FLOOR:	1,141 GSF
TOTAL:	3,395 GSF
(E) FIRST FLOOR AREA TO BE REMOVED:	-984 GSF
TOTAL:	2,411 GSF
(N) FIRST FLOOR ADD:	608 GSF
(N) SECOND FLOOR ADD:	630 GSF
TOTAL:	1,238 GSF
TOTAL(N)+(E):	3,649 GSF

FOR MEDICAL OFFICE USE
3,649 GSF/200 = 18.245 SPACES
19 PARKING SPACES REQUIRED

UTILIZING HISTORIC PARKING MODIFICATION 18.164.430(A)1
20 SPACES PROVIDED
UTILIZING HISTORIC PARKING MODIFICATION INCLUDING
(4) COMPACT SPACES AND
(3) PARALLEL SPACES
WITHIN CITY DEDICATION
(8) OFF SITE PARKING SPACES PROVIDED ON SOUTH SIDE OF CALVARY CIR.

PER 18.164.430 PERMITTED MODIFICATIONS ALLOWS FOR THE FOLLOWING
A 1. A REDUCTION OF THE REQUIRED NUMBER OF PARKING SPACES BY 20%

B 2. ALLOW THE USE OF OFF SITE PARKING IN PARKING LOTS THAT ARE LOCATED UP TO 400' AWAY FROM THE HISTORIC STRUCTURE
4. ALLOW 25% OF THE PARKING LOT LOCATED ON THE SITE OF THE HISTORIC STRUCTURE TO BE COMPACT SPACES, WITHOUT REQUIRING THE FIRST 25 SPACES TO BE FULL SIZE
5. ALLOW TANDEM PARKING WHERE THE PLANNING COMMISSION DETERMINES THAT SUCH PARKING WOULD BE EFFECTIVE USED
6. ALLOW REDUCTION OF TWO-WAY AISLE WIDTHS FORM 20' TO 10' WHERE THE LOCATION PF HISTORIC STRUCTURE ON THE SITE PROHIBITS CONSTRUCTION OF A FULL DRIVEWAY AND ALLOW THE REDUCTION OF DRIVEWAY APPROACHES TO 14', AS OPPOSED TO 26', SUCH REDUCTIONS SHALL ONLY BE APPROVED FOR DRIVEWAY TO PARKING AREAS HAVING LESS THAN 20 PARKING SPACES
7. ALLOW FOR THE USE OF 3' WIDE PLANTERS FOR REQUIRED LANDSCAPE AREA
8. ALOW FOR THE DELETION OF THE LOADING SPACE REQUIREMENTS FOR HISTORIC STRUCTURE HAVING LESS THAN 6,000 SQ.F. OF GROSS FLOOR AREA

PER 18.164.440 EFFECT OF ADDITIONS TO HISTORIC STRUCTURES
(E) GROSS BLDG AREA = 3,395 SF
(N) GROSS BLDG ADDITION = 1,575 GSF
ADDITION = 46.4% OF ORIGINAL
< 115% ALLOWED OK

NO PARKING AGREEMENT REQUIRED

LOT AREA COVERAGE:

(E) BUILDING AREA	2,752 SF
(E) COVERED PORCH	373 SF
(E) NONPERIOD TO BE REMOVED	-986 SF
(E) GARAGE TO BE REMOVED	-421 SF
TOTAL	1,718 SF
(N) BUILDING AREA	608 SF
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(N) ADA RAMP	175 SF
TOTAL	945 SF
TOTAL(N)+(E)	2,663 SF
GROSS LOT AREA	19,970 SF= 0.46 ACRE

LOT AREA COVERAGE:
TOTAL BUILDING AREA/NET LOT AREA
= 2,663/19,970= 13.33%
A-P ZONE : 60% ALLOWED - OK

LANDSCAPE CALCULATION:

PER SECTION EV4.0255(a)(17), LANDSCAPE LESS THAN (5') IN WIDTH CANNOT BE COUNTED TOWARDS THIS PERCENTAGE

OVERALL LANDSCAPE :	
LOT AREA	20,076 GSF
(N) LANDSCAPE (PLANTER >5')	7,471 GSF
7,471/20,076 = 37% > 20% OK	
PARKING LOT LANDSCAPE :	
(N) PARKING LOT	7,173 GSF
(N) LANDSCAPE (PLANTER >5')	617 GSF
617 / 7,173 = 0.86 =8.6% >7% OK	

SITE PLAN KEYNOTES

1	(E) PUBLIC SIDEWALK
2	(N) SIDE WALK PER CITY STANDARD
3	CROSS SLOPE NOT TO EXCEED 2%
4	(N) RETAINING WALL PER A-A SECTION
5	(N) 4" CONCRETE DRIVEWAY
6	PLANTER
7	TRASH ENCLOSURE 5' HIGH
8	(N) ADA COMPLIANT WALK
9	(E) GARDEN WALL TO BE REPAIRED AS REQUIRED TO MATCH EXISTING HISTORIC DETAIL
10	(E) CROSSWALK
11	(N) CONC
12	(N) ADA PARKING SIGN : VAN ACCESSIBLE PER DETAIL ON T-1.0
13	INTERNATIONAL SYMBOL OF ACCESSIBILITY. SEE T-1.0
14	(N) SIDEWALK CONSTRUCTED BY OTHERS
	- - - - - - - ADA PATH OF TRAVEL

Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE STREET, SUITE 350 REDLANDS CA 92373
PHONE (909) 557-7338
shan@mmac.com
www.mcnaughton.com

Owner:
GUADALUPE AND JENNIFER COBANOV
(310)856-5545 / (909)647-8733
jennifercobanov@gmail.com
1605 CALVARY CIRCLE, REDLANDS, CA 92373

Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS, CA

Sheet Title:
ARCHITECTURAL SITE PLAN

Revisions:

1	CITY COMMENTS 2/18/21

Scale: 1" = 10'

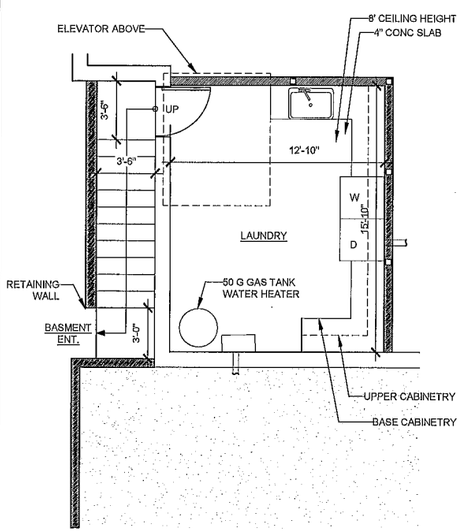
Date: 11/10/20

Drawn By: Thinyamon Lochareonrat, AIA

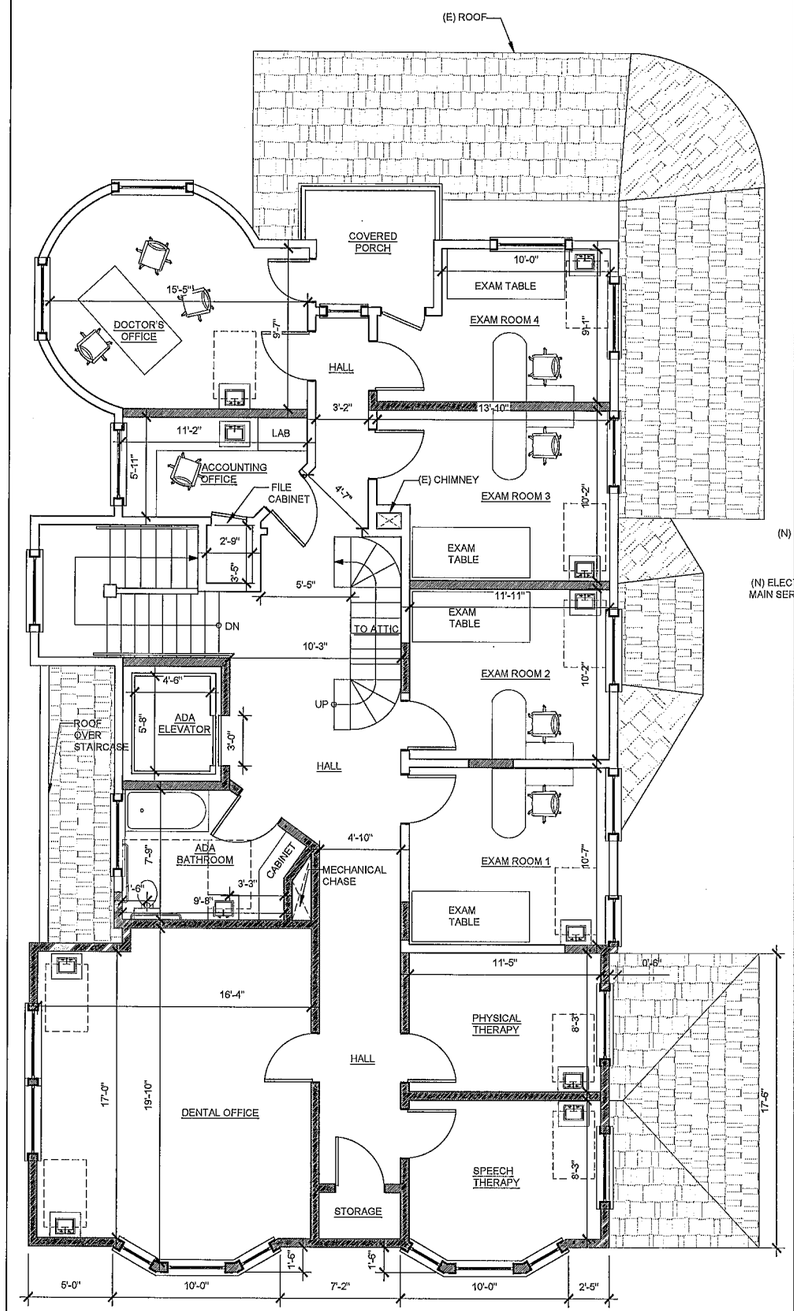
Checked By: Shan McNaughton, AIA

Sheet Number

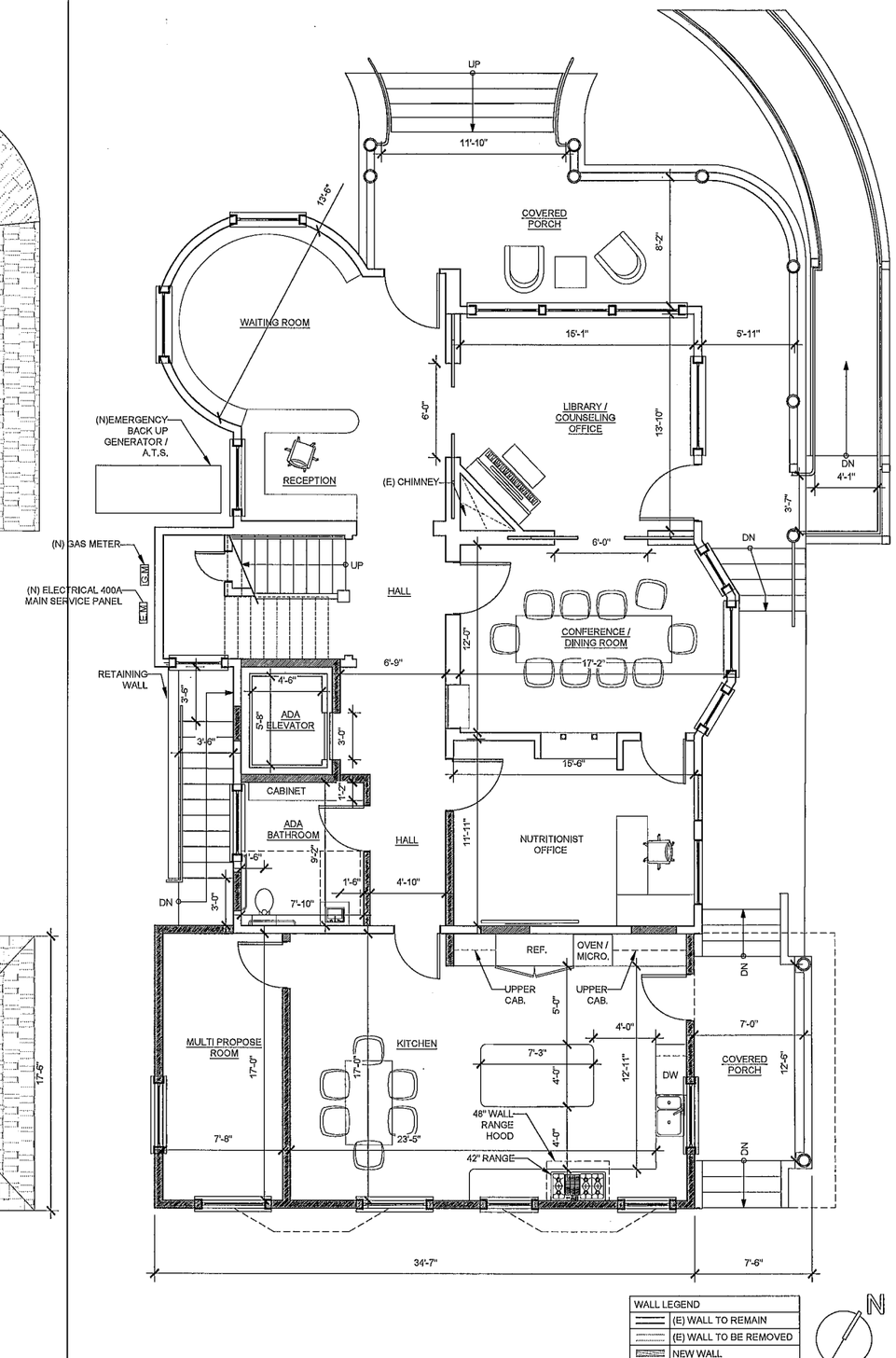
T-1.1



3 BASEMENT PLAN SCALE 1/4"= 1'-0"



2 SECOND FLOOR PLAN SCALE 1/4"= 1'-0"



1 FIRST FLOOR PLAN SCALE 1/4"= 1'-0"

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-28373 10/31/21 STATE OF CALIFORNIA

Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE ST., SUITE 300, REDLANDS CA 92373
PHONE: (909) 335-0506
shan@mna-p.com
www.mna-p.com

Owner:
GUADALUPE AND JENNIFER COBANOV
(310)896-6545 / (909)647-8783
jenniferocobanov@gmail.com
1605 CALVARY CIRCLE, REDLANDS,CA

Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ARCHITECTURAL FLOOR PLAN

Revisions:

Scale: 1/4" = 1'-0"

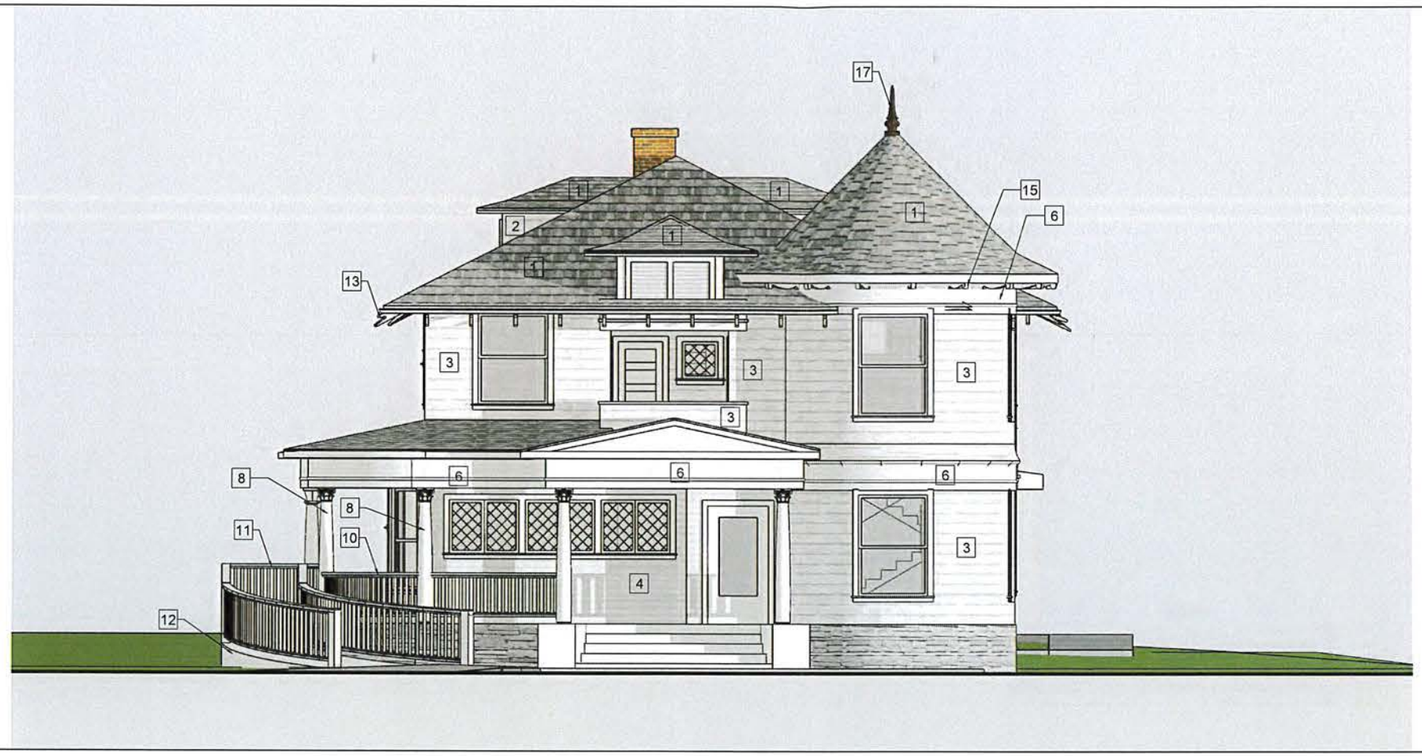
Date: 11/6/20

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-2.0



ELEVATIONS KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
5	(N) WOOD HORIZONTAL SIDING TO MATCH (E)
6	(E) HORIZONTAL BELT COURSE TRIM PAINT FINISH
7	(N) HORIZONTAL BELT COURSE TO MATCH (E)
8	(E) ARCHITECTURAL COLUMNS - RESTORE AS REQUIRED
9	(N) TURNED SOLID WOOD ARCHITECTURAL COLUMNS TO MATCH (E) PAINT FINISH
10	(E) GUARDRAIL (N) PAINT FINISH
11	(N) GUARDRAIL TO MATCH (E)
12	(N) CONCRETE ADA COMPLIANT RAMP SLOPE NOT TO EXCEED 8.3%
13	(E) RAFTER TAIL (N) PAINT FINISH
14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

2 NORTH ELEVATION

SCALE 1/4"= 1'-0"

1 EAST ELEVATION

SCALE 1/4"= 1'-0"

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-28375 STATE OF CALIFORNIA

Architect:
MCNAUGHTON ARCHITECTURE, INC.

SHAN MCNAUGHTON, AIA
305 E. STATE ST., SUITE 300 REDLANDS CA 92373
PHONE: (909) 557-1388
shan@mna-p.com
www.mna-p.com

Owner:
GUADALUPE AND JENNIFER COBANOV

(310)896-6545 / (909)647-8783
jennifercobanov@gmail.com
1605 CALVARY CIRCLE, REDLANDS,CA

Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ELEVATIONS

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

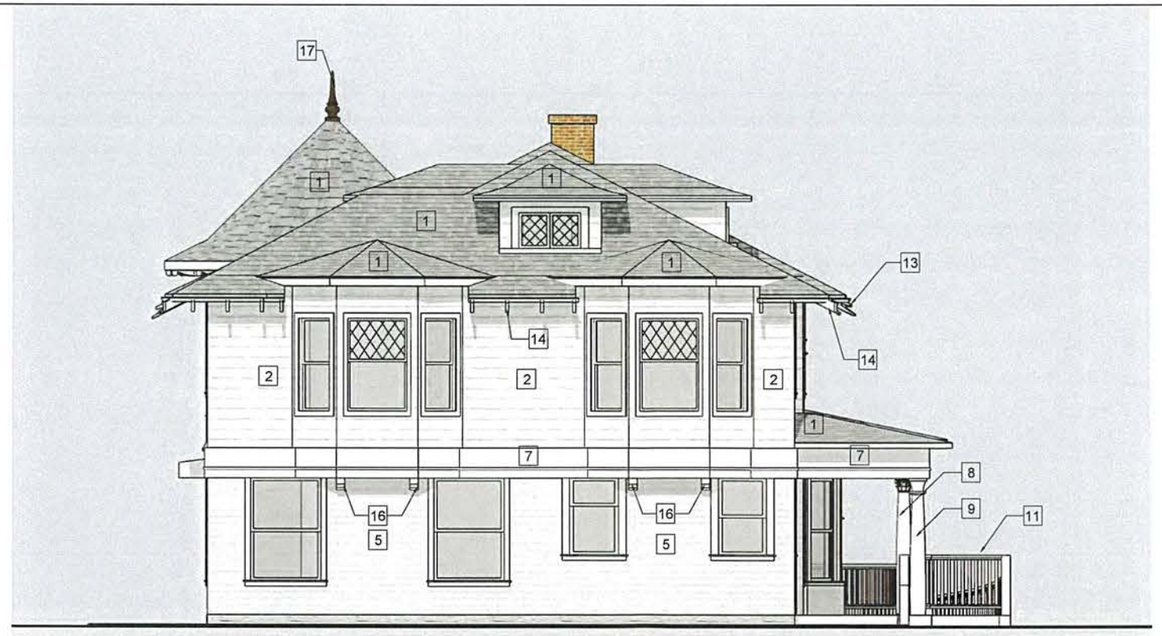
Checked By:
Shan McNaughton, AIA

Sheet Number

A-4.0

2 WEST ELEVATION

SCALE 1/4"= 1'-0"



1 SOUTH ELEVATION

SCALE 1/4"= 1'-0"

ELEVATIONS KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
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4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
5	(N) WOOD HORIZONTAL SIDING TO MATCH (E)
6	(E) HORIZONTAL BELT COURSE TRIM PAINT FINISH
7	(N) HORIZONTAL BELT COURSE TO MATCH (E)
8	(E) ARCHITECTURAL COLUMNS - RESTORE AS REQUIRED
9	(N) TURNED SOLID WOOD ARCHITECTURAL COLUMNS TO MATCH (E) PAINT FINISH
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11	(N) GUARDRAIL TO MATCH (E)
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13	(E) RAFTER TAIL (N) PAINT FINISH
14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-23575 STATE OF CALIFORNIA

Architect:
MCNAUGHTON ARCHITECTURE, INC.

SHAN MCNAUGHTON, AIA
300 E. STATE ST., SUITE 280, REDLANDS CA 92373
PHONE: (909) 307-2000
shan@mna-p.com
www.mna-p.com

Owner:
GUADALUPE AND JENNIFER COBANOV

(310)896-6545 / (909)647-8783
jennifercobanov@gmail.com
1605 CALVARY CIRCLE, REDLANDS,CA

Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ELEVATIONS

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

Drawn By:
Thunyamon Locheroenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-5.0

2 NORTHEAST PERSPECTIVE VIEW FROM ALABAMA ST. NO SCALE

PERSPECTIVE KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
5	(N) WOOD HORIZONTAL SIDING TO MATCH (E)
6	(E) HORIZONTAL BELT COURSE TRIM PAINT FINISH
7	(N) HORIZONTAL BELT COURSE TO MATCH (E)
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11	(N) GUARDRAIL TO MATCH (E)
12	(N) CONCRETE ADA COMPLIANT RAMP SLOPE NOT TO EXCEED 8.3%
13	(E) RAFTER TAIL (N) PAINT FINISH
14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

1 SOUTHEAST PERSPECTIVE VIEW FROM BARTON RD. NO SCALE

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-23875 STATE OF CALIFORNIA

Architect:
MCNAUGHTON ARCHITECTURE, INC.

SHAN MCNAUGHTON, AIA
300 E. STATE ST., SUITE 350, REDLANDS CA 92373
PH: (909) 307-2306
shan@mna-p.com
www.mna-p.com

Owner:
GUADALUPE AND JENNIFER COBANOV
(310)896-6545 / (909)647-8783
jennifercobanov@gmail.com
1605 CALVARY CIRCLE, REDLANDS,CA

Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
PERSPECTIVES

Revisions:

Scale: NO SCALE

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-6.0

PERSPECTIVE KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
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11	(N) GUARDRAIL TO MATCH (E)
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14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

1 SOUTHWEST PERSPECTIVE VIEW

NO SCALE

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-28375 STATE OF CALIFORNIA

Architect:
MCNAUGHTON ARCHITECTURE, INC.

SHAN MCNAUGHTON, AIA
300 E. STATE ST., SUITE 350 REDLANDS CA 92373
PHONE: 909-557-1365
shan@mma-p.com
www.mma-p.com

Owner:
GUADALUPE AND JENNIFER COBANOV

(310)896-6545 / (909)647-8783
jenniffercobanov@gmail.com
1605 CALVARY CIRCLE, REDLANDS,CA

Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
PERSPECTIVES

Revisions:

Scale: NO SCALE

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-7.0

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN	SPACING	WUCOLS#	NOTES
	SHRUBS						
	AGAVE CELSII ALBICANS	WHITE AGAVE	15 GAL	8	PER PLAN	0.2	PROVIDE NURSERY TAGS
	ALOE BREVIFOLIA	SHORT-LEAF ALOE	5 GAL	35	2.5'	0.2	PROVIDE NURSERY TAGS
	ALOE NOBILIS	GOLD-TOOTHED ALOE	5 GAL	20	2.5'	0.2	PROVIDE NURSERY TAGS
	BOUGAINVILLEA "RASPBERRY ICE"	DWARF VARIEGATED BOUGAINVILLEA	5 GAL	19	4'	0.2	PROVIDE NURSERY TAGS
	BUXUS M. J. "GREEN BEAUTY"	GREEN BEAUTY BOXWOOD	1 GAL	5	PER PLAN	0.3	PROVIDE NURSERY TAGS
	COTONEASTER D. "CORAL BEAUTY	CORAL BEAUTY COTONEASTER	1 GAL	15	8'	0.3	PROVIDE NURSERY TAGS
	CRASSULA O. "TRICOLOR"	TRICOLOR JADE	5 GAL	92	3.5'	0.2	PROVIDE NURSERY TAGS
	ECHIUM CANDICANS	PRIDE OF MADEIRA	1 GAL	5	PER PLAN	0.2	PROVIDE NURSERY TAGS
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	30	PER PLAN	0.2	PROVIDE NURSERY TAGS

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN	SPACING	WUCOLS#	NOTES
	TREES						
	BAUHINIA VAREGATA	PURPLE ORCHID TREE	24" BOX	3	30'±	0.3	TREE FORM REQUIRED CITY STREET TREE
	BEAUCARNEA REDURVATA	BOTTLE PALM	24" BOX	2	PER PLAN	0.1	NATURAL MULTI-STEM-MIN. 3 TRUNKS
	HYMENOSPORUM FLAVUM	SWEETSHADE	24" BOX	5	20'	0.2	LOW BRANCHED
	JACARANDA MIMOSIFOLIA	JACARANDA	48" BOX	3	PER PLAN	0.3	NATURAL MULTI-STEM-MIN. 3 TRUNKS
	PHOENIX CANARIENSIS (EXISTING)	CANARY ISLAND DATE PALM	25'± BTH	2	PER PLAN	0.2	RELOCATE WHERE INDICATED FROM ON-SITE LOCATION
	PITTOSPORUM PHILLYREOIDES	DESERT WILLOW	15 GAL	3	PER PLAN	0.2	LOW BRANCHED
	PLATANUS A. "COLUMBIA"	COLUMBIA SYCAMORE	24" BOX	5	PER PLAN	0.3	TREE FORM REQUIRED CITY STREET TREE
	WASHINGTONIA FILIFERA	CALIFORNIAN FAN PALM	10' BTH	3	40'	0.2	BTH=BROWN TRUNK HEIGHT REQUIRED CITY STREET TREE
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	10' BTH	6	40'	0.2	BTH=BROWN TRUNK HEIGHT REQUIRED CITY STREET TREE
	GROUND COVERS						
	CRASSULA T. "CAMPFIRE"	CAMPFIRE JADE	1 GAL	45	2.5'	0.4	PROVIDE NURSERY TAGS
	MALEPHORA LUTEA	YELLOW TRAILING ICEPLANT	1 GAL	57	PER PLAN	0.2	PROVIDE NURSERY TAGS
	SODDED TURF	HYBRID BERMUDA GRASS	LAWN	2,417 S.F.		0.7	AVAILABLE FROM AG SOD
	DROSANTHEMUM FLORIBUNDUM	ROSEA ICEPLANT	FLAT	763 S.F.		0.2	PLANT AT 18" O.C.
	BROWN DECOMPOSED GRANITE	FINES WITH STABILIZER	2" DEEP	8,749 S.F.			
	GOLD DECOMPOSED GRANITE	FINES WITH STABILIZER	2" DEEP	1,260 S.F.			

CONCEPTUAL LANDSCAPE PLAN

CALVARY CIRCLE PROFESSIONAL BUILDING

REDLANDS, CA

REVISIONS

DRAWN BY: CAD
DESIGNED BY: S.T.B.
CHECKED BY: C.R.
DATE: 1/20/21
JOB NO.: 18-50
SCALE: 1"=10'
SHEET: 1
OF 1 SHEETS

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RESOLUTION NO. 8323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1107 FOR THE ADAPTIVE REUSE OF THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Conditional Use Permit No. 1107 is a proposal to rehabilitate and adaptively reuse an existing single family dwelling as a medical office and construct a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet) on the Property; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Conditional Use Permit No. 1107 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Project was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the Applicant, and testimony by members of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Conditional Use Permit No. 1107 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council hereby approves Conditional Use Permit No. 1107 for the Project, subject to the conditions of approval identified in Exhibit "A," Exhibit "B," and Exhibit "C" of this Resolution, and based upon the following findings:

A. That the proposed development will not adversely affect the applicable land use plans of the city;

The proposed development will be consistent with the Administrative Professional District (EV/AP) of the East Valley Corridor Specific Plan and will establish a use that is permitted by right. The design of the project has incorporated the recommendations of the Secretary of the Interior's Standards for the Treatment of Historic Properties to ensure the retention of the property's historic integrity while implementing an adaptive reuse project for a non-residential use in a residential building. The project will comply with all applicable land use plans of the city, including the Specific Plan and the City's General Plan.

B. That the proposed development will not be detrimental to the public health, safety and welfare;

The proposed development will not be detrimental to the public health, safety and welfare. The project will rehabilitate the existing structure to current Historic Building Code and Fire Code requirements, will establish a permitted use in an existing building that has remained vacant for several years, the building will be updated to provide ADA accessible access, and the site plan has been designed to ensure vehicular and pedestrian safety. As a permitted use, the establishment of a medical office will be consistent and compatible with the surrounding uses in the area.

C. That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards;

The proposed development will comply, to the maximum extent feasible, with the regulations of the city's general plan, zoning district, and development standards. A variance and historic parking modification have been included in the project's overall scope to provide relief to development standards with unique site constraints to promote historic preservation. The use will be consistent with the zoning designation and general plan designation, and appropriate adaptive reuse of historic properties is encouraged through policies within the City's General Plan.

D. That the proposed development is appropriate at the proposed location.

The proposed development is appropriate at the proposed location. The property has been zoned Administrative Professional (EV/AP) since the East Valley Corridor Specific Plan's adoption in 1989, the new use is permitted in the zoning designation, and the use is compatible with the surrounding commercial, institutional, and high density residential uses.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES:	Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT NO. 1107

1. This approval is to rehabilitate and adaptively reuse an existing single family dwelling as a medical office and construct a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet) on a 19,970 square foot lot, located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

2. Unless construction has commenced pursuant to the issuance of a building permit, or a time extension is granted in accordance with Code, this approval of the Conditional Use Permit shall expire two (2) years from the date of Planning Commission approval.

3. This permit/approval is granted for the project plans dated February 18, 2021 ("the plans") on file with the Planning Division. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

4. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code and the East Valley Corridor Specific Plan (Specific Plan No. 40).

5. The issuance of any permits shall comply with all applicable provisions of the Redlands California Fire Code and the California Historic Building Code currently in effect.

6. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design, grading plan, landscaping plan, or building elevations without first consulting with the Development Services Director or designee.

7. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

8. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

9. The applicant shall apply for a demolition permit, which is to be reviewed by the Planning Division.

10. The applicant shall obtain approval of a Certificate of Appropriateness, prior to issuance of building permits for exterior improvements. All exterior improvements shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City's Historic Design Manual.

11. The applicant shall comply with all applicable provisions of Section 18.224.020

(Transportation Control Measures) of the Redlands Municipal Code.

12. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

13. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by 7 the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

14. Plans submitted by the applicant with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction.

15. The property owner or operator may not modify any use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

16. All on-site utilities shall be placed underground except power poles for lines over 66 KV. Plans shall be submitted that detail the undergrounding of all on-site utilities, subject to review and approval by the Development Services Director, prior to issuance of building permits.

17. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

18. Ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

19. During the plan check review process, the applicant shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. Walkway lighting shall have a maximum height of 12 feet and all parking lot lighting shall have a maximum height of 30 feet.

20. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee.

21. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

22. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

23. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

24. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

25. The Final Landscape Plans shall incorporate the following:

a. The landscape plan shall comply with all requirements for landscaping in parking lots pursuant EV4.0255 of the East Valley Corridor Specific Plan or other Specific Plan.

b. The landscape plan shall be detailed and show the specific distribution, size, and amount of each species of trees, shrubs, and groundcover;

c. All plant material shall be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three (3) years;

d. Trees with a trunk height of not less than six feet (6') shall be installed in the planters at each end of an aisle, at three (3) space intervals throughout the parking area, and at twenty-foot (20') intervals along the periphery of the parking area. Within parking areas, trees may be clustered in groups to achieve a more natural setting provided the total number of trees meets the previous planting requirements;

e. At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the parking area;

f. At least fifty percent (50%) of the trees shall be fifteen (15) gallon in size, twenty five percent (25%) shall be twenty-four-inch (24") box size, and twenty five percent (25%) shall be thirty-six-inch (36") box in size. All trees shall meet the following minimum caliper sizes. If the caliper size cannot be met at the container size, then the developer shall increase the container size to meet the required caliper;

g. All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/developer shall be in violation of its conditions of approval and subject to enforcement as allowed by law;

h. All landscape planters that are ten feet (10') or less in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots; and

i. An automatic irrigation system shall be utilized to irrigate the site's approved landscape design.

j. Where automobile bumpers overhang landscaped planters, two feet (2') of clear areas unobstructed by trees or shrubs shall be provided for overhang.

k. A solid hedge row to be maintained at a height of 3 feet, upon maturity, shall be planted adjacent to West Park Avenue and Iowa Street, where adjacent to the public right-of-way to screen the parking lot.

26. The landscape architect responsible for the design of the project's landscape plan shall review and certify, prior to a request by the applicant for a final occupancy inspection, that the installed landscaping meets the specifications of the approved landscape plan, except as modified in the conditions of approval.

27. Before placing or constructing any signs on the project property, the applicant shall obtain a sign permit from the City. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

28. Prior to the construction or installation of any monument sign, or issuance of the permits for such, the applicant shall submit and obtain approval of a Commission Review and Approval with the Planning Commission.

29. Prior to the issuance of building permits, ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

30. In the event of an accidental discovery or recognition of any human remains or funerary objects, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

    A. There shall be no further excavation or disturbance of the site or any nearby area (within a 100-foot buffer of the find), as reasonably suspected to overlie adjacent human remains, until the City of Redlands Police Department and San Bernardino County Coroner are contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resource Code Section 11 5097.98, or

    B. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance:

        - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission;
        - The descendent identified fails to make a recommendation; or
        - The landowner or his authorized representative rejects the recommendation

of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

31. The project site shall be kept in a weed and dust free condition throughout all periods of development.

32. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    a. Municipal Utilities & Engineering Department (Exhibit B)
    b. Fire Department (Exhibit C)

_____

Brian Desatnik
Development Services Director

EXHIBIT "B"

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL

[ATTACHED]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1107

Date of P.C. Meeting:	**February 22, 2022**
Applicant:	**Shan McNaughton**
Location:	**1605 Calvary Circle**
Project Description:	**Rehabilitate and Adaptively Reuse an Existing Single Family Dwelling as a Medical Office**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the East Valley Corridor Specific Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. National Pollutant Discharge Elimination System (NPDES) Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT.

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
   a. Grading;
   b. Erosion Control; and
   c. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List.

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

5. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

6. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

7. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)

- Water Capital Improvement Charge; (RMC 3.48)
- Water Source Acquisition Charge; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44) and
- Solid Waste Capital Improvement Charge. (RMC 3.70)

8. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

9. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

10. Requirements for Alabama Street (RMC 18.192.050):

    a. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

11. Requirements for Barton Road (RMC 18.192.050) :

    a. Construct standard sidewalk along the entire street frontage and connect to existing sidewalk west of project site. Provide pedestrian guard rail as needed and as accepted by the City Engineer;
    b. Construct ramps at all curb returns;
    c. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    d. Construct underwalk drain, if necessary; and
    e. Install commercial fire hydrants as required by the Redlands Fire Department.

12. Requirements for Calvary Circle (RMC 18.192.050) :

    a. Provide truncated domes at existing ADA ramp;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

13. Provide for adequate drainage facilities. (RMC 192.050)

14. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power poles that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a street light may be required to install a standard street light, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 18.192.050)

15. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

16. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

17. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

18. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION (Irrigation, if requested).

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-

227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

3. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

4. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

5. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Grading Certification for all grading and improvements relating to the project development.

4. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

5. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

6. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

7. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

8. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

Donald P Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

AKC

Initial

EXHIBIT "C"

FIRE DEPARTMENT
CONDITIONS OF APPROVAL

[ATTACHED]

Title: Development Guidelines		
Number: FG-100	**Revision: A**	**Date:** 09-30-15

Scope: To provide a general guideline of fire department standards and overall project development.

Description: General guidelines for project development with the City of Redlands Fire Department.

Case #: 1107 Reviewed By: PKOM Date: 9/8/18

PROJECT SITE: 1605 Calvary Circle

GENERAL REQUIREMENTS:

- ☒ The Fire Department plan review encompasses the Architectural plans only. Fire sprinkler system, fire alarm system, underground fire service main and hydrants, high-piled storage configuration or any other fire protection system or required fire department permits require a separate deferred plan submittal and are not encompassed in this plan review or approval.
- ☒ The developer shall provide for adequate fire flow. Minimum fire flow requirements shall be based on square footage, construction features, and exposure information supplied by the developer and **must** be available **prior** to placing combustible materials on site in accordance with the California Fire Code.
- ☒ Construction documents shall be in accordance with section 105.4 of the California Fire Code. Construction documents shall be submitted in such form and detail to ascertain by review whether the work indicated and described is in accordance with the requirements of the code. The City of Redlands Building and Safety Department provides a handout for tenant improvement plan check requirements. While this document shall serve as guidance, it is not the intent of this document to be all encompassing. It is incumbent upon the design professional to provide the needed information on the plans.

HYDRANTS:

- ☒ Public fire hydrants are required along streets at intervals not to exceed 300 feet for the commercial and multi-residential areas and at intervals not to exceed 600 feet for residential areas.

- ☑ Fire hydrant minimum flow rates of 1,500 gpm at a 20 psi minimum residual pressure are required for commercial and multi-residential areas. Minimum for hydrant flow rates of 1,000 gpm at a 20 psi minimum residual are required for residential areas.
- ☐ A hydrant shall be within 50 feet of all Fire Department Connections.
- ☐ Private fire hydrants shall be installed to protect each building located more than 150 feet from the curb line. No fire hydrants should be within 40 feet of any exterior wall.

FIRE DEPARTMENT ACCESS:

- ☐ Provide two separate, dedicated routes of ingress/egress to the property entrance. The routes shall be paved, all weather.
- ☑ Provide an access road to each building for fire apparatus. Access roadway shall have an all-weather driving surface of or less than 20 feet of unobstructed width.
- ☐ Extend roadway to within 150 feet of all portions of the exterior wall of all single story buildings.
- ☐ Extend roadway to within 50 feet of the exterior wall of all multiple-story buildings.
- ☑ Access will not have an up or downgrade of more than 12%. Access will not be less than 20 feet in width, with approved turnouts or 20 feet without turnouts and will have vertical clearance of 15 feet. Access will be free of sharp confined turns and will be designed to withstand the weight of any type of emergency vehicle. Access will have a turning radius of 45 feet capable of accommodating fire apparatus.
- ☐ An approved turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.
- ☐ Turnouts shall be a minimum of 10 feet wide and 30 feet in length, with a minimum of 25 feet taper on each end.
- ☐ Driveways exceeding 100 feet in length, but less than 600 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 600 feet in length, turnouts shall be provided no more than 300 feet apart.
- ☐ Streets and cul-d-sacs serving commercial development shall be a minimum of 26 feet wide. Roadways serving buildings 30 feet and greater in height shall be a minimum of 30 feet wide to accommodate aerial truck operations.
- ☐ All proposed traffic calming elements shall be submitted to the fire department for review and approval prior to installation.

SITE:

- ☑ All access roads and streets are to be constructed and usable prior to combustible construction and shall meet the requirements of the adopted ordinance.

- ☐ Two points of connection are required for projects that require a total demand of 3000 gallons per minute for duration of three (3) hours at twenty (20) pounds per square inch.
- ☒ During the construction of this project the site address shall be clearly visible at the job site entrance. Clear and present addressing will enable emergency services equipment and inspectors to locate the job site from the public street. Address numbers shall be a minimum of 24 inches in height. Fire safety during construction shall be in accordance with the California Fire Code.
- ☐ The developer shall provide temporary turn-around for cut-off streets created by project phasing.

BUILDING:

- ☒ Address numerals shall be installed on the building at the front and visible from interior access roadways.
- ☐ New residential buildings that contain two or less dwelling units shall have minimum four (4) inch high numbers with a minimum stroke width of one-half (1/2) inch, and shall be internally illuminated by means of a low voltage power source during the hours of darkness.
- ☐ Where setbacks exceed 100 feet from the street or road, additional non-illuminated four (4) inch numbers shall be displayed at the property entrance.
- ☒ Commercial buildings shall have a minimum of eight (8) inch high numbers, with a minimum stroke width of one (1) inch. Commercial buildings with a total floor area of 100,000 square feet or greater, shall have a minimum of twelve (12) inch high numbers, with a minimum stroke width of one and one half (1 ½) inch. and be illuminated during the hours of darkness.
- ☐ A fire control room for fire department operations shall be provided on all Group M,F,S-1 or S-2 greater than 50,000 square feet.. The location and accessibility of the fire control room shall be approved by the fire code official.
- ☐ Fire extinguishers must be installed prior to the building being occupied. The minimum rating for any fire extinguisher is **2A 10B/C**. Minimum distribution of fire extinguishers must be such that no interior part of the building is over 75 feet travel distance from a fire extinguisher.
- ☐ All buildings, over 200 square feet, shall be equipped with an automatic fire sprinkler system designed to NFPA standards. This includes existing buildings with a 50% remodel, and any change in use over 5,000 square feet.
- ☐ Provide and show on plans; As a result of fire and ensuing demolition the project will require fire sprinklers to be installed throughout the building.
- ☒ Submit plans for the fire protection to the Fire Department prior to beginning construction of the system. Permit required.
- ☐ Tenant improvements in all sprinklered buildings are to be approved by the Fire Department prior to start of construction. Permit required.

Fire Sprinklers required in any building that goes from an R to a commercial occupancy (Adaptive Reuse) RMC 15.20.460 throughout the entire structure.

- ☐ Provide fire alarm (required throughout). Plans must be approved by the Fire Department prior to start of installation. Permits required.
- ☐ Fire Code Permit required contact (909) 798-7601.
- ☐ Fire Sprinkler monitoring required. Plans must be approved by the Fire Department prior to the start of construction. Permit required.
- ☐ Occupant load shall be approved by the Fire Department and shall be provided on all plans.
- ☒ Knox box is required. The proposed project requires the installation of a Fire Department Emergency Key Box to be installed on the exterior of the building at a location approved by the Fire Code Official. Applications may be obtained at the Fire Department Administrative offices.
- ☐ Knox- FDC Plugs. The proposed project required the installation of Fire Department Connection (FDC) locking caps to protect against vandalism. Applications for caps may be obtained at the Fire Department Administrative offices.
- ☐ An Underwriters Laboratory (UL) hood and duct fire extinguishing system shall be installed over the cooking equipment. Permit required.
- ☐ Provide and show on plans a complete and detailed landscaping plan that complies with the provisions of the Wildland-Urban Interface (WUI).
- ☐ Provide and show on plans a note indicating that this project is being constructed within the High Fire Severity Zone (HFSZ) and must meet all applicable fire and building codes.
- ☐ The Fire Department plan review encompasses general provisions only. The submittal of a high-piled combustible storage plan is required prior to the final acceptance of rack installation. Complete the fire department "High-Piled Combustible Storage (FP-212) worksheet for the proposed storage. The storage rack installation must support the proposed commodity in accordance with the California Fire Code as well as the National Fire Protection Association (NFPA) standard. The attached worksheet will help ensure that all information regarding the commodity, facility, and racks is provided.

- ☐ Project is within our High Fire Severity Area and requires compliance with California Building Code 7A with construction, decks, and vegetation management.

- ☐ All landscaping shall comply with the provisions of the Wildland-Urban Interface (WUI) and the High Fire Hazard Area. A deferred set of plans shall be provided to fire for plan review and inspection.

RESOLUTION NO. 8324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING VARIANCE NO. 799 RELATING TO A FRONT YARD AND PARKING LOT SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Variance No. 799 is a proposal for a reduction in the front yard setback requirement (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate required ADA accessibility, and a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the Property; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Variance No. 799 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for Variance No. 799 was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Variance No. 799 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council of the City of Redlands hereby approves Variance No. 799 for the Project subject to the conditions of approval identified in Exhibit "A" of this Resolution, and based upon the following findings:

A. That there are exceptional or extraordinary circumstances or conditions applicable to the Property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone;

There are exceptional and extraordinary circumstances that are applicable to the Property. The Property was subdivided prior to the area's transition to commercial, office, and high density residential, without the foresight of adaptive reuse. As such, the Property is uniquely shaped, with a narrow portion intended to provide access to Calvary Circle. The Property is also uniquely adjacent to three public rights-of-way, including Calvary Circle to the north, Alabama Street to the east, and Barton Road to the south, which require the Property to comply with three larger street-side setbacks, thus limiting the available building area on the Property. The site is also sloped, with a 6 foot increase in elevation from north to south, over approximately 230 linear feet. Furthermore, the site must be designed around an existing building, requested for designation as a historic resource, in order to retain the historic integrity of the building. This combination of Property constraints is unique to this Property, in comparison to properties within the same vicinity and zone.

B. That such variance is necessary for the preservation and enjoyment of a substantial Property right possessed by other properties in the same vicinity and zone district, but which is denied to the Property in question;

The variance is necessary for the Property to establish a use that is permitted by right within the underlying zoning designation. The adaptive reuse of this Property by establishing a medical office in an existing single family dwelling will require site improvements, related to the Property's conversion to commercial office, including on-site parking, landscaping, ADA improvements, and a refuse enclosure. These requirements cannot be completed without the approval of the variance application. Other properties in the same vicinity and zone do not have a requirement for three large street-side setbacks, which is a physical constraint on the subject Property that is inhibiting its ability to be developed to the same extent as other properties. As such, the use and development of the Property with a permitted use, allowed in the same vicinity and zone district, would be denied to the Property in question without the approval of a variance.

C. That the granting of such variance will not be detrimental to the public welfare or injurious to the Property or improvements of others in the vicinity;

The granting of such a variance will not be detrimental to the public welfare or injurious to the Property or improvement of others in the vicinity. The reduced parking lot setback and building setback for the construction of an ADA-compliant accessible ramp will not create situations that are dangerous or harmful to the public. Additionally, the variance would not affect the Property or improvements of others in the vicinity, as the variance is limited to on-site improvements that are related to this specific Property.

D. That the granting of such variance will not adversely affect the general plan of the city of Redlands.

Variance No. 799 will not adversely affect the City's General Plan. Appropriate adaptive reuse projects is encouraged in the City General Plan's policies as a mechanism to promote historic preservation. The approval of Variance No. 799 will support the adaptive reuse project and allow for it to occur. The variance will not conflict with the City's General Plan or any of its policies.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES: Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL
VARIANCE NO. 799

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

2. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval, on April 5, 2024.

3. This approval is for Variance No. 799 to allow a reduction in the front yard setback (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate ADA accessibility, and a recommendation for a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

4. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff.

5. A building permit shall be obtained prior to the construction of any structure.

6. No Certificate of Occupancy or finaled building permit shall be granted until all conditions of approval have been satisfied.

7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design without first consulting with the Development Services Director or his designee.

8. The applicant for this subdivision, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

_____
Brian Desatnik
Development Services Director

RESOLUTION NO. 8325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A HISTORIC PARKING MODIFICATION NO. 31 IN CONNECTION WITH THE ADAPTIVE REUSE OF THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Historic Parking Modification No. 31 is a request to reduce the landscaping planter width from 5'0" to 3'0", reduce the driveway width from 26'0" to 20'4", waiving loading space requirements, allow four (4) compact parking stalls for the adaptive reuse of the structure as a medical office; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Variance No. 799 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Amendment was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Historic Parking Modification No. 31 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council of the City of Redlands hereby approves Historic Parking Modification No. 31 for the Project subject to the conditions of approval identified in Exhibit "A" of this Resolution, and based upon the following findings:

A. The proposed parking modification and use of the historic structure is necessary or desirable for the development of the community, is in harmony with the various elements and objectives of the general plan, and is not detrimental to existing uses or to uses specifically permitted in the zone;

The parking modification is necessary to ensure the adaptive reuse of the existing single family dwelling as a medical office will be able to meet their minimum parking requirement on-site. The use of the historic structure as a medical office is necessary and desirable for the development of the community, as it allows the property to transition to a use permitted by right in the zoning designation. It is in harmony with the various elements and objectives of the general plan, which encourage appropriate adaptive reuse projects, and is not detrimental to existing uses or uses specifically permitted in the zone. With the parking modification, as proposed, the Project will not require a reduction in parking stalls, will not need to rely on parking located within the public right-of-way or rely on off-site parking agreements.

B. That approving the proposed parking modification and use will significantly improve the possibility that the structure will be preserved and maintained as a historic structure;

The approval of the parking modification will significantly improve the possibility that the structure will be preserved and maintained as a historic structure. The property, as part of the Project as a whole, is requesting historic designation. Additionally, the Project will allow the conversion of the property to a medical use, complete the rehabilitation to the existing building, and allow the building, which has been vacant for several years, to be occupied by a new office tenant.

C. That the required parking cannot be provided without the approval of the requested modification;

The Project's ability to meet the required parking is contingent on the approval of the historic parking modification, as requested. Due to the limitations of property size and configuration, as well as the limited available area to construct parking and landscaping improvements, the more flexible regulations under the modification will allow the property to comply with requirements and meet their minimum parking requirements.

D. That all on-site parking lots will function safely;

The on-site parking lot will function safety. All parking stalls meet the minimum requirements for standard and compact parking stalls in the RMC, and the drive aisle will comply with the 26 foot minimum requirement for 2-way traffic. The design has also been reviewed by the City's Municipal Utilities and Engineering Department and Fire Department.

E. That approval of the parking modification will not harm the integrity of the historic structure or the surrounding neighborhood;

The parking modification will not harm the integrity of the historic structure or the surrounding neighborhood, as the Project has been designed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and provides flexibility in parking standards to ensure the integrity may be maintained.

Section 3. Effective date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES: Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

EXHIBIT "A"

CONDITIONS OF APPROVAL
HISTORIC PARKING MODIFICATION NO. 31

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

2. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval, on April 5, 2024.

3. This approval is for Historic Parking Modification No. 31 to allow for the following modifications for the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

   A. Allow a reduction in the width of landscape planters to 3 feet
   B. Allow up to 4 compact parking stalls, without requiring twenty five full sized spaces
   C. Allow for the deletion of the loading space requirements for historic structures having less than 6,000 square feet of gross floor area;
   D. Allow the reduction of driveway approach from 26 feet to approximately 20'4" feet.

4. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff.

5. A building permit shall be obtained prior to the construction of any structure.

6. No Certificate of Occupancy or finaled building permit shall be granted until all conditions of approval have been satisfied.

7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design without first consulting with the Development Services Director or his designee.

8. The applicant for this subdivision, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its

defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

9. The property owner or operator may not modify any use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

_____

Brian Desatnik
Development Services Director

RESOLUTION NO. 8678

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A ONE-YEAR EXTENSION OF TIME TO THE EXPIRATION DATE FOR CONDITIONAL USE PERMIT NO. 1107 AND ASSOCIATED ENTITLEMENTS PERTAINING TO THE ADAPTIVE REUSE OF A SINGLE-FAMILY DWELLING LOCATED AT 1605 CALVARY CIRCLE.

WHEREAS, Guadalupe Cobanov, property owner and applicant, has submitted an application for Extension of Time No. 2 to construct the project approved with Conditional Use Permit No. 1107 for a physician's office and medical clinic located at 1605 Calvary Circle (APN: 0293-133-13-0000); and

WHEREAS, on April 19, 2022, the Redlands City Council held a public hearing and adopted Resolution Nos. 8321, 8322, 8323, 8324, and 8325 to approve Historic Resource Designation No. 135, Amendment 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, and Historic Parking Modification No. 31 for the project; and

WHEREAS, Redlands Municipal Code section 18.192.090 permits an applicant to request a one-year extension of time to extend the expiration date for a Conditional Use Permit, provided the total number of such one-year extensions does not exceed three; and

WHEREAS, on April 16, 2024, the City Council approved the first Extension of Time for the entitlements; and

WHEREAS, the applicant intends to develop the project approved by Conditional Use Permit No. 1107, and filed an Extension of Time application prior to the entitlement's expiration date in accordance with the Redlands Municipal Code; and

WHEREAS, on April 15, 2025, the City Council determined that the approval of the requested one-year extension of time is in the best interests of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. California Environmental Quality Act. Approval of this Resolution is exempt from further environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act, as there is no possibility of any potentially significant environmental effects as a result of the time extension. City Council Resolution No. 8323 was adopted on April 19, 2022, and determined the project was exempt from environmental review in accordance with the California Environmental Quality Act (Sections 15061(b)(3), 15301, 15305, and 15331 of the CEQA Guidelines).

SECTION 2. Approval of Extension of Time. The proposed one-year extension of time for Conditional Use Permit No. 1107, with associated entitlements, is hereby approved in accordance with Redlands Municipal Code Section 18.192.090.

SECTION 3. Expiration Date. The new expiration date for Conditional Use Permit No. 1107 and associated entitlements shall be April 19, 2026. The project shall remain subject to all original Conditions of Approval contained in City Council Resolutions 8323, 8324, and 8325.

SECTION4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 15th day of April, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of April, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve terminating the Non-Professional Services Agreement with Clean Infusion, LLC for cause, rejecting all bids for the Wastewater Treatment Plant Secondary Clarifier No. 1 Rehabilitation Project (Bid #20240923-FM), and directing staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council terminate the Non-Professional Services Agreement with Clean Infusion, LLC for cause.

2. I further move that the City Council reject all bids for the Wastewater Treatment Plant Secondary Clarifier No. 1 Rehabilitation Project (Bid #20240923-FM) and direct staff to solicit new bids for the project.

RECOMMENDATION:

Staff recommends that City Council terminate the Non-Professional Services Agreement with Clean Infusion, LLC for cause, reject all bids for the Wastewater Treatment Plant Secondary Clarifier No. 1 Rehabilitation Project (Bid #20240923-FM), and direct staff to solicit new bids for the project.

DISCUSSION:

On September 23, 2024, MUED staff issued a Request for Bids to rehabilitate and repair the Wastewater Treatment Plant Secondary Clarifier No. 1. On October 24, 2024, the City received bids from nine (9) Contractors. After reviewing the proposals, MUED staff recommended City Council approval of a Non-Professional Services Agreement (NPS Agreement) with Clean Infusion, LLC (Clean Infusion) on December 3, 2024.

On January 20, 2025, Clean Infusion informed MUED staff of its inability to pre-purchase project equipment as required by the bid documents and NPS Agreement and requested that a separate *"Joint Check Payment Agreement"* be executed by the City, Clean Infusion, and Ovivio USA, LLC (equipment manufacturer). The parties met to discuss alternatives for advancing this project within the terms of the existing NPS Agreement. Ultimately, a solution acceptable to all parties could not be reached, and Clean Infusion submitted a request to terminate the NPS Agreement. No project work has been performed, Clean Infusion has not incurred any project expenses, and no project payments have been made by the City. Therefore, MUED staff recommends that City Council terminate the NPS Agreement with Clean Infusion.

MUED staff reviewed the remaining project bids and determined that all proposals exceed the available project funding. Therefore, MUED staff recommends that City Council reject all bids for the Wastewater Treatment Plant Secondary Clarifier No.1 Rehabilitation Project (Bid #20240923-FM) and direct staff to solicit new bids for the project. If approved, MUED staff will revise the project scope of services and re-advertise the project.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities & Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Discussion:

There is no fiscal impact associated with these actions.

Attachments

Executed Agreement (Reference only)
Bid Report
Contract Termination Letter

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of Wastewater Treatment Plant's Secondary Clarifier Rehabilitation Project ("Agreement") is made and entered in this 3rd day of December, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Clean Infusion LLC, a California limited liability company ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform Wastewater Treatment Plant's Secondary Clarifier Rehabilitation Project services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 Contractor shall complete the Services by June 5, 2025, unless the Services are earlier terminated as permitted herein.

4.3 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Four Hundred Thirty Thousand Dollars ($430,000). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Cost Proposal," which is attached hereto and incorporated herein by this reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Warrick Wadman, Owner Clean Infusion, LLC 1150 First Ave. Suite 511 King of Prussia, PA, 19406 wwadman@cleaninfusion.com Phone: (347) 949-1313

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform

any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:
   (i) approve a rate, rule or regulation, or adopt or enforce a City law;

(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent

of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: Eddie Tejeda
Eddie Tejeda, Mayor

CLEAN INFUSION LLC

By: Warrick Wadman
Warrick Wadman, Owner

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

For the purposes of this Exhibit "A", Clean Infusion, LLC is referred to as the "Contractor."

Wastewater Treatment Plant's Secondary Clarifier Rehabilitation Project (Project):
Secondary Clarifier No. 1 is currently out of service, cleaned, and drained, with all mechanical components still in place. The Project includes rehabilitating and repairing specific mechanical systems and components within the existing 80-ft diameter, partially submerged concrete secondary clarifier at the city's WWTP. The existing clarifier is an Eimco/Ovivo Clarifier Type C2D; Serial No. 22021-03-A. The Contractor will be responsible for furnishing all materials, labor, equipment, and tools for the entire Project. The Project will consist of replacing the clarifier drive unit with a new Ovivo C30HT drive with a 3/4 hp gear motor. This drive must include the drive torque control unit and the motor drive package. Other mechanical components that will be replaced or rehabilitated with in-kind components per the manufacturer's recommendations include the skimmer, skimmer arm, skimmer support, scum skimming device, mastic sealer, sludge collection drum with adjustable gate control boxes, eight (8) 6-inch PVC type II draw-off pipes (four (4) per arm) with elbows, collection arm, adjustable squeegee, skimming device counterbalance. Note: The city intends to reuse the existing anchors as part of this Project. This reuse and the replacement/rehabilitation of the in-kind components will eliminate the need for seismic calculations.

Drive and Clarifier Components:
The drive unit must be coated with a high-performance protective coating to resist abrasion and withstand wet conditions, corrosive fumes, chemical contact, and weathering. The coating should meet or exceed industry standards (i.e., NACE No. 3/SSPC-SP6) for surface preparation and use an epoxy or polyurethane-based coating with a minimum dry film thickness of 8-10 mils or as specified by the manufacturer for maximum durability. The drive must have torque overload protection control with a visual indicator and sounding alarm. The drive must rotate counterclockwise at 0.30 RPM to match the existing drive speed, rated up to 30,000 ft-lb torque, with real-time torque value display. Electrical work for the Project is minimal, as the existing control panel will be reused. The Contractor is responsible for ensuring proper integration with the new equipment while utilizing the existing electrical infrastructure.

The new drive assembly unit must be uniformly supported and as level as possible to prevent uneven loading on the main drive housing and bearing, essential to avoid distortion, which can lead to bearing failure and housing breakage. The Contractor will be responsible for the proper placement of the unit and for the lubrication of the drive unit according to the manufacturer's recommendations. Any damage occurring is the Contractor's responsibility for repair or replacement of the entire unit. Contractor must coordinate with the manufacturer to verify the proper installation of the clarifier drive and components. Drive lubrication must be performed following the manufacturer's instructions. The Contractor is responsible for the proper storage of the equipment before and during Project activities. One (1) visit from the manufacturer is required for the startup/checkout of the drive assembly and components to ensure proper operation and to provide training for city personnel.

The Contractor is to make all necessary adjustments or corrections to the work required by the manufacturer representative/inspector. If the manufacturer is required to re-visit the Project site due to adjustments/corrections, Contractor shall be responsible for those additional costs. When sandblasting, the drive must be fully covered or sealed off to protect against sand and dust. Failure to follow the manufacturer's installation, storage, and operational guidelines will void the warranty, and any resulting issues will be at Contractor's expense. The city will provide and be responsible for proper roll-off bins for the disposal and removal of all old equipment. All new clarifier components (listed in the description section of the Fee/Cost Proposal) must be installed with the correct elevations and proper alignment of equipment per the design of the clarifier. Once the Project is complete, the Contractor is required to operate the clarifier for a minimum of 8 hours, observe the rotation and clearance of the arms, and check for contact with the tank bottom. The Contractor is to conduct a thorough inspection of the clarifier and recommend any additional repairs or parts not listed in the scope of services. If additional work is necessary, the Contractor must submit a recommendation to the city. If feasible, the city will provide further direction. No work outside the scope of services is to be performed without city approval.

Onsite Blasting & Painting Services:
The Contractor shall provide all necessary equipment, materials, and labor for the onsite blasting and painting of the secondary clarifier. This includes the clarifier walkway and all underwater steel.

Surface Preparation:
Surface preparation shall be in accordance with SSPC-SP10 (Near-White Metal Blast Cleaning) standards. All rust, mill scale, old paint, and contaminants shall be removed to achieve a clean, roughened surface. Compressed air used for blasting must be clean and dry, and the surface shall be free of oil, grease, and moisture before painting.

Painting Requirements:
A minimum of two coats of high-performance epoxy paint suitable for wastewater environments must be applied. The first coat shall be epoxy primer with a dry film thickness (DFT) of 4-6 mils. The second coat shall be epoxy topcoat, designed for chemical resistance, with a DFT of 5-8 mils. Paint type: Sherwin-Williams Macropoxy 646 or equivalent, approved by the City's Project Manager.

Environmental Conditions:
All surface preparation and painting must be done under proper environmental conditions, including minimum and maximum temperature and humidity levels, as per the manufacturer's recommendations.

Professional Labor Services:
Professional labor services include the removal of the existing bridge, drive, and other clarifier components to be replaced, and the installation of the new complete drive unit and clarifier components as listed in the clarifier drive and components description of the Fee/Cost Proposal. The Contractor is to supply all equipment necessary to complete the Project (i.e., crane, rigging equipment, and associated equipment). The Contractor is responsible for all documentation, safety protocols, and procedures related to confined space entry, ensuring compliance with

applicable regulations and standards. The Project is to be completed in one (1) mobilization and one (1) demobilization of equipment and personnel.
The Contractor is responsible for ensuring appropriate staffing throughout the Project and for paying prevailing wages following applicable regulations. All freight and delivery of equipment are to be included in the bid. The Contractor is responsible for providing detailed submittals for all new equipment, including the clarifier drive unit, motor, and control system. Submittals must include specifications for surface preparation, coatings, electrical wiring, alignment tolerances, and installation procedures. Additionally, the Contractor must submit operation and maintenance manuals, safety plans, startup and commissioning procedures, and final as-built drawings. All work must adhere to manufacturer guidelines, and testing and certification documentation must be provided upon completion. Note* Documentation of warranty terms for the clarifier components, including the drive unit, motor, and other mechanical parts, with a minimum two-year warranty requirement.

Project Conditions:
Workdays/Hours: Monday through Friday, from 6:30 a.m. to 3:30 p.m.
All recognized government holidays will be observed, and no work should be coordinated unless arranged with City staff.
Staging Area: To be determined and coordinated with City staff. The city is not responsible for theft or damage to equipment and materials left overnight.

EXHIBIT "B"

COST PROPOSAL

LINE ITEM NO.	SECTION	DESCRIPTION	PRICE
1	CLARIFIER DRIVE & COMPONENTS	Ovivo C30HT drive unit, drive torque control unit, and motor drive package (with all required lubricants per spec). Sludge collection drum with adjustable gate control boxes (with all necessary seals). Eight (8) 6-inch PVC Type II draw-off-off pipes (four (4) per arm) with elbows and fittings. Full radius scum skimming arm with supports, blade arm, 4' skimming assembly, skimmer blade, counterbalance Adjustable squeegee mechanism (rake arm) Mastic sealer between the weirs and mounting interface (80' D)	$256,518.00
2	PROFESSIONAL LABOR SERVICES	Pricing for labor to remove existing equipment and replace it with the new parts described above.	$71,259.00
3	ONSITE BLASTING & PAINTING SERVICES	Pricing for all necessary equipment, materials, and labor for onsite blasting and painting of the clarifier walkway, scum box, and underwater steel as described in the details scope.	$63,671.00
4	CONTINGENCY	Contingency fund allocated by the City for unforeseen project conditions.	$38,552.00
TOTAL SUM BID (IN DIGITS)			$430,000.00
TOTAL PRICE (WRITTEN IN WORDS): FOUR HUNDRED THIRTY THOUSAND DOLLARS			

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

__X__ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

__X__ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CLEAN INFUSION LLC

By: Warrick Wadman
Warrick Wadman, Owner

Date: 11/19/2024

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **24th day of October, 2024 at 10:00a.m.** on behalf of the Municipal Utilities and Engineering Department for **Secondary Clarifier No. 1 Rehab Project**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (0)	Total Bid Amount
1	Clean Infusion LLC, Columbia, MO	Yes			$391,448.00
2	Sentry Equipment Corp., West Jordan, UT	Yes			$439,672.00
3	Myers & Sons Construction, LLC Sacramento, CA	Yes			$580,000.00
4	Alpha Petroleum Transport Inc II, Corona, CA	Yes			$583,355.76
5	Don Peterson Contracting Inc., San Marcos, CA	Yes			$649,965.00
6	GSE Construction Company, Inc., Livermore, CA	Yes			$663,500.00
7	Filanc Escondido, CA	Yes			$691,000.00
8	Pacific Hydrotech Corporation, Perris, CA	Yes			$778,100.00
9	Metro Builders & Engineers Group, Ltd. Newport Bch, CA	Yes			$1,230,831.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Fernando Mata, LaWanda Butler

Phone: +1-267-698-1176 www.CleanInfusion.com Sales@CleanInfusion.com

TO: City of Redlands
Municipal Utilities & Engineering Dept.
35 Cajon St. Suite 15A
Redlands, CA, 92372

Date: February 19th, 2025

Subject: Formal Notice of Bid Award Declination

City of Redlands,

I am writing to formally notify City of Redlands that Clean Infusion must respectfully decline the award for Secondary Clarifier No.1 Rehab Project/Bid #20240923-FM, which was recently awarded to us. After a thorough review of the contract scope and financial requirements, we have determined that we are unable to proceed due to financial constraints related to the procurement of the required equipment specified in the scope of work.

We sincerely appreciate the opportunity to bid on this project and regret any inconvenience this decision may cause. Please consider this letter as our formal notification of declination.

Thank you for your understanding. We look forward to the possibility of working with the City of Redlands on future opportunities.

Sincerely,

Michael Russell
Inside Sales
Office: 267-698-1176
Cell: 573-489-2710
MRussell@cleaninfusion.com

City Council Meeting **I. 7.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for the temporary closure of E. Brockton Ave for the University of Redlands Commencement on April 25, 2025, and determine that the temporary closure of the street is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that authorization for the items associated with the University of Redlands commencement ceremony on April 25, 2025 are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act.
2. I move to approve the temporary street closure of E. Brockton Ave from University Street to Grove Street on April 25, 2025, for the University of Redlands commencement ceremony.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the University of Redlands commencement ceremony on April 25, 2025, are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; Also, that the City Council direct staff accordingly regarding the temporary street closure request of E. Brockton Avenue from University Street to Grove Street on April 25, 2025, for the University of Redlands commencement ceremony.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees.

The University of Redlands is holding their commencement activities on Friday, April 25, 2025, at the University campus from 6:00 a.m. to 9:00 p.m. As part of the event, the University of Redlands is requesting the temporary closure of E. Brockton Avenue between University Street and Grove Street from 5:00 a.m. to 10:00 p.m. This request requires City Council's approval due to the necessity of a temporary street closure, aimed at managing traffic flow and ensuring the safety of both pedestrians and drivers along E. Brockton Avenue, between University Street and Grove Street. Should the City Council elect to approve the temporary street closure, the following condition of approval will apply; the event will be held on Brockton Avenue between University Street and Grove Street.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:

Fees for closure will be billed to the University of Redlands; therefore there is no associated cost to the general fund.

Attachments

Commencement Schedule of Events
Event Closure Map
Street Closure Form

Commencement Schedule of Events

Below is the full schedule of events and receptions hosted by the U of R in celebration of graduating students. Please note some events require an RSVP at the link provided.

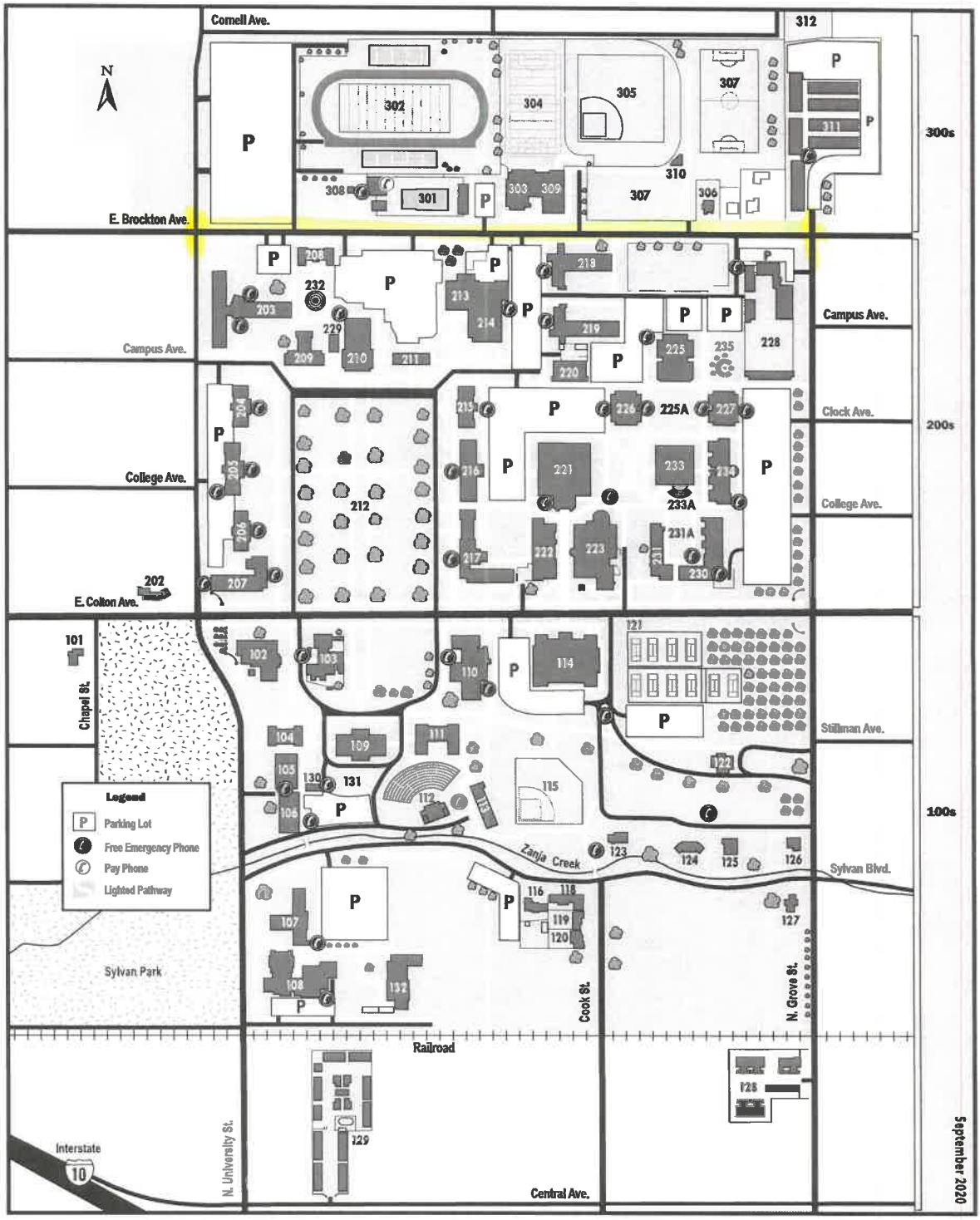
Friday, April 25, 2025

Time	Description	Location
9:00 a.m.	Undergraduate Commencement Ceremony	Ted Runner Stadium
11:00 a.m.	Undergraduate Reception	Serrao Gateway Lawn
12:00 p.m.	Honorary Degree Recipients Lunch	Casa Loma Room
5:00 p.m.	Graduate Commencement Ceremony	Ted Runner Stadium
7:00 p.m.	Graduate Reception	Serrao Gateway Lawn

University of Redlands, Main Campus – Redlands, CA

NUMERICAL LISTING

101 Alpha Xi Omicron (Billings House)
102 Larsen Hall
103 Gallery Building
104 Duke Hall
105 Hornby Hall (School of Business)
106 Hentschke Hall
107 Truesdail Speech Center
108 Theatre Arts Building
109 Administration Building
110 Willis Center
111 Hall of Letters
112 Alumni Greek Theatre
113 Gannett Center
114 Currier Gymnasium
115 Softball Field
116 Delta Kappa Psi House
118 Sylvan Triplex (Phi Mu Alpha, WRW, Kappa Pi Zeta)
119 Alpha Sigma Pi House
120 Beta Lambda House
121 Verdieck Tennis Courts
122 Alumni House
123 Pi Chi House
124 Alpha Gamma Nu House
125 Kappa Sigma Sigma House
126 Chi Sigma Chi House
127 Alpha Theta Phi House
128 Grove Apartments
129 Central Avenue Apartments
130 Art Studio
131 LaFourcade Community Garden
132 Ann Peppers Hall
202 Chi Rho Psi (Merit House)
203 Anderson Hall
204 Fairmont Hall
205 Grossmont Hall
206 Bekins Hall
207 Bekins-Holt Hall
208 Student Health Center
209 Watchorn Hall
210 Memorial Chapel
211 Fine Arts
212 Quad
213 Casa Loma Room
214 University Hall (School of Education)
215 Melrose Hall
216 Cortner Hall
217 California-Founders Hall
218 North Hall
219 Merriam Hall
220 Energy Center
221 Armacost Library
222-223 Hunsaker University Center
225 Orton Center
225A Frosh Quad
226 Williams Hall
227 East Hall
228 Facilities Management
229 Chapel Annex
230 Hedco Hall
231 Gregory Hall
231A Parrish Courtyard
232 Labyrinth
233 Lewis Hall
233A Brown Amphitheater
234 Appleton Hall
235 Fire Ring
301 Thompson Aquatic Center
302 Ted Runner Stadium
303 Field House
304 "R" Field
305 Baseball Stadium
306 Alpha Chi Delta House
307 Farquhar Fields
308 Ticket Booth
309 Fitness Center
310 Farquhar Utility Building
311 Brockton Apartments
312 Sustainable U of R Farm (SURF)



BUILDINGS AND DESTINATIONS

109 Administration Building
110 Admissions Office
112 Alumni Greek Theatre
122 Alumni House
132 Ann Peppers Hall
234 Appleton Hall
221 Armacost Library
130 Art Studio
305 Baseball Stadium
222 Bookstore
233A Brown Amphitheater
221 Bulldog Java & Juice
213 Casa Loma Room
210 Chaplain's Office
225 Copy Center
114 Currier Gymnasium
223 The Den
109 Development Office
104 Duke Hall
220 Energy Center
222 Event Services Office
228 Facilities Management
307 Farquhar Fields
310 Farquhar Utility Building
303 Field House
211 Fine Arts
235 Fire Ring
309 Fitness Center
209 Frederick Loewe Performance Hall
108 Frederick Loewe Theatre
225A Frosh Quad
103 Gallery Building
113 Gannett Center
231 Gregory Hall
111 Hall of Letters
230 Hedco Hall
106 Hentschke Hall
105 Hornby Hall
221 Human Resources Office
222-223 Hunsaker University Center
206-207 Johnston Center
221 Jones Computer Center
232 Labyrinth
131 LaFourcade Community Garden
102 Larsen Hall
223 Launch Kitchen
233 Lewis Hall
210 Memorial Chapel
109 Office of Equity & Title IX
214 Office Services
225 Orton Center
231A Parrish Courtyard
223 Plaza Cafe & Market
222 Post Office
109 President's Office
110 Public Safety Office
212 Quad
304 "R" Field
109 Registrar
105 School of Business
214 School of Education
115 Softball Field
222 Student Affairs Office
221 Student Development Center
110 Student Financial Services
208 Student Health Center
312 Sustainable U of R Farm (SURF)
223 The Table at Irvine Commons
302 Ted Runner Stadium
108 Theatre Arts Building
301 Thompson Aquatic Center
308 Ticket Booth
107 Truesdail Speech Center
109 University Communications
214 University Hall
121 Verdieck Tennis Courts
108 Wallichs Theatre
209 Watchorn Hall
110 Willis Center

RESIDENTIAL

203 Anderson Hall
206 Bekins Hall
207 Bekins-Holt Hall
311 Brockton Apartments
217 California-Founders Hall
129 Central Avenue Apartments
216 Cortner Hall
227 East Hall
204 Fairmont Hall
205 Grossmont Hall
128 Grove Apartments
215 Melrose Hall
219 Merriam Hall
218 North Hall
226 Williams Hall

ORGANIZATIONAL/GREEK HOUSES

306 Alpha Chi Delta House
124 Alpha Gamma Nu House
119 Alpha Sigma Pi House
127 Alpha Theta Phi House
101 Alpha Xi Omicron (Billings House)
120 Beta Lambda House
202 Chi Rho Psi (Merit House)
126 Chi Sigma Chi House
116 Delta Kappa Psi House
118 Kappa Pi Zeta House
125 Kappa Sigma Sigma House
118 Phi Mu Alpha House
123 Pi Chi House
118 WRW House

Event: University of Redlands Commencement Date: 4/25/25

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: University of Redlands

To close (street names) Brockton Avenue

Between (street names) University Street and Grove Street

Day & date 4/25/25 **Event times -** from (time) 6 ☑ am ☐ pm to (time) 9 ☐ am ☑ pm

Address of Applicant: 1200 East Colton Avenue, Redlands, CA 92373 Phone No: 909-748-8895

Signature of Applicant: Erika Edwards Digitally signed by Erika Edwards Date: 2025.03.04 10:34:00 -08'00' Applicant Name (print): Erika Edwards

Condition(s);**set up & clean up time required**: Public Safety will provide security to post at both intersections

Event Description: The University will be hosting Commencement ceremonies for graduating students

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. Rachel Zol — Chief of Police — Date: 3/4/2025
2. [signature] — Municipal Utilities & Engineering Department — Date: 3/5/25
3. [signature] — Facilities & Community Services Department — Date: 3/4/25
4. [signature] — Risk Management Division — Date: 3/5/25

Street Closure time: From 5 ☒ am ☐ pm To 10 ☐ am ☒ pm

Staff Notes: CITY STAFF WILL CHECK AND REMOVE BARRICADES

City Council Meeting **I. 8.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support in the amount of $7,587 related to the Redlands Festival of Arts to be held on Saturday, May 24, and Sunday, May 25, 2025; authorize temporary street closures related to the event; approve a request for in-kind support in the amount of $7,587; authorize the sale and consumption of alcoholic beverages at the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that authorization for the items associated with the Redlands Festival of Arts to be held on Saturday, May 24, and Sunday, May 25, 2025, are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;
2. I move to authorize and approve the expenditure of city resources and in-kind support, the temporary street closures, and the sale and consumption of alcoholic beverages during the Redlands Festival of Arts to be held on Saturday, May 24 and Sunday, May 25, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the Redlands Festival of Arts is exempt from environmental review pursuant to Section 15311(c) of CEQA guidelines. Staff further recommends that the City Council direct staff accordingly regarding the expenditure of $7,587 for personnel, equipment, in-kind support, and the temporary street closures detailed in the staff report. Additionally, staff

recommends that the City Council authorize and approve the sale and consumption of alcoholic beverages in the designated area for the event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of city equipment, staff, and facilities for special events.

According to the application, the event will showcase over 100 artist booths, seven food trucks, a beer garden, and two locations for small musical groups to perform. This is the 12th anniversary of the event, which started in 2013. The estimated attendance for this year's event is 7,000. The event organizer is requesting setup to begin Friday, May 23 at 9:00 a.m. through Sunday, May 25, 2025 at 9:00 p.m. The Redlands Arts Festival Association (RAFA) is requesting permission to serve alcohol at the event which will end no later than 5:00 p.m. on each day of the two-day event. RAFA is also requesting approval to close Eureka Street from Olive Avenue to the south side of the Joslyn Senior Center parking lot. A soft closure would be erected with barricades and personnel from Olive Avenue to the north side of the Contemporary Club parking lot, then a hard closure would be in place, using the Meridian crash barriers, from the north side of the Contemporary Club parking lot to the south side of the Joslyn Senior Center parking lot. The soft closure would allow residents in this portion of Eureka Street access to their driveways and homes during the closure dates. RAFA is also requesting the closure of Forth Street between W. Vine Street and the north side of the Contemporary Club parking lot. This portion would also be closed as a hard closure with the use of the Meridian crash barriers. The closure of Eureka Street and Fourth Street would be set up on Friday, May 23rd, at 9:00 a.m. and stay in place until Sunday, May 25, at 9:00 p.m. The soft closure on Eureka would be removed during the after-hours timeframe and re-set at the commencement of the event the next day.

Redlands Arts Festival Association is also requesting in-kind support in the amount of $7,587 for departmental resources, including personnel and equipment from the Police and Facilities and Community Services departments. RAFA is a registered non-profit organization operating out of the City of Redlands. The City previously approved in-kind support in the amount of $5,407 for the Redlands Festival of Arts. RAFA, has successfully hosted these events, gathering hundreds of thousands, which is a benefit for local businesses and community engagement.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction or replacement of a minor accessory structure next to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$7,587.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request
Event Map
Verification of Non-Profit
ABC Permit
Street Closure Permit/Map
Fiscal Impact

City of Redlands *In-Kind Support Request*

Event Name: Redlands Festival of Arts

Event Date(s): May 23, 2025 ~~to May 25, 2025~~ **Location(s):** Smiley Park including Bowl area

Rain Out Date: None **Beginning Time:** 8 a.m. **End Time:** 5 pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Art show with more than 100 artist booths, seven food trucks, one beer & wine garden, two locations for small musical groups to perform. All totally gated. Our 13th show. Founded in 2013 Always in Smiley Park including Bowl stage

Select and Describe All City Provided Services That May Apply to Your Request :

- [X] Traffic (*Personnel, equipment, cones, barricades, no-parking*) — Street barricades at 7 locations
- [X] Police (*Public Safety Personnel*) — To be determined by Police Dept. In the past we have had two officers 10 am to 5 pm on Saturday and Sunday.
- [ ] Fire (*Paramedics, Inspectors*)
- [X] Parks (*Cleanup Personnel, Ball Field Lights*) — Turn off water sprinkers ahead of event.
- [X] Facility — We do not use Bowl stage and seating, but we do use the grounds immediately around them.

Refuse/Recycling (*Event Receptacles, Roll-Off Service*) acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [X] Other — We will rent large city trash bin and cardboard trash boxes. See attached recycling plan.

Group/Organization Name: Redlands Arts Festival Assn., Inc.

Is your Group/Organization a Registered Non-Profit: [X] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [X] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured. to be provided in May prior to the festival.

Has your Group/Organization received fee waivers from the City in the past? yes, every year.

Primary Contact Name & Title: Jerry Bean, treasurer

Mailing Address: 1940 Country Club Lane, Redlands CA 92373

Phone Number: 909 816-9913 **E-Mail Address:** jbean@centurygroup.com

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Provides avenue for local and area artists to exhibit and sell their works. Funds raised by the show are granted to youth art education groups

Describe what economic benefit and impact this event will bring to the City:

Helps establish Redlands as a center for Arts activities, a quality town. Some hotel and restaurant sales. Some city sales tax from artists' sales 7,000 people enjoy attending the show.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	Est. 5,000	4,500	
Attendance: Non-Residents	Est. 2,000	2,000	
Food & Beverage Sales	$10,000 in community		$5,000 beer garden
Merchandise Sales	$ [illegible]00 (art)		$50,000 artist sales
Ticket/Entrance Fees	-0- free		
Other			
Total Revenue			$55,000

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Jerry Bean **Title:** Treasurer

Please Print Your Name: Jerry Bean **Date:** 2/4/2025

To Be Completed by the City of Redlands

Date Received: 02/04/2025 **Received By:** Julyn Ramirez

Notes:

City Manager Approval: City Council Approval:

Art Show area will be totally enclosed by fencing or by building walls.

Redlands Festival of Arts
May 27-28, 2023

Olive Ave

Totally open

Soft close
Barricades will be manned to allow resident access.

As we did last year, we will coordinate with churches on the street closures.

Residents will have access to their homes.

4th Street

Contemporary Club Building

Eureka St.

Main Entrance / Manned

Hard close

Food Trucks in parking lot

Mission Gables restrooms

Beer Garden

Lincoln Shrine

Artist booths

Seating

Bowl Stage

Small Tables & Eating

Artist booths

church buildings

Presbyterian church park

Library Building

Handicapped Parking Only

Senior Center parking lot

Main Entrance / Manned

Soft close. Barricades will be manned to allow handicapped pedestrian entrance

Vine St.

Library Drive

Vine St.

Police Annex

Soft Close Manned

Entrance to library handicapped

Phone Building

Hard Close — No vehicles or pedestrians allowed to pass.

Soft Close — Barricades will be moved to allow residents to pass.

Approximate location of fence or sides of buildings

Note: On east side of library, fence will be located to allow handicapped access to building, and soft close can be opened to vehicles if necessary.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 15 2013

REDLANDS ARTS FESTIVAL ASSOCIATION
1320 DRAKE RIDGE CREST
REDLANDS, CA 92373

Employer Identification Number:

DLN:
17053247403043
Contact Person:
JODI L GARUCCIO ID# 31481
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 27, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

REDLANDS ARTS FESTIVAL ASSOCIATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Director, Exempt Organizations

Enclosure: Publication 4221-PC

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Festival of Arts	

Organization Mailing Address: 1940 Country Club Lane, Redlands CA 92373

LICENSE TYPE

☐ Special Daily Beer and Wine	☐ Daily General	☐ Special Temporary License
☐ Amateur Sports Organization ☒ Charitable ☒ Civic ☐ Cultural ☐ Fraternal ☐ Political ☐ Religious ☐ Social ☐ Other:	☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure ☒ Organization Formed for Specific Charitable or Civic Purpose ☐ Fraternal Organization in Existence over Five Years with Regular Membership ☐ Religious Organization ☐ Vessel per Section 24045.10 B&P ($50.00)	☐ Television Station per Section 24045.2 or 24045.9 B&P ☒ Non-profit Corporation per Section 24045.4 and 24045.6 B&P ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P ☐ Other Special Temporary License Per Section: License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event (Mark Yes, if the event is 100% virtual)
5/24 & 25, 2025	2	10 am To 4 pm	☐ Yes ☒ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
1940 Country Club Lane Redlands CA 92373	Smiley Park, Redlands	☒ Yes ☐ No

Event Type	Type of Entertainment	Event Open to Public
☐Barbeque ☐Dinner ☐Sporting Event ☐Birthday ☐Festival ☐Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☒Other: Fine Arts Show ☐Dance ☐Picnic	Small music groups	☐ Yes ☐ No
	Estimated Attendance: 7,000 over two days Security Guard: ☒Yes ☐No If Yes, how many: 2 police officers	Outdoor Event: ☒ Yes* ☐ No *If Yes, a diagram of the event area is required

REQUIRED

☒ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Jerry Bean	909 816-9913 (cell)	jbean@centurygroup.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Jerry Bean	909 816-9913	Jerry Bean	2/4/2025
Property Owner Approval By (Name) Required	Phone Number	Signature	Date Signed
Tabitha Crocker	909.798.7655	[illegible]	2/4/25
Law Enforcement Approval By (Name), If applicable	Phone Number	Signature	Date Signed
Ryan STEINHAUS	909 647 8165	[illegible]	2/4/25
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Redlands Festival of Arts	
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
Smiley Park	Vine St.

DIAGRAM

I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

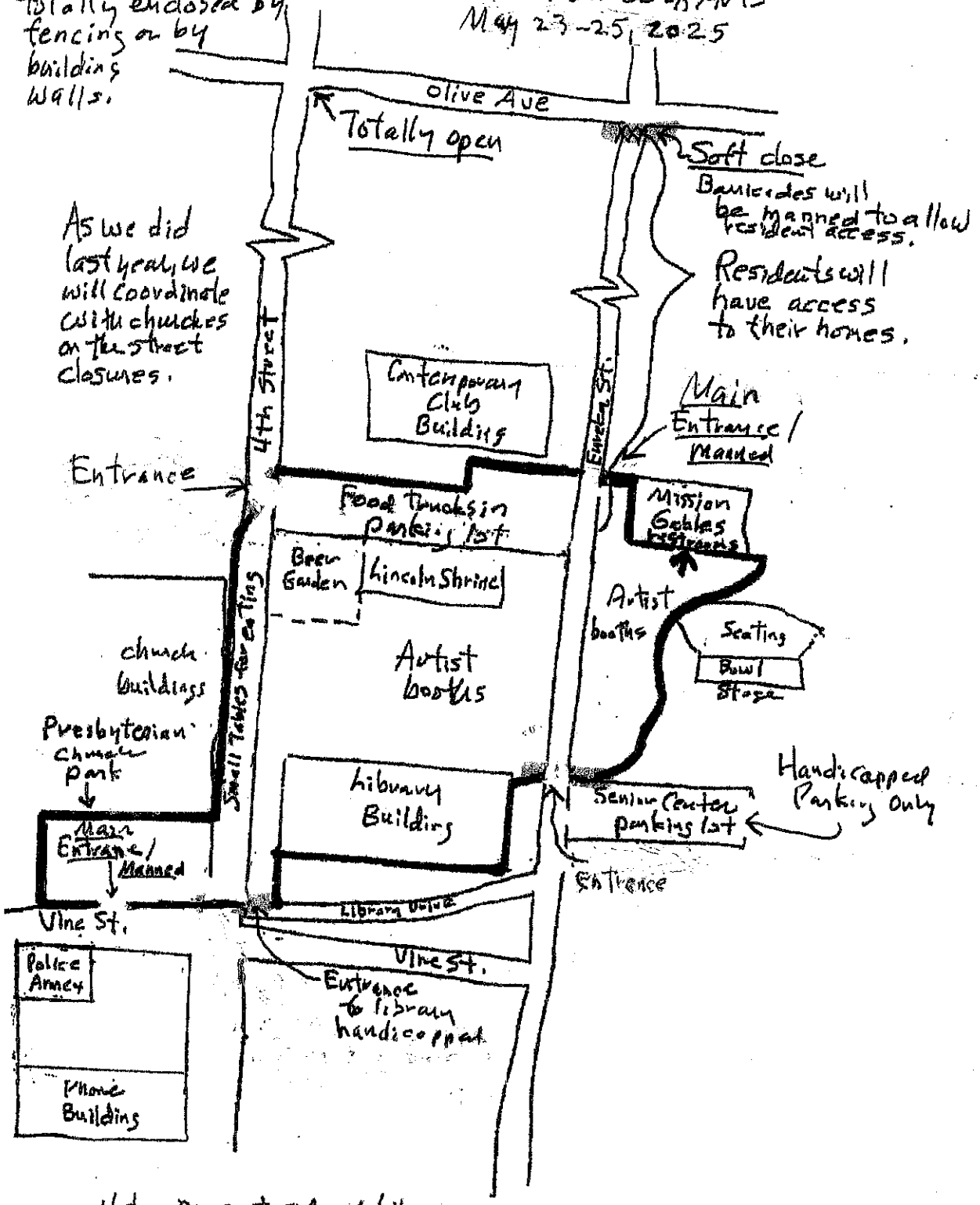
APPLICANT SIGNATURE	DATE SIGNED
Jerry Beam	2/4/2025

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

Art Show area will be totally enclosed by fencing or by building walls.

Redlands Festival of Arts
May 23-25, 2025



Note: On east side of Library, fence will be located to allow handicapped access to building, and soft close can be opened to vehicles if necessary.

Event: Redlands Festival of Arts

PERMIT TO CLOSE STREET FOR ~~SOCIAL~~ LARGE CIVIC EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).** There is no event flyer.
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Festival of Arts

To close (street names) 4th Street between Vine St and Oliver Avenue

Between (street names) Eureka St. between Vine St. and Oliver Avenue

On (date) ~~May 23, 24, 25, 2025~~ **Event times -** from (time) 24 hours a day for three days ☐ am ☐ pm to (time) ____ ☐ am ☐ pm

Address of Applicant: 1320 Draley Ridge Redlands 92373

Signature of Applicant: Jerry Bran Phone No. 909-816-9913

Condition(s): _____

Event Description: Fine Arts show with beer & wine garden

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

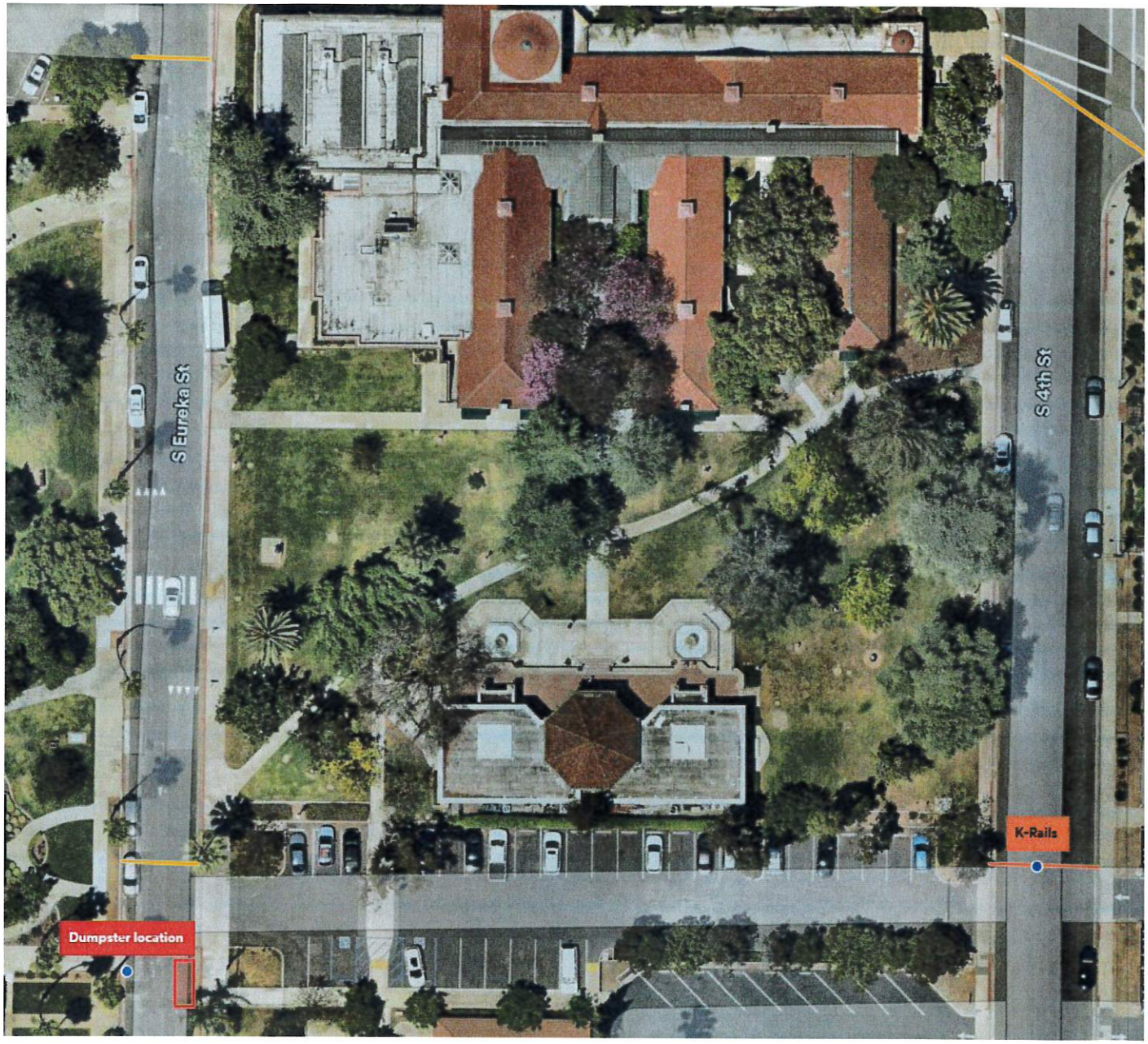
1. _____ Chief of Police — Date 2/4/2025
2. _____ Municipal Utilities & Engineering Department — Date 2/6/25
3. _____ Facilities & Community Services Department — Date 2/4/25
4. _____ Risk Management Division — Date 3/11/25

Street Closure time: From 5/23 @ 9 ☒ am ☐ pm To 5/25 @ 9 ☐ am ☒ pm

Staff Notes:

CITY STAFF WILL ERECT BARRIER ON EUREKA AND ON 4TH

Redlands Festival of Arts Street Closure Map



Art Show area will be totally enclosed by fencing or by building walls.

Redlands Festival of Arts
May 27-28, 2023

Olive Ave

Totally open

Soft close
Barricades will be manned to allow resident access.

Residents will have access to their homes.

As we did last year, we will coordinate with churches on the street closures.

4th Street

Small Tables for eating

Contemporary Club Building

Eureka St.

Main Entrance / Manned

Hard close

Food Trucks in parking lot

Mission Gables restrooms

Beer Garden

Lincoln Shrine

Artist booths

Seating

Bowl Stage

Artist booths

church Buildings

Presbyterian Church park

Library Building

Handicapped Parking Only

Senior Center parking lot

Main Entrance / Manned

Soft close. Barricades will be manned to allow handicapped pedestrian entrance

Vine St.

Library Drive

Vine St.

Police Annex

Soft close Entrance to library handicapped manned

Phone Building

Note: On east side of library, fence will be located to allow handicapped access to building, and soft close can be opened to vehicles if necessary.

Hard Close — No vehicles or pedestrians allowed to pass.

Soft Close — Barricades will be moved to allow residents to pass.

Approximate location of fence or sides of buildings

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$3,997.00	Hard Cost	$3,392.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$3,375.00	Hard Cost	$1,800.00
Personnel & Equipment Subtotal	**$7,372.00**		$5,192.00
Fees Established by City Council Resolution			
Park Reservation	$215.00	Soft Cost	$215.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$215.00**		**$215.00**
Total Departmental Charges and Fees	**$7,587.00**		$215.00
	$7,372.00 **$215.00** **$7,587.00**	Hard Cost Soft Cost Total	**$5,192.00** **$215.00** **$5,407.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$380,665.30	$30,368.70	$0.00	$411,034.00	$411,034.00

City Council Meeting **I. 9.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request to hold the Redlands Firefighter's Car Show event hosted by the Redlands Professional Firefighters Association on May 25, 2025, at Ed Hales Park and along East State Street and Citrus Avenue; authorize temporary street closures related to the event; approve a request for in-kind support in the amount of $16,507.00; authorize the sale and consumption of alcoholic beverages at the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that authorization for the items associated with the Redlands Firefighter Car Show are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;
2. I move to authorize and approve the temporary street closures, expenditure of city resources and in-kind support, and the sale and consumption of alcoholic beverages relating to the Firefighter Car Show Event on May 25, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the Redlands Firefighter Car Show is exempt from environmental review pursuant to Section 15311(c) of CEQA guidelines. Staff further recommends that the City Council direct staff accordingly regarding the expenditure of $16,507.00 for personnel, equipment, and in-kind support, as well as the temporary street closures detailed in the staff report. Additionally, staff recommends that the City

Council authorize and approve the sale and consumption of alcoholic beverages at Ed Hales Park (State St & 5th St) during the event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of city equipment, staff, and facilities for special events.

The Redlands Professional Firefighters (RPFA) is requesting to hold the annual Redlands Firefighter's Car Show event at Ed Hales Park and along East State Street and Citrus Avenue in the downtown area on Sunday, May 25, 2025, from 5:00 a.m. to 6:00 p.m. The RFPA is requesting street closures from 2:00 a.m. to 8:00 p.m. to allow for vendor and entry vehicle check-in, set up and clean up. The RFPA is requesting the closure of East State Street between Orange Street and Redlands Boulevard; 5th Street between Redlands Boulevard and Citrus Avenue; 6th Street between the alleyway north of East State Street and Citrus Avenue; 7th and 8th Streets between the alleyway north of East State Street and the alleyway south of East State Street; 9th Street between Redlands Boulevard and the alleyway south of East State Street, Orange St. between Citrus Ave. and Redlands Blvd, and Citrus Ave. between Orange St. and 5th St. Access to both the lower and upper levels of the Citrus Ave. parking structure will remain open.

City Council approval is also necessary to authorize the consumption of alcohol for this event due to its proposed location of Ed Hales Park. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 and therefore the approval of this request is outside of staff's purview.

The City previously approved in-kind support in the amount of $9,598.00 for the Annual Firefighter Car Show Event in 2024. Redlands Professional Firefighters Association has successfully hosted 25 of these events, gathering thousands of people throughout the Downtown area of Redlands, which is a huge benefit for local businesses. The application states that it will provide local service clubs and organizations with an opportunity to raise funds for charity and bring revenue to local businesses.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c),

accessory structures Class 11 facilities, consists of the construction or replacement of a minor accessory structure next to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$16,507.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request

Street Closure Map
Event Flyer
Verification of Non-Profit
ABC Permit
Street Closure Permit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: 26th Annual Redlands Firefighters Car Show

Event Date(s): 05-25-2025 **Location(s):** Ed Hales Park

Rain Out Date: **Beginning Time:** 8AM **End Time:** 5PM

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Fee waiver for Police and Fire. It is a requirement for a police presence for the single-day alcohol use permit. Additional security will also be provided by event personnel at the beer garden. Also utilization of Fire Department ARVs.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades in classic market night setup plus Citrus as detailed.
- [x] Police (*Public Safety Personnel*) — Required for beer garden
- [x] Fire (*Paramedics, Inspectors*) — Fire Department ARV
- [ ] Parks (*Cleanup Personnel, Ball Field Lights*)
- [x] Facility — Event volunteers will assist in cleanup of State St. and Ed Hales Park

Refuse/Recycling (*Event Receptacles, Roll-Off Service*) acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [x] Other — Refuse boxes will be placed and tended along State St and Ed Hales Park

---

Group/Organization Name: Redlands Professional Firefighters

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Dustin Tucker

Mailing Address: PO Box 784 Redlands, CA 92373

Phone Number: 909-705-7174 **E-Mail Address:** dustintucker8@gmail.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this	Proceeds from the event are used to support the local community through the Redlands Firefighters Benevolent Fund. The fund has supported local charities, youth sports organizations, and families in need.
Describe what economic benefit and impact this event will bring to the City:	The Redlands Firefighters Car Show attracts hundreds of spectators to downtown Redlands. Spectators not only enjoy the car show, but visit the local businesses and dining establishments in the city throughout the day.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	500-1000	500-1000	8-10
Attendance: Non-Residents	Approx 1000	Approx 1000	
Food & Beverage Sales	Local Vendors		
Merchandise Sales	Local Vendors		
Ticket/Entrance Fees	$30.00 Car registration		
Other			
Total Revenue	$10000		

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: [signature] **Title:** Volunteer

Please Print Your Name: Dustin Tucker **Date:** 1/15/25

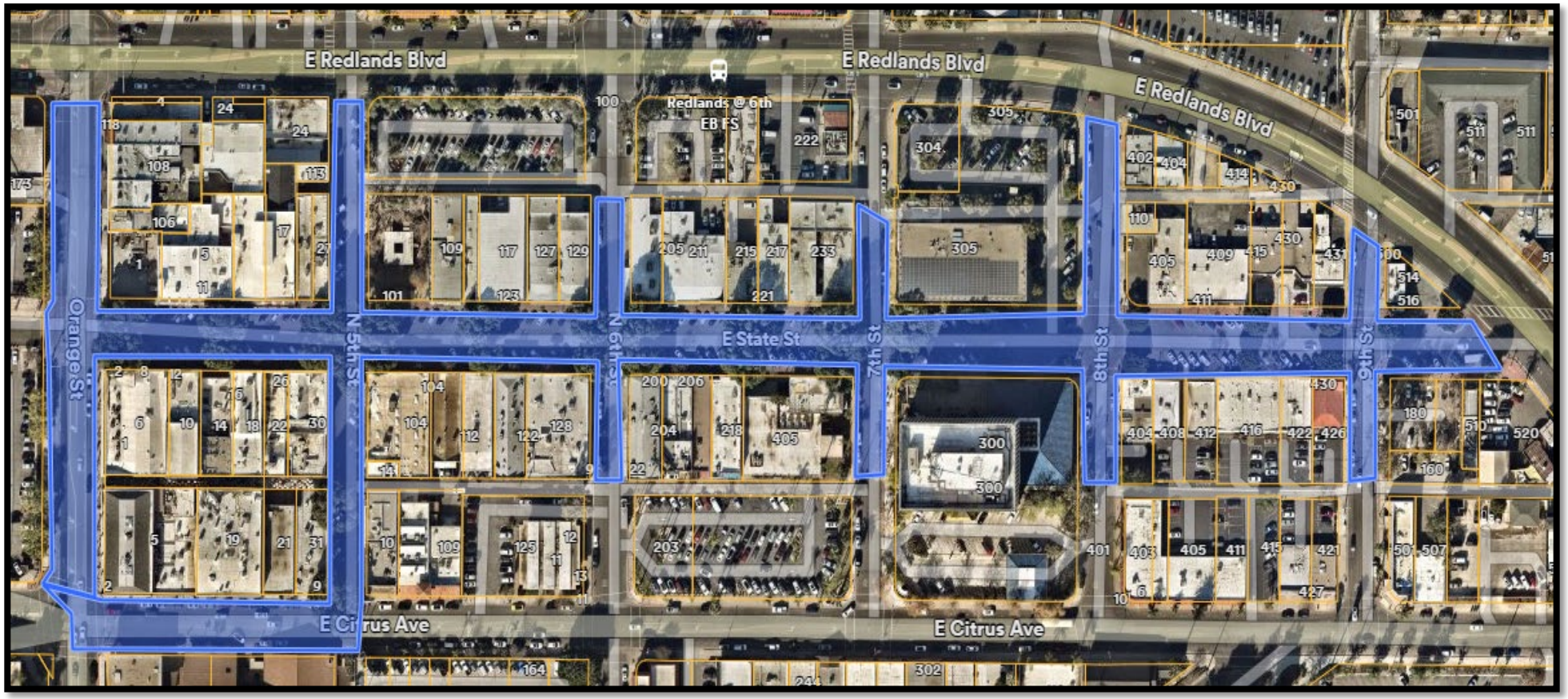
To Be Completed by the City of Redlands

Date Received: 01/24/2025 **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:

Firefighters Car Show Street Closure- 2025



SUNDAY - MAY 25, 2025

Downtown Redlands 8:00am - 6:00pm

THANKS TO OUR 2024 SPONSORS

SPECIAL GUEST APPEARANCE

Stater Bros. charities · Empire Bowl Redlands California · Red Muff · Burgeson's Heating • A/C • Electrical Solar • Plumbing Since 1949 · JAM Sportswear Custom Silkscreening 909.798.4552 · Toyota Redlands · Speakeasy Off State Event Venue · Party Plus Rentals partyplusrental.com 909-796-3388 · Chasie Conway Photography · Lakeside Customs · Shakey's Pizza Parlor · 10th Annual Touch a Truck · Redlands Auto Electric · Escape Craft Brewery · Hangar 24 Craft Brewing · J. Riley Distillery Redlands · Firefighters First Credit Union · Brewcaipa Brewing Co. · Reid's Specializing in Honda & Acura Service & Repair · California Highway Products · RP Print & Design

Proceeds Benefitting: The Redlands Firefighters Benevolent Fund

REDLANDSFIREFIGHTERSCARSHOW.ORG

Redlands Community Foundation

EIN: Redlands, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2023 Form 990

Organization Name:
REDLANDS COMMUNITY FOUNDATION

EIN:

Tax Period:
202306

Return ID:
4724280

Filing Type:
E

Return Type:
990

Copy of Return:

2023 Form 990 Filing
[https://apps.irs.gov/pub/epostcard/cor/ 202306_990_2024031222317361.pdf]

- Tax Year 2022 Form 990
- Tax Year 2021 Form 990
- Tax Year 2020 Form 990
- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990
- Tax Year 2016 Form 990

State of California

Department of Alcoholic Beverage Control

DAILY LICENSE APPLICATION

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Professional Firefighters Association	
Organization Mailing Address: PO Box 784 Redlands, CA 92373	

LICENSE TYPE

☑ **Special Daily Beer and Wine**
- ☐ Amateur Sports Organization
- ☑ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☐ Other:

☐ **Daily General**
- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☑ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Fraternal Organization in Existence over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

☐ **Special Temporary License**
- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P
- ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P
- ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P
- ☐ Other Special Temporary License Per Section:

License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event
05/25/2025	1	11AM To 5PM	☐ Yes ☑ No *Mark Yes, if the event is 100% virtual*

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
101 E. State St.	Ed Hales Park / State St, Orange St, and Citrus Ave	☑ Yes ☐ No

Event Type	Type of Entertainment	Event Open to Public
☐Barbeque ☐Dinner ☐Sporting Event ☐Birthday ☐Festival ☑Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☐Other: ☐Dance ☐Picnic	Car Show	☑ Yes ☐ No
	Estimated Attendance: 3,000 / Security Guard: ☑Yes ☐No If Yes, how many: Redlands Police Department	Outdoor Event: ☑ Yes* ☐ No **If Yes, a diagram of the event area is required*

REQUIRED

☑ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Dustin Tucker	909-705-7174	dustintucker8@gmail.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Dustin Tucker	909-705-7174		01/12/2025
Property Owner Approval By (Name) Required: Tabitha Crocker	909.798.7655		1/29/25
Law Enforcement Approval By (Name), If applicable: RYAN STEINHAUS	909.647.8165		02/04/25
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

Department of Alcoholic Beverage Control

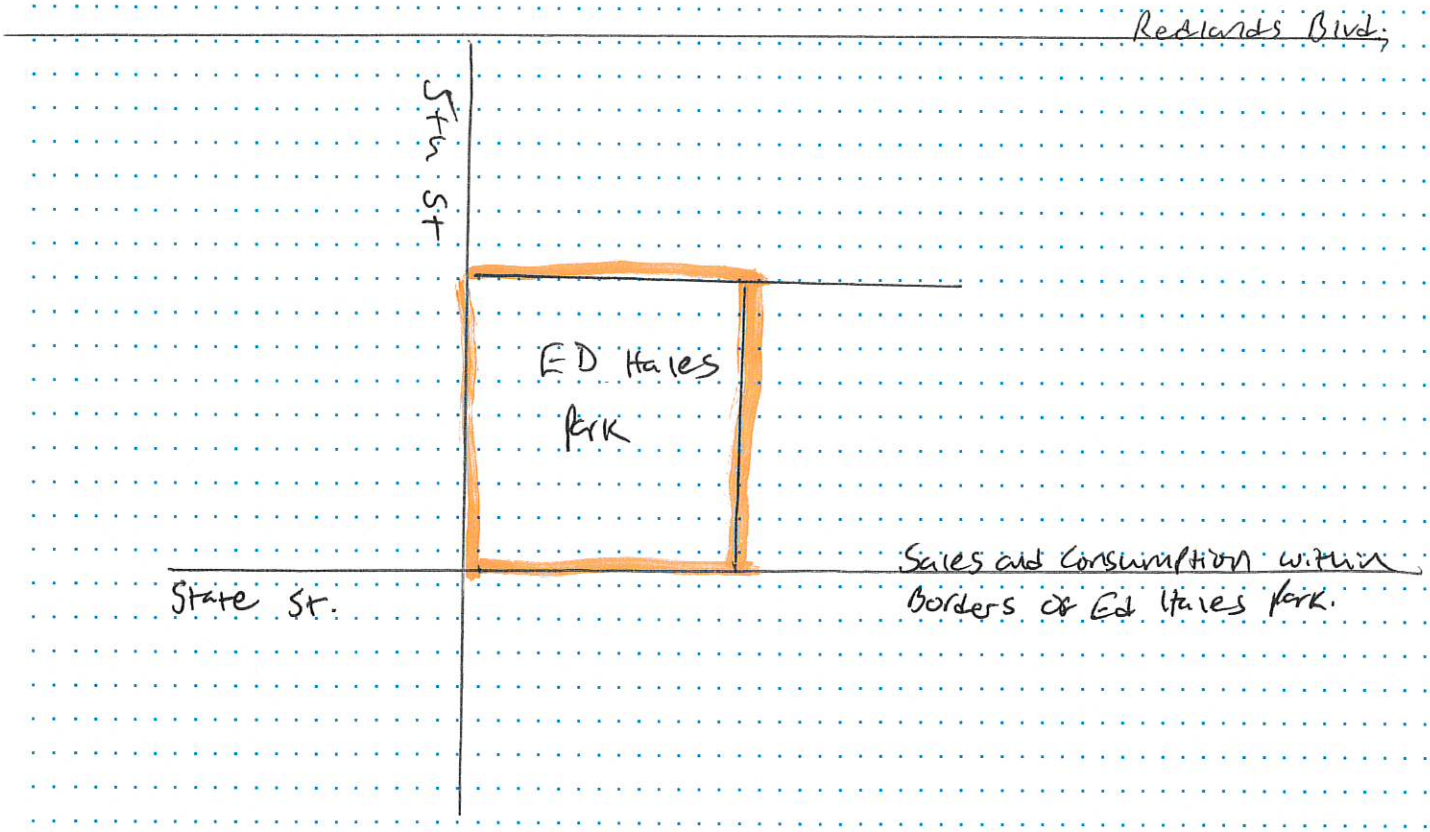
State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Tucker, Dustin, W	Daily License
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
State St and 5th. St. Redlands, CA 92373	State St.

DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
	1/15/25

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: 26th Annual Redlands Firefighters Car Show

DATE OF EVENT: 5/25/2025 HOURS: 0800 AM to 500 PM

LOCATION: 101 E State St. Redlands, CA 92373 - Ed Hales Park

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Redlands Professional Firefighters

CONTACT PERSON: Bill Conway PHONE: 9098554449

EMAIL: _____ ADDRESS: PO Box 784 Redlands, CA 92373

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☑ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $5

TYPE OF ALCOHOL BEING SERVED: BEER ☑ WINE ☑ DISTILLED SPIRITS ☑

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing Redlands Professional Firefighters and in consideration of being permitted to conduct the Event, agree that the members/participants of 25th Annual Redlands Firefighters Car Show shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of 25th Annual Redlands Firefighters Car Show hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF Redlands Firefighters Car Show AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 1-12-2025 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

Event: 26th Annual Redlands Firefighter's Car Show Date: 1/24/25

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: RFD

To close (street names) E. State St, Orange St, Citrus Ave, 5th,6th,7th,8th,9th,

Between (street names) Refer to attached map

On (date) 5/25/25 **Event times -** from (time) 5 ☑ am ☐ pm to (time) 6 ☐ am ☑ pm

Address of Applicant: PO Box 784 Redlands CA 92373 Phone No: 909 705 7174

Signature of Applicant: Applicant Name (print): Dustin Tucker

Condition(s); set up & clean up time required:

Event Description: Charity Car Show

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

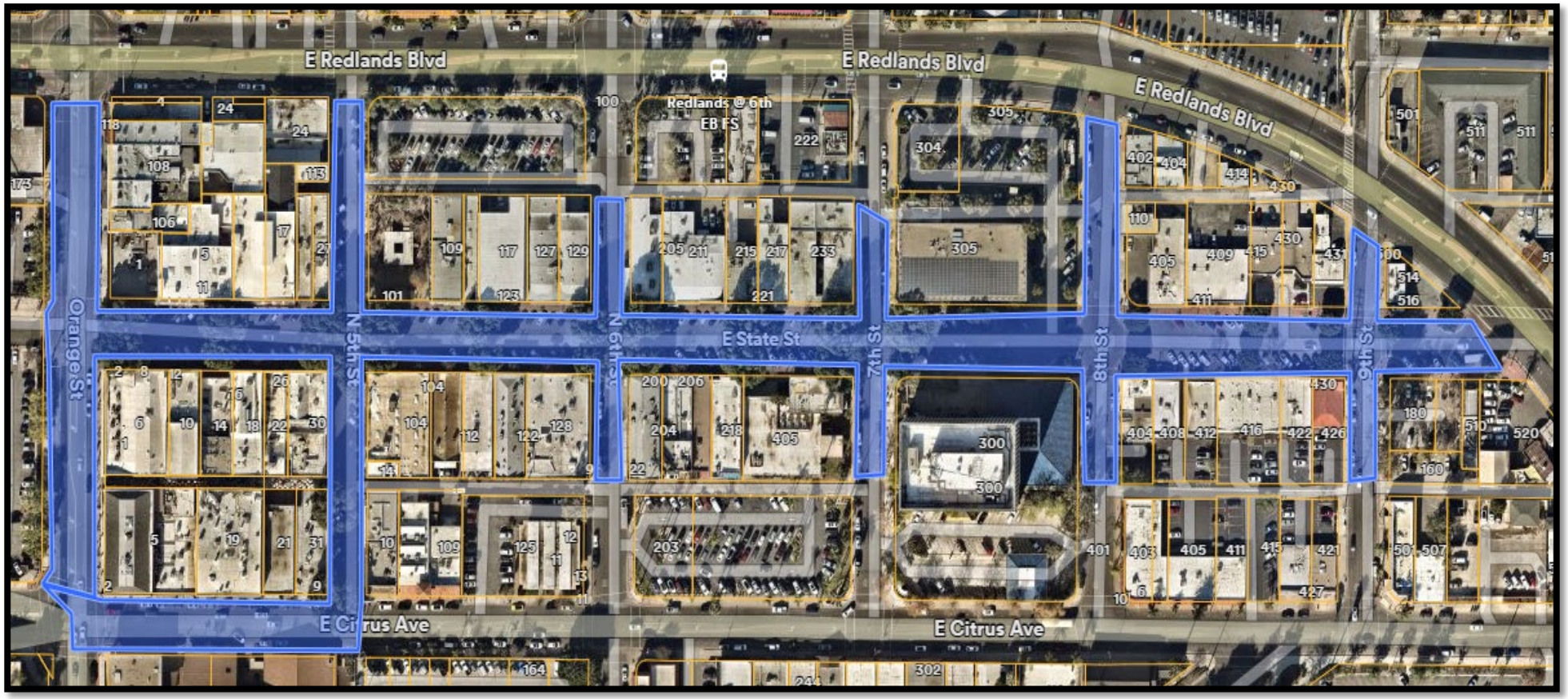
1. Chief of Police — Date 2/4/2025
2. Municipal Utilities & Engineering Department — Date 2/6/25
3. Facilities & Community Services Department — Date 1/30/25
4. Risk Management Division — Date 3/10/25

Street Closure time: From 2:00 ☑ am ☐ pm To 8:00 ☐ am ☑ pm

Staff Notes:

FCS staff to close all areas with barriers

Firefighters Car Show Street Closure- 2025



In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$5,913.00	Hard Cost	$6,804.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$6,300.00	Hard Cost	$2,700.00
Personnel & Equipment Subtotal	**$12,213.00**		$9,504.00
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$94.00
FCS Equipment	$3,600.00	Soft Cost	$0.00
Fire Equipment	$600.00	Soft Cost	$0.00
Fees Subtotal	**$4,294.00**		**$94.00**
Total Departmental Charges and Fees	**$16,507.00**		$94.00
	$12,213.00 **$4,294.00** **$16,507.00**	Hard Cost Soft Cost Total	**$9504.00,** **$94.00** **$9,598.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$380,665.30	$30,368.30	$0.00	$411,034.00	$411,034.00

City Council Meeting **J. 1.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the formation of, and appointments to, an Ad Hoc Committee of the City Council to review all charters for the City's Commissions, Boards and Committee (Mayor Pro Tem Shaw)

MOTION:

If the City Council concurs with Mayor Pro Tem Shaw's recommendation, the following motions are provided.

1. I move to approve the formation of an Ad Hoc Committee of the City Council to review all charters for the City's Commissions, Boards and Committees.

2. I further move to appoint _____ and _____ to the Ad Hoc Committee.

RECOMMENDATION:

It is recommended by Mayor Pro Tem Shaw that the City Council form an Ad Hoc Committee of the City Council to review all charters for the City's Commissions, Boards and Committees, and appoint two Council members to the committee.

DISCUSSION:

Mayor Pro Tem Shaw is seeking the Council's concurrence to create an Ad Hoc Committee of the City Council charged with the review of all charters for the City's Commissions, Boards and Committees. This committee, comprised of two Council members, will review the charters and make recommendations to the Council in approximately 60 days (Regular Meeting of June 17, 2025) on any proposed language amendments. The goal is to increase and improve consistency across the various Commissions, Boards and Committees of the

City.

The Ad Hoc Committee will not be subject to the Brown Act as it will be limited in scope and duration. Once the City Council reviews the work of the committee and the matter is finalized, the Ad Hoc Committee will automatically dissolve.

SUBMITTED BY:
MARC SHAW
Mayor Pro Tempore

City Council Meeting **K. 1.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an Amendment to a Professional Services Agreement with Holt Architects, Inc. for design and construction management services of the City's new Safety Hall Facility to increase the total agreement to an amount not to exceed $4,537,563 and an additional appropriation in the amount of $2,302,563 from the General Fund Reserve for Future Facilities (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move to approve the First Amendment to the Agreement with Holt Architects, Inc to increase the total agreement to an amount not to exceed $4,537,563; and

2. I move to approve an additional appropriation in the amount of $2,302,563 from the General Fund Reserve for Future Facilities.

RECOMMENDATION:

Staff recommends the City Council approve the First Amendment to the Agreement with Holt Architects, Inc., to increase the total agreement to an amount not to exceed $4,537,563 and an additional appropriation in the amount of $2,302,563 from the General Fund Reserve for Future Facilities.

DISCUSSION:

In December 2021, the City Council approved a Purchase and Sale Agreement for the acquisition of the property located at 1625 W. Redlands Blvd for the future development of a Public Safety facility to be utilized by the Redlands Police Department. The Police Department is currently split between four

facilities: 30 Cajon Street (Annex), 1270 Park Ave (Corporate Yard), Records, and Evidence. This facility will house all the current Police Department staff, consisting of approximately 90 sworn personnel and 59 support and volunteer staff, while allowing for future growth.

In February 2023, the City Council approved a Professional Services Agreement with Holt Architects, Inc., for the design and construction management services of the City's new Safety Hall Facility for an amount not exceeding $2,235,000. This initial contract included space planning, design drawings, and construction drawings. This amendment represents the entirety of the contract and reflects the full scope of the project now that the space planning and design are complete. As the fee schedule for the design and construction management services is based on a percentage of the total project budget, an amendment to the agreement is required. To contribute to the success of this project, Holt Architects has reduced the standard service fee from 5.79% to 4.25%.

ALTERNATIVES:

City Council may elect not to approve the amendment, however this will detrimentally affect the progress of the project.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety, Strategic Objective 2 - Complete steps to prepare for construction of a police station.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rachel Tolber, Chief of Police

PREPARED BY:
Tricia Swope, Manager, Facilities & Community Services

Fiscal Impact

Fiscal Year:	FY2024-25
Appropriation Required Y/N:	Y
Amount:	$2,302,563
Account No.:	406501.8501

Discussion:

The total cost of the amendment to the agreement with Holt Architects is $2,302,563. This expense will be offset by a corresponding release from the General Fund Reserve for Future Facilities. The current available (unencumbered) Future Facilities Reserve balance is $17,422,532. Should the Council approve this additional appropriation, the Future Facilities Reserve balance will be $15,139,969.

Attachments

A. Holt First Amendment

B. Professional Services Agreement - Holt

C. Additional Appropriation Form

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Design and Construction Management of a Public Safety Facility services ("Agreement"), dated February 21, 2023 by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Holt Architects, Inc., a California corporation ("Consultant"), is made and entered into this 15th day of April, 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically regarding total compensation;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of Four Million Five Hundred Thirty Seven Thousand Five Hundred and Sixty-Three Dollars ($4,537,563). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule " which is attached hereto and incorporated herein by this reference."

Section 2. The Agreement is amended to replace Exhibit "C" with a new Exhibit 'C" attached hereto as Attachment 1 to this FirstAmendment.

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of April 15, 2025.

[Signatures on following page]

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

HOLT ARCHITECTS, INC.

By: _____
Thomas Howell, Senior Principal

ATTACHMENT 1

EXHIBIT "C"

Fee Schedule

Proposed Phasing	Description	% of Fee	Amount
A	1a - Diligence		$ 188,040
	1b - Program/Preliminary Design		$ 220,595
B	2a - Schematic Design	20.00%	$ 680,656
	2b - Design Development	24.00%	$ 816,787
	3-4a - Construction Documents	30.00%	$ 1,020,983
	3-4b - Plan Check	4.00%	$ 136,130
	5a - Bid	1.00%	$ 34,033
	5b - Construction Admin	20.00%	$ 680,656
	5c - Typical Close-out	1.00%	$ 34,033
B - Supplemental	Supplemental Services		$ 448,710
Services Total			$ 4,260,623
Reimburseables	% of Design Fee ($4,260,623)	1.5%	$ 63,909
Contingency	% of Design Fee ($4,260,623)	5%	$ 213,031
			$ 4,537,563

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Design and Construction Management of a Public Safety Facility("Agreement") is made and entered in this 21st day of February, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Holt Architects, Inc, a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Design and Construction Management of a Public Safety Facility services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of Two Million Two Hundred Thirty-Five Thousand Dollars ($2,235,000). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Thomas Howell, Senior Principal
Holt Architects, Inc.
36951 Cook St., Suite 103
Palm Desert, CA 92211
Email: thowell@holtarchitecture.com
Phone: 760-328-5280

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of

income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

HOLT ARCHITECTS, INC.

By: _____
Thomas Howell, Senior Principal

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1. Site and Building Master Planning Process

- Perform a space needs analysis to determine the long-term space requirements for the Police Department based on the City's projected population of 72,000 residents at the estimated build-out date of 2028.
- Perform a comprehensive evaluation of the existing building site.
- Provide a complete site survey to verify all existing grades, easements and site conditions.
- Provide all entitlement documentation for the project site including location of all easements, site restrictions and CC&R's.
- Provide all coordination with local utility agencies to resolve all wet and dry utility services to the project site.
- Submit project development timeline in Excel or other City approved format to establish a baseline project schedule that will be monitored and updated throughout each phase of the project development.
- Prepare site master plan alternatives.
- Provide presentation renderings as required to relay design concepts, spatial relationships and site issues and constraints to City staff and committee members.
- Present master plan scenarios to the Project Design Team to determine preferred alternative.
- Revised master plan preferred alternative based on City staff input and submit plans to Project Design Team for approval.

2. Design Development Process

- Revise project development timeline based on final project master plan approval
- Submit master plan preferred alternative to Development Review Committee for review and comment
- Revise master plan as necessary to obtain Development Review Committee approval.
- Submit master plan to Planning Commission for approval and recommendation to City Council of final.
- Attend project-related meetings including, Project Design Team, Development Review Committee, Planning Commission and City Council meetings as required by City staff to convent the intent of the design to City staff and address any project-related issues.
- Provide probable cost of construction estimates during the course of project development from initial design through construction document preparation per Section A Scope of Consultants Services, Item No. 3.

3. Construction Document Preparation

- Revise project development timeline based on final project approval by City Planning Commission.
- Prepare construction documents (plans, general and special conditions and technical specifications and structural calculations) for the project.
- Submit construction documents to City for review and revise as necessary to obtain final plan approval from the Planning Division.
- Construction documents to be designed to achieve a minimum of Silver Certification through the LEED certification process per Section E, Green Building Certification.
- Prepare final construction cost estimates based on proposed Bid Schedule and Additive/Deductive Bid Items.

- Construction documents shall be prepared in City standard format per City of Redlands Standard Specifications including plan size and Title Block format. Construction plans shall be prepared in AutoCAD 2000, or comparable computer-aided software, as approved by the City. Copies of the construction documents shall be provided to the City and the City's reproduction company via electronic copy on CD at the City's request. Consultant shall provide up to six full sets of plans to the City per submittal at no additional cost to the City.
- Technical specification shall be provided by the consultant in Microsoft Word, or in the format determined by the City. City shall provide the consultant a copy of the City's General Conditions for incorporation into the technical specifications. Draft and final technical specifications submitted to the City shall include a full copy on CD. Consultant shall provide up to six full sets of technical specifications to the City at no additional cost to the City.
- City shall be responsible for all construction document reproduction costs required for project advertisement and bidding purposes.

4. Interior Design Services

- Coordinate the design and selection of all building interior finishes included but not limited to casework, furniture, walls, flooring and specialty equipment.
- Provide color boards and product samples for all specified surface finishes and equipment as required to convey the intent of the interior design and to obtain consensus from the Project Design Team.
- Specify interior finishes and equipment that meets the program requirements to meet and obtain LEED Silver Certification.
- Review interior finishes and equipment to ensure that all products meet the project budget constraints.

5. Construction Management Services

- Revise project development timeline for bidding and construction schedule.
- Conduct pre-bid meeting, evaluate and prepare responses to Requests for Information (RFI's), prepare any required Bid Addenda, or clarifications prior to the submittal of contractor bids.
- Review construction bid proposals and conduct review of apparent low bidder and listed subcontractors and make final recommendations to the City regarding the award of the construction contract.
- Review construction bid proposals and make recommendations to the City regarding the award of Base Bid and Additive/Deductive Bid items.
- Conduct pre-construction meeting, respond to contractors RFI's, Request for Clarifications and any project related issues throughout the course of construction.
- Review and process construction submittals/shop drawings for compliance with construction documents and to meet requirements for LEED Certification.
- Provide plan clarifications, details and consultation to the City during construction to ensure proper interpretation of the construction documents and completion of work.
- Conduct weekly site construction meetings during the course of construction, coordinate the documentation and distribution of meeting minutes, monitor and evaluate the status of the construction schedule and respond to any construction-related issues as they arise.
- Review, evaluation and respond to any Request for Change Orders.

6. Project Close-Out and LEED Certification

- Review as-built documents to ensure plan documents reflect building and site changes made during the construction process.
- Coordinate the project close-out documentation process including receipt and review of all contractor supplies maintenance manuals, product system warranty documents and as-built construction drawings.

- Coordinate the submission of all LEED Certification documents to the USGBC, including any follow-up documents requested in order to achieve final LEED Certification.

A. Police Department

The following outlines the components of the building development:

- The control, processing and housing of detainees. This includes a temporary holding facility prior to the transfer of prisoners to the West Valley Detention Center for further processing.
- The development of the City's secondary Emergency Operations Center (EOC). The facility shall be capable of housing police, fire and support operations during local agency response to a man-made or natural disaster.
- The development of an on-site firing range. The overall size of the range and number of firing lanes shall be determined by the City during design development portions of the project.
- The development of secured parking and entry/ exit points for staff
- The development of covered parking w/ solar panels
- The development of a drone base rooftop
- The development of an employee gym
- Development of a signage program for the site including site, building identification and way-finding signage to facilitate access to the site and within the building.
- Development of an electric charging station area for the Police Department's vehicle.

B. Building and Engineering Department Requirements

The City's Building Department has adopted the 2019 version of the International Building Code (IBC). The building design, structural calculations and construction documents shall all be prepared to meet all Building Codes currently adopted by the City at the time of construction document submittal.

All construction documents, including civil engineering drawings shall be processed through the City's Development Services Department Planning Division (Planning Division). Building plans, structural drawings and structural calculations are reviewed by an outside plan review company. The plan review process normally requires a minimum of three plan submittals prior to final approval by the Planning Division. Site construction drawings (civil engineering) are review through the City's Municipal Utilities and Engineering Department (Engineering Department) and generally require a minimum of three plan submittals prior to final approval by the City Engineer. Consultant shall provide all plan revision submittals as required to complete the plan check process at no additional cost to the City.

C. Cost Estimating / Value Engineering

Consultant shall provide cost estimating for the development of the Police Department based on completion of the following project milestones:

- At completion of the schematic design process and approval of the final site plan.
- At completion of design development process and approval of final building and site design (prior to Planning Commission approval).
- At 50% completion of the construction document preparation.

- At 100% completion of construction document preparation including submittal of bid estimate based on project Bid Form including Base Bid and all Additive/Deductive Bid Items.

All cost estimates shall incorporate value engineering principles to ensure the most cost effective methods of construction are being utilized in the development of the facilities.

D. Green Building Certification

The City has elected to take a proactive approach to green development and the incorporation of green design principles into the building construction. The City has established a goal of LEED Silver Certification for the project through the U.S. Green Building Council (USGBC). The consultant hall be required to perform all aspects of the building certification including, but not limited to, the following items:

- Project registration and certification fees with the USGBC.
- Development of the LEED Target Scorecard.
- Design document review and recommendations.
- Construction specification preparation.
- Plan check review of the construction plans and specifications.
- Contractor bid review for LEED targeted credit compliance.
- Construction submittal review and documentation.
- Project commissioning including all energy modeling, HVAC and specialty systems.
- Design, plan preparation and construction administration meetings with the City and consultant team required to ensure project is meeting all the established design goals.
- Preparation and submittal of all documentation to the USGBC as required for project certification.
- Appealing of any credits required to achieve the established LEED level of certification.

The consultant shall be responsible for coordinating with the Project Design Team to ensure that the project will achieve a LEED Silver Certification at development of the building.

EXHIBIT "B"
PROJECT SCHEDULE

				Time (Months)	
Part	RFP #	Phase	Item	Item	Phase
A	1	Planning	Program, Preliminary Design & Project Diligence	3	4
			City Review	1	
B	2	Schematic Design	Document Development	3	4
			City Review	1	
		Entitlement	City Review + Entitlement Process (as needed)	3	3
		Design Development	Document Development	3	4
			City Review	1	
	3	Construction Documents	Document Development	3	3
	4	Plan Check	City, Fire, LEED & Utilities	3	3
	5	Bid & Construction Administration Services	Public Bid Process	2	25
			City Award for Construction Process	2	
			Preliminary Project Construction Duration	18	
			Construction Contingency	3	
Sub-Total					**46**
LEED Certification - Post Construction Project Certification Process					3
Total					**49**

EXHIBIT "C"

Fee Schedule

Proposed Phasing	Description	% of Fee	Amount
A	1a - Diligence	7.72%	$ 172,560
	1b - Program/Preliminary Design	9.87%	$ 220,595
B	2a - Schematic Design	15.00%	$ 335,250
	2b - Design Development	17.00%	$ 379,950
	3-4a - Construction Documents	25.00%	$ 558,750
	3-4b - Plan Check	3.00%	$ 67,050
	5a - Bid	1.00%	$ 22,350
	5b - Construction Admin	19.00%	$ 424,650
	5c - Typical Close-out	0.50%	$ 11,175
	5d - LEED Close-out	1.50%	$ 33,525
Reimburseables		0.41%	$ 9,146
			$ 2,235,000

HOLT ARCHITECTURE

2023 HOURLY RATE AND EXPENSE SCHEDULE

Rates Effective through 12/31/2023

HOLT ARCHITECTURE STAFF

Senior Principal	246.00
Principal	214.00
Project Architect	193.00
Project Manager + Designer	166.00
Assistant Project Manager + Assistant Designer + Interior Designer	139.00
Project Assistant	107.00
Administration Assistance	91.00
Intern	75.00

CONSULTANTS

Services performed by Consultants outside the Scope of Work delineated in Professional Services Agreement such as: Structural, Mechanical, Electrical Plumbing, Civil; Soils, Landscape, etc.	Cost + 15%

REIMBURSABLE EXPENSES

Vehicle Mileage	0.80 Mile
Postage/Delivery Service, Outside Reprographic Service, Photography, Permits & Fees	Cost + 15%

Copies, Printing & Scanning	Black & White	Color
8 ½ x 11	.20	.50
11 x 17	.50	1.00
18 x 24	2.00	4.00
24 x 36	4.00	6.00
30 x 42	6.00	9.00
36 x 48	12.00	16.00

36951 Cook Street, Suite 103 | Palm Desert, CA 92211
2300 Market Street, Suite 140 | Riverside, CA 92501
760.328.5280

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

__X__ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

HOLT ARCHITECTS, INC.

By: _____ Date: 2/21/2023

Thomas Howell, Senior Principal

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 4/15/25

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Betterments/Improvements	406501	8501		$ 2,302,563.00
General Fund Transfer Out	101501	9901		$ 2,302,563.00
				$ $ 4,605,126.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Transfers In	406501	4901		$ 2,302,563.00
				$ $ 2,302,563.00

JUSTIFICATION: Design and construction management services for Redlands PD Safety Hall. This funding will come from the future facilities reserve (3319)

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **K. 2.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Introduction of Ordinance No. 2981 Amending Section 2.36.020 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission, adoption of Resolution No. 8674 establishing procedures for the selection of Planning Commissioners, and consideration of a determination of exemption pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

"I move to introduce Ordinance No. 2981, adopt Resolution No. 8674, and find that the Ordinance and Resolution are exempt pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines."

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2981 to amend Chapter 2.36 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission and ancillary text amendments, and adopt Resolution No. 8674 establishing procedures for the selection of Planning Commissioners.

DISCUSSION:

Section 2.36.020 of the Redlands Municipal Code describes the membership of the City's Planning Commission and how members to the Commission are appointed. The code states that the members to the Planning Commission shall be appointed by the Mayor with the approval of the City Council. Recently the

City Council has expressed a desire to change this process and, for the most recent appointments, the Mayor appointed an ad-hoc sub-committee of the City Council to review and interview applicants and then make recommendations for appointments to the full City Council. The proposed ordinance and resolution will formalize this process going forward.

The ordinance will also require that terms of Planning Commissioners be staggered such that two or three Commission terms terminate every two years. The attached spreadsheet shows how this would be implemented going forward, with the current membership of the Planning Commission and their respective terms (see Attachment C).

The attached resolution establishes procedures for the selection process, and includes criteria to be considered in the review of applications. It also discusses training that new Commissioners should complete as they start their service on the Commission.

Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled in accordance with the procedures and guidelines adopted by City Council resolution, and with the approval of the City Council for the unexpired portion of the term.

Other ancillary text amendments to Sections 2.36.030, 2.36.050, and 2.36.070 are proposed for clarifications to the existing regulations (see Attachment A).

The proposed ordinance and resolution are exempt from environmental review in accordance with Sections 15061(b)(3),and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the code amendment or resolution will have a significant effect on the environment.

ALTERNATIVES:

The City Council may introduce the Ordinance and adopt the Resolution with changes.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jennifer Macias

Attachments

Attachment a-1: Draft Ordinance 2981 (legislative
Attachment A-2: Draft Ordinance 2981 (clean)
Attachment B: Resolution 8674
Attachment C: Planning Commission Term Rotation

ORDINANCE NO. 2981

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 2.36 (PLANNING COMMISSION) OF THE REDLANDS MUNICIPAL CODE, SECTION 2.36.020 RELATING TO THE APPOINTMENT PROCEDURE AND TERMS FOR MEMBERS OF THE PLANNING COMMISSION, AS WELL AS SECTIONS 2.36.030, 2.36.050, AND 2.36.070 FOR ANCILLARY TEXT AMENDMENTS.

WHEREAS, the Redlands City Council wishes to update Chapter 2.36 of Title 2 of the Redlands Municipal Code related to the appointment procedure for members of the Planning Commission as well as ancillary text amendments; and

WHEREAS, the Redlands City Council wishes to amend Chapter 2.36 of Title 2 of the Redlands Municipal Code to clarify the term lengths of Planning Commissioners; and

WHEREAS, the adoption of Ordinance No. 2981 qualifies for exemption from environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Redlands Municipal Code Section 2.36.020, entitled "Membership," is hereby amended to read as follows:

"2.36.020: MEMBERSHIP:

~~The Planning Commission shall consist of seven (7) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The City Council may remove any member of the commission at any time, without cause, by a majority vote. Four (4) members of the commission shall constitute a quorum.~~

A. Membership and Selection of the Planning Commission.

1. The Planning Commission shall consist of seven (7) members appointed by the City Council.
2. The members shall be selected pursuant to procedures and guidelines adopted by City Council resolution.

B. Terms.

1. Each member shall serve for a four (4) year term until his or her successor is appointed.

2. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council.

3. The terms of the members shall be staggered such that the terms of not more than three members shall expire in any year.

4. Members whose initial appointments are less than one-half the full term of four (4) years will be allowed to serve their partial term and then two full terms.

C. Vacancies.

Vacancies on the commission shall be filled in accordance with the procedures and guidelines adopted by City Council resolution, and with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than two (2) years of a term remains.

D. Compensation.

The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof.

E. Removal.

The City Council may remove any member of the commission at any time, without or without cause, by a majority vote.

F. Quorum.

Four (4) members of the commission shall constitute a quorum."

Section 2. Redlands Municipal Code Section 2.36.030, entitled "Organization and Meetings:" is hereby amended to read as follows:

"The commission shall annually elect from its number a Chairman, who shall serve for a term of one (1) year, and such other officers as the commission may deem advisable. Except as otherwise provided in this Code, or by the laws of this State, the commission shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for its regular monthly meeting or meetings. The commission may use the Council Chambers ~~in Safety Hall~~ as the place for its meetings, provided that such meetings do not conflict or interfere with meetings of the City Council."

Section 3. Redlands Municipal Code Section 2.36.050, entitled "Hearing; Application:" is hereby amended to read as follows:

"Applications are filed with the ~~Planning~~ Development Services Department on forms provided by the Department with the applicable filing fee(s) established by Council resolution. A complete application shall be filed not less than ~~twenty one (21)~~ sixty (60) days prior to ~~the~~ a hearing date. The hearing date shall be determined by the Department."

Section 4. Redlands Municipal Code Section 2.36.070, entitled "Hearing; Commission Actions:" is hereby amended to read as follows:

"A. Commission action on a variance is final unless appealed.

B. The City Council is not required to act on a commission recommendation for denial of a zone change. A commission recommendation for approval is forwarded to the City Council for action.

~~C. For a conditional use permit the commission recommends approval or denial to the City Council.~~

~~D.~~ C. The City Council may approve, modify, or reject any decision of the Planning Commission subject to certain procedures established in the zoning ordinance for the particular application."

Section 5. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the amendment to the Redlands Municipal Code may have a significant effect on

the environment, insofar as it would update the administrative procedures pertaining to the City of Redlands Planning Commission.

Section 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 7. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 15th day of April, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2981

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 2.36 (PLANNING COMMISSION) OF THE REDLANDS MUNICIPAL CODE, SECTION 2.36.020 RELATING TO THE APPOINTMENT PROCEDURE AND TERMS FOR MEMBERS OF THE PLANNING COMMISSION, AS WELL AS SECTIONS 2.36.030, 2.36.050, AND 2.36.070 FOR ANCILLARY TEXT AMENDMENTS.

WHEREAS, the Redlands City Council wishes to update Chapter 2.36 of Title 2 of the Redlands Municipal Code related to the appointment procedure for members of the Planning Commission as well as ancillary text amendments; and

WHEREAS, the Redlands City Council wishes to amend Chapter 2.36 of Title 2 of the Redlands Municipal Code to clarify the term lengths of Planning Commissioners; and

WHEREAS, the adoption of Ordinance No. 2981 qualifies for exemption from environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Redlands Municipal Code Section 2.36.020, entitled "Membership," is hereby amended to read as follows:

"2.36.020: MEMBERSHIP:

A. Membership and Selection of the Planning Commission.

1. The Planning Commission shall consist of seven (7) members appointed by the City Council.
2. The members shall be selected pursuant to procedures and guidelines adopted by City Council resolution.

B. Terms.

1. Each member shall serve for a four (4) year term until his or her successor is appointed.

2. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council.

3. The terms of the members shall be staggered such that the terms of not more than three members shall expire in any year.

4. Members whose initial appointments are less than one-half the full term of four (4) years will be allowed to serve their partial term and then two full terms.

C. Vacancies.

Vacancies on the commission shall be filled in accordance with the procedures and guidelines adopted by City Council resolution, and with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than two (2) years of a term remains.

D. Compensation.

The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof.

E. Removal.

The City Council may remove any member of the commission at any time, without or without cause, by a majority vote.

F. Quorum.

Four (4) members of the commission shall constitute a quorum."

Section 2. Redlands Municipal Code Section 2.36.030, entitled "Organization and Meetings:" is hereby amended to read as follows:

"The commission shall annually elect from its number a Chairman, who shall serve for a term of one (1) year, and such other officers as the commission may deem advisable. Except as otherwise provided in this Code, or by the laws of this State, the commission shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for its regular monthly meeting or meetings. The commission may use the Council Chambers as the place for its meetings, provided that such meetings do not conflict or interfere with meetings of the City Council."

Section 3. Redlands Municipal Code Section 2.36.050, entitled "Hearing; Application:" is hereby amended to read as follows:

"Applications are filed with the Development Services Department on forms provided by the Department with the applicable filing fee(s) established by Council resolution. A complete

application shall be filed not less than sixty (60) days prior to a hearing date. The hearing date shall be determined by the Department."

Section 4. Redlands Municipal Code Section 2.36.070, entitled "Hearing; Commission Actions:" is hereby amended to read as follows:

"A. Commission action on a variance is final unless appealed.

B. The City Council is not required to act on a commission recommendation for denial of a zone change. A commission recommendation for approval is forwarded to the City Council for action.

C. The City Council may approve, modify, or reject any decision of the Planning Commission subject to certain procedures established in the zoning ordinance for the particular application."

Section 5. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the amendment to the Redlands Municipal Code may have a significant effect on the environment, insofar as it would update the administrative procedures pertaining to the City of Redlands Planning Commission.

Section 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 7. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 15th day of April, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8674

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING PROCEDURES AND GUIDELINES FOR REVIEWING APPLICATIONS TO FILL VACANCIES ON THE PLANNING COMMISSION.

WHEREAS, the Redlands City Council wishes to update its procedures for reviewing applications and filling vacancies on the Redlands Planning Commission; and

WHEREAS, the Redlands City Council has considered an ordinance updating Chapter 2.36 of Title 2 of the Redlands Municipal Code to amend the appointment procedure for the Planning Commission; and

WHEREAS, the adoption of Resolution No. 8674 qualifies for exemption from environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Procedures and Guidelines to Fill Vacancies on the Planning Commission. The following procedures and guidelines are hereby adopted pertaining to the review of applications and recommendations to the City Council to fill vacancies on the Planning Commission:

I. City Council Ad-Hoc Subcommittee

1. The Mayor shall appoint an ad-hoc subcommittee at a regularly scheduled City Council meeting, and said committee shall consist of two (2) Councilmembers, with approval of a majority of Councilmembers present.

2. The notice of vacancy shall be posted by the City Clerk in accordance with State law.

3. The ad-hoc subcommittee shall review all complete applications that are received prior to the published date and time deadline for a commission vacancy. Applicants may not submit additional information after the filing deadline, nor may members of the ad-hoc subcommittee or City staff request additional information or materials after the filing deadline.

4. The ad-hoc subcommittee shall report its findings and recommendations to the City Council in a regular public City Council meeting. Consensus by the ad-hoc subcommittee is not required for consideration of an applicant by the full City Council.

5. The ad-hoc subcommittee shall be automatically disbanded (without further action required by the City Council) upon the appointment(s) of new Commissioner(s) and all vacancies on the Planning Commission have been filled.

II. Criteria for Review of Applications

1. Eligible applicants shall be residents of the City of Redlands and registered to vote at the time of filing the application. Councilmembers may consider the applicant's length of residency as well as knowledge of local planning or community development trends and issues.

2. Councilmembers shall consider the applicant's background, training, and/or professional experience and its relevance to the Planning Commission's duties and responsibilities. Preference will be given to applicants who have knowledge, training, and/or experience that are directly related to and will contribute meaningfully to the Planning Commission's responsibilities. Relevant fields of knowledge, training, or experience include, but are not limited to, urban planning, architecture, civil engineering, landscape architecture, real estate, real estate development, community development, economic development, environmental policy, public policy, public administration, finance and business administration.

3. Councilmembers may also consider other relevant factors such as: the applicant's demonstrated history of civic involvement in Redlands; previous positions and performance on other City of Redlands boards, commissions, or committees; or other volunteer or civic experience, and its relevance to the Planning Commission's duties and responsibilities.

4. Special consideration should be given to achieving a variety or diversity of backgrounds and representation on the Planning Commission, as this will contribute to a more fully informed analysis and public deliberation of topics by the entire Planning Commission.

5. Ad hoc subcommittee members shall personally interview all finalists prior to making its recommendation(s) to the City Council.

III. Planning Commissioner Training

1. Planning Commissioners must maintain compliance with certain public official training requirements, including completing training courses for ethics and sexual harassment prevention.

2. The Development Services Department will provide introductory training for new Commissioners as soon as practicable after appointment.

3. The Development Services Department will provide relevant training for all Commissioners on an annual or as-needed basis. Commissioners may obtain training from external providers or conferences, with registration costs (including costs for any books or related course materials) paid by the City, subject to budget availability and pre-authorization by the Development Services Director.

Section 2. California Environmental Quality Act. The proposed Resolution does not require environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the adoption of the Resolution may have a significant effect on the environment, insofar as it would establish administrative procedures and guidelines for reviewing applications to fill vacancies on the City of Redlands Planning Commission.

Section 3. Effective Date. This Resolution shall take effect upon adoption of Ordinance No. 2981.

ADOPTED, SIGNED AND APPROVED this 15th day of April, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of April, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Planning Commisioner rotation

#	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
1	Endsley	Endsley				4-Year Term				4-Year Term				
2	Gonzales	Gonzales				4-Year Term				4-Year Term				
3	Wells	Wells				4-Year Term				4-Year Term				
4	Shaw	3-Year Term			4-Year Term				4-Year Term					
5	Elliott				Elliott				4-Year Term					
6	Smith		Smith				4-Year Term				4-Year Term			
7	Stanson		Stanson				Stanson				4-Year Term			

City Council Meeting **K. 3.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the purchase and replacement of two solid waste collection vehicles from Rush Truck Centers in an amount not to exceed $968,279.76 (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve a purchase and replacement of two solid waste collection vehicles from Rush Truck Centers in an amount not to exceed $968,279.76.

RECOMMENDATION:

Staff recommends City Council approve the purchase and replacement of two solid waste collection vehicles from Rush Truck Centers in an amount not to exceed $968,279.76.

DISCUSSION:

The City of Redlands operates a Solid Waste Enterprise, which includes collection and landfill services, supported by a fleet of 43 vehicles requiring regular maintenance and scheduled replacement. The City's vehicle replacement policy is guided by industry standards established by the American Public Works Association (APWA) and has been created to ensure the most cost-effective, timely, and efficient replacement of vehicles. Of the City's 43 solid waste vehicles, several have exceeded APWA standards and need replacement. Since 2020, the global issue in the parts and labor supply chain has affected all Heavy Duty OEM Truck Manufacturers in North America. Since then, the production of truck chassis has been cut back, resulting in a lead time for specialized truck builds between 12-18 months. Staff is recommending the

purchase of two solid waste collection vehicles at this time to fulfill equipment needs over the next two years.

The Solid Waste Division's adopted budget for Fiscal Year 2024-2025 includes sufficient funds to purchase two solid waste collection vehicles. In accordance with the City's procurement policies, the City utilized an existing cooperative contract agreement for Public Utility Equipment with Sourcewell. By utilizing the Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded. Agencies can review bid results from more than 50,000 government, educational, and non-profit organizations and draw from the terms and pricing for similar units and vehicles. The vehicle types and purchase prices are listed in the table below.

Front Loader	$484,139.88
Front Loader	$484,139.88
TOTAL	**$968,279.76**

Replacing these aging vehicles with newer models not only reduces maintenance costs but also enhances the safety of staff operating the City's solid waste collection vehicles, which will greatly improve the efficiency and reliability of waste collection services.

ALTERNATIVES:

The City Council may elect not to approve the request to purchase and replace the Solid Waste vehicles and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority D – Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Chris Boatman, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	Yes
Amount:	$968,279.76
Budgeted Y/N:	Y
Account No.:	511005-511910-8704

Discussion:

Sufficient funding for this purchase is included in the Solid Waste Division's project budget for Fiscal Year 2024-25 as approved by City Council.

Attachments

A. Contract

B. Sourcewell Quote- Front Loader

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Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rush Truck Centers of Texas, L.P., 555 IH-35 South Ste. 500, New Braunfels, TX 78130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities located in the United States that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, subject to the Notice of Security Interest attached hereto as Exhibit A for Participating Entities with deferred payment terms. Any warranties on any Equipment and Products sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the Equipment or Product. Supplier agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Supplier warrants that all services performed by Supplier for a Participating Entity, including repair, maintenance, and installation services ("Services"), will be performed in a good and workmanlike manner in accordance with industry standards ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Equipment, Products and Services will be offered for sale to Participating Entities through Supplier and its affiliates as stated in Supplier's Proposal. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

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Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities located in the United States that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

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1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

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- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

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end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, brought or alleged by unaffiliated third parties arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by the negligent act or omission of Supplier relating to the Equipment, Products, or Services provided by Supplier under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Rush Truck Centers of Texas, L.P.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Michael Lyons 6583FB893EBF469...
By: _____	By: _____
Jeremy Schwartz	Michael Lyons
Title: Chief Procurement Officer	Title: Associate General Counsel
Date: 7/16/2024 | 5:23 PM CDT	Date: 7/16/2024 | 4:41 PM CDT

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Exhibit A

Notice of Security Interest

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. or Navistar Capital (collectively, "Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Rush Enterprises
Does your company conduct business under any other name? If yes, please state:	Rush Truck Centers of Texas, LP
Address:	555 IH 35 S. New Braunfels, Texas 78130
Contact:	Colton Kruse
Email:	krusec@rushenterprises.com
Phone:	830-302-5200 5219
HST#:	74-2786264

Submission Details

Created On:	Saturday March 23, 2024 12:59:22
Submitted On:	Thursday March 28, 2024 14:25:34
Submitted By:	Colton Kruse
Email:	krusec@rushenterprises.com
Transaction #:	2a729aea-e652-4465-b1a3-ec0fab14dedf
Submitter's IP Address:	155.190.8.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rush Truck Centers of Texas, L.P.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, a public company traded on NASDAQ under the symbols RUSHA and RUSHB, began operations in Texas in 1965. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises. The following is a list of affiliates of RTC Texas that will be utilized to serve Participating Dealers outside of Texas under a resulting contract: Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush MD Truck Centers of California, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rush Truck Center Phoenix, Rush Truck Center, Tucson, Rush Truck Center, Lowell, Rush Truck Center, Ceres, Rush Truck Center, Fontana Medium Duty, Rush Truck Center, Los Angeles, Rush Truck Center, San Diego, Rush Truck Center, Whittier, Rush Truck Center, Denver Medium Duty, Rush Truck Center, Denver, Rush Truck Center, Jacksonville, Rush Truck Center, Orlando, Rush Truck Center, Orlando Light & Medium Duty, Rush Truck Center, Orlando North, Rush Truck Center, Orlando South, Rush Truck Center, Atlanta, Rush Truck Center, Columbus, Rush Truck Center, Doraville, Rush Truck Center, Smyrna, Rush Truck Center, Tifton, Rush Int'l Truck Center, Boise, Rush Int'l Truck Center, Twin Falls, Rush Truck Center Bloomington, Rush Truck Center, Chicago Light & Medium Duty, Rush Truck Center, Elk Grove, Rush Truck Center, Olathe, Rush Truck Center, Springfield, Rush Truck Center, Las Vegas, Rush Int'l Truckc Center, Charlotte, Rush Truck Center, Cincinnati, Rush Truck Center, Columbus, Rush Truck Center, Dayton, Rush truck Center, Oklahoma City, Rush Truck Center, Tulsa, Rush Truck Center, Memphis, Rush Truck Center, Amarillo, Rush Truck Center, Austin, Rush Truck Center, College Station, Rush Truck Center, Corpus Christi, Rush Truck Center, Dallas Light & Medium Duty, Rush Truck Center, Dallas Medium Duty, Rush Truck Center, El Paso, Rush Truck Center, Houston, Rush Truck Center, Houston Medium Duty, Rush Truck Center, Houston Northwest, Rush Truck Center, Laredo, Rush truck Center, Lubbock, Rush Truck Center, Pharr, Rush Truck Center, San Antonio, Rush Truck Center, Sealy, Rush Truck Center, Texarkana, Rush Truck Center, Waco, Rush Truck Center, Chester Other Rush locations that can support ancillary parts and service needs are: Rush Truck Center, Chicago, Rush Truck Center, Cleveland, Rush Truck Center, Colorado Springs, Rush Truck Center, Cotulla, Rush Truck Center, Dalhart, Rush Truck Center, Dallas, Rush Truck Center, Dallas South, Rush Truck Center, Effingham, Rush Truck Center, Farmington, Rush Truck Center, Flagstaff, Rush Truck Center, Fontana, Rush Truck Center, Fontana MD, Rush Truck Center, Fontana Vocational, Rush Truck Center, Ft. Worth, Rush Truck Center, Gainesville , Rush Truck Center, Gary, Rush Truck Center, Greeley, Rush Truck Center, Haines City , Rush Truck Center, Hickory, Rush Truck Center, Houston, Rush Truck Center, Houston MD, Rush Truck Center, Houston NW, Rush Truck Center, Huntley, Rush Truck Center, Idaho Falls , Rush Truck Center, Indianapolis, Rush Truck Center, Jacksonville East, Rush Truck Center, Jefferson City, Rush Truck Center, Joliet, Rush Truck Center, Jonesboro, Rush Truck Center, Joplin, Rush Truck Center, Kansas City , Rush Truck Center, Lake City, Rush Truck Center, Las Cruces, Rush Truck Center, Lewiston, Rush Truck Center, Lima, Rush Truck Center, Long Beach, Rush Truck Center, Lufkin, Rush Truck Center, Macon, Rush Truck Center, Memphis West, Rush Truck Center, Mobile, Rush Truck Center, Nashville, Rush Truck Center, North Little Rock, Rush Truck Center, Odessa, Rush Truck Center, Ogden, Rush Truck Center, Olathe, Rush Truck Center, Otay Mesa, Rush Truck Center, Phoenix East, Rush Truck Center, Pontoon Beach, Rush Truck Center, Pueblo, Rush Truck Center, Quincy, Rush Truck Center, Richmond, Rush Truck Center, Russellville, Rush Truck Center, Saint Joseph, Rush Truck Center, Salina, Rush Truck Center, Salt Lake City, Rush Truck Center, Sedalia, Truck Center, Springfield IL, Rush Truck Center, Springville, Rush Truck Center, St. George ,Rush Truck Center, St. Peters, Rush Truck Center, Sylmar, Rush Truck Center, Tampa, Rush Truck Center, Topeka, Rush Truck Center, Tyler, Rush Truck Center, Valdosta, Rush Truck Center, Ventura, Rush Truck Center, Victoria, Rush Truck Center, Victorville, Rush Truck Center, West Plains, Rush Truck Center, Wichita, Rush Truck Center, Wichita Falls, Rush Truck Center, Yuma	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	RTC Dallas Light & Medium Duty - 9L0Y5/DBT5CJKUV7S3 RTC San Antonio - 8LKV5/N19JWEGVFM79 List of CAGE Codes/UEIs for all other Rush locations with a SAM account is available on request.	*
5	Proposer Physical Address:	555 IH 35 South Ste. 500 New Braunfels, Texas 78130	*
6	Proposer website address (or addresses):	www.rushtruckcenters.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Whitt Michael Senior Director of Medium Duty Sales 555 IH-35 South Ste. 500 New Braunfels, Texas 78130 michaelw@rushenterprises.com (830) 302-5242	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Colton Kruse National Account Sales Manager 555 IH-35 South Ste. 200 New Braunfels, Texas 78130 krusec@rushenterprises.com (830) 302-5219	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. was founded in 1965 with (1) GMC dealership in Houston, Texas. Today we are publicly traded with over (140) locations representing (8) OEMs nationwide. Across those locations Rush Truck Centers employs over 8,000 people helping us to achieve an annual revenue of $7.2B at the close of 2023. Rush Enterprises, is traded on NASDAQ under the symbols RUSHA and RUSHB. Productivity, fairness, positive attitude, excellence, and integrity are the core values that Rush Truck Centers pushes each employee to embody every day. We work to continually make sure that our sales, parts, service & admin teams have any and all tools necessary to accomplish this mission ultimately resulting in the best customer experience possible. At Rush Truck Centers, our business philosophy is to truly create a welcome atmosphere where our industry experts and can help customers purchase equipment and keep their equipment on the road. We aim to do that through top notch customer service, as well as expanding our national dealer network to add more locations to better service our customer base. We are always looking for opportunities to grow and expand.	*
11	What are your company's expectations in the event of an award?	If awarded, Rush Truck Centers intends to showcase the award to all of our municipal, education and not for profit customers. As our sales, parts & service teams go out and call on this business sector we will use our industry knowledge and experience to provide a single source solution option to the customer base. The capability of bringing the ease of purchase through the Sourcewell contract with the customer base while offering Rush's top tier industry experience will make this a win win for any of our clients.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rush Truck Centers is publicly traded on the Nasdaq, in 2023 Rush Enterprises reported $7.92B in revenue. We have attached our most recent SEC filing in the document upload section.	*
13	What is your US market share for the solutions that you are proposing?	The overall market share in 2023 for Rush Truck Centers was 6.2% of the Class 8 US Truck Market and 5.7% of the Class 4-7 US Truck Market.	*
14	What is your Canadian market share for the solutions that you are proposing?	Rush Truck Centers is not currently proposing a solution for the Canadian market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rush Truck Centers is best described as a distributor/dealer/reseller for this proposal. Rush is a contracted franchisee of the specific manufacturers represented on this proposal.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Rush entities listed in item 2 are licensed in each applicable state as a representative of the manufacturers presented in this proposal. In addition, we have franchise contracts in place with each of the manufacturers on this proposal.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Rush Truck Centers has been recognized by each of the manufacturers represented for performance and customer service levels.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 15%, market dependent.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 5%, market dependent.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard both State & National & H-GAC comprise between 250-350 units per year for an annual revenue in 2023 of $39.5MM.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rush does not have any formal contracts in place with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Austin, Texas	Janet Opheim	(512) 978-2634	*
City of Euless, Texas	Kyle McAdams	(817) 685-1598	*
City of DeSoto, Texas	Wade Williams	(972) 230-5714	*
City of Cedar Hill, Texas	Kenneth Atkins	(972) 291-5126 ext. 2840	
City of Houston, Texas	Daniel Davis	(281) 740-8030	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Provided chassis and bodied up equipment to the City of Austin.	108	$21,700,396.98	*
City of Phoenix	Government	Arizona - AZ	Provided chassis and bodied up equipment to the City of Phoenix.	86	$28,355,662.56	*
Virginia Department of Transportation	Government	Virginia - VA	Provided chassis and bodied up equipment to the Virginia Department of Transportation.	110	$18,650,715.50	*
Illinois Department of Transportation	Government	Illinois - IL	Provided chassis and bodied up equipment to the to the Illinoi Department of Transportation.	104	$14,934,920.93	*
Ohio Department of Transportation	Government	Ohio - OH	Provided chassis and bodied up equipment to the Ohio Department of Transportation.	78	$8,835,185.02	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Rush Truck Centers has a nationwide truck sales staff of approximately 275 people who maintain direct contact with our customers. The sales team is supported by a team within each dealership that handles finance, title work, as well as other administrative duties so that the sales team can stay customer focused. Rush Truck Centers also maintains very close relationships with our vendors to provide new and used vehicles, as well as parts & service solutions to our customer base. This includes organizations like Knapheide Manufacturing, Federal Signal, Wabash, Morgan Corporation, and Reading Truck Body to name a few.	*
27	Dealer network or other distribution methods.	With over 140 locations across the nation, Rush's capability to service customers in the U.S. is unparalleled in the industry. Rush Truck Centers maintains $350MM in on hand parts inventory nationwide. This provides the ability the move parts across the nation between our locations as needed. Beyond that, being a Hino, Dennis Eagle, Ford & Isuzu franchised dealer we also have the ability to utilize the overall OEM dealer network for warranty repairs & service should occasion call for it.	*
28	Service force.	Rush Truck Centers alone currently has over 1,400 technicians nationwide and over 350 outside parts and service personnel that actively work to keep our customer's equipment on the road. At Rush we work tirelessly to make sure that our technicians/service teams have the most up to date training, equipment, and tooling in an effort to minimize customer down time. Outside of the Rush dealer network, we also maintain very close relationships with our OEMs to make sure that our customers can be serviced anywhere in the nation.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rush Truck Centers believes in a boots on the ground approach. We task our sales, parts & service teams to actively call on customers to understand their business and to provide solutions for the issues that they have. When a member of the sales team gains an opportunity to quote a Sourcewell member, the local salesperson will gather all of the details, and build a spec that will best work for the customer based on the customer's needs. If there is a need for a body or upfit, Rush will engage our partners to facilitate the request or work with the customer's requested upfitter. From there the local representative will work with our corporate team to build a Sourcewell compliant quote for the customer. Once approved for purchase and a P.O. is received, Rush will process the P.O. immediately and will work to get the unit/part or service requested delivered as quickly as possible.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rush Truck Centers prides itself in being timely. Our sales, parts and service teams will work to get quotes back from vendors and make sure that the customer has the final numbers as quickly as possible. We utilize our preferred vendor partnerships to maintain the shortest lead times possible for both quotes and deliveries. During the purchasing process our sales, parts and service teams will work to keep the customer informed of unit's status as it moves through the various stages of completion prior to delivery. Using our customer first philosophy we strive to provide the best customer service in the industry.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rush Truck Centers is prepared to offer products and services nationwide. We have a national account presence with several large fleets that operate equipment across the United States. Rush Truck Centers intends to use that same business model to service Sourcewell clients regardless of their geographical location in the United States. Primarily utilizing the more than 2,000 sales, parts and service personnel that are employed by Rush Truck Centers nationwide.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, we are not prepared to expand these proposed solutions into Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rush is uniquely positioned to service all government, education, and not for profit customers in the United States. Each customer will be taken care of by one of our industry experts depending on their geographic location and need.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Except for the Federal government, as discussed below, Rush Truck Centers is willing to serve all participating entity sectors. As we currently hold Buyboard & H-GAC contracts, we do not have any type of exclusivity agreement in place. Rush's presence is national, and our goal is to serve every customer possible in the United States. Being awarded the Sourcewell contract would open another avenue for Rush Truck Centers to do just that. Regarding the Federal government, our ability to serve Federal agencies will be determined by Rush on a case-by-case as there may be certain Federal requirements that Rush or its suppliers cannot meet.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logistical/Transportation cost will be a limiting factor. As equipment is moved to ports, there are loading fees, freight costs, and other logistical expenses that would be incurred to deliver units to Alaska, Hawaii and other U.S. Territories. These costs would of course need to be factored into sales price of the vehicle during the quote process.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy is multifaceted. We rely heavily on digital marketing through our website, e-blast, social media platforms to reach our customer base. While also using more traditional forms of marketing such as mailers, print adds in magazines, NASCAR sponsorships, even wrapping our mobile trucks as well as many other media to ensure we are reaching as many prospects as possible. This broad-spectrum approach is ultimately anchored by our most important asset, our people, that ensure that the personal touch and support remain in the sales process with our customers while delivering the message of the capabilities that Rush Truck Centers has to offer. We have found that through this process we reach a relatively broad demographic of clientele creating a well-diversified portfolio of customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rush Truck Centers uses a host of social media platforms to reach new/prospective clients. Platforms such as LinkedIn, Facebook, and others allow us to both reach out to customers directly via direct message as well as through broader marketing strategies such as government/educational/not for profit specific posts. We also monitor comments and messages on these platforms to either facilitate requests or respond to questions that clients may have. The goal of our marketing campaigns is to maximize click through. Rush has found that offering a more targeted marketing approach offers the best results where even our e-blasts are tailored to the business segment we serve. This approach ensures that our message is relevant to the specific clients that we are targeting.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a very well known purchasing cooperative entity and is trusted by many of the municipal and not for profit organizations in the U.S.. If awarded, Rush intends to showcase the award to all of our clients through email campaigns, trade shows, in person meetings, as well as through our vendor relationships. In short, Sourcewell's members trust the cooperative and are loyal. Rush aims to build upon the brand recognition Sourcewell brings through communication with our industry experts, highlighting our complete offering of service capabilities. Allowing Sourcewell members to work with our industry experts for their fleet needs, while offering customers the flexibility of purchasing through a cooperative contract. Rush Enterprises goal if awarded is to combined Sourcewell (one of the largest purchasing cooperative in the nation) with the largest commercial truck dealer group in the nation to provide single source solutions to as many government, education and not for profit entities as possible.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the variance in specifications in the vehicles that we provide, Rush prefers each client request be handled by one of our industry experts to ensure the right product is provided for the application. This approach allows Rush to have more interaction with the customer to offer solutions that they may not know is available to them. Our sales teams are trained to be solution minded and to make sure we offer customers all potential solutions that we feel may help their business, this is best accomplished with personal interaction. In support of this customer base, we do offer an ecommerce solution to sourcing parts and receiving service from our locations aross the United States. This customer-based solutions allows for comprehensive parts pricing, sourcing, and research. In addition we offer an extensive service incident management platform for managing vehicles that are being serviced and repaired in our dealerships. Real-time status updates, estimate review and approval, and historical repair reference are just some of the features of this platform that are available to Sourcewell members to assist with their fleet management.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Rush works closely with our original equipment manufacturers as well as body upfitters and vendors to provide a comprehensive training strategy for vehicles and equipment provided. These programs are tailored to meet the specific needs of the Sourcewell member and will be developed as requested. Any associated costs for this training will be discussed upfront after maximizing support from all involved.	*
41	Describe any technological advances that your proposed products or services offer.	Working in concert with our represented OEM's in advancing fleet management technologies, Rush Truck Centers works to simplify the application of these technologies for the Sourcewell member. Through the development of our RushCare system, we offer real-time communication platforms that are often communicating with the technologies incorporated in the equipment provided. Monitored by our 24/7 call center, we aid customers in predictive incident and preventative maintenance of their fleets. Through our dedicated telematics division, Rush remains on the forefront of new and emerging technologies ensuring maximum uptime for our customers and solutions for their fleet needs.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Being a leader in emerging technologies, Rush again led the industry in the adoption of alternate-fuel vehicles and environmentally-focused dealer operations. This was evident of the early development of it's own CNG fuel systems, incorporating them into the vehicles provided to simarly-minded customers. It continues with the dedication to the electric initiatives in support of the adoption of these vehicles in the market by providing battery charging stations at our facilities, supported by solar panel based energy storage and delivery systems. In fact, the dedication to this initiative is evident by operating electric vehicles in our own delivery fleet. Our commitment to these environmental-based technologies will remain a focus and will continue to expand as more opportunities arise.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ratings and certifications for the products included in the proposal are typically attained and managed at the original equipment manufacturer level. As a distributor that represents these manufacturers, we fully support the initiatives set forth to accomplish and maintain these sustainability recognitions.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rush Truck Centers does not hold any of these certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Being the largest commercial truck dealer group in the nation, Rush Truck Centers offers an expansive sales, parts, service and administrative team that offers top tier customer service. We pride ourselves on being a dedicated commercial dealer group that has extensive knowledge of commercial vehicle capabilities along with the industry expertise that our body/upfit partners provide. Clients will have a wealth of industry knowledge at their disposal while working with our expert teams.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All product warranty coverages in reference to this proposal are provided to the end user by the original equipment manufacturer or upfitter. We have attached copies of the standard warranty coverage for each OEM that we are offering on this proposal.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each OEM warranty has different usage restrictions and limitations. We have attached the standard warranty coverage for each of the manufacturers we are offering on this proposal.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case dependent; typically the warranty coverage offered by the OEM does not include travel or mileage if mobile service is requested. Any associated costs with these services will be presented prior to any services being performed. In terms of towing, some OEMs will cover the expense of a tow into the closest factory certified warranty facility if the unit is undrivable.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Any potential geographic restrictions will be discussed with the client at the time of quote to ensure that the vehicle can be properly serviced and maintained for the Sourcewell member. We will work to spec equipment that maximizes operating capability, but also maximizes access to service support for the client whether through the OEM network or our network of Rush Enterprises locations.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverage is passed on from the OEM.	*
51	What are your proposed exchange and return programs and policies?	Rush Truck Centers does not offer an exchange or return policy.	*
52	Describe any service contract options for the items included in your proposal.	Extended service contracts are offered through OE programs as well as from Rush through our third-party partners. However, these extended service contracts are somewhat customizable and need to be discussed, quoted and evaluated with each client on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Rush Truck Centers does offer NET30 terms from the date of delivery (upon credit risk approval by the Rush credit team).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Rush Enterprises does offer municipal leasing and financing options through our third-party lending partners. At the time the vehicle is quoted we will gladly review these options with Sourcewell members to find the best option for them. Any leasing or financing terms would be agreed to separately by the customer and the leasing/financing company.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Rush Truck Centers requires a Retail Sales Order, Delivery Receipt, and a CARB Attestation form. The State of Attestation/Domicile form is required by Rush to be signed by the customer to make sure that non-California compliant trucks ultimately won't registered or primarily operated in the State of California due to new CARB, ACT, ACF, and Low Nox Omnibus regulations. Other forms may include warranty start forms depending on the OEM.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rush Truck Centers does except P-cards for payment on parts and service without a credit card processing fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rush Truck Centers will offer a discount off of List/MSRP for 3 of the 4 OEMs included in this proposal, the OEM that will not show a discount off of pricing is Dennis Eagle which does not have a List Price or MSRP. In the case of Dennis Eagle, the pricing shown is the Sourcwell member's price before any volume discounts are applied. Please note this is for the chassis only as any upfit that is requested or needed will need to be added to the quote to provide a complete price for the customer.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rush Truck Centers is prepared to offer the following minimum discount range off of List/MSRP per OEM: Ford Motor Company: 1.50% to 7.00% Hino: 10% to 15% Isuzu: 10% to 15%" Dennis Eagle: 0% as Dennis Eagle does not have a List/MSRP	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Any Sourcewell member looking to purchase 10 or more units, please contact us for additional price concession.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Products or Goods sourced through open market channels will be quoted with additional markup not to exceed 15% of the MSRP of the goods Products or Goods quoted to Rush Truck Centers.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	From a chassis perspective we have included all applicable charges in our attached pricing list. If there is a specific need, training or special installation we will include that with the upfit portion of the quote to the Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of the OEMs allow for courtesy delivery by other dealers in the OEM dealer network to minimize any additional freight cost. If this resource is available through the specific OEM quoted, or if the equipment quoted doesn't require any upfit and we're able to ship directly to the end user from the factory we will certainly do so. However, if the unit requires additional equipment to be added or an upfit prior to delivery then there will be freight cost incurred to move the unit from the body company to the dealership or its final destination.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada and other off shore entities present several logistical hurdles that will require additional expense such as port fees, loading fees, etc.. These additional expenses will be listed out on the customer's quote for their review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to working with the franchised dealer network of the represented OEMs, Rush will utilize its extensive network of dealerships to optimize delivery to the Sourcewell member while minimizing associated costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Rush Truck Centers is offering Sourcewell pricing that is more aggressive than we've priced on other cooperative contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Rush Truck Centers has a strict self-audit process in place to help ensure compliance to not only company policy and procedures, but also to requirements of contracts with our customer base. This oversight is provided by our internal audit staff in our accounting department as well as auditors from our Ethics and Compliance division based at corporate headquarters. The Rush Sales Operations group will also help ensure compliance with the business requirements of the contract in place as well as providing reporting based on the terms requested in the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	This Sales Operation Team will track the performance of the contract in place. While using a broad distribution model to approach this opportunity, the management of the contract will be handled centrally by the responsible representative assigned to the contract with senior leadership oversight. Extensive reporting tools are in place to assist with this management.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Rush is prepared to offer a per unit fee of: $400.00 for all units class 3-5 $750.00 for all units class 6-8	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Rush Truck Centers is offering (4) OEMs on this proposal comprising of (39) individual models with even more specific order codes under each model. We are also offering a range of upfit options from spray in bed liners and toolboxes to service bodies, refuse equipment and sewer inspection equipment. To provide a complete solution to meet the customer's needs Rush Enterprises will work with our extensive list of vendors and even work with vendors specifically requested by the Sourcewell member (once approved by Rush Truck Centers risk team).	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our subcategories will be broken down by Make, Model, and trim level (where applicable).	
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Rush Truck Centers has the utmost confidence in the manufacturers we represent to produce the highest quality products available on the market.	
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	As detailed above, Rush Truck Centers offers a unique business case to Sourcewell members. Its network and forward-looking approach to solutions technologies positions Rush to offer products and services at a customizable-level to meet any transportation need proposed. Between the tools developed and available to the Sourcewell member base and the team of experts assembled to provide the solutions, Rush is a differentiator in the industry. Whether it be the widely available, pre-upfitted quick delivery inventory of vehicles, extensive and diverse parts inventory, or available service bays at our state-of-the-art facilities supported by a fleet of 600+ mobile service technicians, Rush Truck Centers is prepared to offer solutions to Sourcewell members.	

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	The OEMs Rush is offering currently only offer ICE solutions for the class 4 space.	*
75	Class 5 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	None of the OEMs Rush is offering currently offer BEV solutions for the class 5 space. However, Isuzu is releasing a BEV class 5 that is projected to be available in 2025. We are looking to offer that product once pricing is published and able to be ordered.	*
76	Class 6 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 6 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.	*
77	Class 7 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 7 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.	*
78	Class 8 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering on this proposal offer BEV solutions for the class 8 space.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Through Ford Rush is offering both ICE & BEV on the Transit T-250 & T-350 in the class 3 space. The Super Duty line, more specifically F-250 & F-350 are offered as ICE only.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 4 space.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	◉ Yes ○ No	Isuzu is looking to offer a BEV class 5 unit towards the end of 2024/beginning of 2025. Although pricing isn t currently available, once made available to Rush Truck Centers, we intend to work with Sourcwell to have this model added to the contract.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 6 space on.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 7 space.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 8 space.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Rush Truck Centers is offering the Ford E-Transit line which we are offering on this proposal.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - MSRP Pricing.zip - Thursday March 28, 2024 13:53:27
- Financial Strength and Stability - 2023 10-K Final.pdf - Tuesday March 26, 2024 10:49:33
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Exhibit C - Rush Limited Warranty.pdf - Thursday March 28, 2024 12:41:37
- Standard Transaction Document Samples - Sourcewell Docs Example.pdf - Thursday March 28, 2024 14:24:57
- Requested Exceptions - RFP_033824_Class_4-8_Chassis_&_Cabs_Contract_Template_Rush revisions.docx - Tuesday March 26, 2024 11:39:46
- Upload Additional Document - Additional Documents.zip - Thursday March 28, 2024 12:40:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Whitt Michael, Senior of Medium Duty Sales, Rush Truck Centers of Texas, LP

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

SW0225250353

Date:	February 28, 2025
To:	**City of Redlands**
Address:	1270 W. Park Ave. # l Redlands, CA 92373
Member ID# :	**18877**
Name:	Louie Miranda
Email:	Louie.Miranda@CityofRedlands.org
Phone:	(909) 798-7663
Quote Expire:	April 30, 2025
Sourcewell:	**Contract # 032824-PMC**

Sourcewell Formerly NJPA Awarded Contract

Rush Truck Centers
8830 E. Slauson Ave. Pico Rivera, CA 90660
Contact: Ray Gamez Phone: (949) 355-4382
Email: GamezR@RushEnterprises.com

Sourcewell Quote Sheet

DESCRIPTION

2026 Peterbilt 520

Cummins CNG Engine with Allison Transmission

YEAR:	2026	TRANS.:	Allison 4500 RDS-P
MAKE:	Peterbilt	R. AXLE:	44K
MODEL:	520	F. AXLE:	20K
Body Type:	Front Loader	PINTLE HITCH:	None
GVWR:	64,000 lbs	PUSHER AXLE:	None
ENGINE:	Cummins L9N (CNG)	Wheels:	Aluminum
H/P:	320 hp @ 1000 ft/lbs torque	FUEL TANKS:	75 DGE Roof Mounted

Model 520 Cab & Chassis		
List Price : (**Per Specifications of Redlands)**		$302,631.00
Model Sourcewell Discount: (**See Pg. 2**)	25.00%	-$75,657.75
Customer Price		$226,973.25
Sourced Goods		
Body: Newway FEL		$148,676.00
Floor plan production per diem		$16,095.88
Chassis Engineering Frame Layout		$1,500.00
SmartLINQ 5 Yr		$799.00
Allison Surcharge		$1,600.00
CARB Warranty 3yr / 100 Mile		$1,443.00
2 Year Towing coverage		$600.00
Fuel System: 75 DGE		$34,250.00
Spare Tires		$2,500.00
Post Body Install Inspection		$1,600.00
Delivery Wash		$150.00
Delivery Transport		$500.00
Transport: Yuma - Ray Gaskin		$3,500.00
Taxable Fees (Document Fee, Admin Fee)		$330.00
Total		$213,543.88
Model 520 Cab & Chassis		$226,973.25
Sourced goods		$213,543.88
Total		$440,517.13
Sales Tax (8.75%)		$38,545.25
Admin Process - (License/Title/Reg Exempt/Doc Prep/Filing)		$34.00
Warranties: Cummins, Allison & R Gaskin 5 yrs, Eaton Rear Axle		$5,026.00
Tire Recycling Fee		$17.50
Total Price		**$484,139.88**

* 12% Ferderal ExciseTaxes Apply to State/Local Govt who are NOT Exempt *

SUBJECT: Sourcewell Customer Pricing CY2024-2028

DB # 24-21
DATE: 09-16-24

Peterbilt is excited to announce the extension of the Sourcewell Customer Pricing program for 2025-2028. Sourcewell, formerly NJPA, holds national contracts that offer an easy, time-saving procurement process for all levels of government and education. The discount by model represents the "% Off List" price the customer will pay when ordering units on the Sourcewell program.

Sourcewell Formerly NJPA

Peterbilt

Sourcewell Customer Pricing CY2024-2028

Peterbilt Motors Company Contract #032824-PMC July 29, 2024 REVISION

Model	Model 220	Model 220EV	Model 535	Model 536	Model 537	Model 548
Average List Price	$119,000	$367,900	$115,500	$128,000	$145,800	$177,000
CY2024-2028 Sourcewell DISCOUNT	5%	5%	15%	15%	15%	15%
Estimated Sourcewell Customer Price	$113,050	$349,505	$98,175	$108,800	$123,930	$150,450

Model	Model 567	Model 579	Model 579EV	Model 589	Model 520	Model 520EV
Average List Price	$281,000	$264,700	$662,700	$294,000	$284,000	$690,300
CY2024-2028 Sourcewell DISCOUNT	25%	25%	25%	25%	25%	25%
Estimated Sourcewell Customer Price	$210,750	$198,525	$497,025	$220,500	$213,000	$517,725

Rush Truck Centers of California, Inc.
dba Rush Truck Centers, Los Angeles

Principals

The Principals of Rush Truck Centers of California, Inc. are:

Name	Title	Address
W.M. “Rusty” Rush	Sole Director, President and CEO	555 IH35 South, Suite 500 New Braunfels, TX 78130
Derrek R. Weaver	VP & Treasurer	“
Michael McRoberts	Secretary	“
Scott Anderson	VP Finance & Insurance	“
Steven L. Keller	Assistant Secretary	“
Michael S. Lyons	Assistant Secretary	“
Hal Meriwether	Regional General Manager	14490 Slover Ave. Fontana, CA 92337
Daniel Perez	General Manager	8830 East Slauson Ave. Pico Rivera, CA 90660

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

3. Notwithstanding the foregoing, on full payment for a Vehicle, Rush shall ensure that the Vehicle is free and clear of any liens, mortgages, security interests or other encumbrances of third parties, including BMO, and shall pay all amounts necessary to discharge any such encumbrance.

FEDERAL EXCISE TAX
Exemption Certificate
for Use by States & Local Governments
Treas. Reg. 48.4221-5

I hereby certify that I am _____ (title of officer) of the _____ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

(check applicable type of certificate)

A. _____the article/articles specified in the accompanying order or below:

Article/Articles (by VIN):

_____ _____

_____ _____

(if more room is needed, attach list of additional articles to this certificate)

OR

B. X all orders placed by Purchaser for the period commencing January 1, 2025 (date) and ending December 31, 2025 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of California, Inc. ("**Dealer"**) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than $10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

PURCHASER

By: _____

Name: _____

Title: _____

Rush Pblt Truck Centers (S991)
14490 Slover Avenue
Fontana, California 92337

Ray Gamez
Cell Phone: 949-355-4382
Office Phone:
Email: gamezr@rushenterprises.com

City Of Redlands
1270 W Park Avenue
Redlands, California 92373
United States of America

ANDY MADIEDO

Email: amadiedo@cityofredlands.org

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	2025 FEL 3ax
Description 2:	

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Commercial Front Loader
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	17000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	44000
G.C.W. (lbs):	64000
Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	60
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	269.9
Overall Comb. Length (in):	327.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	227,181	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0	**0**
0095360	O	**Commercial Front Loader**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200670	O	**Agility Natural Gas Fuel System** Assembler - Fontana, CA	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	443	**160**
0601500	O	**Full Steel Inner Liner**	922	**659**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to	508	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.		
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	148	**210**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354850	S	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0	**0**
1354870	S	**Severe Service Disc Brake Rotor** For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0	**0**
1380230	O	**Dana Spicer 5" Drop IPO 3.5", Front Axle** 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	**0**
1380240	O	**Dana Spicer Wide Track IPO Standard** Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	64	**15**
1380290	S	**Bendix Air Disc Front Brakes** Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0	**0**
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-390	**-311**
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	226	**0**
1680065	O	**Remote Mount Rear Axle Vent**	120	**2**
1680280	O	**Bendix Smart ATC Traction Control**	277	**2**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.		
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	76	**9**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	**0**
1680550	O	**Upsize Parking Brakes**	236	**0**
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	516	**35**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	680	**0**
1705290	O	**Ratio 5.29 Rear Axle**	0	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,478	**-67**

Engine & Equipment

2056320	O	**L9N 320@2000 GOV@2200 1000@1300** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 NO....Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 64....Maximum Accelerator Pedal Ve N21370 P059 64....Maximum Cruise Speed (P059)	24,423	**-70**

Sales Code	Std/ Opt	Description	$ List	Weight
		N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)		
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092009	O	**Typical Operating Speed 58 MPH**	0	**0**
2092031	S	**Powertrain Optimized for Fuel Economy** Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time.	0	**0**
2140220	O	**CARB and EPA Engine Idling Not Required**	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	107	**0**
2140660	O	**CARB Emission Warranty**	0	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	163	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	**0**
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3120710	O	**Lower Front Coolant Pipe And Coolant Extracting** Port	38	**0**
3120730	O	**CNG Vaporizer Coolant Loop**	108	**2**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,844	**-1,352**
3381860	O	**Exhaust 90 Degree Diffuser**	153	**0**
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	18,453	**390**

Sales Code	Std/ Opt	Description	$ List	Weight
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-424	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-110	**-5**
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	91	**11**
4252170	O	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	20	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4252950	O	**Omit Allison Neutral At Stop**	0	**0**
4253060	O	**Remote Mount Allison Transmission Vent**	120	**2**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256350	O	**Auto Neutral AK, Allison HD/RDS** Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	298	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	**0**
4256910	O	**Allison Transmission Fluid Test Port** Remote coupler. The fluid test port provides easy access to transmission fluid for testing from its location under the hood on the right-hand frame rail.	193	**0**
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.		
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	**0**
4540420	S	**Nylon Chassis Hose**	0	**0**
4540910	O	**Compressor Discharge Line Test Valve**	395	**0**
4541600	O	**Wire Braid Brake Hose, Front**	24	**4**
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	408	**4**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
4612000	O	**Route AE Lines To Allow Welding Of Sub Frame** To top of frame 8" forward of back-of-cab to end-of-frame	670	**0**
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	50	**0**
Tires & Wheels				
5033410	O	**FF: GY 20Ply 315/80R22.5 Endurance WHA** Efficiency Rating: Poor Goodyear's Best Waste Haul All-position Tire For Long Miles To Removal. Diameter= 43.1 inches; SLR= 20.0 inches.	412	**-26**
5132320	O	**RR: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	4,732	**296**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	286	**-110**
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish**	1,692	**-216**

Sales Code	Std/ Opt	Description	$ List	Weight
		Aluminum. Ultra ONE wheels with MagnaForce alloy.		
5390008	S	**Code-rear Rim Qty 08**	0	**0**
5407660	O	**RR: Mirror Polish Wheels, Outer Surface, Tandem** Drive Mirror polish outer surface of outer wheels (4). Without chrome wheel nuts.	593	**0**
5408410	O	**FF: Mirror Polish Wheels Complete w/o Chrome** Sgl or Tdm Steer, W/O Chrome Wheel Nuts	214	**0**
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-443	**0**
5604000	O	**Location LH BOC 000 Gal**	0	**0**
5653070	O	**CNG / LNG Frame Rail Mounted Tank Only**	0	**0**
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	**0**
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	506	**0**
6030150	O	**Rubber Battery Pad In Bottom of (1) Battery Box** Mat in box that holds batteries only	24	**4**
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	356	**0**
6924160	O	**Sears C2 Plus Premium Passenger Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	454	**0**
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	**0**
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	114	**3**
6934080	O	**Passenger Headrest For C2+ Seat Only** Includes headrest only.	114	**3**
6939400	O	**Air Ride Driver**	392	**43**
6939430	O	**Mid Back Driver**	76	**0**
6939460	O	**Fabric Driver**	51	**0**
6939500	O	**Air Ride Passenger**	392	**43**
6939530	O	**Mid Back Passenger**	76	**0**
6939560	O	**Fabric Passenger**	51	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	**13**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	24	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7330920	O	**(2) Defroster Fan On Rear Header**	246	**60**
7564120	O	**Chromed LH/RH Dual Plane Mirrors, Heated,** Dual Plane motorized mirrors are mounted to doors on both the right and left hand sides. Available in chrome mirror shell with black arms. Includes fold-away feature and requires additional top mounted convex mirrors (7564160). For front loader body type configuration.	248	**-5**
7564160	O	**Addt'l Convex Mirrors, Mounted Top of LH/RH** Dual Plane Mirrors	87	**0**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	495	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**
7728050	O	**USB Port**	43	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7850770	O	**Pre-Wire Cab 3rd Eye Vision System**	1,115	**0**
7850780	O	**Pre-wire Chassis for 3rd Eye Vision System**	1,827	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7851580	O	**Front Cab Guard, Painted Black**	490	**15**
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	83	**8**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	75	**12**

Sales Code	Std/ Opt	Description	$ List	Weight
7901090	O	**Ecco DS-1500 Reverse Motion Sensor** Use with backup alarm	330	**1**
7901140	O	**Backup Alarm (87-112 DB)** Variable adjusting	129	**6**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	**0**
8070260	O	**Switch To Deactivate ATC Traction Control** Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0	**0**
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	**0**
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	996	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	62	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9402418	O	**2 Year Towing**	600	**0**
9407147	O	**Fuel Price Index Factor $0 NET**	0	**0**
9408529	O	**Allison Surcharge 4000 Series Transmission**	1,600	**0**
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI-EPA Engine**	0	**0**
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,500	**0**

Miscellaneous

9409055	O	**State Of Registry: California**	0	**0**
9409645	O	**Model Year 2025 Engine**	0	**0**
9409655	O	**Peterbilt Motors Company**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9485074	O	**Basic Vehicle (CARB) 3/100** 3 yrs / 100,000 mi / 160,000 km	1,443	**0**

Promotions

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$302,631
Marketing and Service Support Fee	$1,595
Prepaid Freight	$4,400
Total Surcharge/Options Not Subject To Discount	$5,942
Total Weight (lbs)	16,420

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity

CLASS 8

Warranty
Quick Reference Guide

This is a Quick Reference Guide "ONLY"

It is an itemized general listing of the components and/or items used in the assembly of a Peterbilt Vehicle and their respective level of warranty coverage. This list is NOT to be construed as all-inclusive.
Refer to the complete text of the Peterbilt Warranty Agreement Cat. No.5201, 5278, 5018 for specific details on the terms, conditions and limitations of said agreement.

BASIC VEHICLE WARRANTY

12 Months / 100,000 Miles / 160,000 Kilometers whichever comes first

- Air Cleaner System (Excludes Filter Element)
- Air Conditioner System
  - Accumulator
  - Actuators, HVAC
    - Blend, Mode, Fresh Air Doors
    - Blower Motor & Wheel
    - Coil, Heater
    - Compressor, Freon
    - Condenser
    - Control, HVAC
    - Drain Valve & Hose
    - Expansion Valve
    - Evaporator
    - Freeze Control Switch
  - Hardlines, Refrigerant
    - Heater Hoses & Clamps
    - Low/High Pressure Switches
  - O-rings
  - Receiver -Dryer
  - Resistor
- Airshield
- Air System
- Air Compressor (Bendix)
- Air Dryer & Purge Valve
- Air Governor
- Air Tank & Drain Valve
- Alternator
- Antenna
- Auxiliary Heater Assembly (Espar)
- Auxiliary Transmissions
- Battery (PACCAR)
- Battery/Tool Box Assembly
- Battery Hold Downs
- Brake - Disc
  - Chamber
  - Camshaft
  - Spider
  - Drum (Excludes Scored or Heat Checked)
- Bumper (Includes Aerodynamic Type)
- Cab
  - Heater and Duct
  - Side Extender
  - Skirt
  - Water Leak
  - Tilt Mechanism (Includes Pump)
- Charge Air Cooler
- Charge Air Cooler Hoses & Clamps
- Circuit Breakers
- Clamps, Turbocharger Air Inlet
- Clock (Analog / Digital)
- Clutch, Clutch Linkage
- Collision Avoidance System
- Control Cable
- Cooling Module
- Cruise Control Component
- Deck Plate Lamp
- DEF Heater Control Relay
- DEF Heater Coolant Control Valve
- DEF Heated Lines
- DEF Heating Elements
- DEF Heating Fittings on Supply Module
- DEF Lamp
- DEF Tank
- Door Latch, Lock and Hinge
- Door Pad and Soft Trim
- Driveline, U-Joint and Center Bearing
- Driveline Midship Plate
- Electrical Power Distribution Box
- Electrical Printed Circuit & Harness (Excludes Fuse)
- Engine Related Components
  - Engine Brake (PACBrake)
  - Dipstick and Tube
  - Fan, Fan Clutch and Sending Unit
  - Fan Shroud
  - Heater
  - Manufactured Messaging Products
  - Mount
  - Shutdown System
- Exhaust Stanchion
- Exhaust piping, clamps, gaskets
- Fairing
- Fuel
  - Tank
  - Tank Strap, Cap and Vent
  - Fuel Water Separator and/or Heater
  - Gauge and Sending Unit
- Heat Shield
- Hood Assist Spring and Hook
- Horn - Air or Electric
- Hose and Fitting (Excludes Rubbed or Loose)
- Hub Assembly (Excludes Bearing & Races)
- Hub Caps
- Hubometer
- Ignition Timer
- Instruments
- Lift/Tag/Pusher Axle
- Lift/Tag/Pusher Suspension
- Light Fixture (Excludes Bulb)
- Mirror
- Mud Flap Bracket (Excludes Mud Flap)
- Muffler
- Muffler Clamps
- Muffler Standpipe
- Navigation System (Smart Nav)
- Plating (Includes Chrome)
- Power Steering Pump
- Power Steering Reservoir
- Quarter Fender
- Radiator (Includes Header Gasket)
- Radiator Cap
- Radiator Mounting Brackets
- Radiator Mounting Bushings
- Radiator Tie Rods
- Radio/CB (Unlimited Mileage)
- Relay
- Seat Assembly
- Seat Belt
- Seat Structure
- Shift Control
- Shock Absorber
- Slack Adjuster
- Sleeper Boot
- Sleeper Extender
- Speaker
- Starter
- Steering
  - Shaft and U-Joint
  - Drag Link
  - Gear Mounting Bracket
  - Pitman Arm
- Steering Wheel and Column
- Step
- Supplemental Restraint System (Rollover Airbag)
- Suspension
  - Axle
  - Beams
  - Dowel Pin
  - Height Control Valve
- Suspension - Continued
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Shock Bracket & Stud
  - Spring, Air
  - Spring Bracket
  - Spring, Leaf
  - Spring Pin
  - Spring Saddles
  - Spring Shackle & Pins
  - Torque Rods
  - Tracking Rods & Brackets
  - U-Bolts & U-Bolt Saddles
- Cab
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
- Sleeper
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
  - Suspension Bushings
- Switches
- Throttle Linkage and Cable
- Transfer Case
- Transmission Shift Control & Oil Cooler
- Turbocharger Piping, Clamps & Gaskets to Inlet of SCR
- Upholstery (Excludes Wear)
- Valve, All
- Vent - Fresh Air
- Visor (Outside and Inside)
- Weather Stripping
- Wheel Bearing (Wear Not Covered)
- Window Defroster Fan
- Window Lift (Includes Power Lift)
- Window Regulator
- Windshield Washer
- Wiper Arm (Excludes Wiper Blade)
- Wiper Motor and Control Valve
- Wiring and Connectors (Excludes Visible Rubbed or Loose)

PAINT

- Cab, Hood, Sleeper Paint	12 Months 100,000 Miles / 160,000 Kilometers
- Frame Paint - Black Only	12 Months 100,000 Miles / 160,000 Kilometers
- Frame Paint - All colors other than black	6 Months 50,000 Miles / 80,000 Kilometers
- Frame Paint - Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3 Months 25,000 Miles / 40,000 Kilometers

MAJOR COMPONENTS
36 Months or 300,000 Miles/480,000 Kilometers whichever shall occur first. 100% Parts and Labor

Axle - Eaton, Meritor and Dana Spicer Axles, Non-Driving and Driving, Single Speed, On-Highway with a Capacity of 46,000 Lbs. or Less (Includes Axle Input and Output Seals)(Excludes Axle Shaft Flange Gaskets, Brake Drums, Brake Shoes, Filters, Hub Assemblies, Hub Caps and Gaskets, Wheel Bearings and Wheel Seals)

Brakes – Bendix and Meritor (except air Disc Brakes)
Applies to Brackets, Cam Shafts, Slack Adjusters and Spiders

Cab, Hood, Hood Half-Fenders, and Sleeper Structure
Cab Fasteners (Excludes Add-On Aerodynamic Devices)

Sheppard and TRW Steering Gears

Manual Transmissions (Excludes Oil Coolers and Shift Controls)

Eaton Auto Shift Transmission

PACCAR 40k Tandem Axle

Line Haul (ave. 60,000 mi / 96,000 km annually)	60 mo. / 750,000 mi /1,200,000 km
Regional Haul & Pick-up & Delivery	24 mo. / Unlimited miles / kilometers

FRAME RAILS, GUSSETS, CROSSMEMBERS AND CAB / HOOD / or SLEEPER CORROSION
60 Months or 500,000 Miles/800,000 Kilometers whichever shall occur first. 100% Parts and labor

Frame Side Rails, Crossmembers, Gussets, A-Braces

Cab, Hood and Sleeper perforation caused by corrosion from within. Corrosion warranty applies to perforation - an actual hole in a cab, hood or sleeper panel due to corrosion. Warranty does not apply to corrosion caused by damage to a cab panel or finish paint.

OTHER COVERAGES
12 Months or 50,000 Miles/80,000 Kilometers whichever shall occur first. 100% Parts and Labor

Axle Shaft Flange Gaskets	Wheel Seals (Except LMS)
Hub Cap Gaskets	All Gaskets and Seals not specified above

General Warranty Exclusions

- The following components are warranted directly to you by their respective manufacturer, and are not warranted by Peterbilt Motors Company: Engine and Engine Manufacturer's Accessories, Engine Brake (except PAC Brake), Automatic Transmissions, Tires, Tubes, Fifth Wheel, Pintle Hooks, Hitch, Wheels and Batteries not listed.
- Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud flaps, reflectors, winter fronts, wiper nozzles or wiper blades. Trade accessories such as fire extinguishers, chains, emergency kits and tools are not warranted.
- Peterbilt is not responsible for storage deterioration, wear, and changes in adjustment resulting from normal service. This includes brake and clutch linings, drive belts, wheel balance and axle alignments or upholstery.
- Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling from frame bolts relating to maintenance, or paint peeling from road chemical damage.
- Damage due to accident, misuse, negligence, improper or inadequate maintenance, or unauthorized modification is not warranted. Failure of replacement parts used to repair above conditions are not warrantable.
- Vibrations, squeaks, fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose and electrical connections can develop during the early shakedown trips of the vehicle. Up to 25,000 miles/40,000 kilometers, but not later than 90 days after date of delivery, the necessary adjustments will be made without charge. Such developments after this period are usually the result of use and are not warrantable items.
- Peterbilt is not responsible for damage resulting from engine horsepower/torque upgrades.

NON - WARRANTABLE COMPONENTS/ITEMS

 # File with Engine Manufacturer

Engine (see engine coverage)
Engine Accessories
Air Compressor (Engine Manufacturer)
Add-on Aerodynamic Device (Dealer Installed)
Antifreeze Solution
Automatic Transmission (Allison)
Brake Lining
Bulb
Fifth Wheel
Filter Element
Fire Extinguisher
Flag and Flare Kit
Fuel
Fuse
Light Bulb
Lubricant
Mudflap
Pintle Hook
Non-Original Equipment
Power Converter
Reflector
Refrigerator
Tire
Tow Pin
Wheels
Winter Front and Bug Screen
Wiper Blade
Wiper Nozzle

NON - WARRANTABLE:
WEAR, DETERIORATION and/or ADJUSTMENTS

Peterbilt assumes no responsibility for wear and/or Deterioration of parts or Changes in Adjustment as a result of Normal Service.

Examples:
Brake Adjustment
Brake Drum
Brake Lining
Bushings (Serviceable)
Clutch Facing
Engine accessory belt
Fuse
Key Fob
Wheel Bearings
Mattress
Paint Chip and/or Fade
Soft Trim and Upholstery
Stainless Steel Discoloration
Tightening a Bolt and/or Fitting
Wheel and/or Axle Alignment
Window and Windshield Glass

This list is NOT to be construed as all-inclusive

NON - WARRANTABLE FUNCTIONS OR ACTS

Any Vehicle on Which the Odometer has been Altered
Any Vehicle that has been Altered or Modified in a Manner Unauthorized by Peterbilt
Damage Due to Accidents
Dyno Testing (Without Prior Regional Authorization)
Improper or Insufficient Maintenance Service
Misuse
Negligence
Storage (Includes Deterioration)
Towing and Road Calls
Transport
Troubleshooting and Road Testing

Revised 04/17

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

375 S. Cactus Ave
Rialto, CA 92376 USA

Estimate

Date	Estimate #
02/27/2025	30722R7

Name / Address
Rush Enterprises 8830 E. Slauson Ave. Pico Rivera, CA 90660

Description

(75) DGE ROOF MOUNT CNG SYSTEM WITH FRONT BUMPER FILL PORT
MOUNTED ON AMREP FEL OR ASL REFUSE TRUCK.

THE FOLLOWING ESTIMATE IS TO PROVIDE AND INSTALL THE CNG FUEL SYSTEM ON ONE (1) NEW CNG READY CHASSIS. THE PROPOSED SYSTEM WILL BE ROOF MOUNTED AND PROVIDE SEVTY-FIVE (75) DGE OF CNG FUEL. STARTER INTER-LOCK SYSTEM ON ALL FILL PORTS.***PRICING IS PREDICATED ON THE BODY/ROOF TRANSITION BRACKETS BEING PREVIOUSLY INSTALLED ON THE BODY BEFORE ARRIVING AT AGILITY***

FABRICATE, ASSEMBLE & INSTALL ROOF MOUNTED CYLINDER PACK, HIGH PRESSURE PLUMBING.
SYSTEM NUMBER 20414000 USING 16" X 100" 3600 PSI TYPE III OR IV CNG CYLINDER (INCLUDES MANUAL VALVE & PRD)
NECK MOUNTING BLOCK ASSY
AGILITY CUSTOM TANK MOUNTING STRUCTURE ASSM
ALUMINUM CYLINDER ENCLOSURE (COLOR MATCHED TO BODY)
HIGH PRESSURE FITTINGS & LINES WILL ST/ST
20071000 STANDARD FUEL MANAGEMENT MODULE (INCLUDES NGV-1 & TRANSIT FILL RECEPTACLE, FILTER, HPR, HIGH & LOW PRESSURE GAUGES, 1/4 TURN & LOCK-OFF SOLENOID & DE-FUELING PORT)
HARDWARE
CNG FUEL
FILL PORT MOUNTED IN THE CENTER OF THE BUMPER.
STANDARD WARRANTY
CNG SYSTEM WILL BE INSTALLED & FILLED WITH FUEL IN RIALTO, CALIFORNIA

TERMS NET 30 DAYS
PRICING VALID UNTIL FOR 90 DAYS
PRICING DOES NOT INCLUDE SALES TAX OR F.E.T.
F.O.B. RIALTO, CA

WE ARE YOUR CNG FLEET SERVICE SOLUTION!		
		Web Site
		www.agilityfuelsystems.com

Ray Gaskin Service

14572 Ranco Vista Dr
Fontana, CA 92335
www.raygaskinservice.com

Quote
Date 2/5/2025
Valid for- 60 days
Terms

Customer
City of Redlands
1270 W Park Ave
Redlands, CA

Description	Quantity	
2025 New Way 40yd Frontload body Standard 8K Arms	1	
Mounted on Peterbilt 520		
Dennison Front Mount Vane Pump		
Painted White		
All LED Lighting		
Light weight service hoist		
LED Working lights- 1 Canopy 2 Hopper		
4 LED strobe lights Upper and lower tailgate		
Outside Arm controls, Autopack and Estop		
Saftey Vision three camera system Back-up and Hopper, blind spot		
Broom and shovel holder		
Aluminum Drip Pan under Tailgate		
Remote Grease fitting for upper tailgate and cylinder points		
Future 75DGE CNG roof mount brackets		
Warranty: Standard New Way Warranty, 1yr Body Warranty,		
1yr hydraulic warranty, and 2yr cylinder warranty		
Paint: Body acrylic Utethane Enamel Color: Paint Code N0105EX		

Terms and Conditions

1. Does not include takes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit Purchase Order to comfirr

Customer acceptance (Sign Below)

x _____ Date: _____

Print name here:

If you have any questions regaurding this price quote please contact

Thank you for your Business!

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles

STREET TOUGH MEETS STREET SMARTS

MODEL 520

The Model 520 is built to withstand the harsh demands of the refuse industry. Powered by the lightweight PACCAR MX-11, the Model 520 delivers outstanding performance and reliability. New features include a redesigned gauge cluster with a 7-inch digital display that provides critical vehicle information and integrates with Advanced Driver Assistance Systems such as Bendix Fusion and side object detection.

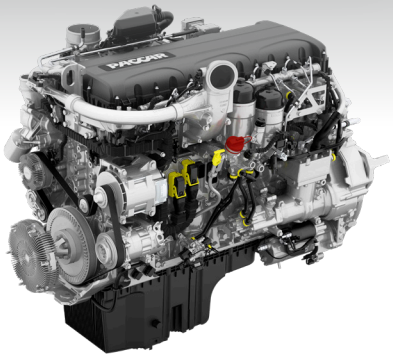
The Model 520 incorporates many driver safety and comfort features including knurled exterior grab handles for a reliable grip, high-visibility bright yellow interior grab handles, LED headlamps and Electronic Stability Control (ESC). The updated VMUX electrical architecture and pre-configured frame layouts are optimized for seamless body integration. No matter the application, the Model 520 is designed to get the job done day in and day out.

DRIVER COMFORT & PRODUCTIVITY

The 520 interior features a thoroughly updated ergonomic dash design with a new gauge cluster and a 7-inch digital display. The switches are optimally placed within easy reach for maximum driver comfort and productivity. The center console features angled side panels for easy access to controls from either side.

POWER & PERFORMANCE

A PACCAR MX-11 engine provides outstanding power in a lightweight package and is fully integrated with the truck's electrical system for the ultimate in PTO Body control customization.



PACCAR MX-11

For more information on the Model 520, contact your local Peterbilt dealer or visit **peterbilt.com**.

City Council Meeting **K. 4.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8677 pursuant to Government Code Section 54221 declaring that certain real property located at 304 9th Street, Redlands, CA 92373 comprising approximately .48 acres (APN: 0169-321-03-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15312 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8677.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8677, pursuant to Government Code Section 54221 declaring that certain real property located at 304 9th Street, Redlands, CA 92373 (APN: 0169-321-03-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15060(c)(3) under the California Environmental Quality Act.

DISCUSSION:

The City owns property in fee located at 304 9th Street, Redlands, CA 92373 and as more particularly described in Exhibit A of the attached resolution (the "Property"). The City desires to transfer interest in the property to Redlands Unified School District (School District).

In an effort to address the housing crisis throughout the state, the State Legislature revamped the Surplus Land Act (SLA) in 2019 to strengthen the right of first refusal for affordable housing developers to bid on local agency-owned surplus land. The SLA requires public agencies to comply with certain procedures when disposing of real property. The California Department of Housing and Community Development (HCD) has adopted guidelines to interpret the SLA. The SLA was recently amended by Assembly Bill 480 (Ting) Senate Bill 229 (Umbert). These changes took effect January 1, 2024.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of “surplus land.” Before a local agency may dispose of land subject to the SLA, the land must be declared either "surplus land" or "exempt surplus land," as supported by written findings. For “surplus land,” the City must go through a formal process to offer the land to qualifying entities and negotiate with responsive parties. However, the SLA contains exemptions for certain types of land (“exempt surplus land”) where this formal process does not apply.

One such exemption is for real property that a local agency is transferring to another local, state, or federal agency for the transferee agency’s use (Government Code section 54221(f)(1)(D). Here, this exemption fits because the City desires to transfer the Property to Redlands Unified School District (“District”), which is a school district and a “local agency” under the Act, so that the District can use the Property for its purposes.

Adoption of the attached Resolution would declare the city-owned Property as exempt surplus pursuant to the aforementioned exemption. Under HCD’s Surplus Land Act Guidelines (“Guidelines”) promulgated pursuant to the SLA, prior to disposal of the Property, the City must submit the adopted resolution to HCD at least 30 days prior to disposal so that HCD can review the exemption declaration. The attached Resolution authorizes submittal to HCD.

ALTERNATIVES:

The Council may deny this request and provide direction to staff.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year: FY 2024-25

Discussion:

Declaring the Property to be exempt surplus land will not result in any fiscal impact.

Attachments

A. Resolution No. 8677

B. Map of Parcel

C. Parcel Map and Legal Description of Property

RESOLUTION NO. 8677

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS PURSUANT TO GOVERNMENT CODE SECTION 54221 DECLARING THAT CERTAIN REAL PROPERTY (LOCATED AT/NEAR 304 9TH STREET, REDLANDS, CA 92373 COMPRISING APPROXIMATELY 2.38 ACRES OF APN 0169-321-03-0000) IS EXEMPT SURPLUS LAND, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Redlands (the "City") acquired property located at 304 9th Street, Redlands, CA 92373 comprising approximately 2.38 acres of APN 0169-321-03-0000, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the City is the fee simple owner of that Property.

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (the "Act") applies when a local agency disposes of "surplus land," which is defined in the Act as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use." (Government Code section 54221(b)(1).)

WHEREAS, the Act expressly does "not apply to the disposal of exempt surplus land." (Government Code section 54222.3.)

WHEREAS, under the Act, "exempt surplus land" includes land that a local agency is transferring to another local, state, or federal agency for the transferee agency's use. (Government Code section 54221(f)(1)(D).)

WHEREAS, under the Act, "local agency" means "every city, whether organized under general law or by charter, county, city and county, district, including school, sewer, water, utility, and local and regional park districts of any kind or class, joint powers authority, successor agency to a former redevelopment agency, housing authority, or other political subdivision of this state and any instrumentality thereof that is empowered to acquire and hold real property." (Government Code section 54221(a)(1).)

WHEREAS, the Act requires local agencies such as the City to declare certain real property they own as either "surplus land" or "exempt surplus land," as supported by written findings, prior to any disposition of the real property.

WHEREAS, the City desires to transfer the Property to Redlands Unified School District ("District"), which is a school district and a "local agency" under the Act, so that the District can use the Property for its purposes.

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

WHEREAS, the City Council has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

SECTION 2: The City Council hereby declares that the Property is exempt from the Act as exempt surplus land pursuant to Government Code section 54221(f)(1)(D), based on the findings contained in this Resolution for the Property, namely that the City intends to transfer the Property to the District, another local agency, so that the District can use the Property.

SECTION 3: This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). City staff has determined that the mere designation of the Property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution, in and of itself, does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Nothing in this Resolution commits the City to a particular course of action with respect to the proposed transfer of exempt surplus property.

SECTION 4: The City Manager or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 15th day of April, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of April, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

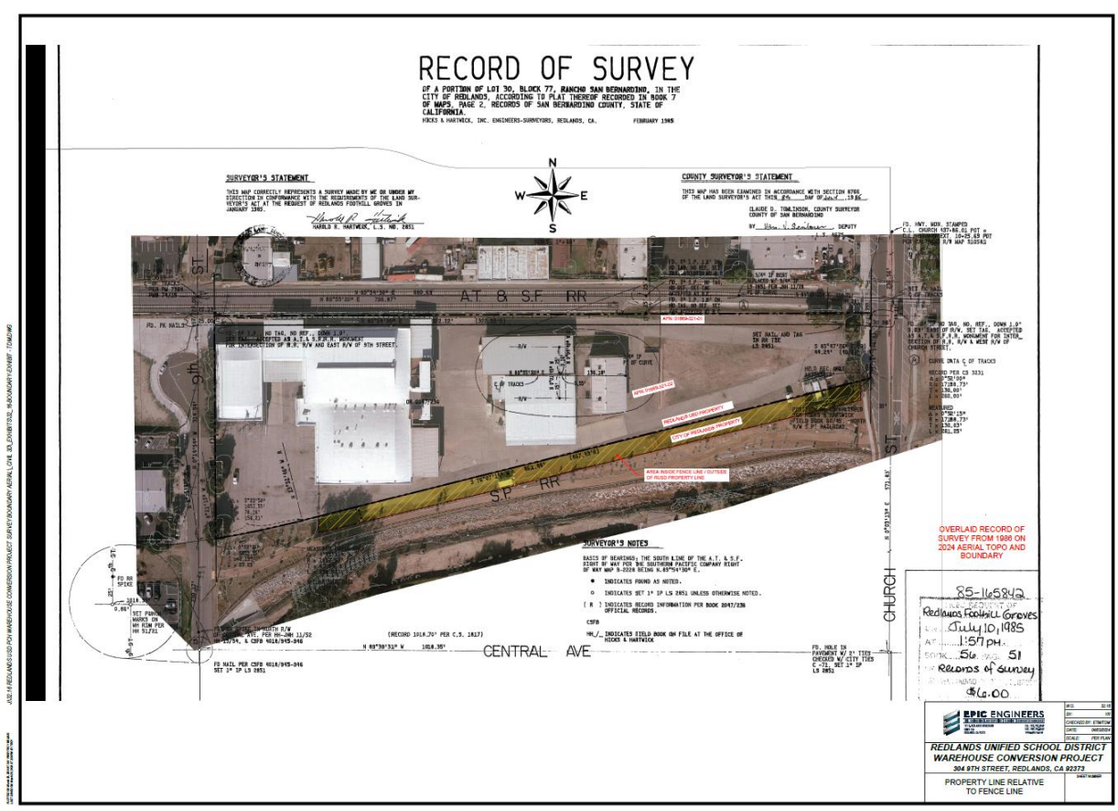
Description and Depiction of Property

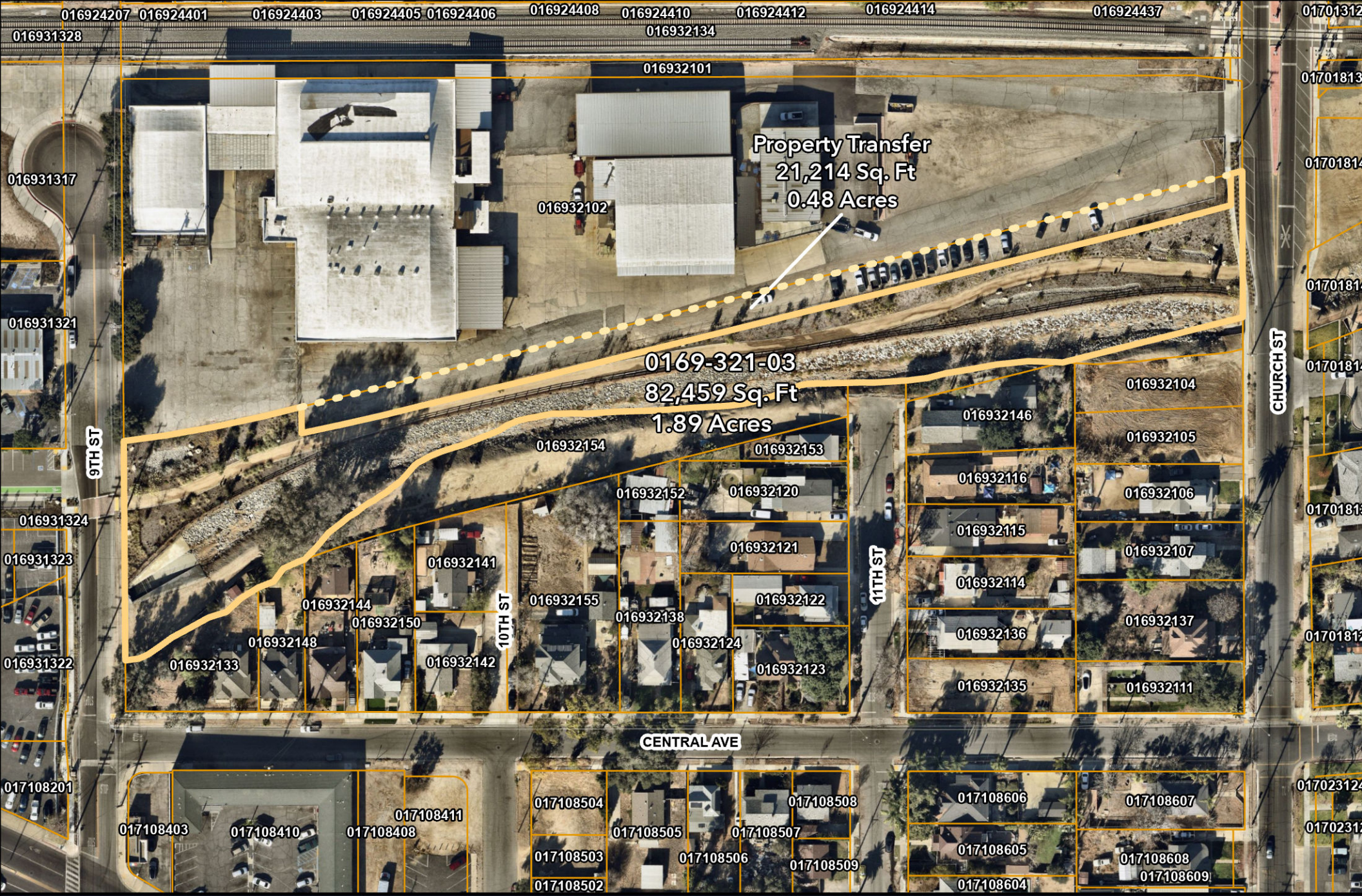
The Property consists of approximately 2.38 acres of APN 0169-321-03-0000, as depicted below.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 30, BLOCK 77 OF THE 80 ACRE SURVEY OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF MILL CREEK ZANJA WHICH IS 1,694 FEET SOUTH AND 9 FEET 3 INCHES EAST OF THE NORTHEAST CORNER OF SAID LOT 30; THENCE NORTH 300 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT-OF-WAY (FORMERLY SOUTHERN CALIFORNIA RAILWAY COMPANY); THENCE WEST ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY, 993 FEET TO NINTH STREET, AS SAID STREET IS SHOWN ON THE PLAT OF HANCOCK'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 15, PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXTENDED NORTHERLY; THENCE SOUTH ALONG SAID NINTH STREET TO THE CENTERLINE OF SAID MILL CREEK ZANJA IN SAID LOT 30; THENCE EASTERLY AND NORTHERLY ALONG SAID CENTERLINE OF MILL CREEK ZANJA TO THE POINT OF BEGINNING. EXCEPT THEREFROM ANY PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THAT PROPERTY CONVEYED TO REDLANDS FOOTHILL GROVES INCORPORATED, A CALIFORNIA CORPORATION, BY DEED RECORDED MAY 12, 1947 IN BOOK 2047, PAGE 236, OF OFFICIAL RECORDS. ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS MORE PARTICULARLY SET FORTH AND PROVIDED BY THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 30, 1987 AS INSTRUMENT NO. 87-350672, OF OFFICIAL RECORDS.





APN 0169-321-03 Parcel Adjusted

200-298 9th Street

Parcel boundaries

0 100 200

Feet

City of Redlands

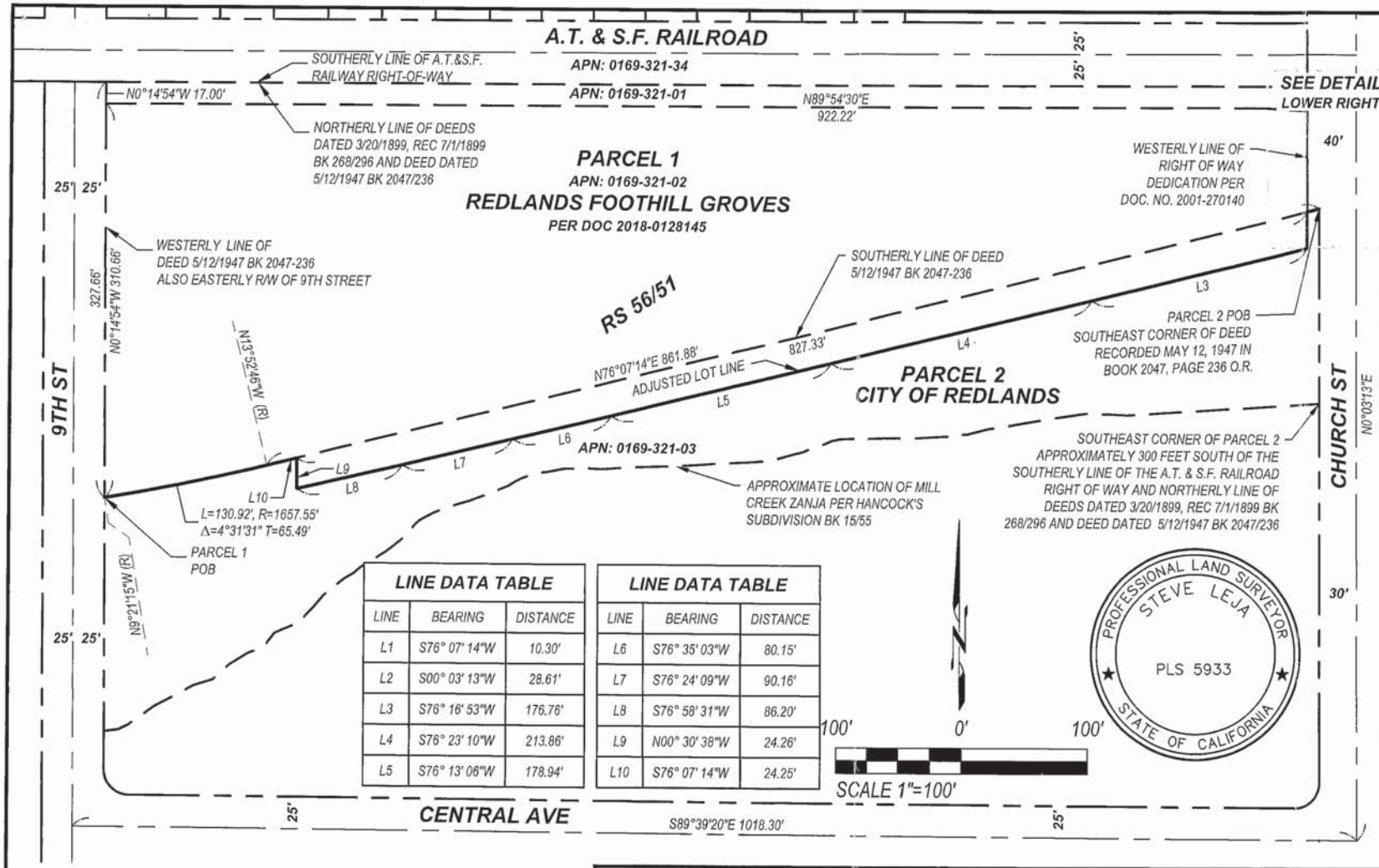
***Author:** Redlands GIS*

Date: 4/4/25

EXHIBIT "B"

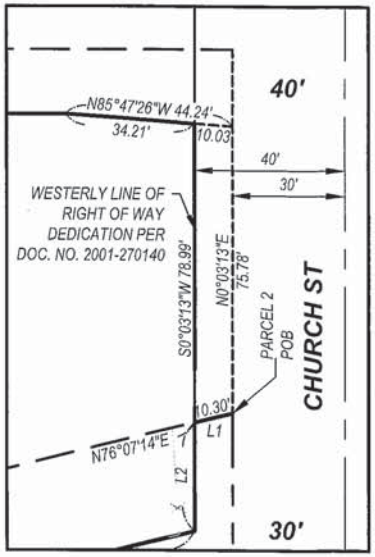
AFTER LOT LINE ADJUSTMENT 690 BETWEEN THE CITY OF REDLANDS AND REDLANDS USD

A PORTION OF LOT 30, BLOCK 77, RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S76° 07' 14"W	10.30'
L2	S00° 03' 13"W	28.61'
L3	S76° 16' 53"W	176.76'
L4	S76° 23' 10"W	213.86'
L5	S76° 13' 06"W	178.94'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L6	S76° 35' 03"W	80.15'
L7	S76° 24' 09"W	90.16'
L8	S76° 58' 31"W	86.20'
L9	N00° 30' 38"W	24.26'
L10	S76° 07' 14"W	24.25'



DETAIL
1"=40'

EPIC ENGINEERS
CIVIL ENGINEERING | LAND SURVEYING | PLANNING | STORMWATER MANAGEMENT
101 E. REDLANDS BOULEVARD, SUITE 146
REDLANDS, CA 92373
TEL : 909.792.5969
www.EpicRCE.com

EXIHBIT "B"

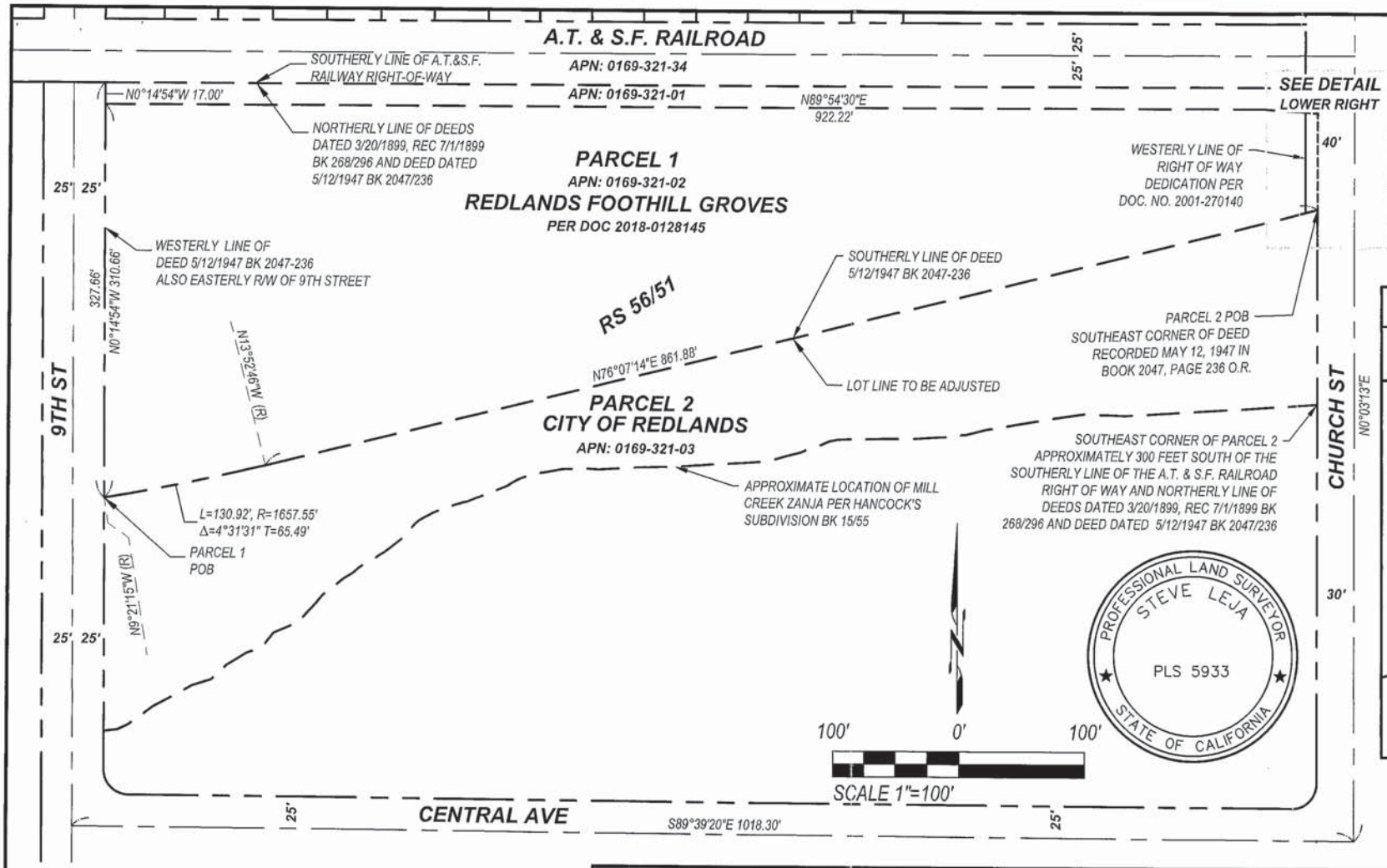
LOT LINE ADJUSTMENT BETWEEN THE CITY OF REDLANDS AND REDLANDS UNIFIED SCHOOL DISTRICT AFTER LLA 690

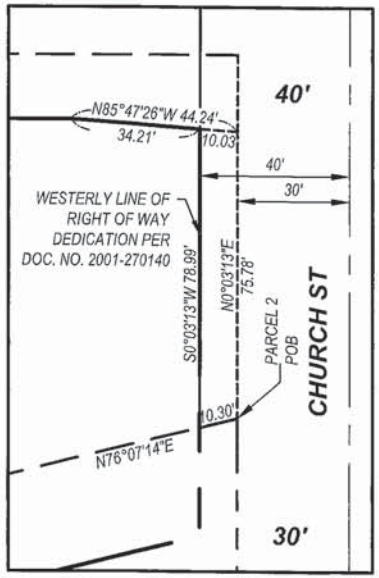
W.O.	32.16
BY:	TDM
CHECKED BY:	SAL
DATE:	2/24/2025
SCALE:	PER PLAN

EXHIBIT "B"

BEFORE LOT LINE ADJUSTMENT 690 BETWEEN THE CITY OF REDLANDS AND REDLANDS USD

A PORTION OF LOT 30, BLOCK 77, RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA





DETAIL
1"=40'

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101 E. REDLANDS BOULEVARD, SUITE 146
REDLANDS, CA 92373
TEL : 909.792.5969
www.EpicRCE.com

EXIHBIT "B"

LOT LINE ADJUSTMENT BETWEEN THE CITY OF REDLANDS AND REDLANDS UNIFIED SCHOOL DISTRICT BEFORE LLA 690

W.O.	32.16
BY:	TDM
CHECKED BY:	SAL
DATE:	2/24/2025
SCALE:	PER PLAN

EXHIBIT "A"
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT 690
PROPERTY TRANSFER BETWEEN
REDLANDS UNIFIED SCHOOL DISTRICT AND THE CITY OF REDLANDS

PARCEL 1: REDLANDS USD 0169-321-02 (BEFORE LLA)

ALL THAT PORTION OF LOT 30, BLOCK 77, RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, ACCORDING TO PLAT THEREOF RECORDED IN BOOK 7 OF PAGE 2, RECORDS OF SAID COUNTY, BEING A PORTION OF THE PROPERTY, THIRDLY DESCRIBED IN THAT CERTAIN INDENTURE, DATED MARCH 20, 1899, RECORDED IN BOOK 268, PAGE 296, OF DEEDS, AND A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN INDENTURE DATED JULY 17, 1893 RECORDED IN BOOK 183, PAGE 355, OF DEEDS, LYING BETWEEN NINTH STREET AND CHURCH STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE PROPERTY DESCRIBED IN SAID DEEDS DISTANT SOUTH, THEREON, 327.66 FEET FROM ITS INTERSECTION WITH THE NORTH LINE OF THE PROPERTY DESCRIBED IN DEED DATED MARCH 20, 1899:

THENCE NORTH 00° 14' 54" WEST, ALONG SAID WEST LINE 310.66 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHERLY 17.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE;

THENCE NORTH 89° 54' 30" EAST, ALONG SAID PARALLEL LINE 922.22 FEET;

THENCE SOUTH 85° 47' 26" EAST, 34.21 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CHURCH STREET PER DOCUMENT NUMBER 2001-270140;

THENCE SOUTH 0° 03' 13" WEST, ALONG SAID RIGHT-OF-WAY LINE 78.99 FEET;

THENCE SOUTH 76° 07' 14" WEST, 861.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1657.55 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 4° 31' 31", A DISTANCE OF 130.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.35 ACRES (189,748 SF), MORE OR LESS

PARCEL 2: CITY OF REDLANDS 0169-321-03 (BEFORE LLA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 30, BLOCK 77 OF THE 80 ACRE SURVEY OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF MILL CREEK ZANJA WHICH IS 1,694 FEET SOUTH AND 9 FEET 3 INCHES EAST OF THE NORTHEAST CORNER OF SAID LOT 30;

THENCE NORTH 300 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT-OF-WAY (FORMERLY SOUTHERN CALIFORNIA RAILWAY COMPANY);

THENCE WEST ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY, 993 FEET TO NINTH STREET, AS SAID STREET IS SHOWN ON THE PLAT OF HANCOCK'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 15, PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXTENDED NORTHERLY;

THENCE SOUTH ALONG SAID NINTH STREET TO THE CENTERLINE OF SAID MILL CREEK ZANJA IN SAID LOT 30;

THENCE EASTERLY AND NORTHERLY ALONG SAID CENTERLINE OF MILL CREEK ZANJA TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THAT PROPERTY CONVEYED TO REDLANDS FOOTHILL GROVES, A CALIFORNIA CORPORATION, BY DEED RECORDED MAY 12, 1947 IN BOOK 2047, PAGE 236, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS MORE PARTICULARLY SET FORTH AND PROVIDED BY THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 30, 1987 AS INSTRUMENT NO. 87-350672, OF OFFICIAL RECORDS.

CONTAINING 2.41 ACRES (105,170 SF), MORE OR LESS

PARCEL 1: REDLANDS USD 0169-321-02 (AFTER LLA)

ALL THAT PORTION OF LOT 30, BLOCK 77, RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, ACCORDING TO PLAT THEREOF RECORDED IN BOOK 7 OF PAGE 2, RECORDS OF SAID COUNTY, BEING A PORTION OF THE PROPERTY, THIRDLY DESCRIBED IN THAT CERTAIN INDENTURE, DATED MARCH 20, 1899, RECORDED IN BOOK 268, PAGE 296, OF DEEDS, AND A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN INDENTURE DATED JULY 17, 1893 RECORDED IN BOOK 183, PAGE 355, OF DEEDS, LYING BETWEEN NINTH STREET AND CHURCH STREET, DESCRIBED AS FOLLOWS:

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THENCE NORTH 00° 14' 54" WEST, ALONG SAID WEST LINE 310.66 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHERLY 17.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE;

THENCE NORTH 89° 54' 30" EAST, ALONG SAID PARALLEL LINE 922.22 FEET;

THENCE SOUTH 85° 47' 26" EAST, 34.21 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CHURCH STREET PER DOCUMENT NUMBER 2001-270140;

THENCE SOUTH 00° 03' 13" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 78.99 FEET;

THENCE SOUTH 00° 03' 13" WEST, 28.61 FEET;

THENCE SOUTH 76° 16' 53" WEST, 176.76 FEET;

THENCE SOUTH 76° 23" 10" WEST, 213.86 FEET;

THENCE SOUTH 76° 13' 06" WEST, 178.94 FEET;

THENCE SOUTH 76° 35' 03" WEST, 80.15 FEET;

THENCE SOUTH 76° 24' 09" WEST, 90.16 FEET;

THENCE SOUTH 76° 58' 31" WEST, 86.20 FEET;

THENCE NORTH 00° 30' 38" WEST, 24.26 FEET;

THENCE SOUTH 76° 07' 14" WEST, 24.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1657.55 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 4° 31' 31" A DISTANCE OF 130.92 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO ANY OBLIGATIONS OR COMMITMENTS WITHIN THAT CERTAIN DOCUMENT RECORDED APRIL 11, 2018, AS DOCUMENT NUMBER 2018-0128145.

CONTAINING 4.85 ACRES (211,457 SF), MORE OR LESS

PARCEL 2: CITY OF REDLANDS 0169-321-03 (AFTER LLA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 30, BLOCK 77 OF THE 80 ACRE SURVEY OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF MILL CREEK ZANJA WHICH IS 1,694 FEET SOUTH AND 9 FEET 3 INCHES EAST OF THE NORTHEAST CORNER OF SAID LOT 30;

THENCE NORTH 300 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT-OF-WAY (FORMERLY SOUTHERN CALIFORNIA RAILWAY COMPANY);

THENCE WEST ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY, 993 FEET TO NINTH STREET, AS SAID STREET IS SHOWN ON THE PLAT OF HANCOCK'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 15, PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXTENDED NORTHERLY;

THENCE SOUTH ALONG SAID NINTH STREET TO THE CENTERLINE OF SAID MILL CREEK ZANJA IN SAID LOT 30;

THENCE EASTERLY AND NORTHERLY ALONG SAID CENTERLINE OF MILL CREEK ZANJA TO THE **POINT OF BEGINNING**.

EXCEPT THEREFROM ANY PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THAT PROPERTY CONVEYED TO REDLANDS FOOTHILL GROVES, A CALIFORNIA CORPORATION, BY DEED RECORDED MAY 12, 1947 IN BOOK 2047, PAGE 236, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PROPERTY CONVEYED TO REDLANDS FOOTHILL GROVES, A CALIFORNIA CORPORATION;

THENCE SOUTH 76° 07' 14" WEST, 10.30 FEET;

THENCE SOUTH 00° 03' 13" WEST, 28.61 FEET;

THENCE SOUTH 76° 16' 53" WEST, 176.76 FEET;

THENCE SOUTH 76° 23" 10" WEST, 213.86 FEET;

THENCE SOUTH 76° 13' 06" WEST, 178.94 FEET;

THENCE SOUTH 76° 35' 03" WEST, 80.15 FEET;

THENCE SOUTH 76° 24' 09" WEST, 90.16 FEET;

THENCE SOUTH 76° 58' 31" WEST, 86.20 FEET;

THENCE NORTH 00° 30' 38" WEST, 24.26 FEET;

THENCE SOUTH 76° 07' 14" WEST, 24.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1657.55 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 4° 31' 31", A DISTANCE OF 130.92 FEET TO THE EASTERLY RIGHT OF WAY OF NINTH STREET.

ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS MORE PARTICULARLY SET FORTH AND PROVIDED BY THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 30, 1987 AS INSTRUMENT NO. 87-350672, OF OFFICIAL RECORDS.

CONTAINING 1.92 ACRES (83,461 SF), MORE OR LESS

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

PREPARED UNDER THE SUPERVISION OF:

_____

STEVE A LEJA
PROFESSIONAL LAND SURVEYOR NO 5933

City Council Meeting **K. 5.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No.8679 approving the City of Redlands Personnel Rules and Regulations (Human Resources/Risk Management Director Meteau)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve Resolution No. 8679.

RECOMMENDATION:

Staff recommends Council approve Resolution No. 8679 approving the revised City of Redlands Personnel Rules and Regulations which will become effective April 15, 2025, and rescind resolution No. 8200.

DISCUSSION:

The Personnel Rules and Regulations will be reviewed and updated when changes in policies are needed to ensure compliance and/or when business changes warrant review. The City's Personnel Rules and Regulations were last revised in September 2021. Since that time, changes to labor laws have required updates to ensure compliance and address the evolving needs of the workplace. It is essential that our policies remain up to date, providing clear guidance to employees and management while ensuring alignment with best practices and legal standards.

The Human Resources Department has conducted a review of the existing rules and implemented revisions to align with current laws, clarify workplace expectations, improve procedural efficiency, and enhance overall clarity in personnel matters.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Robert Meteau Jr., Human Resources/Risk Management Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Yvette Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Kisha McDonald, Human Resources Manager

Fiscal Impact

Discussion:
No fiscal impact.

Attachments

PRR Redline
Resolution No. 8679
PRR Clean Copy

CITY OF REDLANDS

PERSONNEL RULES AND REGULATIONS

~~SEPTEMBER, 20241~~APRIL, 2025

Adopted by Resolution of the City Council on: ~~September~~ April XX, ~~20241~~2025

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City of Redlands. Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive, interfere with MOU's or to cover every situation that may arise. If a departmental standard operating procedure (SOP) is ever in conflict with the Personnel Rules and Regulations, the Personnel Rules and Regulations will apply. These policies may be amended at any time and will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the City Council.

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I. INTRODUCTION

A. ADOPTION OF PERSONNEL SYSTEM

In order to establish a uniform procedure for dealing with personnel matters, the personnel system set forth in these Rules and Regulations (hereinafter "Rules") is hereby adopted. These Rules supersede any prior rules and regulations and may be changed only upon approval of the City Council.

Where an applicable Memorandum of Understanding between the City and a recognized employee organization contains provisions that are inconsistent with those contained in these Rules, the language contained in the Memorandum of Understanding will govern. In the event of an emergency, any part or all of these Rules and Regulations may be suspended by order of the City Manager and such suspension shall remain in effect until the City Manager's order is withdrawn.

B. EQUAL OPPORTUNITY EMPLOYMENT

This Equal Employment Opportunity policy applies to all applicants, volunteers, and employees without exception. The City will not discriminate against qualified employees or applicants for employment on the basis of actual or perceived age, color, disability, ethnicity, family or marital status, sex (including pregnancy), gender identity, or sexual orientation, genetic information, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, any combination of protected characteristics, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. The City will afford equal employment ~~opportunity~~opportunities ~~to~~ for all qualified applicants or employees with respect to compensation and all terms and conditions of employment, including hiring, training, promotion, transfer, discipline, and termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the City's policy should report this experience immediately to their supervisor or the ~~Office~~ Division of

Human Resources. The City will promptly investigate the report under the Complaint Procedure for Discrimination, Harassment and Retaliation at Rule VI. Section E., of these Rules. Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

C. APPLICABILITY OF RULES

The provisions of these Rules shall apply to all offices, positions and employees in the competitive service of the City, except as otherwise indicated within a specific provision of these Rules.
With the exception of the City's EEO policy at Rule I. Section B., Complaint Procedure at Rule VI. Section E., Reasonable Accommodation Policy at Rule VI. Section H., or as otherwise stated, these Rules do not apply to the following offices and positions outside the competitive service:

- Elected Officers
- Members of appointed boards, commissions and committees;
- Persons engaged under contract to supply expert, professional, or technical services for a definite period of time;
- Volunteer personnel;
- City Manager;
- City Attorney;
- Department Directors
- Part Time Employees
- Hourly Employees

D. DEFINITION OF TERMS

Words and terms used in these Rules and in any ordinance or resolution dealing with these Rules and any other personnel policies or procedures are defined in the Rule to which they apply or as follows:

- "Actual hours worked" means all hours in which the employee actually performed work and does not include any paid or unpaid leave time (excluding jury duty), including but not limited to vacation and sick leave.
- "Advancement" means a salary increase within the limits of the pay range established for classifications provided by resolution.
- "Appointing Authority" means~~:~~ the City Manager or the City Manager's designee.
- "Appointment" means the employment of a person in a position.
- "At-will employee" means an employee that can be dismissed without just cause and without warning.
- "Base salary" means the salary range and step established in the Compensation Plan, exclusive of any overtime, shift-differential, incentive or other excludable pay an employee may receive.
- "Classification" means a group of positions substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and the application of common standards of selection and compensation.
- "Classification plan" means the designation by resolution of the City Council of a title for each classification together with the specifications for each classification as prepared and maintained by the ~~Office~~ Division of Human Resources.
- "Compensatory time off" means paid time off from work in lieu of overtime pay.

- “Competitive service” means employment in all positions in the City service except those specifically excluded by the Rules.
- "Day" means calendar day unless otherwise noted.
- "Demotion" means the voluntary or involuntary reduction of an employee from a position in one classification to a position in a lower classification.
- "Discharge" means the involuntary separation of an employee from the City service.
- “Eligibility list” means a list of names of persons who have successfully completed the examination process for a position in the competitive service, pursuant to Rule II (Classification Plan and Selection Process).
- “FLSA” stands for the Fair Labor Standards Act.
- “FLSA-exempt” refers to all employees who meet one or more of the duties test exemptions from overtime under the FLSA (e.g. executive, administrative, professional) and who is paid on a salary basis, as defined below.
- "Full-time position" means employment in which the employee normally works at least forty (40) hours per week. Employees working less than forty (40) hours per week in a job share of a full-time position will receive pro-rated benefits.
- “Hourly basis” means compensation paid according to the number of hours that employee actually works.
- "Hourly position" means employment in which the employee normally works less than 40 hours per week or no more than one thousand (1,000) hours per fiscal year.
- “Interim Appointment” means the appointment of an employee or individual to a classification in the City service on an interim basis.
- "Lay-off" means the termination of an employee from City service for reasons of economy, efficiency, or other non-disciplinary ~~reason~~reasons, pursuant to Rule IV.D. (Lay-Offs) of these Rules.
- “Limited-Term Employee” means an employee that is not part of any bargaining unit, has a limited appointment, and is an at-will employee. All limited term employees must have City Council approval before being hired. Limited-Term employees may or may not be listed on the salary resolution. Limited-term employees are not guaranteed benefits, but benefits may be awarded on a case-by-case basis. Limited term employees should only be hired for short-term (less than 2 years) project-based work.
- “Merit salary increase” means the performance-based advancement of an employee's salary to a higher salary level within the established salary range for the employee's classification.
- “Non-exempt” refers to employees who are entitled to FLSA overtime, regardless of whether paid on a salary or hourly basis. Non-exempt does not include employees performing exempt duties on a primary basis under a temporary or acting appointment to an exempt-designated position.
- “Overtime” means all actual hours worked by a non-exempt employee in excess of forty (40) hours in the employee’s designated workweek, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible work schedule, or as designated under the FLSA.
- “Position” means a combination of duties and responsibilities assigned to a single employee and performed on either a full-time or part-time basis.

- "Probationary appointment" means employment for a working test period that is part of the selection process, during which a new or promoted employee is required to demonstrate satisfactory or better performance of the position's duties.
- "Promotional appointment" means the advancement of an employee from a position in one classification to a position in a higher classification.
- "Reclassification" means the reassignment of a position to another classification due to the material change of the job duties of a position, pursuant to Rule II.A. (Classification Plan) of these Rules.
- "Regular appointment" means the employment of a person in an authorized full-time position following successful completion of a probationary period in a full-time authorized position.
- "Rejection" means the discharge from the competitive service of an employee who has not successfully completed the initial probationary period.
- "Reinstatement" means the reappointment of an employee to a position in the same or a comparable classification within twelve (12) months of ~~his/her~~their separation in "good standing" pursuant to Rule IV.G. (Reinstatement) of these Rules.
- "Resignation" means the voluntary separation of an employee from the City service.
- "Safety sensitive" means a position or duty of a position that the City has designated as "safety sensitive" for purposes of implementing its Drug and Alcohol policy at Rule VI.H. of these Rules.
- "Salary basis" means compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work actually performed, except as required by the City's principles of public accountability for partial-day absences, or as otherwise set forth by FLSA.
- "Salary evaluation date" means the date on which a probationary or regular employee's performance is evaluated and the date upon which the employee is eligible, on the basis of job performance for a prescribed period, for a merit salary increase within the established salary range.
- "Seniority" means the employee's number of continuous years in competitive service from the employee's service anniversary date. Seniority in classification means the number of continuous years of service in the present or higher classification.
- "Separation" means the voluntary or involuntary termination of employment from City service.
- "Service anniversary date" means the original date of hire as a full-time employee for purposes of accruing benefits and determining years of service with the City.
- "Supervisor" may include coordinator, supervisor, manager, or director.
- "Suspension" means the temporary separation without pay of an employee from the competitive service for disciplinary purposes.
- "Temporary appointment" means an appointment to a regular position for a period of no more than six (6) months, unless extended, in writing, by the City Manager.
- "Transfer" means the reassignment of an employee from one position to another position in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.
- "Workweek" means, for purposes of overtime determination, a consecutive, seven-day period that begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible work

schedule, or as designated under the FLSA for safety employees. For employees working a 9/80 work schedule, their designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of the employee's ~~eight hour~~eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- "Y-Rated" means the employee's existing salary is frozen until adjustments to the employee's salary ~~causes~~cause it to fall within the new salary range.

E. ASSISTANT CITY MANAGER

The City Manager shall appoint the Assistant City Manager. The City Manager may delegate to the Assistant City Manager any of the powers and duties conferred upon him/her under these or other City rules, regulations, resolutions or ordinances. The Assistant City Manager, or ~~his/her~~their designee, shall be responsible for administration of these Personnel Rules.

II. CLASSIFICATION PLAN AND SELECTION PROCESS

A. CLASSIFICATION PLAN

1. Implementation of the Classification Plan

The ~~Office~~ Division of Human Resources, after consultation with directors of affected departments shall recommend a classification plan for all classifications in the competitive service that includes but is not limited to the following for each classification:

a. the classification title;
b. a description of typical duties and responsibilities;
c. the functions of the classification;
d. a statement of the desirable training, experience and other qualifications of applicants for the classification; and
e. whether the classification or any of its duties are safety-sensitive.

The ~~Office~~ Division of Human Resources shall ensure that all positions within the same classification are substantially similar with respect to duties, authority, character of work, and schedules of compensation.

2. Periodic Updates

From time to time, and not less than once every two years, the ~~Office~~ Division of Human Resources will review the classification plan to ensure that it is accurate and make amendments to reclassify or add positions or classifications or to make other changes as necessary or appropriate.

Commented [YA1]: HR is a department or a division?

3. Adoption by City Council

The classification plan or any amendment thereto will become effective only upon adoption by resolution of the City Council. Upon adoption the classification plan or any amendment will take immediate effect.

4. Assignment of Classifications to Bargaining Units

Assignment of classifications to employee units of representation will be at the sole discretion of the City Manager and in accordance with the Employer-Employee Relations Resolution.

B. NEW POSITIONS AND VACANCIES

New positions and permanent vacancies of regular positions in the competitive service may be filled by internal recruitments, appointments, interim appointments, promotions, reinstatement, transfer, demotion, or from an eligibility or promotional list, as deemed appropriate within the discretion of the ~~Office~~ Division of Human Resources.

C. JOB ANNOUNCEMENTS

Positions to be filled in the competitive service will be publicized electronically on the City Website. The position may be advertised on additional sites and publications as deemed appropriate by the ~~Office~~ Division of Human Resources and the Department Director. When distribution of a job announcement would detrimentally delay the filling of a position the City, in its sole discretion, may instead opt to fill the position temporarily from immediately available sources. In the event a job announcement is distributed, it will specify the following:

- Title and pay range of the classification for which the examination is announced;
- Nature of the work performed
- Desired skills and experience;
- Dates, time, place and manner of taking applications;
- Closing date for receiving applications;
- Minimum requirements for the position; and
- Other pertinent information in the discretion of the City.

D. APPLICATIONS

Applications are accepted electronically through an online applicant tracking system.

E. DISQUALIFICATION

The ~~Office~~ Division of Human Resources may reject any application for a position in the competitive service for reasons including, but not limited to, the following:

- The applicant did not properly complete the application;
- The application indicates on its face that the applicant does not possess the minimum qualifications for the position;
- The applicant is unable to perform the essential functions of the position sought, with or without reasonable accommodations;
- The applicant is currently using illegal drugs;
- The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying;
- The applicant is not legally permitted to work within the United States;
- The applicant has made a false statement of any material fact or practiced or attempted to practice deception or fraud in making application for employment; or

- For any material cause which in the judgment of the Assistant City Manager or ~~his/her~~their designee would render the applicant unsuitable for the position, including a prior resignation from City service, termination from City service, or significant disciplinary action.

The ~~Office~~ Division of Human Resources will notify candidates of the status of their application.

F. SUBJECT AND METHODS OF RECRUITMENT AND SELECTION

The ~~Office~~ Division of Human Resources, in consultation with the Department Director, will determine the process, manner, methods, applicant pool, and examinations that shall be given for all recruitments. All examinations and background checks will be job-related and consistent with a business necessity.

Examinations shall be competitive and may consist of written tests, oral tests, performance tests, evaluations of prior training and performance, experience and education, interviews, style assessments, file review, or any combination thereof.

All positions require a background check. In the case of employees handling money or other valuables in the course of their duties, a credit check may be done in accordance with the provisions of the Fair Credit Reporting Act (FCRA), Government Code Section 3308 and/or Labor Code Section 1024.5.

G. QUALIFYING GRADE AND RATING EXAMINATIONS

In all examinations the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

H. ELIGIBILITY LISTS

Eligibility lists will be established and certified by the ~~Office~~ Division of Human Resources or ~~his/her~~their designee following all applicable examinations. The eligibility list will consist of names of applicants with composite scores of at least seventy (70) percent.

When a vacancy exists for a position that has a current eligibility list, the Office of Human Resources will forward the eligible candidates to the hiring manager for consideration. Eligibility lists shall be valid and in effect for a period of one year. An eligibility list may be extended upon the recommendation of the Department Director and by action of the ~~Office~~ Division of Human Resources for additional six month periods, but in no event shall a list remain in effect for more than two years.

The ~~Office~~ Division of Human Resources may declare a list invalid and announce a new recruitment and examination period. In the alternative, the ~~Office~~ Division of Human Resources may make a temporary appointment until eligible candidates can be certified after appropriate examination.

I. REMOVAL OF NAMES FROM ELIGIBILITY LIST

Names may be removed from an eligibility list for any of the following reasons:

- If an eligible candidate requests orally or in writing that ~~his/her~~their name be removed;
- If an eligible candidate fails to accept an offer of employment within ten (10) days following the forwarding of such offer;

- If an eligible candidate on a promotional list resigns from the service;
- If an eligible candidate is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;
- If a person on the eligibility list leaves no forwarding address; or
- Other lawful reasons.

J. NOTIFICATION OF RESULTS

Every applicant taking part in the examination process shall be given written notice of their results. Any claim of error in rating or grading, must be submitted to the ~~Office~~ Division of Human Resources no later than ten (10) days after the date of notification, to be considered for correction. Applicants shall be ~~provided~~provided with timely access to all information reasonably necessary to determine if an error in rating or grading has occurred.

K. NEPOTISM AND FRATERNIZATION POLICY

The purpose of this policy is to establish the nepotism and fraternization policy for the City of Redlands. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace and promote safety, security, effective supervision and morale.

The following definitions apply under this policy.

(a) A "romantic and/or sexual relationship" exists when two City employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation.

(b) "Dating" exists when two City employees engage in one or more social meetings under circumstances that may lead to exchange of personal affection, and sexual or physical intimacy.

(c) "Cohabitation" applies to those employees who live together in a romantic relationship without being married to one another.

(d) A "significant other" means an individual in a relationship between an employee of the City and another individual as defined herein in (a), (b), (c) and/or (d) and elsewhere in this policy.

1. Fraternization

- *Romantic Relationships Between Supervisors and Subordinate Employees Are Prohibited.* Public trust, safety and City morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a romantic or sexual relationship with other City employees. In order to promote efficient operation of the City and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender-based discrimination, romantic and/or sexual relations

between supervisors and subordinate employees are prohibited unless specifically permitted under this policy.

- *Romantic Relationships Between Co-Employees*
  Romantic and/or sexual relationships between co-employees may be prohibited should the City Manager or ~~his/her~~their designee determine that the circumstances potentially create an adverse impact on supervision, safety, security, or morale, or a conflict of interest.

2. Enforcement

The City reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this policy. If the City determines that a proscribed relationship (as defined by this policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

The City retains the right to refuse to place employees engaged in relationships prohibited by this policy in the same department where the City has determined that the circumstances potentially create an adverse impact on supervision, safety, security, morale or conflict of interest.

In order to implement such policies, and where the above circumstances exist and mandate that employees shall not work in a prohibited relationship, the City will attempt to transfer one party in the proscribed relationship to a similar classified position in another City Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position. Although the wishes of the ~~involved parties~~parties involved as to which individual will be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, applicable due process procedures shall be applied.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which an employee in a proscribed relationship can be transferred, that employee may continue to be employed within the same City department subject to approval by the Department Director and the City Manager or ~~his/her~~their designee. However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise, becoming involved in a work environment that potentially creates an adverse impact on supervision, safety, security or morale or a conflict of interest.

If continuing employment of employees in a relationship prohibited by this policy cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one of the parties from City

employment. Absent resignation by one affected employee, the less senior, in terms of overall City service, of the ~~involved employees~~employees involved shall be subject to separation. In the event of separation, applicable due process procedures shall be applied.

The provisions of this fraternization policy are not applicable to individuals married and employed by the City on or before the effective date of the initial adoption of this policy in their current state of marriage. As such, a change in marital status/cohabitation, etc. of any current employee, will result in the applicability of this policy. Furthermore, those employees are subject to any and all employment-related actions by the City, that are permissible pursuant to existing City policies and procedures to address conduct that is negatively impacting the work environment.

3. Nepotism

The City regulates the employment of relatives as that term is defined herein, so as to avoid potential conflicts of interest and to promote safety, security, efficiency and morale. The purpose of this section is to define those specific circumstances and to delineate the manner in which such employment issues will be addressed.

For purposes of this policy, "relative" means spouse, domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, in-laws of those enumerated by marriage or domestic partnership, legal guardian, significant other as defined herein, and/or any other individual related by blood or marriage living in the same household as the City employee.

An employee is defined as any person who receives a City payroll check for services, full or part time, rendered by the City of Redlands.

As of the effective date of the initial adoption of this policy, City employees who are relatives (as defined herein) shall not be affected in their current position except when the City Manager or ~~his/her~~their designee in consultation with the Department Director determines that the circumstances potentially create an adverse impact on supervision, safety, security or morale or a conflict of interest.

A business purpose exists and dictates that a prohibition on employment of relatives within City departments is essential to safety and efficiency when such employment results in any of the following:

- a supervisor-subordinate relationship;
- employment of relatives in the same department;
- the employees having job duties, which authorize performance of shared duties on the same or related work assignment;
- both employees being under the jurisdiction of the same immediate supervisor; or
- an adverse impact on supervision, safety, security, morale, or conflict of interest.

4. Effect of Post-Employment Marriage or Creation of Other "Relative" Status

In determining rules and regulations governing the employment of City employees who become relatives, as defined herein, after commencement of City employment, the City is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same authorize restrictions being placed upon married City employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, section 11057 Government Code section 12940(a)(3)).

Recognizing the principles stated above, the City determines that "marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a "spouse" is defined as a partner in marriage.

The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse where the City determines that there is a potential to create an adverse impact on supervision, safety, security, morale, or a conflict of interest.

The City retains the right to refuse to place spouses or other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security, morale or involves potential conflicts of interest. In order to implement these policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to do any of the following: attempt to redefine the job responsibilities of the related employees within the Department to minimize the conflict, if the redefinition of job status is not feasible, attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the parties involved as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive and efficient operation of the City. If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the City may be discharged by the City Manager. Married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the City Manager or ~~his/her~~their designee. However, any such

continuing employment is predicated upon both spouses or other similarly situated relative as defined in this policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved in a work environment that has the potential for adverse impact on supervision, safety, security, morale, or a conflict of interest.

It is the duty of all involved employees who are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists in which the involved employee may be in violation of this policy. The City reserves the right to reasonably investigate the situation and determine whether the employee has violated this policy.

III. APPOINTMENTS

A. OFFERS OF APPOINTMENT

The City Manager or ~~his/her~~their designee shall effect an appointment by extending a conditional offer of appointment to an applicant. If the applicant accepts the offer of appointment, the appointment shall be deemed complete, subject to a medical examination as set out in Rule III.B. If the applicant does not accept the offer of appointment within the time period designated by the ~~Office~~ Division of Human Resources, the offer will expire and the offer of appointment shall be deemed to have been declined by applicant.

B. PRE-EMPLOYMENT MEDICAL EXAMINATIONS

All offers for appointment to a position in the competitive service will be contingent upon the appointee passing a medical and/or psychological examination and testing to determine whether the appointee can perform the essential functions of the job, with or without reasonable accommodation. Such pre-employment medical examinations shall also include ~~an illegal~~illegal drug screening in accordance with the provisions of California Government Code Section 12954. If the examination reveals that the appointee cannot perform the essential functions of the job, with or without reasonable accommodations, or that the person uses illegal drugs, the person may be disqualified from consideration for employment.

C. PROBATIONARY APPOINTMENTS

All original and promotional appointments shall be tentative and subject to successful completion of a probationary period of not less than one year of actual and continuous service. The probationary period for safety employees (sworn police and fire personnel) shall not be less than one year of actual and continuous service after completion of safety academy training. The probationary period will be automatically extended for all approved unpaid leaves of absence of thirty (30) days or more taken during the period for the time equivalent to the length of the leave of absence. The probationary period may be extended for time periods in which an employee is placed on modified or light duty.
The probationary period shall be part of the testing process and shall be utilized for observing the employee's work. Probationary employees are at-will employees who do not have property or vested rights in their positions with the City.

During the probationary period, an employee may be rejected at any time without cause and without right of appeal, or grievance or hearing.

~~Only if~~If the service of the probationary employee has been satisfactory to the Department Director, the appointing authority, prior to expiration of the probationary period, shall submit a satisfactory performance evaluation to the ~~Office~~ Division of Human Resources. Upon consultation with the ~~Office of~~ Division of Human Resources, the Department Director may also opt to extend an employee's probationary period by a maximum period of six (6) months past the end of the initial probationary period. The Department Director recommending an extension must file ~~his/her~~their recommendation in writing with the ~~Office~~ Division of Human Resources prior to expiration of the probationary period. The Department Director will notify an employee of either recommendation prior to the expiration of ~~his/her~~their probationary period.
An employee shall be granted ~~permanent~~ regular status unless he/she is notified in writing of an extension of probation or rejection prior to the end of probation.

D. REGULAR APPOINTMENTS

Following successful completion of a probationary period in a full-time authorized position, an employee shall be classified as a regular appointee.

E. TEMPORARY APPOINTMENTS

When the service demands of the City are such that an open competitive recruitment process is not practical and/or in the absence of an eligibility list, the appointing authority may make a temporary appointment. All temporary appointments are subject to the following requirements:

- Any person appointed to temporary status must meet the minimum qualifications for the position to which he/she is being appointed.
- No temporary appointment may exceed a period of 960 hours.
- Temporary appointees will be compensated at the hourly equivalent of the salary range assigned to a regular employee in the same classification. Temporary employees who are regular City employees at the time of temporary appointment continue to accrue leave time and any additional benefits in accordance with their regular assignment. However, temporary appointees who are new City employees at the time of temporary appointment will not accrue leave time or any additional benefits except those required by law, i.e. workers' compensation and Social Security, and are also not eligible for salary increases.
- Prior to being appointed to regular status, a temporary appointee shall successfully complete the competitive recruitment process, if any.

F. INTERIM APPOINTMENTS

Whenever the needs of the City require, due to the vacancy or extended illness of a member of the management or director group, or other extenuating circumstances, the ~~Office~~ Division of Human Resources may appoint on an interim basis, a regular employee from the lower classification to perform the duties of the vacant higher position. The affected Department Director shall indicate in writing to

the ~~Office~~ Division of Human Resources the need for the interim appointment and any recommended employee(s) to serve in the appointment.

An employee appointed to an interim assignment does not have due process rights. The City Manager, in ~~his/her~~their sole discretion, may terminate the assignment at any time without any due process.

To be eligible for an interim appointment, the appointee must possess the minimum qualifications of the higher classification in the judgment of the ~~Office~~ Division of Human Resources and as recommended by the affected Department Director.

The employee assigned to perform the duties of a higher classification, shall not serve for more than 960 hours in a higher classification that is vacant without the position subject to the announcement and selection process set forth in Rule II.

If the person is subsequently promoted from interim capacity into the same position in a regular capacity, the period of time of service in the interim capacity may be credited to the required period of probation for regular appointment.

G. PROMOTIONAL APPOINTMENTS

Promotional appointees are subject to the same application and probationary employment requirements as all other regular applicants. In the event that a promotional appointee does not pass probation, the ~~Office~~ Division of Human Resources, in consultation with the Department Director, may return the employee to ~~his/her~~their previous position or another position in the same classification or lower classification for which he/she is qualified. Reinstatement to another position is not guaranteed. The employee does not have property interest in the previous position and waives the right to be reinstated upon acceptance of a promotional appointment. The employee shall not serve a new probationary period in a lower classification.

The effective date of a promotional appointment shall determine the employee's new performance evaluation date. Promoted employees shall be evaluated after six (6) months' service and shall be evaluated annually thereafter.

H. EMERGENCY APPOINTMENTS

To meet the immediate requirement of an emergency condition, such as major fire, flood, earthquake, or other public calamity that threatens public life or property, a Department Director, in consultation with the ~~Office~~ Division of Human Resources, may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance, these Rules, or other rules and regulation affecting appointments. As soon as possible, such appointments shall be reported to the City Manager. Such employees serve at the will of the City Manager and may be dismissed without cause and without any right of appeal, grievance or hearing.

I.LIMITED-TERM APPOINTMENTS

To meet the immediate emergency need or the immediate project-based staffing need, Department Directors may request to fill a limited-term appointment. Upon approval of the Human Resources Director and the City Manager, the requesting Department Director should request permission to fill a limited-term appointment through City Council action. Limited-term appointments should be allowed for no more than two years from the date of council approval. Approval to hire and recruit a limited-

term employees is provided through Council action and limited-term employees may or may not be listed on the Salary Resolution.

Limited-term employees are at-will employees and are not subject to the personnel rules and regulations and are not a member of a recognized City bargaining group. Benefit eligibility will be determined by the number of hours per week that the limited-term employee works, and any benefit-eligible, limited term employee will be notified of their eligibility of benefits in writing at the time of hire. Limited-term employee's employment can be ended without reason or notice at any time.

IV. CHANGES TO POSITIONS

A.TRANSFERS

An employee must be in his or her position for a minimum of 6 months before he or she may request a transfer. A transfer means the reassignment of an employee from one position to another position in the same classification or another classification having the same salary range, involving the performance of basically the same or similar duties, and requiring substantially the same minimum qualifications. The employee must make a written request to the Department Director for consideration and the position to which the transfer is requested must be vacant. The employee's current Department Director may deny the transfer request in ~~his/her~~their sole discretion. A transfer may be granted only on the approval of any affected Department Director, in consultation with the ~~Office~~ Division of Human Resources.
If an employee voluntarily transfers to another position in the same or comparable classification and is not successful, the ~~Office~~ Division of Human Resources, in consultation with the affected Department Director, may return the employee to ~~his/her~~their former position. There is no guarantee of placement back into the previous position or to another position. The employee does not have property interest in the previous position and waives the right to be reinstated upon acceptance of a transfer.
The employee's salary evaluation date shall remain the same as it was before the transfer.

Based on the needs of each department, the City reserves the right to transfer employees to other positions in the same classification or comparable classification to maintain efficient and productive workflows.

B. RECLASSIFICATION

Should the ~~Office~~ Division of Human Resources determine that the job duties of a position in the competitive service have materially changed at the direction of the City, and not because the employee voluntarily assumed or declined duties, the ~~Office~~ Division of Human Resources, in its discretion, may reassign the position to another classification.

Upon receipt of the request for reclassification, the ~~Office~~ Division of Human Resources will review the request and determine if a classification study is warranted. The following criteria are generally applied in determining whether or not reclassification is warranted:

- Clear evidence of working out of classification on a full-time basis for a minimum of nine months;
- The change in duties performed or the knowledge, skills, and abilities required must be clearly above the highest level required in the employee's current classification;
- The change in duties must not be temporary or transitional;
- The Department Director or designee must have assigned the change in duties;
- The employee must meet the minimum qualifications of the higher-level position including any required licenses/certificates, experience, and educational requirements;
- An assignment of additional duties that are similar in scope to those duties already within the classification would not constitute a reclassification;
- Workload issues are not indicative of a reclassification;
- The personal qualities or performance of an employee occupying a position shall not be a criterion for reclassification.

In the case of an upward reclassification, an employee may be reclassified without competitive exam if the ~~Office~~ Division of Human Resources determines that the employee has met the minimum qualifications of the new classification and has performed the duties of the reclassified position for a minimum period of nine (9) months and is expected to continue performing the duties. The employee shall be placed at the closest step within the new salary range that would provide a minimum of a five percent (5%) increase. Reclassification shall not be used for the purpose of avoiding the competitive selection processes. Employees may submit a request for reclassification no more than once a year.

The employee's salary evaluation date shall not change and there will be no new probationary period as a result of a reclassification.

C. DEMOTIONS

An employee may be involuntarily demoted for cause pursuant to the Disciplinary Action policy or for organizational reasons, pursuant to Layoffs. Employees may seek voluntary demotion through the competitive selection process.

A demoted employee shall be required to serve a probationary period in the lower classification unless the lower classification is in the same job series, or the employee previously completed probation in the lower classification. The salary of a demoted employee may not exceed the maximum salary of the new classification. In the event the demoted employee does not pass probation, the employee will be terminated from employment.

The effective date of a demotion shall establish a new salary evaluation date.

D. LAY-OFFS

Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate lay-offs. In determining the order of lay-offs, a combination of

factors shall be considered, including, but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands and needs of the City. Variations from the order of lay-offs and recall from lay-off may occur when the City deems such variations appropriate under the circumstances.

The factors the City, in its discretion, may use to determine the order of layoff include, but are not limited to, the following:

- An employee's last four performance evaluations, if any;
- Any history of employee commendations, awards, etc.;
- Any history of employee disciplinary action;
- Attendance record, including tardiness and unexcused absences;
- Safety record, including personal injury and damage to city property;
- Probationary and temporary employees shall be laid off before a regular employee in the same classification;
- Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority may be laid off first;
- Between two regular appointees in the same classification, the employee with lesser skills, abilities, qualifications, merit and/or record may be laid off first, without regard to seniority;
- Memoranda of Understanding between the City and effected bargaining units.

E. BUMPING

Bumping means the displacement of an employee from ~~his/her~~their position by an employee in a higher classification who formerly held the same position, or a position in the same job family.

A laid off employee shall be entitled to bump an employee in the same position previously held by the laid off employee~~, or a position in the same job family, in accordance with the criteria specified in Section D – Lay-offs.~~. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified in the job classification specification. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest position.

The City will notify laid off employees of any positions available for bumping. Following such notifications, the employee must notify the ~~Office~~ Division of Human Resources in writing of ~~his/her~~their intent to exercise the bumping rights within seven (7) days, and the position and classification in-to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.

Where there is more than one employee in a position available for bumping, the factors in Section D – Lay-offs, or the conditions set forth in a council approved Memorandum of Understanding, will be used to determine which employee, if any will be bumped.

Any displaced employee shall be considered laid off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specific in Section D – Lay-offs.

F. SEPARATIONS

All employees who separate from the City, that is, whose employment with the City terminated through separation for cause, layoff, resignation, or retirement must:

- Return all City property to the ~~Office~~Division of Human Resources, immediate supervisor, or department designee prior to receiving the final paycheck;
- Clear any existing financial obligations to the City;

In addition, employees who resign or retire must also adhere to the following procedures before they will be deemed to have terminated in good standing:

- Submit a written notification stating your intent to terminate, and the proposed effective date to your immediate supervisor or the ~~Office~~ Division of Human Resources.
- Provide a minimum notice of two weeks. The City encourages employees who become aware of their pending termination from the City to let the ~~Office~~ Division of Human Resources know as far in advance as possible. Once the City has accepted the resignation, it is irrevocable.

G. REINSTATEMENT

At the recommendation of the Department Director, and with the approval of the ~~Office~~ Division of Human Resources, employees who resigned, retired, or were laid off and were in good standing at the time of separation, may be reinstated within twelve (12) months to their former position, if vacant, or to a vacant position in the same classification without being subject to the application and selection process.

A reinstated employee shall serve a probationary period, unless otherwise approved by the City Manager. An individual requesting reinstatement shall be required to pass a medical and/or psychological examination and any other qualifying tests or procedures as in the case of a new employee. If reinstated, credit may be granted for prior service in terms of benefit accrual rates and seniority in the discretion of the ~~Office~~ Division of Human Resources and the Department Director; provided, however, that employees reinstated after layoff shall receive credit for prior service with the City.

V. COMPENSATION

A. COMPENSATION PLAN

1. Compensation Principles

The City of Redlands is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. Accordingly, the City establishes its compensation system in accordance with the principles of public accountability.

2. Compensation Plan

The ~~Office~~ Division of Human Resources shall prepare a compensation plan that includes the following:

a. Salary ranges for all classifications in the competitive service, showing the minimum and maximum rates of pay;
b. A designation of the position as full-time, hourly, or temporary;
c. A designation of the position as paid on an hourly or salary basis.

3. Review of Compensation Plan

The compensation plan will be reviewed periodically, but not less than every two years. The ~~Office~~ Division of Human Resources shall determine whether any modifications are necessary due to changes to positions or classifications, including changes to exempt or non-exempt status. The City Manager shall submit any modified compensation plan in the proposed form to the City Council for adoption.

B. SALARY UPON APPOINTMENT

Initial appointments shall be normally made at the first step of the salary range for the particular classification in which the appointment is made. When, in the judgment of the Department Director, the education, training, and/or experience of a proposed employee are such that a salary in excess of the first step is justified, the City Manager may authorize an appointment to a position at a higher step in the salary range.

C. SALARY UPON INTERIM APPOINTMENT

An employee appointed to an interim assignment shall receive the salary rate of the higher classification in which the employee is performing the required duties. If the employee's current salary is above the starting salary of the interim classification, the employee shall be placed on the new salary range at the closest step that will provide a minimum increase of five percent (5%). A person appointed in an interim capacity shall be eligible to receive merit increases in ~~his/her~~their regular position during the acting appointment but shall not be entitled to merit increases in the position which is held in the

interim capacity. Additionally, the employee will remain in their current bargaining unit and receive the benefits of that unit.

D. SALARY UPON PROMOTION

An employee who is appointed to a position in a classification allocated to a higher salary range that the employee's present classification shall receive the next highest monthly salary which is at least five percent (5%) higher than the employee's current base salary, but in no case more than the top step of the new salary range. Payment in such new salary range shall commence at the beginning of the pay period in which the appointment becomes effective.

E. SALARY UPON TRANSFER

An employee who is transferred from one position to another in the same classification or to another position having the same salary range shall be compensated at the same step in the salary range as previously received. The performance evaluation date shall remain unchanged.

F. SALARY UPON RECLASSIFICATION

1. Upward Reclassification

An employee whose position is reclassified to a job classification with a higher salary range, and who meets the qualifications and requirements for the new classification, shall be compensated at the closest step within the new salary range that will provide a minimum increase of five percent (5%). A new probationary period is not required, and the performance review date shall not change.

2. Downward Reclassification

An employee whose position is reclassified to a job classification with a lower salary range shall:

a. Retain ~~his/her~~their current salary if the current salary is the same as a step within the salary range of the new classification;
b. Be placed at the closest step within the salary range of the new classification that approximates the current salary if the current salary is between steps within the new salary range;
c. Be placed at the maximum step of the new range if the current salary is above the new range; or
d. Be assigned a Y-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the Y-rating. A Y-rating requires approval of the City Council.

G. SALARY RANGE CHANGE

Periodically, in order to maintain competitive salaries, a compensation study may be conducted on positions within the compensation plan. Based on the study, positions may be placed in a new range in the salary schedule. Employees affected by a salary range change will be placed in the new salary range at the step closest to their current salary that does not result in a reduction in pay for the employee.

H. SALARY UPON DEMOTION

The salary of an employee who is demoted for cause or voluntarily to a position in a classification allocated to a lower salary range than the employee's current classification shall be reduced to a step in the salary range for the classification to which the employees has been demoted. The Department Director, with the approval of the City Manager, shall determine the step within the range on which the demoted employee will be placed. An employee demoted pursuant to a lay-off shall be compensated at the nearest lower monthly salary rate in the salary range for the classification to which he/she has been demoted to the employee's salary rate prior to layoff. The effective date of the demotion shall establish a new salary evaluation date.

I. MERIT SALARY INCREASES

1. Eligibility for a Merit Increase

Merit increases are based solely upon job performance, they are not automatic, and there is no annual entitlement to them. Employees are eligible for a merit increase each year based upon the evaluation of their performance. Only regular appointees are eligible for merit increases, and no employees will receive an advancement that exceeds the maximum rate established for their classification. In order to receive a merit increase, employees must receive both a rating of "meets expectations" or above on their job performance evaluation and a recommendation for a merit increase by the Department Director. Any such merit increases will be applied to the employee's most recent evaluation date.

In the event an employee's overall rating is not at a "meets expectations" or above, they will not be eligible for a merit increase until the next evaluation period. The employee shall also be placed on a performance improvement plan for a period of no less than 90 days.

2. Merit Increases for Exceptional Circumstances

Upon written recommendation of a Department Director, the City Manager, in ~~his/her~~their sole discretion, may authorize a merit increase outside of a regularly scheduled performance evaluation if exceptional performance or other appropriate circumstances warrant advancement. An increase for exceptional performance shall not exceed the highest step in the employee's current salary range. The evaluation date will not change due to an increase outside of the regular performance schedule.

J.BILINGUAL COMPENSATION

The City shall provide additional compensation to employees for the performance of bilingual skills. Compensation for bilingual pay shall be established by a Memorandum of Understanding approved by the City Council. The Department Director may recommend that an employee be considered for bilingual pay based on the needs of the department. The employee must demonstrate their bilingual skills through a verbal competency exam created and administered by the ~~Office~~ Division of Human Resources. The City shall determine the number of employees to receive bilingual pay and the languages for which testing shall be conducted.

If an employee receiving bilingual pay receives a change in assignment, classification, job duties, or is transferred or promoted, the Department Director may determine that bilingual skills are no longer required for the position and the compensation will be removed from the employee with no right of appeal.

K. OVERTIME COMPENSATION

If circumstances warrant, employees may be required, and are expected to perform, overtime work. All overtime work must have the approval of the appropriate supervisor prior to actual performance of the work. Failure to obtain such approval in advance shall be justification for discipline up to, and including, termination. All overtime work shall be compensated at one and one-half times the employee's regular rate of pay under the Fair Labor Standards Act for overtime hours worked. Only actual hours worked shall be considered as hours worked for purposes of calculating overtime pay, unless authorized in a Memorandum of Understanding adopted by the City Council. No overtime shall be recorded for less than 6 minutes of work.

L. COMPENSATORY TIME OFF

Employees may opt to accrue Compensatory Time Off (CTO) in lieu of cash payment for overtime worked if the requirements of this policy have been met.

CTO shall accrue at the rate of one and one-half time hours for each overtime hour worked in accordance with the Fair Labor Standards Act. No employee may accumulate CTO in excess of eighty hours unless provided by a City Council approved Memorandum of Understanding. Overtime will be compensated in pay only after 80 hours of CTO have accumulated. Use of compensatory time off earned shall be granted provided that: 1) its use does not unduly disrupt the operations of the City; and 2) the request is made to the employee's Department Director or designee no later than five days prior to the time when the employee desires to the use the leave. Employees working in more than one department must submit the CTO request to the Head of each affected department. If the employee does not provide five (5) calendar days' notice, or if the City can document that the use of CTO would unduly disrupt City operations, the City will cash out the CTO requested at the end of the current pay period in the regular paycheck.

M. DEDUCTIONS FROM EXEMPT EMPLOYEE'S PAY

Exempt employees may not have their pay reduced for variations in the quantity or quality of work performed. Exempt employees must normally receive their full salary for any week in which they perform work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any work week in which they perform no work at all for the City. Exempt employees who are absent from work for personal reasons or because of illness may be required to utilize available leave balances toward the absence. Deductions from an exempt employee's pay cannot be made as a result of the following circumstances:

- Jury Duty
- Attendance as a witness;
- Temporary military leave;
- Disciplinary action other than a major safety violation, except when the employee does not work any hours for an entire week; or
- Partial days.

N. ERRORS IN COMPENSATION

In the event of any underpayment of which the City becomes aware, the employee shall receive any amount due him/her on the next regular pay period. In extenuating circumstances, an additional check may be processed prior to the next pay period. In the event of an overpayment the City will recoup the overpayment as agreed upon by the City and the employee. Employees shall review each of ~~his/her~~their paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately bring the error to the attention of their supervisor, the Finance Office, or the ~~Office~~ Division of Human Resources.

VI. GENERAL EMPLOYMENT MATTERS

A. HOURS OF WORK

Daily hours of work (or shifts) for employees within departments shall be assigned by the employees' applicable Memorandum of Understanding (MOU) or by Department Directors as required to meet operational requirements. The Department Director may change an employee's work period, week, or hours at any time to meet the requirements of the City. Changes shall be made in accordance with applicable ~~Memorandum of Understanding~~MOU.

Any foreseeable absence or deviation from regular working hours desired by an employee shall be cleared in advance through the employee's supervisor, and such absences shall be noted on the employee's time sheet.

With the approval of the Department Director and concurrence of the employee association, an employee may be assigned a flexible work schedule so long as the employee's work schedule totals

forty (40) hours within the employee's designated work week and so~~as~~ long as the needs of the public and City are being met. The start and stop of the work week for employees on a flexible work schedule will be designated at the time the flexible work schedule is assigned to the employee.

B. TIMEKEEPING

All employees must sign and accurately record all hours worked and any leave taken on their timesheets. Employees must submit their timesheets on a bi-weekly basis to their supervisor. Employees must immediately report any errors on a timesheet that has already been submitted to their supervisor.

C. ATTENDANCE

Employees are expected to report to work as scheduled, on time, and prepared to start work. Unauthorized tardiness and absence cause disruptions in coverage of assignment and ~~city~~ City operations. Employees are also expected to remain at work for their entire work schedule, except when required to leave on authorized city business or some other authorized leave. All departments shall keep daily attendance records of employees, which shall be reported to the Finance Director on the ~~employee's~~employees' timesheet.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or Memorandum of Understanding for the particular type of leave that they are requesting.

Employees who are unexpectedly unable to report to work as scheduled on any particular day must call/text their immediate supervisor no later than their scheduled time to begin work for that day, or as otherwise required by the Department. If the employee's immediate supervisor is not available, then the employee must notify the Department Director or ~~his/her~~their designee. Employees must inform their supervisor of the expected duration of any late arrival or absence. Employees must report their absence each day. Failure to do so is considered an unreported absence. Employees who call later then their scheduled time to begin work for their assigned shift will be deemed to have an unreported absence. Failure to contact the department at all to report an absence will be considered a no call/no show. Employees who are absent for three (3) or more consecutive days without notifying their department will be presumed to have abandoned/resigned their position. The ~~Office~~ Division of Human Resources will provide a notice of separation to the employee's last known address. If within ten (10) days of said notice, the employee can show good cause for the failure to report to duty, the Assistant City Manager or ~~his/her~~their designee, in ~~his/her~~their discretion may, after consultation with the Department Director, reverse the resignation.

Any reported absence that is three (3) or more consecutive days will be considered a leave of absence, subject to approval. Please refer to Section X, ~~the~~ Leave of Absence ~~Section X~~. Abuse or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline.

Failure on the part of an employee who is absent without notification or authorization to return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and or address will constitute an automatic resignation effective as of the last day an employee worked if, within ten (10) calendar days of said notice, the employee can show good cause for the failure to return to duty, The ~~Human Resources Director~~~~Office~~Division of Human Resources, in ~~his/her~~their discretion may, after consultation with the Department Director, reverse the resignation.

D. EMPLOYEE PERFORMANCE EVALUATION

A report on the performance of each employee shall be made by respective Department Directors or their designees after completion of a probationary period and annually thereafter. Unless changed in accordance with these Rules and Regulations, these evaluation dates shall constitute the employee's salary evaluation date for purposes of eligibility for a merit salary increase; provided, however, the employee shall continue to receive performance evaluations on said date even after the employee has reached the top of the applicable salary range. In addition, a performance evaluation may be prepared at any other time at the discretion of the employee's supervisor.

Each department is responsible for the timely evaluation of their employees. Each performance evaluation shall be discussed with the employee. The ~~Office~~Division of Human Resources will track and report the annual performance evaluations and will maintain a copy of each evaluation in the employee's official personnel file.

The performance evaluation will address areas of successful performance and areas that need improvement. Within the evaluation any area that falls below a "Meets Standard" will result in a Performance Improvement Plan (PIP) for a minimum period of sixty (60) days at the discretion of the ~~Office~~ Division of Human Resources. Employees receiving an overall rating below "Meets Expectations" are not eligible to receive a merit increase. The employee will have the opportunity to comment regarding work performance, either in written statement attached to the report or orally. Comments must be submitted within fifteen (15) days of receipt of the evaluation. In the case of a public safety officer, they shall have thirty (30) days from receipt of evaluation to respond. The employee shall sign the performance report to acknowledge that the employee is aware of its contents and has discussed the report with the evaluator. The employee's signature does not necessarily indicate agreement with the contents of the report. In the event that an employee refuses to sign the evaluation following ~~his/her~~their review of the evaluation, such refusal will be so noted by the evaluator on the evaluation form.

The employee will receive a copy of the performance evaluation. The original, along with any written comments submitted by the employee, will be placed in the employee's official personnel file.

E. DISCRIMINATION, HARASSMENT & RETALIATION

The City of Redlands strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the City should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees should be able to work and learn in a safe environment. For that reason, the City will not tolerate unlawful discrimination or harassment of any kind. The City has zero tolerance for conduct that violates this policy. Conduct need not arise to the level of a violation of the law to violate this policy. Through enforcement of this policy and by education of employees, the City will seek to prevent, correct, and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and ensure that prohibited conduct does not occur. This includes applicants, City employees, and contractors of the City. Disciplinary action, up to and including termination, will be taken against any employee or officer who is found to have violated this policy. Any contractor who has been found to have violated this policy will be subject to appropriate sanctions.

The City of Redlands, in compliance with all applicable federal, state, and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

1. Discrimination

It is a violation of policy to discriminate in the provision of employment opportunities, benefits, or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of the discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability, sex including reproductive health decision-making, pregnancy, gender, sexual orientation, gender identity, gender expression, genetic information, veteran status, ancestry, marital status, off-duty cannabis use, results of employer-required drug test finding "nonpsychoactive cannabis metabolites", any combination of protected characteristics or any other protected classification under state and federal law.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state, and local laws, including Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008 (GINA), the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions ~~states~~stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

2. Harassment

The City prohibits harassment, including sexual harassment, of any kind and will take appropriate and immediate action in response to complaints or knowledge of the violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any person working for or on behalf of the City. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability, or any other protected status, including epithets, slurs, and negative stereotyping;
- Nonverbal harassment includes distribution, display, or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion, or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, disability, gender identity, marital status, veteran status, or any other protected status.
- Physical harassment includes assault, impeding or blocking movement, physically interfering with normal work or movement, pinching, grabbing, patting, propositioning, leering, making expressed or implied job threats or promises in return for submission of physical acts, or stalking.

3. Sexual Harassment

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964, as amended, and is prohibited under the City's harassment policy. According to the U.S. Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment."

There are two types of sexual harassment: (1) quid pro quo and (2) hostile work environment. Sexual harassment can be physical and psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises and whether or not the incidents occur during working hours.
Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual batter, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body;
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience;
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; or
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that person's sex.

4. Retaliation

No hardship, loss, benefit, threat or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment;
- Appearing as a witness in the investigation of a complaint of discrimination or harassment;
- Serving as an investigator of a complaint of discrimination or harassment; or
- Refusing to follow an order or directive that is discriminatory or harassing in nature.

5. Complaint Procedure:

If an applicant, employee, officer, or contractor feels he/she has been discriminated against, harassed or retaliated against in violation of these rules, ~~should~~he/she should report the conduct immediately and according to the following procedure so that the complaint can be resolved quickly and fairly.

a. Report to Management: Inappropriate conduct should be reported to any supervisor, Department Director, the City Manager, or the ~~Office~~ Division of Human Resources. The individual should provide all details of the incident or incidents, names of individuals involved, and the names of any witnesses. The supervisor or manager must take all complaints of alleged or possible harassment or discrimination seriously, ensure that harassment or inappropriate sexually oriented conduct is immediately reported to Human Resources so that a prompt investigation may occur, and take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints. Managers and supervisors who knowingly allow or tolerate harassment or retaliation including the failure to immediately report such misconduct to Human Resources are in violation of this policy and subject to discipline.

b. Investigation: The City Manager or ~~his/her~~their designee will immediately undertake an effective, discrete, thorough, and objective investigation of the allegations at issue. All complaints will be investigated to the extent that the City deems appropriate. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the content of the interview, and that retaliation against those who report alleged conduct or participate in the complaint procedure is prohibited.

c. Investigation of Unreported Potential Violations: The C~~c~~ity takes a proactive approach to the problem of discriminatory, harassing, or retaliatory conduct and will conduct an investigation if its officers, officials, supervisors or managers become aware that discrimination, harassment or retaliatory conduct may be occurring, regardless of whether the recipient or a third party reports a potential violation.

d. Remedial and Disciplinary Action: If the investigation concludes that conduct in violation of this policy has occurred, the City will notify the offended and offending parties of the general conclusions of the investigation and will take effective remedial action that is designed to end the violation. Any employee or officer determined to be responsible for violating this policy will be subject to appropriate disciplinary action up to and including termination. Any official or contractor found to be responsible for violating this policy will be subject to appropriate sanctions.

6. Confidentiality

The City recognizes that confidentiality is important to all parties involved in an investigation. Complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible.

An individual who is interviewed during the course of an investigation is prohibited from discussing the investigation or its subject matter with other employees of the City, with the exception of their union representative, legal counsel, or as ~~substance of the interview, except as~~ otherwise directed by the ~~Office~~ Division of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline up to, and including, termination.

The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order.

F. BULLYING

The City of Redlands defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Types and examples of such behavior are listed below. Such behavior ~~violated~~ violates the ~~Redlands City~~City of Redlands ~~Values~~values and the City of Redlands Code of Ethics.

The purpose of this policy is to communicate to all employees, including supervisor, managers, and executives that the City of Redlands will not in any instance tolerate bullying behavior. Anyone found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, when an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining appropriate discipline. The City of Redlands considers the following types of behavior examples of bullying:

- Verbal Bullying: slandering, ridiculing, or maligning a person or ~~his/her~~their family; persistent name calling which is hurtful, insulting, or humiliating, using a person as the subject of jokes; abusive and offensive remarks;
- Physical Bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property;
- Gesture Bullying: non-verbal threatening gestures, glances which can convey threatening messages; and
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Personal insults and use of offensive nicknames;
- Using verbal or obscene gestures;
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property);
- Spreading rumors and gossip regarding individuals;
- Persistent singling out of one person in a negative manner;
- Shouting, raising voice at an individual in public and/or in private; Public humiliation in any form;
- Demeaning comments and public reprimands;
- Not allowing the person to speak or express him/herself, one on one or in groups/meetings (i.e., ignoring or interrupting);
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.);
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- Repeatedly accusing someone of errors which cannot be documented;
- Deliberately interfering with mail and other communications;

- Encouraging others to disregard a supervisor's instructions;
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions); and
- Repeatedly inflicting menial tasks not in keeping with the normal responsibilities of the job.

All City staff will be held accountable for their actions as well as their response to any such actions. Anyone with knowledge of such actions is required to report such information immediately to their supervisor or to the ~~Office~~ Division of Human Resources immediately. Failure to report or respond immediately to such actions may result in disciplinary action.

G. WORKPLACE VIOLENCE

The purpose of this policy is to ensure a safe workplace, reduce the risk of violence and provide guidance to employees, supervisors, and managers in the event that they encounter a situation that they believe could result in workplace violence.

1. Examples of Prohibited Behaviors

The City does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The following list ~~of behaviors~~ provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Committing acts motivated by, or related to, sexual harassment or domestic violence; or
- Possessing a weapon while on company property or while on company business.

Non-sworn employees are prohibited from possessing or using dangerous weapons and firearms at any time while on duty, on standby and while on City premises. Exceptions to this policy shall only be granted upon prior approval by the Chief of Police and the City Manager. Sworn employees in the Police and Fire Departments will follow their respective departmental policies regarding firearms and weapons.

Any potentially dangerous situations must be immediately reported to a supervisor or the ~~Office~~ Division of Human Resources. Reports can be made ~~anonymously~~anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need to know basis.

The following procedures should be used in dealing with potential violence:

a. On the Job – there are situations where relationships between employees or between an employee and the supervisor result in strong negative feelings by the individuals involved. Any persons involved in situations where they fear that physical retaliation

may occur, or where someone has made verbal threats of physical violence, should immediately discuss it with their supervisor (or with management, if the supervisor is involved).

b. Dealing with the Public – Similar situations could occur in employee contacts with the public. While the City has a strong commitment to customer service, the City does not intend for employees to be subjected to continuous verbal or physical abuse by customers. As in item number 1 above, any persons involved in situations where they fear that physical retaliation may occur, or where someone has made verbal threats of physical violence, should immediately discuss it with their supervisor. Further concern over the possibility of physical violence should be immediately discussed with management and reported to the Police Department.

2. Management Actions

When any of the above situations is brought to the attention of department management, an evaluation of the severity of the situation must be made immediately. If it is concluded that there is a likelihood that violence could result, management shall:

- Discuss the situation with employees who are likely to come in contact with the subject. Provide a description of the subject and instructions on actions to be taken if the subject comes to the work site.
- Contact the ~~Office~~Division of Human Resources ~~Director~~ and provide information on steps being taken. If the subject is scheduled to be at the work site and the department feels that security is required, the ~~Office~~Division of Human Resources ~~Director~~ will make arrangements with the Police Department.
- In all cases, if there is an immediate need for Police Department intervention, call 911.

If an employee has made a threat of violence, has initiated a violent act, or has violated the policy regarding firearms and weapons, management will take disciplinary action, up to and including, termination.

H. REASONABLE ACCOMMODATION

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that prohibits employers with 15 or more employees from discriminating against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. The California Fair Employment and Housing Act (FEHA) is a state law that makes in unlawful for an employer with five (5) or more employees to discriminate against individuals with disabilities by engaging in prohibiting employment practices and requires employers to provide reasonable accommodation for individuals with known disabilities. A reasonable accommodation includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or

modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

It is the policy of the City to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

1. **Procedures**

   When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace and the threat cannot be eliminated by reasonable accommodation, will be found unqualified and will not be hired.

   The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job, unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, or if the accommodation creates an undue hardship to the City. An undue hardship is an action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, the following factors should be considered:

   - The nature and cost of the accommodation;
   - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of ~~persons~~ people employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility;
   - The overall financial resources of the employer including the size, number, type and location of facilities; and
   - The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
   - The geographic separateness, administrative or fiscal relationship of the facility or facilities involved. (California Government Code Section 12926 (u).)

The ~~Office~~ Division of Human Resources is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

An employee or applicant who desires a reasonable accommodation should make such a request in writing to the ~~Office~~ Division of Human Resources. The request must include: 1) the job-related functions that need accommodation; and 2) the desired reasonable accommodation.

Following receipt of the request, the ~~Office~~ Division of Human Resources will respond to the individual and schedule a meeting with the individual. The ~~Office~~ Division of Human Resources may require that the individual undergo a fitness for duty examination to determine whether the individual can perform the essential functions of the job with or without accommodation. The ~~Office~~ Division of Human Resources may require that this examination be conducted by a city-approved physician. Whether a reasonable accommodation can be made and the type of accommodation provided shall be determined by the ~~Office~~ Division of Human Resources after engaging in the interactive process with the employee and the appropriate supervisor, manager, or Department Director. The outcome of the interactive process and any accommodations made will be provided to the employee in writing.

An employee or applicant who believes he/she has been denied a reasonable accommodation may file a complaint with the City Manager. The City Manager's determination will be final with respect to the City.

I.FITNESS FOR DUTY EXAMINATIONS

The City is committed to maintaining a safe and productive workplace. In order to provide a safe work environment, employees must be able to perform their jobs in a safe, secure, productive, and effective manner and remain able to do so throughout the entire course of their employment. Employees who are not fit for duty may present a safety hazard to themselves, to other employees, the City, or the public.

The purpose of this policy is to establish procedures by which the City will evaluate an employee's fitness for duty. A fitness for duty examination may be required when:

- An employee's conduct creates a reasonable belief that a threat to the health or safety of the employee or others exists; or
- There is objective evidence that the employee cannot perform the essential job functions.

The City may require that the fitness for duty exam be conducted by a City approved physician. The City will pay for an exam that it initiates under this policy and the exam will take place while the employee is in paid status.

Any information obtained from a fitness for duty examination will be kept confidential in accordance with applicable law.

J. EMPLOYEE DRESS STANDARDS

The City strives to maintain a workplace environment that is well functioning, free from unnecessary distractions and conveys a high degree of professionalism. All employees are expected to present a professional, businesslike image to customers and the public. Clothing and appearance shall be neat, clean, and in good taste. Employees shall dress in accordance with general standards and guidelines designed to promote professionalism in the workplace. Dress shall be suitable ~~to~~for both the work location and the job duties.

Clothing

Business casual attire is expected of all employees. Basic elements of appropriate and professional business attire include clothing that is in neat and clean condition. Business casual dress is defined as the following:

- Casual shirts: all shirts with collars, business casual crewneck or ~~v~~V-neck shirts, blouses, sweaters, golf and polo shirts. Examples of inappropriate shirts include t-shirts, shirts with inappropriate slogans or graphics, tank tops, muscle shirts, halter tops, spaghetti straps or strapless shirts.
- Pants: khakis, slacks, trousers and jeans without holes or frays. Examples of inappropriate pants include shorts, sweatpants, or exercise wear.
- Shoes: slip on or tie shoes, deck shoes, dress sandals, clean athletic shoes, heels. Examples of inappropriate shoes include flip flops or thongs or crocs.

Appropriate workplace attire does not include clothing that is too tight or revealing, clothing with rips or tears, or any extreme style or fashion in dress, footwear, accessories, or fragrances.

~~1. Dress Standards~~

At times, employees may be required to dress in professional business attire which would include dress shirts with ties, suits, slacks, skirts, or dresses.~~Office Standards: Office attire shall be appropriate to the formalities normally expected in business establishments. Office dress shall be considered proper business attire to be worn in office settings and shall mean: business suits, slacks, jackets, sweaters, and dress shirts with or without ties for men; dresses, suits, coordinated pants, skirts, blouses, and sweaters for women.~~

~~Field Standards: The standards for office attire shall be acceptable for field dress, however, may not be practical for all field activities. Field dress shall be considered appropriate attire for work outside office settings and shall mean: a more casual dress standard which may include polo shirts, shorts, and tennis shoes.~~

~~Casual Standards: The city has implemented a casual day for Fridays. In addition, the City Manager may authorize additional casual days. Casual dress shall be considered appropriate for office and field settings and shall mean: business casual and include sports shirts, polo shirts, slacks, skirts, jeans, and sandals.~~

~~Extreme attire shall mean clothing styles, lengths, and/or fabrics outside of general office and field dress standards and shall be prohibited. Extreme attire includes, but is not limited to: sweats, shorts, strapless and spaghetti strap tops and dresses, halter tops, sheer clothing, excessively worn or faded clothing, and beach sandals.~~

Jewelry and Tattoos

The City recognizes that personal appearance is an important element of self-expression and strives not to control or dictate employee appearance. The city expects all employees to exercise appropriate judgment with regard to personal appearance, dress, and grooming. The City allows reasonable self-expression through personal appearance, such as jewelry and tattoos, unless it conflicts with an employee's ability to perform their job effectively or it is regarded as offensive or harassing towards

others. Factors that management may consider when determining whether jewelry or tattoos pose a conflict with the employee's job or work environment include:

- Personal safety of self or others or damage to public property;
- Productivity or work performance;
- Offensiveness to co-workers, customers, vendors, or others in the workplace;
- Customer complaints.

Reasonable Accommodation of Religious Beliefs

The City recognizes the importance of individually held religious beliefs. The City will reasonably accommodate an employee's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues. Employees seeking an accommodation for workplace attire based on religious beliefs should contact the ~~Office~~Division of Human Resources.

Exceptions in the dress standards may be made to accommodate special assignments and/or work conditions. All exceptions shall be approved in advance by the Department Director. Employees who do not meet dress standards may be sent home to change and will be required to use accruals or not be paid for that time off.

K. UNIFORMS

Uniforms shall be required for designated field personnel to ensure City employees may be easily identified and recognized as such. Employees designated to wear a uniform represent the City of Redlands. In order to present an exemplary image to the public, employees shall follow these general guidelines:

- Uniforms shall be neat, clean and properly maintained.
- Faded, worn and/or stained uniforms shall not be worn on duty and shall be replaced.
- Uniform shirts shall be tucked into pants.
- Outer garments shall bear City identification, such as City patches or lettering. Temporary clothing such as disposable coveralls and raingear are exempt from the identification requirement.
- Hats shall be City of Redlands uniform hats and shall be worn with the bill facing the front.
- The use of headbands, bandanas and other head gear shall be approved by the supervisor prior to being worn. Generally, supervisors shall approve items that are clean, neat and in a neutral color.
- Short pants may be worn at any time during the year, provided that wearing them does not present a safety hazard. Short pants shall be uniform shorts only. Jean shorts, exercise shorts or any other type of non-uniform shorts are unacceptable. Boxer shorts, spandex exercise pants and/or other clothing ~~item~~items shall not be seen extending above or below the short pants.
- When short pants are worn, socks shall be white or a color which matches the City uniform. Socks shall not extend above the boot more than two inches.
- Long sleeved shirts shall not be worn under short sleeved uniform shirts. Tee shirts may be worn under uniform shirts however,~~;~~ the sleeve cannot extend beyond the sleeve of the uniform shirt.

- Upon separation of employment with the City, the employee shall return all City-owned uniforms in their possession to ~~his/her~~their supervisor in a clean condition, ready to wear, prior to receipt of ~~his/her~~their final paycheck.
- Any modifications to the uniform must be approved by the Department Director and reviewed by the ~~Office~~ Division of Human Resources for consistency purposes.

1. Wear

Departments Heads shall determine which job classifications and/or divisions are designated to wear City uniforms. Employees in these job classifications and divisions shall wear City uniforms during standard working hours. Uniforms shall be worn if an employee is called back to work from ~~his/her~~their off-duty period. If a full uniform is not available at the time the employee is called out, the employee shall wear some other type of identification such as a badge, jacket or hat with City patches, etc.

City uniforms and any recognizable portion of a City uniform (i.e., anything with a badge, patch, or City of Redlands designation) shall not be worn for anything other than official City business. Employees shall be aware of public perception and the assumption that uniformed personnel are on duty.

2. Responsibility

It is the responsibility of the Department Director to ensure the Uniform Policy is understood and adhered to by all department employees required to wear uniforms. This Uniform Policy shall be made available to all civilian employees required to wear a uniform. It is the responsibility of the employee to ensure the items issued and worn are in compliance with this policy.

Employees who do not adhere to the provisions contained in this policy may be subject to disciplinary action. Any proposed disciplinary action related to this policy for non-sworn employees must be reviewed by the ~~Office~~ Division of Human Resources prior to the action being taken to ensure consistency. Modifications to the uniform which are requested by the employee and approved by the Department Director must be paid for by the employee.

3. Safety

Department Directors may establish standards which are stricter than those contained within this policy for safety reasons. An example of this would be the requirement of steel-toed boots or hard-soled shoes for specific classifications. Department Directors and their designees may also require that safety gear or equipment be worn, such as hard hats or reflective arm bands.

Purchase:

All uniforms shall be ordered and/or purchased through the City.

4. Allowance

Any uniform or boot allowance shall be paid in accordance with the appropriate employee's Memorandum of Understanding.

L. IDENTIFICATION BADGES/CARDS

The City of Redlands believes it is important to maintain a safe and professional work environment. For this reason, all employees will be provided and shall carry a City-issued badge or identification card at all times while on duty. Human Resources shall issue identification cards to employees on or before the first day of employment. Safety employees may be provided their badges and/or identification cards by the Police or Fire department. If part of a uniform, badges shall be worn in accordance with department policy. Part time, temporary and intern employees may be required to display City identification at all times when on duty. Employees shall be responsible for lost or misplaced badges and identification cards. The employee shall reimburse the City for the cost of replacement. Badges and identification cards shall be returned to the ~~department~~ ~~Office~~Division of Human Resources upon separation of employment with the City.

M. USE OF CITY VEHICLES AND AUTOMOTIVE EQUIPMENT

The purpose of this policy is to establish procedures for the use, care and non-emergency operation of City-owned vehicles and automotive equipment. City vehicles and equipment shall only be operated by authorized City employees and volunteers.

1. Licenses

Authorized City employees and volunteers must possess an appropriate and valid California driver's license for the designated vehicle and/or equipment they operate. Supervisors shall be responsible for ensuring that their employees have a current license.

2. Assignment of Vehicles and Equipment

The City Manager or ~~his/her~~their designee shall assign vehicles and equipment to departments based upon City and department needs. New vehicles and equipment shall be approved by the City Council through the budget process or during a regular City Council meeting.

If more than one department requests an available vehicle or piece of equipment, each Department Director shall justify their need in writing to the City Manager. The City Manager shall make the final determination. If the City Manager decides that a vehicle or piece of equipment no longer meets the needs of the assigned department but may be of use to another department, a transfer may be made.

The transfer of vehicles and/or equipment from one department to another shall be coordinated through the ~~Quality of Life~~Facilities and Community Services Department and approved by the City Manager. The City Manager may dispose of vehicles and equipment no longer meeting the needs of the City.

3. Safe Operation of Vehicles and Equipment

Employees/volunteers using City vehicles and automotive equipment shall be held individually responsible for the safe operation of the vehicles and equipment which they are using.

Employees and volunteers operating City vehicles and equipment shall do so in a reasonable and prudent manner, having due regard for street surfaces and other conditions which may affect safe operation. Employees and volunteers shall operate vehicles and equipment in accordance with City and department policies and provisions of the California Vehicle Code.

Employees shall accept full responsibility for fines incurred as a result of any driving, parking and/or other traffic violations.

4. Use of Seat Belts

It is the intent of the City of Redlands to provide the safest environment possible for employees and/or volunteers using vehicles and equipment in the course of their employment. No employee or volunteer shall operate or ride in any vehicle or equipment without being properly secured in a seat belt. Employees and/or volunteers shall adjust safety restraint devices so they are comfortable yet provide maximum protection in the event of an accident.
Police, Fire, and Solid Waste employees shall use seat belts in accordance with the California Vehicle Code, department standard operating procedures, and other legislation pertaining to the use of seat belts.

5. Use of Cellular Phones and Radios

Employees shall refrain from talking or texting on hand-held cellular phones and radios while operating vehicles and equipment. When communication is necessary due to emergency or other work-related circumstances, employees shall park and stop the vehicle/equipment prior to using the communication device.
Exceptions may be made for Police and Fire personnel.

6. Inspection of Vehicles and Equipment:

The procedure for ensuring proper operation and maintenance of vehicles and equipment is as follows:

a. The Department Director shall designate supervisory personnel to be accountable for all vehicles and equipment assigned to the department. The supervisor(s) shall be responsible for assigning the vehicles and equipment to a job site, project or employee. Non-supervisory employees do not have authorization to assign equipment and vehicles to others.

b. Supervisors shall instruct employees on the safe operation and preventive maintenance requirements for the vehicle or equipment to be utilized.

~~b.~~c. Supervisors shall ensure that employees have the proper training and certification required for assigned vehicles and equipment.

~~c.~~d. Employees shall conduct daily inspections of assigned vehicles and equipment as required by the Department of Transportation regulations. Inspections shall occur at the beginning of each shift when vehicles and equipment will be utilized.

~~d.~~e. Employees shall complete a department inspection report documenting the following: visible damage, safety items, service needs and maintenance requirements. These inspection reports shall be submitted to the supervisor immediately following the inspection.

~~e.~~f. The supervisor shall be responsible for reviewing the inspection reports and taking appropriate action.

7. Maintenance of Vehicles and Equipment

Employees shall be responsible for the care, cleanliness (exterior and interior) and general maintenance of assigned vehicles and equipment.

- The City shall provide supplies necessary for the care, cleaning and maintenance of vehicles and equipment.
- Supervisors shall allow employees to perform care, cleaning and minor maintenance tasks while on duty.
- Employees shall make periodic inspections of all fluid levels and correct any deficiencies.
- Supervisors shall make weekly inspections of the vehicles and equipment assigned to subordinates to ensure they are being maintained according to policy.
- Supervisors shall ensure employees adhere to the routine service and maintenance schedules established by the Equipment Maintenance Division.
- Employees shall complete the appropriate Equipment Maintenance forms to describe service needs and requested repairs when leaving vehicles and equipment for service at the City Garage. Forms shall be submitted to a supervising mechanic.
- Vehicles and equipment requiring warranty service shall be taken to the City Garage where authorized personnel shall arrange appropriate service.
- No modifications shall be made, or accessories added, to City vehicles and/or equipment without the express authorization from the department supervisor, Equipment Maintenance Superintendent and City Manager.
- All vehicles and equipment shall be secured by removing keys, closing windows, and locking doors prior to storing at the Corporate Yard and other facilities.

8. Accidents Involving Vehicles and Equipment

Accidents involving City vehicles and equipment shall be reported as follows:

a. Accidents shall be reported to the appropriate law enforcement agency, if necessary, to Human Resources/Risk Management and to the department supervisor immediately.
b. Employees shall complete the City's Incident, Accident, and Injury Form and submit it to the supervisor.
c. The supervisor, upon receipt of the employee's accident report, shall review the report, investigate the facts, and complete the Supervisor's Accident Investigation Form, and submit a recommendation along with the completed employee's Incident, Accident, and Injury Form to Human Resources/Risk Management within twenty-four (24) hours.
d. Any damage resulting to vehicles and equipment, other than an accident, shall be reported to the department supervisor immediately and shall be subject to the same procedure as accidents.
e. Damage to City vehicles and equipment due to negligence, unsafe driving or operation, or damage due to willful misconduct by an employee may be cause for disciplinary action up to, and, including, termination.

9. Use of Vehicles and Equipment

Employees may be assigned vehicles and/or equipment for use during standard business hours to conduct official City business.

Employees may need to utilize vehicles to attend official functions inside and outside of the city limits. Employees shall not use City vehicles and equipment outside the City without prior authorization from the Department Director.

Vehicles and equipment may be used after hours to conduct official City business. After hours employees may use City vehicles as transportation from their residence to the assigned work site and back to the residence.

10. Use of Private Vehicles

Private vehicles shall not be used for work-related activities without the permission of the Department Director or designee.

11. Personal Use of Vehicles and Equipment

City vehicles and equipment shall only be used for work-related purposes and shall not be used for personal errands or transport. Exceptions may be made by the City Manager or through an approved and fully executed Memorandum of Understanding.

City vehicles and equipment may be authorized for take-home use in accordance with the following criteria:

a. The authorization for the take-home use of City vehicles and equipment shall be based on operational need.
b. The City Manager shall authorize all take home use of City vehicles and equipment not otherwise permitted by an approved and fully executed Memorandum of Understanding.
c. Safety personnel and other employees responding to emergencies may be provided with City vehicles that have specific equipment. Such take home assignments are regarded as a requirement of the job and shall be identified by the Department Director and City Manager.
d. The City Manager may discontinue the use of a take home vehicle assignment upon finding that the position and responsibility of the position no longer requires such usage, or that such usage is not in the best interest of the City, including that the employee is not complying with the requirements of this policy.
e. An employee who is authorized to take home a City vehicle and/or equipment shall make reasonable efforts to protect the vehicle and/or equipment against loss and/or damage. This may include the removal of portable equipment from the interior of the vehicle.

f. Employees must account to the City for the authorized personal use of City vehicles. The usage must be substantiated (for example, mileage), the time and place of the travel, and the purpose of the travel. Written records made at the time of each use are the best evidence. All personal use of a City-provided vehicle will be included in employee wages per Internal Revenue Code Sections 123 and 611. This paragraph is not applicable to sworn safety units.

12. Regular Take Home Authorization and Assignment

Regular or permanent take-home authorization of City vehicles and equipment, not otherwise permitted by an approved and fully executed Memorandum of Understanding, shall be approved by the City Manager and based on the following criteria:

a. The employee resides within forty (40) miles of the Redlands City Limits. Employees currently assigned a take home vehicle will be grandfathered at the time of adoption of these rules and regulations.
b. The employee is regularly and frequently subject to call for emergency response, has specific expertise and must respond with a specially equipped vehicle.
c. The employee provides regular and frequent off duty supervision where no subordinate has been designated to act.
d. An employee who, on an average of fifty (50%) of the standard work week, is required to begin or end daily work activities at sites other than the permanent work station.
e. There is a specialized assignment, approved by the City Manager and Department Director, requiring the use of City vehicles and/or equipment.
f. Employees may not use City-provided vehicles for personal purposes, other than commuting or de minimis personal use. Employees shall be responsible for use of the vehicle in compliance with City and department policies and procedures.
g. Employees must account to the City for the regular take home of City vehicles. The usage must be substantiated (for example, mileage), the time and place of the travel, and the purpose of the travel. Written records made at the time of each use are the best evidence. All personal use of a City-provided vehicle will be included in employee wages per Internal Revenue Code Sections 123 and 611. This paragraph not applicable to sworn safety units.

13. Temporary Take Home Authorization and Assignment

Temporary take home authorization of City vehicles and equipment shall be approved by the Department Director in accordance with the following criteria:

a. The temporary assignment of City vehicles and equipment for take home use shall not exceed thirty (30) days.
b. The employee resides within forty (40) miles of the City Limits of Redlands.

c. The employee is assigned to "Stand By" or "On Call" status, as defined in respective Memoranda of Understanding, for emergency response, has specific expertise and must respond with a specially equipped vehicle.

d. There is a temporary or specialized assignment, approved by the Department Director, requiring the use of City vehicles and/or equipment.

14. Miscellaneous

This policy does not preclude departments from implementing additional, department-specific policies and procedures related to the use of City vehicles and equipment.

The use of tobacco products, in all forms, is prohibited in City vehicles and equipment.

Any violation of this policy is subject to disciplinary action, up to and including termination.

N. TRAVEL AND EXPENSE REIMBURSEMENT POLICY

1. Overview

It is the policy of the City of Redlands to reimburse staff for reasonable and necessary expenses incurred in connection with approved travel on behalf of the City. The City strongly encourages employees to book travel in advance and to utilize travel discounts when making travel arrangements.

Employees seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, or will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken.

Travel Includes:

- Attendance at workshops, seminars, conventions, conferences, or other meetings of interest to the City~~,~~ and/or authorized travel for any purpose in connection with official City responsibilities.

Approval:

- All travel must be approved in advance by the employee's Department Director or ~~his/her~~their designee. This process must be documented by completing a Training/Travel Request Form if the cost of training/travel is estimated to exceed $500.
- When the Employee is a Department Director, City Attorney, City Clerk, or City Treasurer, the travel must be approved by the City Manager or ~~his/her~~their designee. City Manager or Council Member travel must be approved by a member of the City Council.

- All out of country travel by City employees, including Department Directors, appointed, and elected officials, requires the approval of the City Council in an open meeting.

2. Compensation While Traveling

Non-exempt employees shall be paid their hourly rate as hours worked while they are traveling (whether by automobile, airplane, train, etc.) for City-approved, job-related purposes. Non-eExempt employees will be paid their hourly rate for actual hours spent in training and for travel time. When a non-exempt employee is not required to report to their regular employment site on a day he/she attends City-approved training, paid travel time shall be calculated as the lesser of the time spent travelling from the non-exempt employee's residence to the training site and back or the time spent traveling from their regular employment site to the training site and back. If the non-exempt employee is required to report to their regular employment site on a day he/she attends City-approved training, paid travel time shall be calculated as the time spent traveling from their regular employment site to the training site and back, regardless of where the non-exempt employee resides.

3. Authorization and Responsibility

Employee travel must be authorized, and employees should verify that their travel is eligible for reimbursement before making travel arrangements. Employees should utilize the Training and Travel Request Form.

Within sixty (60) calendar days of travel completion, employees must submit an Expense Reimbursement Claim Form with original receipts and supporting documentation.

The Expense Reimbursement Claim Form must be signed by the Department Director or designated authority. Designated approval authorities are required to review expenditures and withhold reimbursement if there is a reason to believe that the expenditures are inappropriate or extravagant.

Employees should review this policy before spending personal funds for City travel to determine if such expenses are reimbursable. The City reserves the right to deny reimbursement of travel-related expenses for failure to comply with this policy.

4. Vacation in conjunction with business travel

In cases where an employee is utilizing vacation time in conjunction with City-related travel, any cost variance in airfare, car rental or lodging must be clearly identified on the Expense Reimbursement Claim Form. The City will not prepay any personal expenses with the intention of being "repaid" at a later time, nor will any personal expenses be reimbursed; only expenses incurred during the dates of City-related travel will be reimbursed.

5. **Permissible prepaid travel expenses**

Before leaving on travel, the City may issue prepayments for the following expenses:

- airfare
- rail transportation
- conference registration fees

Employee may also request advance per diem allowance to cover meals and incidental expenses during travel as defined in Section H. The request must be submitted to Finance for processing no earlier than four (4) weeks prior to departure date.

If the employee has received a prepayment and is unable to attend the event, they are required to request a refund of all prepaid expenses. The Department Director or designated authority are responsible for ensuring that employees request refunds for all prepaid expenses. The City reserves the right to request reimbursement from employees for all non-refundable prepaid expenses. Employees have a minimum of thirty (30) calendar days to reimburse the City for any non-refundable prepaid expenses.

If the employee has received an advance per diem allowance but is unable to attend or complete the event, he/she should refund the City for the unused portion of the per diem allowance within thirty (30) days after the event date or his/her return. The Department Director or designated authority are responsible for informing Finance Department in writing of the impending refund and the amount owed to the City. Failure of the City employee to refund the unused portion within thirty (30) days after the event date or his/her return will cause the City to recover the amount via payroll deduction on the employee's next paycheck.

If a City employee who received a prepayment attends the event or completes the required travel for work and there is any unused portion of the prepayment remaining, the employee will refund to the City the unused portion within thirty (30) days after the event date or his/her return. Failure to do so will cause the City to recover the amount via payroll deduction on the employee's next paycheck.

Permissible prepaid travel expenses must be reconciled within 30 days upon the conclusion of the event or the employee's return, whichever is sooner.

- ~~per diem~~

~~If the employee has received a prepayment and is unable to attend the event, they are required to request a refund of all prepaid expenses. The Department Director or designated authority are responsible for ensuring that employees request refunds for all prepaid expenses. The City~~

~~reserves the right to request reimbursement from employees for all non-refundable prepaid expenses. Employees have a minimum of thirty (30) days to reimburse the City for any non-refundable prepaid expenses.~~

6. Reimbursable Expenses

Reimbursement requests for travel expenses are submitted on an Expense Reimbursement Claim form signed by the designated approval authority and accompanied by the following (if applicable):

- Approved Training and Travel Request Form;
- Itemized expense receipts;
- Internet map showing route and miles traveled;
- Event brochure or flyer;
- GSA Meals & Incidentals Breakdown for destination; and
- Listing of prepaid travel expenses

All original itemized receipts must be attached, with the exception of per diem allowances, as well as a copy of the event schedule (if applicable). If a City employee has lost a receipt or unable to obtain an itemized receipt for a travel-related expense, a memo signed by their department head is required. These forms must be submitted to the Finance Division within sixty (60) calendar days after the travel is completed. Forms not submitted within this time frame require exception approval from the Management Service Director or City Manager or their designee.

Reimbursement of travel expenses is based on documentation of reasonable and actual expenses supported by the original, itemized receipts. The City will reimburse travel expenses for the most efficient and economical mode of transportation. Reimbursements that may be paid by the City are shown below.

Airfare. An original itemized airline receipt, an e-ticket receipt/statement or an Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

Employees are expected to obtain the lowest available airfare that reasonably meets business travel needs. Airfare should be booked for economy/coach class only; Business or First class is not reimbursable. Upgrades are not reimbursable. Employees are encouraged to book flights at least 30 days in advance to avoid premium pricing. If the airline charges additional charges for checked luggage, only the cost of the first checked bag will be reimbursed.

Rail transportation. The City will pay for rail transportation provided that the cost does not exceed the cost of the least expensive airfare.

An original itemized receipt, original e-ticket receipt/statement or Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

Mileage. Reimbursement for use of a personal automobile is based on the current reimbursement rate determined by the Internal Revenue Service. Mileage reimbursement is granted only when employees are required to use their personal vehicle in connection with their assignment and in the performance of their duties. An Expense Reimbursement Claim Form must be submitted to the Finance Department to receive mileage reimbursement. Attached should be a copy of an internet map showing the route and mileage traveled.

Reimbursable mileage will be based on the estimated most direct or fastest google map route and shall be calculated from the primary worksite of the employee to the various destinations and return to the primary worksite. In the event an employee~~s~~ does not visit the regular place of work on their scheduled workday~~any business day~~, mileage shall be reimbursed for any miles that exceed the employee's normal commute. Employee must then submit an internet map showing route and miles from home to work, point of origin to point of destination, and return trip to point of origin.

A valid driver's license issued within the United States and personal automobile insurance are required for expenses to be reimbursed. Drivers should be aware of the extent of coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature.

Automobile Rental. Reimbursement for a commercial rental vehicle as a primary mode of transportation is authorized only if the rental vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible.

The City authorizes reimbursement for the most economic vehicles available (economy or midsize). The itemized rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Drivers must adhere to the rental requirements, and restrictions must be followed. Original receipts are required.

When vehicle rentals are necessary, the City encourages Employees to purchase collision damage waiver (CDW) and loss damage waiver (LDW) coverage. The City will reimburse the cost of CDW and LDW coverage; all other insurance reimbursements will be denied.

Drivers should be aware of the extent of a coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature.

Employees are strongly encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

Conference registration fees. The City will reimburse these fees, including business-related banquets or meals that are part of the conference registration. Original receipts to support the payment are required. If the conference does not provide a receipt, then a brochure along with

a cancelled check, credit card slip/statement or documentation that the amount was paid is required for reimbursement.

A prorated amount for the meals provided must be deducted from the Employee's per diem. See Meals (per diem) for more detail. Entertainment activities such as golf outings and sightseeing tours will not be reimbursed.

Lodging. The cost of overnight lodging (room rate and tax only) will be reimbursed to the employee if the authorized travel is 50 miles or more from the employee's home or primary worksite. Exceptions to this restriction may be approved in writing by the Department Director, City Manager, or his/he designee.

The City will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. Only single room rates are authorized for payment or reimbursement unless the second party ~~is representing~~represents the agency in an authorized capacity. If the lodging receipt shows more than a single occupancy, the single room rate must be noted. If reimbursement for more than the single room rate is requested, the name of the second person must be included. The lodging receipt must be itemized listing all expenses.

Meals and Incidentals (Per Diem). Per Diem reimbursement will be issued for meals and incidentals for travel that is fifty (50) miles or more from the employee's primary worksite. For one day travel in excess of fifty (50) miles, seventy-five (75%) of the applicable GSA daily per diem rate will be provided.

The City's per diem rates are based on the U.S. General Services Administration Guidelines, which vary by location. The rates are listed online at www.gsa.gov. In addition to meals these rates include incidental expenses such as service tips (e.g., housekeeping or porter tips). Incidental expenses, unless specifically cited in this policy, will not be reimbursed.

The maximum reimbursable gratuity~~ies~~ for meals is twenty percent (20%) of allowable meal expenses and taxes. For the first and last days of travel, seventy-five percent (75%) of the applicable GSA daily per diem rates will apply. This will also apply to all multi-day travels not requiring an overnight stay. If meal is provided on the first and/or last day of travel, the City will deduct the entire allocated meal cost from the decreased per diem rate in accordance with the GSA requirement and Code of Federal Regulations (CFR) 41.301-11.18.

Receipts are not required for per diem allowances.

Business Meals and Expenses. Employees are allowed reimbursement for meals and various business expenses when the opportunity to discuss the City's concern with state and federal officials, participating in regional, state and national organizations whose activities affect the City, or promoting public service and morale by recognizing such service. Business expense reimbursements must be an authorized expense in benefit of the City.

Parking and Tolls. Original receipts are required for parking fees and tolls (including airport parking). The lodging bill can be used as a receipt when charges are included as part of the overnight stay.

If, in lieu of parking at the airport, the City employee obtains a ride to and from the airport, the cost of the mileage for both round trips will be covered up to what the cost would have been for one round-trip plus the cost of long-term parking for the required travel period.

Miscellaneous transportation. Original itemized receipts are required for taxi, bus, subway, metro, ferry, rideshare, and other modes of transportation.

Visa, passport fees and immunizations. If these items are required for international travel, their reimbursement is left to the discretion of the Department Director. If approved by the designated authority, original itemized receipts are required.

7. Non-reimbursable Travel Expenses

The following items that may be associated with business travel will not be reimbursed by the City:

- Airline club memberships;
- Airline upgrades and excess baggage;
- Alcohol;
- Business or First Class airfare;
- Childcare, babysitting, house-sitting, or pet-sitting/kennel charges;
- Commuting between home and the primary work location;
- Costs incurred by employee's failure to cancel travel or hotel reservations in a timely fashion;
- Evening or formal wear expenses;
- General use clothing;
- Haircuts and personal grooming;
- Laundry and dry cleaning;
- Lost luggage and personal items;
- Passports, vaccinations and visas when not required as a specific and necessary condition of the travel assignment;
- Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and related incidental costs;
- Repairs to personal vehicles;
- Travel accident insurance premiums or purchase of additional travel insurance;
- Valet parking, unless the hotel or venue prohibits guests from parking their own vehicles;
- Traffic and/or parking violation fines; or
- Other expenses not directly related to City related travel.

8.Travel for Non-Employees

Additional costs for travel, lodging, meals or other travel expenses for spouses or other family members will not be reimbursed.

O. CREDIT CARD POLICY

The City of Redlands uses a variety of methods for the purchase of goods and services, including petty cash, purchase orders, and disbursement vouchers, along with credit cards, which are overseen by either the City Manager's Office or purchasing depending on the type of card. Processing purchase orders is not cost effective for low dollar value goods. Occasionally suppliers will not accept a purchase order which makes the use of a credit card more efficient. In addition, credit cards will allow Cardholders to take advantage of short-term sale discounts and to make purchases and/or reservations by phone and the internet. The purpose of this policy is to identify which employees would be eligible to be Cardholders to make these types of purchases for the City, as well as the proper use and documentation required when the City-issued credit cards and gas cards are used for City business.

A City of Redlands credit card will only be issued to specifically identified employees who, because of their job duties, have been approved to be Cardholders by their Department Directors. Only those employees who make specific purchases allowable under this policy for their Department will be issued credit cards. The City credit card program is overseen by the City Manager's office and purchasing, and allows oversight of such purchases by Department Directors and reconciliation by the Finance Division. Verification of all purchases is required by each Cardholder, with signature approval performed by the Cardholder's Supervisor and/or Department Director. All credit card purchases are reviewed monthly by the applicable Department Director and the Management Services Department's Finance Division.

1. Roles and responsibilities

City Manager's office

- Authorizes and issues new credit cards to approved city employees.
- Arranges credit or transaction-level limits for individual cards.
- Serves as liaison between department contacts and issuing bank.

Purchasing

- Oversee the issuance and use of store cards
- Serves as liaison between department contacts and approves stores

Department Directors/Authorized Cardholder

- Ensures City issued credit card is used only for its intended purpose after obtaining proper authorization.
- Retains receipts and provides explanation for all City Credit card transactions.
- Maintains card in secure location and limits the use to employees who require a card for City business.
- Authorizes and submits receipts and itemized monthly reconciliation to finance by specified due date.
- Notifies the City Manager's office of any fraudulent activity.

Management services/Finance Division

- Process payment for credit card invoices on a timely basis to avoid late payment charges.
- Distributes monthly credit card statements to department contacts for charge reconciliation and approval.

- Ensures that all credit card transactions are properly authorized with adequate receipt documentation and signatures.

2~~1~~. Authorized Cards

a. Credit Cards/Store Cards

Redlands City Manager's office and purchasing ~~is~~ are designated as the City's credit card coordinators. They contract with a Card Issuer in connection with the City's Purchasing Guidelines to acquire the credit cards for specifically identified employees. The Card Issuer will have no individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., are maintained by Card Issuer, and will not have any impact on the Cardholder's personal credit. City-issued Credit Cards can only be used by the individual to whom it has been issued.

b. Gas Cards

Gas cards will be issued to authorized employees in the Facilities and Community Services and Police Departments. Depending on the vendor, these cards may be issued in the City's name or in the specific name of an employee. Use by anyone other than the authorized Cardholder is prohibited.

3~~2~~. Card Eligibility

Under the guidance of the City Manager, Department Directors are responsible for identifying which employees should be issued a credit card or gas cards. The number of employees identified to receive cards should be minimized and should be strictly limited to those who are required as part of their job duties to make purchases for their ~~Department~~department pursuant to this policy. Limited-service temporary employees cannot be assigned a credit card, but may be authorized to use a gas card by their Supervisors and Department Director if necessitated by their job duties.

4~~3~~. Card Issuance~~Obtaining Credit Card for an Identified Eligible Employee~~

Department Directors shall make a request to the City Manager's office/purchasing for the issuance of credit cards for an authorized employee. The City Manager's office will request a credit card for the approved employee and will ensure the employee reads and signs the **City of Redlands Cardholder Agreement** prior to taking possession of the credit card.

Protection of credit cards. It is the authorized cardholder's responsibility to always safeguard the card and credit card number. If a cardholder suspects the loss, theft, or possibility of unauthorized use of the card, they should notify the ~~City Manager's office~~appropriate card liaison as soon as possible. If a card is reported as lost or stolen, the City Manager's office, or designee, will contact the card issuer and may cancel or replace the credit card.

5. Cancellation

An employee must return the assigned credit card to the City Manager's office/purchasing upon termination from employment, submitting their notice of separation from the City of Redlands, notice of transfer to another department, or loss of credit card privileges.

~~Department Directors, or their authorized designees, shall make a request to the City Manager's office for credit card issuance.~~

~~5~~64. Card Usage

City credit cards can be used for purchases of supplies, services, materials, or equipment. Cardholders must ensure that all purchases are budgeted and abide by the city purchasing guidelines.

Allowable purchases include:

- Supplies, services, materials, and goods up to the cardholder's approved cycle credit limit for vendors that require payment prior to delivery of goods or services.
- Gas, oil, and supplies for city vehicles.
- Restaurants/meals- the maximum gratuity for meals is 20% of the meal expense and taxes.
- Memberships for professional organizations that support a city employee's assigned job duties. Receipts must also reflect the start and end date of membership.
- Airline tickets, lodging, and vehicle rental for City personnel (City council, City Manager, other city employees) traveling on official City business for which they are not being reimbursed through the Travel and Expense Reimbursement Policy
- Conference registrations fees
- Incidental computer replacement parts such as keyboards, mouse, power strips etc.
- Annual fees/ subscriptions that are broken down into a monthly charge and there is no monthly invoice.
- Emergency purchases in accordance with the city's purchasing guidelines

Prohibited Purchases:

The following types of purchases are prohibited by City policy:

- Personal purchases of any kind including those for the personal benefit of another individual
- Gift cards, without prior approval of a Department Director
- Entertainment
- Cash advances
- Weapons and ammunition
- Alcoholic beverages
- Capital Equipment (any 1 item over $5,000 limit per city Policy) coded to 8000 object code series.

- Invoices for supplies, goods, and services from vendors that have been set up through accounts payable and may require 1099 at the end of the year.
- Unauthorized computer equipment including all printers, cell phones, tablets, laptop computers, computer memory, external hard drives, or software of any kind that is licensed or requires installation by the IT department. Purchases of this nature, that have been previously approved by the IT Division, may be made by credit card but should be coordinated through that division ahead of time.

Misuse of card. Under no circumstances is a cardholder permitted to use the city credit card for personal purchases. Personal purchases are defined as the purchase of goods or services intended for non-work-related use or for uses other than official City business. Cardholders that unintentionally violate this rule shall notify the finance division, complete the required documentation, and reimburse the City immediately.

Cardholders who consistently violate the prohibited purchases section of the credit card policy intentionally or unintentionally shall be subject to disciplinary action, up to and including losing credit card privileges and other appropriate measures.

- ~~All purchases must abide by the City Purchasing Guidelines;~~
- ~~May be used to charge budgeted services, supplies and equipment;~~
- ~~May be used for the purchase of gas, oil, and supplies for City vehicles;~~
- ~~May be used to charge conference/seminar registration, airline, lodging, and car rental costs for the City Council, City Manager, or other City employees;~~
- ~~May not be used for personal benefit or personal use;~~
- ~~May not be issued to any elected members; and~~
- ~~Must be returned to the City upon termination or resignation prior to receiving their last paycheck.~~

6~~5~~. Reconciliation

At the end of each credit card statement cycle, the Finance Division will forward the credit card statement and expense reconciliation form to all cardholders and their appointed staff. C~~c~~ardholders must provide to the Finance Division a reconciliation of their credit card charges, including all original receipts and signature approval by their Department Director.

- Itemized receipts required -Every purchase must have a detailed itemized receipt. A credit card signature slip with only the amount charged is not considered sufficient documentation. Business meal receipts must also include the name(s) of the person(s) attending and the business objective.
- Sales tax -The city is obligated to pay sales tax on all eligible (tangible property) purchases. Items purchased online using a credit card for which the city does not pay sales tax must be tracked and reported to the finance division on a quarterly basis.
- Missing Receipt- In the event of a missing receipt, the cardholder must attempt to obtain a duplicate copy from the vendor. If a duplicate copy cannot be obtained, a memo with the

director's signature documenting the nature of the charge should be submitted in place of the missing receipt.

- Credits- If the cardholder returns merchandise a credit should be issued to the cardholder's credit card and a credit receipt must be obtained. Under no circumstances should a cardholder receive cash or a credit voucher.
- Disputes-A cardholder should attempt to resolve a dispute or billing error directly with the vendor. If the vendor agrees to issue a credit, the cardholder must ensure that the credit for the reported disputed item(s) or billing error appears on the current or subsequent credit card statement cycle. Examples of transactions that should be disputed include:
    - Unauthorized charges
    - Differences between the amount authorized and the amount charged.
    - Duplicate charges
    - Failure to receive goods.
    - Returned goods that were not credited.
- Fraudulent Charges- If a cardholder determines possible fraudulent charges on their card, they must promptly notify the ~~City Manager's office~~credit card coordinator. The authorized individuals will report the fraudulent incident(s) to the credit card issuer. The card may be canceled, and a new card and number may be issued to the cardholder.

P. RIDESHARE POLICY

The City of Redlands developed a rideshare program in an effort to reduce the number of vehicles used for employee commutes to and from work. Reducing vehicle trips and mileage positively effects our air quality and traffic congestion.

Rideshare ~~is any method of commuting to and from work other than driving alone. It~~ includes carpool, vanpool, riding public transportation such as the bus or train,~~the~~ ~~bus,~~ walking, cycling, and telecommuting. "Carpool" shall mean two or more City employees sharing a ride to and from a City facility.
Rideshare shall also include commuting in a vehicle recognized by the State of California as being allowed access to high-occupancy vehicle (HOV) lanes. ~~"Carpool" shall mean two or more City employees sharing a ride to and from a City facility.~~
Employees utilizing this form of rideshare must provide proof of eligibility as requested by the Program Coordinator.

1. **Provisions**
    - Participation in the City Rideshare Program is voluntary.
    - This program is an honor system program. Once a participation form has been verified and approved, the Program Coordinator shall rely on the employee and ~~his/her~~their supervisor to accurately report all rideshare days on the employee's time sheet. The

Program Coordinator shall monitor, and audit rideshare reporting to ensure accuracy and compliance with program rules.

- Enrollment shall be approved and processed by the Program Coordinator in order to receive rideshare benefits. All changes in participation shall be approved and updated by the Program Coordinator prior to recording and compensation on the time sheet.
- Employees commuting in a City-provided and/or assigned vehicle are not eligible for rideshare incentives.
- ~~Employees commuting in a City-provided van shall select one "park and ride" location central to all riders in the vanpool. All employees shall assist with van driving, fueling and cleanliness.~~
- ~~If ridership in a vanpool decreases, the Program Coordinator may reallocate the City van to accommodate a greater number of employees.~~
- Reporting rideshare days on a timesheet is no different from reporting any other type of regular work hours or utilization of leave balances. Any false information reported on a timesheet for rideshare hours shall be treated in the same manner as any other falsification reported on a time sheet.
- Failure to accurately record rideshare credit and use may result in the loss of rideshare privileges. In addition, intentional abuse of rideshare program rules and reporting requirements may result in disciplinary action up to and including, termination.
- In order to be eligible for rideshare incentives, carpooling employees shall:
- Rideshare to and from work for the workday in which incentives are being claimed;
- Rideshare with another City employee;
- The final destination of the carpool vehicle shall be a City facility for the commute to work, and the final destination of the carpool vehicle for the commute from work shall be a designated "park and ride" site or the ridesharing employee's home. An employee's home may be designated as a rideshare site with approval by the Program Coordinator.
- The total number of miles traveled by the carpool vehicle shall not exceed the total number of miles that would have been traveled had the employees commuted separately.

2. Incentives

Employees will be eligible for incentives as determined by the City.
~~Employees on designated routes may choose to commute in a City run vanpool. These routes shall be designated by the Program Coordinator and shall be based on the number of employees residing in a given area.~~
Employees who rideshare a designated number of times per quarter shall be eligible for quarterly and/or annual drawings for additional incentives.

3. Required Forms

All employees who wish to participate in this program and claim incentives shall complete the required forms with the ~~Office~~ Division of Human Resources.

Q. RECEIPT OF GIFTS

The City of Redlands recognizes that gifts or entertainment to employees may be viewed by the public as intending to influence judgment and could possibly cause an employee to be placed in a compromising situation. Therefore, it is the policy of the City to prohibit acceptance of gifts by City employees. While common sense on the part of employees regarding the acceptance of gifts is the most realistic control, it is helpful to have some specific guidelines to follow which interpret the City's policy. The guidelines listed below are supplemental and in addition to the requirements of the Political Reform Act.

1. Donation of Gifts

Gifts that are consumable or useable on the work premises should be returned to the donor in the spirit in which they were given with a thank you and explanation of why the employee cannot accept the gift as detailed in this policy. If it is not feasible to personally return the gift at the time it is given, the recipient employee may accept the gift upon the condition that the gift shall be donated to a bonafide charitable organization by the employee. Examples of items which fall under this category include plants, candy, baked goods and similar items. An employee who accepts a gift for subsequent donation must complete a gift receipt form within 15 working days. The form identifies the gift, its value, the date received, the donor, and the charitable organization to which the gift was donated by the employee. For gifts which are accepted on the condition that they will subsequently be donated to a charitable organization, the employee should keep one copy, and forward one copy, of the form to the City Manager's Office for recording to ensure consistency for reporting purposes.

2. Return of Gifts

All alcoholic beverages and other gifts which are not consumable or useable on work premises shall not be accepted and shall be returned to the donor in the spirit in which they were given. If the employee is given a prohibited gift, the employee should respectfully give the gift back with a thank you and an explanation of why the employee cannot accept the gift as detailed in this Policy. If it is not feasible to personally return the gift at the time it is given, the recipient employee shall send the gift back to the donor with a note explaining why it is being returned.

3. Exclusions

This Policy does not pertain to meals or events, although disclosure requirements under the Political Reform Act will still apply. Nor does this Policy prohibit an employee from accepting gifts that are consumable or useable on the work premises, as authorized by the City Manager or ~~his/her~~their designee, from the City or from another employee in recognition of exemplary service or performance of duties.

R. DRUG AND ALCHOHOL ABUSE

The City of Redlands, its employees and their representatives, and prospective employees have a vital interest in maintaining safe, healthy~~ful~~, and efficient working conditions. Being under the influence of

drugs or alcohol on the job may pose serious safety and health risk, not only to the user, but to co-workers and the public.

1. Definitions

a. Alcohol is defined as any alcoholic beverage or substance, including any medication or food containing alcohol such that it is present in the body at a level in excess of that stated in the guidelines by the Department of Transportation.

b. Drugs or controlled substances are defined as any substance which impairs an employee's ability to perform job duties, poses a threat to the safety of the employee or others and their property, or otherwise creates a risk of harm to the City.

~~b.~~c. Tetrahydrocannabinol (THC) is defined as the chemical compound in cannabis that can indicate impairment and cause psychoactive effects.

~~c.~~d. Safety-Sensitive Employee is defined as an employee who holds a commercial driver's license and who operates a commercial motor vehicle, on a full-time, part-time or intermittent basis.

~~d.~~e. Commercial Drivers' License is defined as a Class A or Class B vehicle license.

~~e.~~f. Reasonable Suspicion is defined as objective facts sufficient to lead a reasonably prudent manager or supervisor to suspect that an employee is under the influence of alcohol and/or drugs so that the employee's ability to perform ~~his/her~~their job functions is impaired or so that the employee's ability to perform ~~his/her~~their job safely is reduced.

~~f.~~g. Substance Abuse Professional is defined as a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of clinical experience in the diagnosis and treatment of alcohol and substance abuse.

~~g.~~h. City Property – any facilities that are owned and/or operated by the City of Redlands.

2. Provisions

This policy applies to all City employees and prospective employees, hereinafter referred to collectively as "employees." Where indicated, some of the policies apply only to safety-sensitive employees. Employees who violate this policy may be subject to disciplinary action, up to and including termination.

3. Prohibitions:

All employees are prohibited from:

a. Reporting to work, including standby or call-back time, or performing any job duties while their ability to perform job duties are impaired due to on or off-duty alcohol or drug use;
b. Possessing, manufacturing, or using alcohol or impairing drugs, including prescription drugs without a prescription, during working hours, on breaks, during meal periods or at any time while on City property;
c. Directly or through a third party selling, manufacturing, or providing drugs or alcohol to any person, including any employee, while either or both employees are on duty, or on City property;
d. Failing to notify ~~his/her~~their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of ~~his/her~~their duties or operation of City vehicles or equipment;
e. Failing to provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name;
f. Refusing to immediately submit to any aspect of an alcohol, drug, or controlled substance test required by this Policy, or any tampering, obstruction of or interference with testing procedures;
g. Consuming alcohol, drugs, or controlled substances during the eight hours immediately following an accident in which the employee was involved, or until the employee undergoes a post-accident alcohol or drug test, whichever comes first;
h. Refusing to submit to a search of personal properties when directed by the City, upon reasonable suspicion and in accordance with the Public Safety Officers Procedural Bill of Rights, The Firefighters Bill of Rights and any other applicable laws.
i. Refusing to notify the City of any criminal drug statute conviction, in accordance with the Drug-Free Workplace Act of 1988, of a violation that occurred in the workplace no later than five days after such conviction;
j. Purchasing drugs, excluding prescription and over the counter, and/or alcoholic beverages while in a City uniform or while driving a City vehicle; and

~~k.~~ Employees shall report any violations of this policy by a City employee to a supervisor, Department Director or ~~Office~~Division of Human Resources. Such reports shall be confidential with no reprisals.

4. Off Duty Cannabis Use

The Fair Employment and Housing Act (FEHA) AB 2188, and Section 12954 of the Government Code, makes it unlawful for an employer to adverse action against an individual in hiring, termination or any term or condition of employment, or otherwise penalize a person based on their recreational

cannabis use outside of work, except for scientifically valid preemployment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids.

AB2188 notes that THC, the chemical compound most commonly associated with cannabis' psychoactive and intoxicating effects, remains stored in the body as a non-psychoactive cannabis metabolite well after a period of impairment. CBD (cannabidiol) products are non-intoxicating and are considered non-psychoactive cannabis metabolites.

Although the regulations prohibit employment decisions based upon the presence of non-psychoactive cannabis metabolites in a drug screen, it does not prohibit an employer from discriminating in hiring, or any term or condition of employment, or otherwise penalizing a person based on scientifically valid preemployment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites.

In addition, employees and applicants in positions requiring a federal background investigation or clearance and employees in the building and construction trades are exempt from this bill. The City continues its obligation to maintain a drug and alcohol-free workplace. Employees do not have the right to possess, use, or be impaired by cannabis on the job.

This law does not preempt state or federal laws requiring applicants and employees to be tested for controlled substances, or requiring a specific method of testing as a condition of employment, or as a condition of receiving federal funding or federal licensing-related benefits or entering into a federal contract.

~~4.~~5. Alcohol and Drug Testing

In carrying out and enforcing this policy, the City may require the following types of testing:

a. Pre-employment Testing. Following a written~~n~~ offer of employment, the City will require all ~~applicants~~ candidates to submit to a test for alcohol and illegal drug use as a condition of employment. Any applicant who refuses to provide consent for this test, or who receives a verified positive result will be disqualified from City employment.

~~b.~~ Reasonable Suspicion Testing and Search. If a manager or supervisor reasonably suspects that an employee is under the influence of alcohol, drugs or controlled substances while performing ~~his/her~~their job duties or operating City equipment, an employee may be required to submit to an alcohol and/or drug test. Observation shall be based on indicators. Examples of indicators which can form a reasonable suspicion that an employee is under

the influence of alcohol, drugs, or controlled substances include, but not limited to, direct observation of the following:~~: changes in appearance, smell, speech, involvement in an accident, difficulty walking, clumsiness, dilated pupils, watery and/or red eyes, or suspicious movement or actions of the employee.~~

b.

- Changes in appearance or odors (smell of alcohol, body odor, or urine)
- Suspicious movements (unsteady, fidgety, dizzy, clumsiness)
- Eyes (dilated, constricted or watery, or involuntary eye movements)
- Face (flushed, sweating, confused, or blank look)
- Emotions (argumentative, agitated, irritated, drowsy)
- Actions (yawning, twitching)
- Inactions (sleeping, unconscious, no reaction to questions)

Steps to take when there is reasonable suspicion:

- If the employee is working around machinery or heavy equipment or is in any other type of safety-sensitive job or is acting out in a way that appears to be a safety concern for the employee or others, remove the employee from the area and ask them to wait in a conference room or an office.
- The observer should document their observations, including any abnormal behaviors. The observer should be as specific as possible in their descriptions but not attempt to diagnose the situation.
- Notify the ~~Office~~Division of Human Resources and the Department Director. Human Resources staff shall assess what is known and observed after meeting with the employee. If reasonable suspicion is warranted the employee may be required to submit to an alcohol and/or drug test.
- The ~~Office~~Division of Human Resources shall meet with the employee and clearly explain what has been observed and documented and that the employee will be sent for a drug and alcohol test. An employee's refusal to submit to such a test is cause for discipline, up to and including termination.
- Employee will be sent home while the ~~Office~~Division of Human Resources waits for test results.

~~i. Notify the HR Director, or if the HR Director is not available, a Department Director. Upon approval by the City Manager, or his/her~~~~their~~ ~~designee, the employee may be required to submit to an alcohol and/or drug test. An employee's refusal to submit to such a test is cause for discipline, up to and including termination; and~~

~~ii. Document in writing the facts constituting reasonable belief that the employee in question is under the influence of drugs or alcohol.~~

Moreover, the City reserves the authority to search, without employee consent, and subject to Section 3309 of the Public Safety Officers Procedural Bill of Rights where applicable, all areas of City property.

~~5.~~6. Post-Accident Testing

All employees involved in a vehicle collision may be required to be drug and alcohol tested following a vehicle collision while on City business. Not only may the operator of any vehicle involved be tested, but so may any other employee whose performance may have contributed to the accident, such as the employee who maintains the vehicle or work-site where the accident occurred.

For commercial drivers, post-accident controlled testing, pursuant to this policy, must occur under the following circumstances:

a. A fatality or serious injury;
b. If the driver received a citation under the State of local law for a moving traffic violation;
c. Bodily injury to any person, as a result of the injury, receives immediate treatment away from the scene; or
d. One or more motor vehicles incur disabling damage as a result of the occurrence and such vehicle(s) are towed away from the scene.

If required, drug testing shall occur as soon as practical, but no later than 32 hours after the accident. If the controlled substances test cannot be performed within this time period, the reason shall be documented.

If required, alcohol testing shall occur within two (2) hours of the accident. If the alcohol test cannot be performed within this time period, the reason shall be documented. In no case shall an alcohol test be administered later than eight (8) hours past the time of the accident and the reason for the delay shall be documented. Refusal by an employee will be treated as a positive test result and will result in discipline, up to and including termination.

~~6.~~7. Random Testing

All City employees in Safety-Sensitive positions will be subject to random alcohol and drug testing. Depending on the random selection, some employees may be tested more than once a year, while other are not tested at all.

~~7.~~8. Testing Procedures

a. Testing administrators. The drug or alcohol testing of applicants or employees shall be performed only by a laboratory, a physician or health care professional qualified and authorized to administer and determine the meaning of any test results;

b. Once a reasonable suspicion determination is made the employee shall be transported to the medical facility for testing. After testing the employee shall be transported home. Under no circumstances shall the employee operate a motor vehicle;
c. Random testing will be completed on City property. Employees will be transported to the City location, designated by Human Resources, by their manager;
d. The ~~Office~~Division of Human Resources shall inform the medical facility when supervisors are transporting an employee for a drug and/or alcohol test and the approximate time of arrival.

~~8.~~9. Consequences of Failing an Alcohol and/or Drug Screen

An employee whose alcohol test indicates an alcohol concentration level of 0.02% or greater will be removed from ~~his/her~~their duties and will be subject to disciplinary action, up to and including termination. The employee will also be given information to contact a Substance Abuse Professional (SAP).

The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substances abuse. Assessment by an SAP does not shield an employee from disciplinary action or termination.

If an employee is allowed to return to duty following a positive test result, he/she must follow the rehabilitation program prescribed by the SAP, pass return-to-duty drug and alcohol tests, and are subject to unannounced follow-up tests for a period of one (1) to five (5) years. The cost of any treatment or rehabilitation services will be the responsibility of the employee. Employees will be required to use all accruals prior to taking unpaid leave time while participating in the prescribed rehabilitation program and or any suspension that may result due to a positive test.

Employees who are allowed to re-enter the workforce must agree to a re-entry contract. That contract may include, but is not limited to:

- A release to work statement from an approved Substance Abuse Professional (SAP);
- A negative test result for~~rom~~ drugs and/~~-~~or alcohol;
- An agreement to unannounced frequent follow-up testing, as recommended by the SAP;
- A statement of expected work-related behaviors; and
- An agreement to follow specified after-care requirements with the understanding that any violation of the re-entry contract is grounds for termination.

After the City has complied with any legal obligation to reasonably accommodate an employee's protected disability, if any, the City may terminate an employee who is unable to perform the essential functions of the job.

S. SMOKING

The City is committed to providing a ~~healthful~~healthy and safe working environment for employees. To maintain this commitment, the City prohibits smoking, including electronic cigarettes, and the use of smokeless tobacco products:

- In areas where fire and/or safety hazards exist;
- As prohibited by law;
- Inside any enclosed facilities that are owned and/or operated by the City of Redlands;
- In City-owned, leased and/or rented vehicles; and
- Within 20 feet of any enclosed facilities that are owned and/or operated by the City of Redlands.

~~City~~The City Council adopted Chapter 8.54 of the Redlands Municipal Code, regulating smoking in public places and places of employment. This policy is consistent with the City's smoking prohibitions and the California Labor Code governing smoking in the workplace.

1. Definitions

- Smoking includes smoking cigarettes, electronic cigarettes, pipes, cigars, all tobacco products and weed or plants of any kind;
- Smokeless Tobacco Products ~~includes~~include chewing tobacco, snuff or oral snuff.

2. Provisions

All employees, officials, volunteers and visitors shall be subject to prohibition of smoking and the use of smokeless tobacco products.

Employees who smoke and/or use smokeless tobacco products shall not exceed the number of breaks allotted for each break as defined in appropriate MOU and/or applicable state and/or federal law.

T. OFF-DUTY CONDUCT

1. General Considerations

Full-time employees are expected to devote their full time to assigned duties as a City employee. An employee shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with City job duties, functions or responsibilities, nor shall an employee engage in any outside activity which will directly or indirectly contribute to the lessening of effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these Rules, MOU or by law.

2. Outside Employment

Employees who hold or wish to hold jobs outside their normal City employment must complete a Request to Engage in Outside Employment Authorization Form with all required signatures and submit the form to their Department Director. Any outside employment will not be permitted if it conflicts in any manner with the employee's duties and responsibilities ~~with~~to the City or is prohibited by law. Each authorization is valid for one year or as indicated on the authorization form.

3. Prohibited Off-Duty Conduct

Employees may not engage in any employment or activities that create a conflict of interest, is unethical, or otherwise interferes with their City employment. In making a determination as to whether an activity creates a conflict or ethical question, the appointing authority shall consider, among other pertinent factors, whether the activity involves:

a. Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act that the employee would be required or expected to render in the regular course of City employment;
b. The performance of an act or work which may later be directly or indirectly subject to the control, inspection, review, audit or enforcement by such employee or other City employees;
c. Conditions or factors which might directly or indirectly lessen the efficiency of the employee in regular City employment or conditions in which there is a substantial danger of injury or illness to the employee;
d. The use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or information obtained through one's city office or employment. No city-owned facilities, equipment or supplies, including autos, trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the City shall be used by an employee for personal or non-City business reasons except upon approval of the City Manager;
e. The solicitation of future employment with a firm or individual doing business with the city over which the employee has some control or influence in the course of performing official duties.

VII. INFORMATION TECHNOLOGY

A. COMPUTER AND ELECTRONIC COMMUNICATIONS

The Computer and Electronic Communications Policy ("policy") outlines the policies and guidelines that must be followed at all times to minimize business risks and maximize the benefits of the use of computing and electronic communications resources owned, leased, or controlled by the City of Redlands. Acceptable use standards form a critical component of enterprise security. This policy establishes standards for the acceptable use of the electronic communications systems of the City.

1. **Scope**

The City owns, has a property interest in, and has a right to specify the use of:

- All information processing and communications resources used to conduct its business, including hardware, computers, laptops, fax machines, telephones, cellular phones, smart phones, tablets, printers, copiers, storage media and all other hardware; and non-physical resources, such as: software, applications, online accounts, email, texts, pings, Internet/Intranet/Extranet access, storage media, network accounts, voice mail and instant messaging files other messages and all other non-physical assets used or stored in its offices and facilities; and,
- All such information processing and communications resources employed in its business that are connected to or able to be connected to its facilities from locations outside of the City's premises, including personal information processing hosted services, and communications equipment and/or software owned or leased by the City or supplied by the City to City personnel for their use.

All such resources are collectively referred to in this policy as "computing and electronic communications resources" or "resources." ~~All other all~~All data processing hardware, software, licenses, and any other physical equipment, electronic accounts, applications, and/or appurtenances required to transact City business electronically not expressly mentioned above also constitute the computing and electronic communications resources at City facilities.

2. **Usage Rules**

a. Ownership
The City of Redlands owns, leases and has the right to specify the use of all computers and electronic communications resources. No employee has any property interest in the City's electronic communications resources. Examples of electronic communications resources are given in the Computer and Electronic Communications section of the policy. No user should have an expectation of privacy in the use of any city computing and electronic communications resource. The City of Redlands reserves the right to audit networks and systems as necessary to ensure compliance with this policy.

b. Authorized Users
Employees, interns, volunteers, agency temporary workers, consultants, vendors, and all other individuals (collectively referred to as "user" or "users") conducting business on behalf of the City of Redlands are eligible to use computing and electronic communications resources but may do so only in accordance with this policy.

c. Acceptable Use
During an employee's designated working hours or working schedule, Authorized Users may only use City-owned or authorized non-City-owned computers and/or electronic communications resources to conduct City business. Examples of legitimate City business use are:

- Performing essential job functions;

- Participating in job-related conferences and discussions or collaborating via resources such as web sites, newsgroups, chats, and bulletin boards;
- Performing research, obtaining information or support, or pursuing approved job-related education;
- Promoting and communicating city business or related information.

Usage must also comply with any and all other terms established by the Personnel Rules and Regulations;

Employees requiring remote access to City systems and data will be given access using a virtual private network (VPN) established by the City's ~~Department of Innovation and Technology~~~~Information Technology~~ Division of Innovation and Technology.

VPN connections will only be installed after written authorization from the employee's Department Director and approval by the ~~Office~~Division of Human Resources and only on City-owned computing equipment. No requests to use personal devices will be granted.

d. Personal Use

The City understands that personal use of certain resources (i.e., cell phones, smart phones) is anticipated to varying extents, however such personal use must adhere to the terms contained in this policy. Employees are responsible for exercising good judgment regarding the reasonableness of personal use.

The City's computing and electronic communications resources are an asset that must be used primarily for legitimate City business purposes. Significant investments have been made and are expended to provide these resources to users for conducting City business. Personal use is not forbidden, but such use:

- Must be limited to non-working hours,
- The exception to this rule is if a mobile phone is assigned to an employee and that employee authorizes a payroll deduction for their personal use. The extent of use depends upon features selected and is clarified by the City Cell Phone Program/Device Acknowledgment Receipt required for all mobile phones assigned to users.
- Must not affect work performance and normal business activities.
- Must not directly or indirectly interfere with the City's operation of computer systems and electronic communications resources or the securing thereof.
- Must not compromise the physical security or reputation of the City.
- Must not burden the City with noticeable costs, or excessively drain network resources (i.e., bandwidth).
- Must not violate any provision of this policy, any other City policy, practice, resolution, ordinance, or any other legal requirement.

- Personal use is not permissible if the use requires substantial expenditures of time, uses for profit or uses that would otherwise violate City policy with regard to employee time commitments or use of City equipment.

e. Account Ownership
The safety and security of the City's computer system must be considered at all times when using computers or electronic communications resources. Authorized users are responsible for their own computer network and software accounts. Authorized users are prohibited from providing their account and password information to any unauthorized person, and from obtaining another user's password by any unauthorized means. Management shall not require or keep lists of user-names or passwords. Please reference the City of Redlands Password Policy for further clarification.

f. Proprietary or Confidential Information
If a user employs City of Redlands computer or electronic communications resources to subscribe or make postings to any Internet newsgroup, social networking site, public forum, blog or mailing list he or she shall not discuss or disclose proprietary or confidential information in any of those places, nor shall he or she disseminate such information through any other means.

g. Disclaimers
If a user employs City of Redlands computers or electronic communications resources to subscribe or make postings to any Internet newsgroup, social networking site, public forum, blog or mailing list he or she must include a disclaimer stating that views expressed are strictly their own and not necessarily those of the City, unless otherwise authorized.

3. Prohibited Activities

The following uses of the City of Redlands' computing and electronic communication resources are strictly prohibited (certain exceptions may be permitted for ~~police personnel~~legitimate job duties with approval of a supervisor):

a. Sending, receiving, downloading, displaying, printing, or otherwise disseminating material that is sexually explicit, profane, obscene, harassing, discriminatory, fraudulent, racially offensive, defamatory or otherwise unlawful or contrary to City policy.
b. Sending, receiving, downloading, displaying, printing or otherwise disseminating confidential information, documents or materials that are not authorized for dissemination.
c. Misrepresenting an individual's opinion as City policy or the City's position.
d. Disseminating or storing commercial or personal advertisements, solicitations, promotions, political information or any other unauthorized material.

e. Promoting private enterprise of any kind or for solicitations unrelated to City business.

f. Wasting computing and electronic communication resources by, among other things, sending mass mailings or chain letters, forwarding unauthorized attachments, unnecessary printing of email messages, excessive personal use or otherwise creating unnecessary network traffic.

g. Sending or forwarding email with attachments known or suspected to contain malicious software code, e.g., viruses and worms.

h. Sending unsolicited email messages, e.g., spam.

i. Employing a false identity (the name or electronic identification of another) or forging or attempting to forge any portion of email or instant messages. Authorized users may not send email anonymously, e.g., when the sender's name or electronic identification is hidden.

j. Sending email messages using another person's email account.

k. Downloading files and/or software that contain malicious software code and may contaminate City information systems and databases.

l. Using work time to access non-work related information or to "surf" the Internet.

m. Accessing the Internet through an anonymous proxy server or engaging in any activity that attempts to conceal web surfing or otherwise conceals actions that are prohibited by this policy.

n. Copying, installing, or using any software or data files that are in violation of applicable copyrights or license agreements.

o. Copying, installing, or using any software or data files that are not authorized for use by the City.

p. Use of electronic communications resources by any person who is not an authorized user.

q. Engaging in any activity that is illegal under local, state, federal, or international law while utilizing City-owned resources.

r. Revealing your network passwords to others or allowing use of your account by others.

~~p.~~s. Storing excessive amounts of personal data (music, video files, photos, etc.) on any City-owned device.

4. Monitoring, Auditing and Access

The City retains the right to monitor and audit all use of its computing and electronic communications resources, regardless of where such use is initiated. Additionally, the City retains the right to access all data, files and messages stored on, or processed through, its systems. Although the use of passwords and other forms of security are provided for

confidentiality, no employee should expect, nor do they have any personal right of privacy with respect to any file or message contained within or processed through the City's computing and electronic communications resources.

This policy distinguishes between access and monitoring. Access involves opening and reviewing the content of files. Monitoring focuses on traffic patterns, general and individual levels of usage, file subjects and types, file origins and destinations, and network efficiency and security. Without providing prior notice, the City reserves the right to review any material created, stored, sent, or received in its computer systems.

a. Purposes

- Computing and electronic communications resources may be monitored and audited, and computer files may be accessed, by authorized personnel for a number of purposes including:
- Maintaining and protecting the resources for the benefit of City compliance with law.
- Undertaking the professional and statutory obligations of the City,
- Ascertaining and helping to ensure compliance with City policies,
- Ensuring the proper operation of the resources, and
- Investigating suspicious circumstances.

Monitoring is used only to obtain information that is relevant to the workplace and is not used to obtain confidential personal information about employees. The City may engage in monitoring of electronic communications resources or other electronic files created by employees only in specific instances in which it has a legitimate business interest for such monitoring or some legal obligation to do so. In such cases, the City shall limit monitoring to actions reasonably required under the circumstances.

b. Surveillance Software

The City may use system software and software utilities, collectively, "surveillance software," to log, analyze and document use of the resources. Supervisors may receive reports generated by such software. ~~The s~~Surveillance software may also be applied to transmissions from the City network between remote locations and from portable devices.

c. Telephone Conversations

In compliance with federal law, audio or video telephone conversations shall not be recorded or monitored without advising the participants unless a court has explicitly approved such monitoring or recording.

d. Monitoring of the Workplace

In order to promote the safety of employees, visitors, and the public in and around City facilities, as well as the security of such facilities, the City reserves the right to monitor any portion of these premises at any time. Monitoring devices may be positioned in appropriate places within and around City buildings and public areas.

Exceptions to this policy include private restrooms, showers and dressing rooms.

e. Litigation Hold Notice
The City has established a procedure for the Notice of Mandatory Preservation of all documents, records, email, and electronic data. As a part of this process, users are to preserve and safeguard, and must not alter, delete, destroy, or discard any electronic documents or data in his or her possession related to such a notice. Certain instances of such a notice may require access to user files relating to the notice for the relevant time period.

f. Employee Location Monitoring
The City reserves the right to monitor the location of City equipment. Locations may be determined within City buildings and along City streets. City-owned vehicles and equipment may be equipped with GPS or similar technology at any time.

Such monitoring technologies assist in maintaining productivity and providing an additionally secure and safe workplace. The City will ensure all location monitoring is for business-related purposes only.

5.Email Acceptable use Policy

This policy outlines the guidelines and responsibilities ~~for guidelines and responsibilities~~ for City employees regarding email use and cybersecurity practices to protect sensitive information and maintain the security and integrity of the City's networks and data.

The City of Redlands' email system is intended to be used as a method of communication for the sending and receiving of correspondence. To the extent that any correspondence including email may, in and of itself, contain information relating to the conduct of the public's business, such correspondence is subject to retention as a Public Record and must comply with the City's Records Retention Schedule. For this reason, the City's email system will retain all communications system-wide for a period of two years by default, which is consistent with Government Code Section 34090.

The purpose of this policy is to:

a. Ensure the secure and responsible use of City email systems.
b. Educate government employees on recognizing and preventing phishing attacks.
c. Mitigate the risks associated with email-based security threats.

Email Use Guidelines

a. Authorized Use

- City email accounts should be used for official City business only. Personal use of City email accounts ~~is prohibited~~should be limited and in compliance with Section 1.2-D.

b. Privacy

- Employees should have no expectation of privacy in their use of City email systems. All email communications may be monitored and reviewed for security, compliance, and legal purposes.

c. Data Classification

- Employees must adhere to data classification policies when sending sensitive or classified information via email. Encrypt sensitive information when sending it via email if required by policy or regulation.

d. Email Attachments

- Only open attachments from known and trusted sources. If an attachment appears suspicious, do not open it, and report it to the ~~Department~~ Division of Information Technology.

e. Citywide Distribution Lists

- The email system is capable of simultaneously sending messages to every member of City staff. City staff should never send messages citywide unless there is a need to do so and the message contents have been reviewed and authorized by a supervisor. The Division of Innovation & Technology will restrict user access to such email distribution lists pending one-time authorizations from supervisors.
- ~~City staff should never send messages citywide unless the need to do so and the message contents have been reviewed and authorized by a supervisor.~~

f. Phishing Prevention

- Recognizing Phishing
  - Employees must be vigilant in recognizing phishing attempts. Phishing emails often exhibit the following characteristics:
  - Unknown sender or suspicious sender address.
  - Unexpected or unsolicited attachments or links.
  - Urgent or threatening language.
  - Requests for sensitive information, such as passwords or Social Security numbers.

~~a.~~g. Report Phishing

- If an employee receives an email they suspect to be a phishing attempt, they must:
  - Not click on any links or download any attachments.
  - Immediately report the email to the ~~Department~~ Division of Information and Technology
  - Delete the suspicious email.

h. Training and Awareness

~~b.~~• Regular training and awareness programs will be conducted to educate employees about the risks of phishing and how to identify and respond to phishing emails.

6.**Generative Artificial Intelligence (AI) Acceptable Use Policy**

Generative AI is a technology that creates original content, such as images, videos, or text, without being explicitly programmed to do so. While still an emerging technology, it necessitates its own acceptable use policy because of the data transmission aspect. Examples of Generative AI technologies include: ChatGPT, DALL-E and various other platforms.

The City recognizes the opportunity for a controlled and responsible approach that acknowledges the benefits to efficiency while minimizing the risks around AI bias, privacy, and cybersecurity.

The purpose of this policy is to ensure that City employees use AI technologies in a manner that promotes transparency, fairness, and respect for individual privacy, while also maximizing the benefits AI can provide in City operations.

The policy applies to all government employees, contractors, and third-party users granted access to City systems or utilizing Generative AI tools while representing the government and during the course of their official duties. It covers the use of Generative AI in all forms, including but not limited to machine learning, natural language processing, ~~-~~and computer vision.

a. Policy Guidelines:

- **Ethical Use:** City employees must use Generative AI technologies in a manner that upholds ethical standards. AI should not be used for any purpose that is illegal, discriminatory, or unethical.
- **Transparency:** When utilizing Generative AI for decision-making processes, employees must ensure that the rationale and basis for AI-generated outcomes are transparent and understandable.
- **Data Privacy and Security:** ~~Protect sensitive and confidential information. Ensure that AI systems handling personal or sensitive data comply with applicable data protection laws and regulations.~~
  - Users are responsible for safeguarding confidential, sensitive, and personal data when using AI platforms and generative AI tools. Compliance with data protection and privacy regulations is mandatory.
  - Staff must never provide organization-specific names, personally identifiable information, information protected by the Health Insurance Portability and

Accountability Act (HIPPA), crime data, locations, etc. when using Generative AI.

- Privacy-first: Only provide information to Generative AI tools that are~~is~~ suitable for public disclosure. This includes any text, photos, videos, or voice recordings you share with the Generative AI platform.
- Be mindful that Generative AI output may include unexpected results. Never share Generative AI output with the public until and unless it has been reviewed, edited and finalized by staff.

- **Bias Mitigation:** Be aware of the potential for bias in Generative AI systems and take steps to mitigate and address any biases that may arise. Ensure fairness in Generative AI decision-making.
- **Accuracy and Accountability:** Validate the accuracy of Generative AI-generated results and take responsibility for decisions based on AI ~~recommendations~~output. Human judgement should always be a part of the decision-making process.
- ~~**Security: Safeguard AI systems and data from unauthorized access, disclosure, or tampering. Use strong passwords and adhere to cybersecurity best practices.**~~
- **Compliance:** Comply with all relevant laws, regulations, and ~~government~~ City policies when using Generative AI technologies. Report any concerns or violations to the appropriate authorities.
- ~~**Third-party AI:**~~ When using third-party Generative AI services or tools, ensure they meet government security and privacy standards and obtain necessary approvals.
- **Transparency and Accountability:** Users should be transparent about the use of AI-generated content and clearly identify it as such, especially when interacting with the public.

b. Acceptable Uses:

- Generative AI may be used for research purposes, such as generating new ideas or prototypes
- Generative AI may be used for developing draft documents and content for further refinement and curation by City staff
- Generative AI may be used for artistic or creative purposes, such as drafting original content for educational or promotional purposes

- Generative AI may be used for training and development purposes
- City staff agree to use Generative AI for ideation and creative content generation, not as a replacement for human judgement

Use Case Examples

Do…	Do Not…
Ask ChatGPT to create draft interview questions for a position	Ask ChatGPT to evaluate the answers from specific candidates
Ask ChatGPT to draft a memo with specific content at a specific grade reading level	Ask ChatGPT to compose a reply to questions from another employee or member of the public
Ask ChatGPT for examples of a strategic plan at your type of organization	Ask ChatGPT to draft policies specifically for the City of Redlands that you will not later revise with feedback from appropriate stakeholders

c. Prohibited Uses:

The following actions are strictly prohibited when using AI platforms and generative AI tools:

i. Creating or sharing misleading, false, or deceptive content.

ii. Engaging in activities that violate laws, regulations, or the City's policies.

iii. Generating content that infringes upon copyright, trademark, or other intellectual property rights.

iv. Using AI tools for malicious purposes, such as phishing, hacking, or impersonation.

v. Generating content that is discriminatory, offensive, or harmful to individuals or groups

vi. Any use that jeopardizes the City's reputation or violates its values.

d. **Reporting Misuse:**

Users who suspect or observe the misuse of AI platforms or generative AI tools are encouraged to report such incidents to their supervisor or the Division of Innovation & Technology.

B. MOBILE DEVICE POLICY FOR CITY OWNED DEVICES

Both City-owned and personally-owned mobile devices present additional security challenges to protecting City information. The intent of this policy is to provide a framework and requirements for the use of mobile devices and to establish minimum security criteria for accessing City information assets from them.

This policy defines ~~The purpose of this policy is to define~~ accepted practices and responsibilities for use of City of Redlands-owned mobile devices and any personally-owned cell phone/device for which authorization is given to connect to enterprise systems and the city' network. This policy defines user eligibility and commitment requirements, provides guidance for the secure use of mobile devices. This policy applies~~d~~ to and provides guidelines for all mobile devices, including mobile phones, smart phones and tablets. This policy is intended to be used as a supplement to the Computer and Electronic Communications Policy.

~~The objective of the City's mobile device policy is to establish the required measures for using mobile devices owned or managed by the City to do business and to access enterprise information or IT resources.~~This policy is operationalized through~~–~~ ~~This policy is operationalized in~~ Mobile Device Management (MDM) software used by the ~~Department of Innovation and Technology~~Information Technology Division for the management and administration of mobile devices owned by the city. Software is installed prior to deployment.

~~Mobile devices are valuable tools used to conduct business. It is the policy of the City to protect and maintain user safety, security and privacy, while protecting enterprise information assets at the same time allowing employees to use these tools.~~ Use of mobile devices supplied by, or funded by, the City shall be primarily for City business.

1. Policy Application

This policy applies to all City of Redlands employees, interns, volunteers, temporary employees, and affiliates that are considered authorized users of the City's systems as defined in the Computer and Electronic Communications Policy. . The presence or absence of any stipend from the City to the owner of a personally-owned device does not affect the applicability of this policy. Personnel device use for access to City information systems, notably email, is available as a convenience to staff, and the City is not responsible for any costs incurred.

2. Definitions

- Tablet: a tablet is an open-face wireless device with a touch screen display and with or without physical keyboards. The primary use is the consumption of media; it also has messaging, scheduling, email, and Internet capabilities. Diagonal screen dimensions are typically between five (5) inches and eighteen (18) inches. Media tablets may have open-source operating systems (such as Android) or a closed operating system under the control of the operating system vendor and/or device make (such as Apple's iOS and Windows). Media tablets may or may not support an application store.
- Mobile Device: This refers to any mobile phone, cellular modem, Smartphone, laptop or tablet.
- Mobile Applications: This refers to software designed for any or all the mobile devices defined in this policy.

3. User Roles and Responsibilities

a. Responsibilities

- Users must ensure that they comply with all sections in this policy.
- Users must agree to take responsibility for the security of their mobile devices and the information they contain.
- Acceptable forms of security for mobile devices include: configuring a passcode to gain access to and use the device. This helps prevent unauthorized individuals from gaining access to the City's systems and data.
- ~~Set a~~An idle timeout that will automatically lock the device when not in use is required. This also helps prevent unauthorized individuals from gaining access to the device.
- Mobile devices are issued for business purposes and remain the property of the City.
- When the mobile phone, laptop or portable computing device is allocated, the user assumes responsibility for the physical security of the equipment and information contained within.
- Users are not permitted to authorize purchases or services for their mobile devices, unless such purchases are for City oriented purposes; or if for personal use, the purchases must be made from and linked to a private, non-city account.
- Users must notify The~~Department of Innovation and Technology~~ Division of Information Technology Division and their respective department immediately of loss, theft or damage to a City-owned mobile device.
- Users consent that if the device is lost/stolen the Division of ~~Department of Innovation and Technology~~Information Technology ~~Division~~ (~~DoITI~~DoIT) may wipe and completely erase all data from the mobile device so as to not jeopardize the security of City data and systems that are accessed from the device. This applies to all City-owned mobile devices, whether or not they are password and lockout protected.

b. Condition

Users must take proper care of their mobile device(s). Each device must be physically protected from loss, theft, and compromise.

c. Cost Control

Users should support efforts to manage device operation costs by ensuring that call minutes, text messages and data usage do not exceed usage plan limits.

When traveling abroad, users should avoid using mobile phones. If mobile phones are used abroad users should:

- Contact The~~Department of Innovation and Technology~~ Division of Information Technology ~~Division~~ prior to travel, if use of the device is essential during their trip.
- Exercise caution to avoid incurring excessive charges and roaming fees when using the mobile device.
- Connect to mobile data networks only when essential.
- Choose Wi-Fi hot spots as the preferred manner of connecting to data networks.
- Note: If you have a choice, select those hot spots that use some form of encryption. Be sure and set the location to "Public Network."
- When connected to public Wi-Fi hot spots, be cognizant of the fact that any data transferred can easily be intercepted by other Wi-Fi hotspot patrons.
- Use a soft phone or other voice over Internet Protocol (VoIP) solutions when possible.

d. Loss or Theft

It is the user's responsibility to take appropriate precautions to prevent damage to or loss/theft of the device.

If the device is lost, stolen or suspected to be compromised in any way, the user must notify the City's~~Department of Innovation and Technology~~ Division of Information Technology ~~Division~~ (DoIT)and the ~~any~~ carrier for telecom services within 12 hours. The ~~Department of Innovation and Technology~~ Division of Information Technology ~~Division~~ then has the authority to wipe the device so as to not jeopardize the security of City data and systems. The Redlands Police Department must be notified in cases of theft.

e. Applications and Downloads

Users must take all reasonable steps to protect against the installation of unlicensed or malicious applications.

All software on the device must either be provided and installed by The ~~Department of Innovation and Technology~~Division of Information Technology ~~Division~~ or approved for installation by the employee's supervisor. Unmanaged or unapproved installations can constitute a security risk, including the intentional or unintentional spreading of software viruses and other malicious software. If for personal use, as allowed under the Mobile Device Management software and Computer and Electronic Communications Policy, user will perform due diligence to verify downloads are not malicious in nature or would not otherwise expose the City's systems to a security risk.

Downloading applications from the platform's (e.g., Apple's, Android's) general application store is acceptable, insofar as the application complies with this policy, The ~~Department of Innovation and Technology~~Information Technology Division protocols and the Computer and Electronic Communications Policy.

Unless approved for work-related use, City procurement credit cards shall not be used for app store purchases nor entered into an app store account. In most cases, work-related apps will be provided under a volume purchase to City employees using an App Store Front for the City. Should a work-related app not be contained in the storefront, the user should contact The ~~Department of Innovation and Technology~~ Division of Information Technology ~~Division~~ to make the purchase.

f. Backup and File Sharing or Synchronization

Users are required to use approved software for backing up all devices.

The use of a non-City authorized cloud-based service, such as Apple iCloud, is not permitted for backing up or sharing any City data.

g. Functionality and Feature Management

The device operating system shall not be modified, unless required or recommended by the City. The use of devices that are jailbroken, "rooted" or have been subjected to any other method of changing built-in protections is not permitted and constitutes a breach of this policy.

At the City's request, users are responsible for delivering the mobile device to The ~~Department of Innovation and Technology~~Division of Information Technology ~~Division~~ if and when the device is selected for a physical security audit or is needed for purposes outlined in Section VII. 4 of the Computer and Electronic Communications Policy

h. User Safety

Users should comply with the safety guidelines defined in the City Employee Policy Manual when using mobile phones in their vehicles.

i. Security and Privacy Obligations for City Data

Users should recognize that their use of, or access to, data provided by or through the City may be monitored by the City. If personal information is stored on a City device, users should presume that that information may also be monitored, but every attempt will be made to compartmentalize personal data.

The City will only use mobile device location information in accordance with Section VII.4 of the Computer and Electronic Communications Policy.

Users must take appropriate precautions to prevent others from obtaining access to their mobile devices.

- Users should not share passwords, PINs or other credentials with anyone.
- Users should not share City-issued mobile devices with anyone, unless the department has explicitly intended those devices to be shared among multiple staff.

j. Requirements for Personally-Owned Mobile Devices

- Access to City information systems, including email, from a personal mobile device is provided as a convenience to staff. The City retains the right to deny mobile device access to City data information systems to individual staff, or all staff, with or without notice, and at its sole discretion.
- Any personally-owned device not in compliance with the policy may be denied from accessing City data and information resources.

- Any personally-owned device which has been used to access, store, or manipulate City data or information "relating to the conduct of the public's business" may be subject to disclosure pursuant to the California Public Records Act requests, subpoenas, court orders, litigation requests, or other actions against the City. It is the responsibility of the device owner to respond appropriately to any such action

j.k. Exit Obligations for Employees Taking Absence or Separating from the City

Any employee who will be taking leave from the City for a period of four (4) or more consecutive weeks shall be notified in writing from the HR Departmentby the OfficeDivision of Human Resources of the need to surrender to the City any and all City-owned mobile devices in their possession.

Any employee separating from the City permanently is responsible for surrendering any City-owned mobile device in their possession before the end of their last day of service to the City.

4. Prohibited Uses

Users are strictly prohibited from using the City of Redlands's information technology and electronic communications systems to transmit, receive, download, view or copy any communication that is fraudulent, harassing, discriminatory, racially offensive, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate. Employees encountering or receiving this type of material should immediately report the incident to the user's supervisor. The City of Redlands recognizes, however, that certain employees may have valid City business reason to use the Internet to access otherwise inappropriate materials in the course of performing their duties. The Mobile Device Management software used by the City may be used to track the use of prohibited content on mobile devices.

The City reserves the right to deploy industry standard Mobile Device Management (MDM) software for the express purpose of monitoring and managing city owned devices to ensure the integrity of the city's network and data resources.

5. Data and System Security

a. Data Security

All mobile devices connecting to the City's network or accessing City information must meet the following security requirements:

- It is highly encouraged that aAll City mobile devices must be secured with a PIN, password or a pattern-screen lock when powering on the device or when left unattended, unless this practice is incompatible with operational workflow.wherever possible.
- It is highly encouraged that all City mobile devices must be configured to automatically lock after a period of inactivity, wherever possible.
- Device users must comply with The Department of Innovation and Technology Division of Information Technology Division directives regarding updating or

upgrading system software~~,~~ and must otherwise act to ensure security and system functionality.

b. Physical Security

Mobile device users must comply with physical security requirements when equipment is at the user's workstation, when traveling, or when working in the field or at a job site. Users must take the following preventative measures defined in this policy to protect City data and systems:

- Mobile devices must not be left in plain view in an unattended vehicle, even for a short period of time.
- Mobile devices must not be left in a vehicle overnight.
- A mobile device displaying sensitive information being used in a public place must be positioned so that the screen cannot be viewed by others.
- The device must be physically secured when it is left unattended outside the immediate work area for any extended period.
- In vulnerable situations (e.g., public areas), the mobile device must not be left unattended under any circumstance.
- Mobile devices should be carried as hand luggage when traveling and never checked as baggage.
- The employee will be responsible for the replacement or repair of the City-owned mobile device if it is damaged or lost as a result of the employee's negligent or intentional conduct.

The employee's department will be financially responsible for the replacement or repair of the City-owned mobile device if it is damaged, stolen or lost.

C. INFORMATION SECURITY~~P ASSWORD~~ POLICY

Technology is a critical component to the advancement of the City's mission, but also exposes the City to risk. Choices that protect the City from risk of loss associated with information security are not primarily a function of IT staff – it is an essential responsibility of ALL City of Redlands staff. This policy defines that responsibility and seeks to make information security an established practice within City culture. Staff are required to follow these practices when using City technology systems and when accessing and using City data and information.

It is the policy of the City of Redlands to maintain responsible behaviors and vigilance in all areas of technology and information security. City employees and affiliates must not circumvent the policies, procedures, and safeguards implemented that protect the City, its information and employees. City employees and affiliates must promptly report technology-related security incidents or concerns to the Information and Technology Division.

~~Passwords are an important part of the City of Redlands' efforts to protect its technology systems and information assets by ensuring that only approved individuals can access these systems and assets. Passwords are used for various purposes at the City. Some of the more common uses include: user level accounts, web accounts, email accounts, screen saver protection, voicemail password, and network equipment logins.~~

This policy has been established in order to:

- Establish the minimum expectations to which all City staff will be held accountable
- Protect the City's critical infrastructure
- Protect sensitive information entrusted to the City
- Continuously improve the City's ability to detect and respond to cyber/information security events
- Ensure risk management is sufficient and in alignment with the City's operations and mission
- Facilitate cyber/information security awareness of risks to City operations and services
- Comply with external and regulatory data protection requirements
  - ~~The City of Redlands recognizes, however, that passwords have limits as an access control. For some systems, other approved authentication methods that provide higher levels of assurance and accountability than passwords will be used.~~

~~Passwords are an important part of the City of Redlands' efforts to protect its technology systems and information assets by ensuring that only approved individuals can access these systems and assets. Passwords are used for various purposes at the City. Some of the more common uses include: user level accounts, web accounts, email accounts, screen saver protection, voicemail password, and network equipment logins.~~
~~The City of Redlands recognizes, however, that passwords have limits as an access control. For some systems, other approved authentication methods that provide higher levels of assurance and accountability than passwords will be used.~~
~~However, the City of Redlands key systems continue to utilize passwords as the primary method for authentication and access control. This policy is designed to establish best practices for the composition, lifecycle and general usage of passwords.~~

1. ~~Policy Application~~General Policy

All parties with access to City data or resources must safeguard the City's confidential information, as well as that of vendors and others from disclosure. This policy applies to all City of Redlands employees, interns, volunteers, temporary contract employees, and affiliates that are considered authorized users of the City's systems as defined in the Computer and Electronic Communications Policy.

Under this policy, all staff are expected to adhere to the following principles to maintain the

security and integrity of the City of Redlands' information systems.

1) Confidentiality - Ensuring that information is accessible only to those authorized to have access. Examples include:
   (a) Safeguarding personal data of the public and City employees.
   (b) Ensuring restricted, sensitive or otherwise protected information is safe from unauthorized disclosure.
2) Integrity - Safeguarding the accuracy and completeness of information and processing methods. Examples include:
   (a) Verifying the source of information before trusting it.
   (b) Not altering records without proper authorization.
   (c) Validating sources of external emails for authenticity and safe handling
3) Accountability - Ensuring that actions taken on the City's systems or networks can be attributed to identified individuals, promoting responsible behavior.
   (a) End user activities may be tracked and monitored in an effort to safeguard network security and prevent unauthorized access.
   (b) End users are accountable for their activities using City resources and should be aware of the consequences of information security violations.

~~1.~~

~~The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any City facility, has access to the City network, or stores any non-public City information (excluding the Police Department network and systems). This policy applies to all City of Redlands employees that are considered authorized users of the City's systems as defined in the Computer and Electronic Communications Policy. City Department of Innovation and Technology (DoIT) staff has specific additional responsibilities.~~

2. Cyber Hygiene Practices~~Systems Covered~~

To support the general principles outlined above, city staff must undertake the following cyber hygiene practices:

1. Securing data and access
   - Departments should limit the access of their staff to the least privileges necessary to perform their duties
   - Multifactor authentication should be in use on devices and applications, as enforced by DoIT.
   - Password policies will be enforced by DoIT. Users are expected to keep their passwords confidential, not to share passwords for their individual user account

with others, and to adhere to best practices concerning password construction and safeguarding contained in the HR trainings assigned in NeoGov.

- Do not email or transmit in any nonsecure manner, confidential or personally identifiable information. If there is a need to transmit confidential information, please contact DoIT for guidance on secure transmission.

2. Safe Internet Use
   - Practicing safe browsing habits to avoid downloading malware or falling victim to phishing attacks.
   - Do not click on suspicious links.
   - Verify website URLs before entering sensitive information.
3. Physical Security
   - When away from their desk computer, laptop or mobile device, employees should lock or log off such devices, as applicable.
   - Do not leave City-owned devices unattended in public places.
   - City files and original documents must be kept on the network; and sensitive, restricted or otherwise protected documents and information may never be transferred to, or saved on, a personal, non-City computer.

~~2.~~

~~The following systems are covered in this policy:~~

- ~~Windows Network (Microsoft Windows Active Directory) or systems that utilize Microsoft Windows Active Directory authentication and access control.~~
- ~~Systems that use Simple Network Management Protocol (SNMP).~~
  - ~~Examples of such systems include: Microsoft Outlook, email Over the Web Access (OWA), user desktops, virtual private networks (VPN), Laserfiche, Cityworks, ArcGIS, etc.~~

~~Passwords for other systems should also follow this policy whenever possible.~~

3. Email Hygiene Practices~~Principles~~

- **DO NOT** open any suspicious email based on the Subject or Sender—delete it before you open it.
- **DO NOT** reply to, open attachments from, or click on URLs from unknown and untrusted sources.
- **DO NOT** use your City email address for personal communications.
- **DO NOT** ever send personal/sensitive information via email—e.g., passwords, credit card number, social security number, or account numbers.
- **DO** check emails from the outside world for misspellings, grammatical errors, and abnormal spacing that may be indicative of a phishing email.

- **DO** check links in external emails by using your mouse to hover over the hyperlink to determine if the URL makes sense with the sender—e.g., matching the sender's name to the URL; whether there's a foreign name or location in the URL.
- **DO** report any suspicious emails if you're not sure if they are valid to helpdesk@cityofredlands.org for further review and investigation.
- **DO** attempt to contact the original sender by phone or by method other than to verify the authenticity of the message sent to you
- **DO** use common sense—if it doesn't look right, trust your judgment.

It is critical that you remain vigilant and knowledgeable about email authenticity. Phishing scams are the largest attack surface for cyberthreats.

~~Systems Covered~~

~~The following systems are covered in this policy:~~

~~Windows Network (Microsoft Windows Active Directory) or systems that utilize Microsoft Windows Active Directory authentication and access control.~~

~~Systems that use Simple Network Management Protocol (SNMP).~~

~~Examples of such systems include: Microsoft Outlook, email Over the Web Access (OWA), user desktops, virtual private networks (VPN), Laserfiche, Cityworks, ArcGIS, etc.~~

~~Passwords for other systems should also follow this policy whenever possible.~~

~~Principles~~

~~Password Confidentiality~~

~~To provide authentication effectively, it is essential that a password be known to only the individual user, unless there are delegates to or sharers of accounts. Users will ensure the confidentiality of their passwords at all times.~~

~~Password Construction~~

~~To provide system security, a password must meet minimum length and complexity requirements. Because of technology constraints, password construction rules may vary from one system to another, but they will meet (or exceed) these requirements wherever possible.~~

~~Long and complex passwords may be difficult for users to remember. Therefore this policy provides guidance to end users on how to construct a memorable password that meets (or exceeds) these requirements.~~

~~Multifactor Authentication~~

~~To increase system security, multifactor authentication (MFA) may be required to access systems both while within the City network, and externally to the City network.~~

~~Password Construction Rules~~

~~Password construction rules will be administered by the operating system on each computer.~~ A password must be made up of:

- Twelve (12~~Eight (8~~) or more characters.
- At least one uppercase letter.
- At least one lowercase letter.
- At least one number (0 through 9).

~~3.~~ At least one special character ($, @. # and so on).

- ~~Password Confidentiality~~
  ~~To provide authentication effectively, it is essential that a password be known to only the individual user, unless there are delegates to or sharers of accounts. Users will ensure the confidentiality of their passwords at all times.~~
- ~~Password Construction~~
  ~~To provide system security, a password must meet minimum length and complexity requirements. Because of technology constraints, password construction rules may vary from one system to another, but they will meet (or exceed) these requirements wherever possible.~~
  ~~Long and complex passwords may be difficult for users to remember. Therefore this policy provides guidance to end users on how to construct a memorable password that meets (or exceeds) these requirements.~~
- ~~Password Construction Rules~~
  ~~A password must be made up of:~~
  - ~~Eight (8) or more characters.~~
  - ~~At least one uppercase letter.~~
  - ~~At least one lowercase letter.~~
  - ~~At least one number (0 through 9).~~
  - ~~At least one special character ($, @. # and so on).~~

  ~~A password should not contain:~~
  - ~~Your first name or your last name.~~
  - ~~Names of family members, friends, pets, co-workers, fantasy characters, etc.~~
  - ~~Personal information about yourself or family members. This includes generic information that can be obtained about you very easily, such as birth date, phone number, vehicle license plate number, street name, apartment/house number, etc.~~

- ~~Computer terms and names, commands, sites, companies, hardware, or software.~~
- ~~Words that are in the dictionary or are a word in any language.~~
- ~~Words that are slang, dialect, jargon, etc.~~
- ~~Geographical names or places.~~
- ~~Letter or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.~~
- ~~Any of the above spelled backwards.~~
- ~~Any of the above preceded or followed by a number (e.g., secret1, 1secret).~~

- ~~Password Construction Recommendations~~
  - ~~A strong password that meets the minimum construction rules will be rather complex. Here are some recommendations on creating a strong password:~~
  - ~~Use uppercase letters in random places.~~
  - ~~Misspell words.~~
  - ~~Construct a password from the initial letters of a favorite quotation, song lyric, movie and so on, capitalizing some letters and substituting a number or special character in an appropriate place.~~

- ~~Password Change and Reuse~~

  ~~To minimize the window of opportunity for misuse by someone who has discovered a user's password, users will be forced to change their passwords periodically.~~

  ~~A user's new password will be completely different from any recently used password. Users must create a new password that has no more than three (3) characters in common with a previous password.~~

  ~~A user will be free to choose a new password at anytime, but a user may not perform multiple changes in quick succession in order to enable continued use of a recently used password.~~

- ~~Password Change and Reuse Rules~~
  - ~~A user must change his or her password a minimum of every 90 days.~~
  - ~~A user may not change his or her password more than once in two (2) days.~~
  - ~~A user's password must be different from his or her previous four (4) passwords.~~

- ~~Password Entry~~

  ~~A system will allow five (5) login attempts ("grace logins"). If the password is not correct on the last allowed attempt, then the user's account will be locked out for a 15-minute wait period before it can be accessed again. Typically, The Department of Innovation and Technology should be contacted to unlock the account unless there is a legitimate attempt to break in.~~

4. -Remote Access~~Authorized End Users' Responsibilities~~

Remote access connections may be used by authorized City employees. All staff connecting to City resources from outside of the City network must follow the same requirements for secure remote access, including:

1. Only the City's existing VPN solution may be used to connect to City resources.
2. All users must obtain permission from the IT Division and the appropriate Department Head(s).
3. All VPN users must authenticate using multifactor authentication (MFA), when enforced by the IT Division.
4. City employees may only connect to City resources from an IT-approved, City issued device. Non-City issued devices are not permitted.
5. Any contractor or vendor-owned device connecting to City resources must be approved beforehand and have updated antivirus and fully patched, up-to-date operating system.

~~**4.**~~

Security Awareness~~If you are an authorized end user of the City of Redlands' software systems, you have the following responsibilities regarding the passwords you use. Note that these responsibilities apply even if the system does not enforce any specified rules.~~

- ~~You must keep your password confidential at all times.~~
- ~~You should not disclose your password to anyone or talk about a password in front of others.~~
- ~~You should not hint at the format of a password to anyone.~~
- ~~You should not use a password that you use on any City of Redlands system on any external system (including Internet banking and social networking services).~~
- ~~You should not write down your password.~~
- ~~You should not reveal your password on questionnaires or security forms.~~
- ~~You should not use the "remember password" feature in any Web browser.~~
- ~~You should not send a password electronically.~~
- ~~You should not use any "password keeper" or "password wallet" software or service.~~
- ~~You must choose a password that meets or exceeds the length and complexity requirements set out in the Password Construction Recommendations.~~
- ~~You must choose a password that meets or exceeds the other requirements set out in the Password Construction Recommendations.~~
- ~~You must change your password at least every 90 days.~~
- ~~You should not use any of your previous four (4) passwords.~~
- ~~You must choose a new password that has no more than three (3) characters in common with your previous password.~~
- ~~You should not change your password more than more than once in two (2) days.~~

- ~~If an account or password is suspected to have been compromised, you must report the incident to the Department of Innovation and Technology and change all passwords.~~
- ~~When away from your workstation, you should lock your screen. The Department of Innovation and Technology has implemented a screen lock policy which will lock your screen when idle for more than twenty minutes.~~

5. ~~Department of Innovation and Technology (DoIT) Staff Responsibilities~~

The City of Redlands requires that all individuals with access to the City's technology including, but not limited to, employees, interns, and certain elected officials participate in efforts to safeguard the City against information security threats. This includes successful completion of mandatory security training upon hire and at least annually thereafter. Certain staff may be required to complete additional training modules depending on specific job requirements. Staff will be given a reasonable amount of time to complete each course so as not to disrupt City operations.

The City will also conduct periodic simulated social engineering exercises including but not limited to: phishing (e-mail), vishing (voice), smishing (SMS), USB testing, and physical assessments. These tests will be conducted at random throughout the year with no set schedule or frequency. Targeted exercises may be conducted against specific departments or individuals based on a risk determination. Failure of any of these simulated tests will be tracked, reported to management, and may automatically trigger a mandatory remedial training module that must be completed in a timely manner. ~~The City of Redlands Department of Innovation and Technology or its delegates have the following responsibilities regarding passwords on City systems:~~

- ~~User Password Management~~
- ~~When a user asks to reset his or her password, the user's claimed identity must be corroborated in line with approved departmental procedures.~~
- ~~A user's new password must not be disclosed to anyone other than the user himself or herself.~~
- ~~A user's new password must not be written down.~~
- ~~A new password must not be sent to a user electronically.~~
- ~~A user must not be asked to disclose his or her password.~~
- ~~System-level Password Management~~
- ~~System-level passwords must conform to the guidelines described below.~~
- ~~All system-level passwords (e.g., root, enable, admin, application administration accounts, etc.) must be changed annually.~~

- ~~All production system-level passwords must be part of the DoIT administered global password management database.~~

- ~~Where Simple Network Management Protocol is used, the community strings must be defined as something other than the standard defaults of "public," "private" and "system" and must be different from the passwords used to log in interactively. A keyed hash must be used where available (e.g., SNMPv2).~~

- ~~As a part of the device security hardening process, all passwords must be changed from the default password.~~

- ~~**Application/System Standard**s~~

- ~~Applications developed or purchased by the City should ensure their programs contain the following security standards. Applications should:~~

- ~~Support authentication of individual users, not groups.~~

- ~~Not store passwords in clear text or in any easily reversible form.~~

- ~~Provide for some sort of role management, so that one user can take over the functions of another without having to know the other's password.~~

- ~~Support Remote Authentication Dial In User Service (RADIUS), X.509 with Lightweight Directory Access Protocol (LDAP) security retrieval, and/or Active Directory integration wherever possible.~~

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VIII. DISCIPLINARY ACTION

A. POLICY ON DISCIPLINE

No full-time employee in a regular appointment shall be disciplined without cause. Probationary employees are subject to termination without cause. For the purpose of this Article, disciplinary action shall be defined to include one or more and the following: oral warning, written reprimands, suspensions, demotions, reductions in pay and discharge. Oral and written reprimands may be initiated at supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Director level. ~~Any Skelly leve~~All~~l~~ discipline above an oral warning must have approval by the ~~Office~~Division of Human Resourcesces~~ces approval~~. Nothing in this section is designed to negate any protections set for in the Public Safety Officers Procedural Bill of Rights Act or the Firefighters Procedural Bill of Rights Act.

Definition of disciplinary action:

a. Oral warning. A supervisor may provide an employee an oral warning for cause.
b. Written Reprimand. A supervisor may issue a written reprimand to an employee for disciplinary purposes. Such reprimand shall be in writing and shall be provided to the

employee, and employee shall acknowledge receipt of such reprimand. A copy of the reprimand shall be placed in the employee's personnel file.

c. Suspension. A suspension is a temporary "without pay" status imposed as a penalty for an offense where the cause is not severe for dismissal. A suspension may be issued by the Department Director. Suspensions shall be handled in conformance with Article VIII. Disciplinary Action, Section C. Appeal of Disciplinary Action. A copy of the suspension shall be placed in the employee's personnel file.
d. Demotion/Reduction in pay. The Department Director, after review with Human Resources, may demote or reduce the salary of an employee whose ability to perform the required duties for the position falls below minimum performance requirements or for disciplinary purposes. Demotions shall be handled in conformance with Article VIII. Disciplinary Action, Section C. Appeal of Disciplinary Action. A copy of the demotion shall be placed in the employee's personnel file.
e. Discharge. The Department Director, after review with Human Resources, may discharge an employee from a position for disciplinary purposes. A discharge shall be handled in conformance with Article VIII. Disciplinary Action, Section C. Appeal of Disciplinary Action. A copy of the demotion shall be placed in the employee's personnel file.

B. NOTICE OF PROPOSED DISCIPLINE

Except in emergencies, or as authorized by law, Skelly-level suspensions, demotions, reductions in pay, or discharge, shall not be put in effect until the employee has received written notice advising the employee of the proposed action, the reason(s) therefore, the facts giving rise thereto, the proposed effective date, access to written material that formed a basis of the proposed action, and the opportunity to respond to the Department Director orally or in writing within five (5) working days, or other response deadline as specified in a Council approved Memorandum of Understanding, of receipt of such notice. If deemed necessary by the Department Director or the ~~Office~~ Division of Human Resources, an employee may be placed on administrative leave with pay pending investigation of allegations that may lead to discipline.

C. APPEAL OF DISCIPLINARY ACTION

If a disciplinary action of suspension of forty hours (40) or more, reduction in pay (equal to a forty-eight-hour or more suspension), demotion or discharge is imposed, the employee may then appeal, prior to implementing such action to the Department Director. Any such appeal must be filed within 5 working days of the notice of the disciplinary action, or in accordance with a Council approved Memorandum of Understanding as it relates only to the timing of filing an appeal.

Upon unresolved consensus concerning the disciplinary action, an appeal may be made to the City Manager as the second step. However, execution of the notice of intent will be implemented after the first step (Department Director level). Should the disciplinary action still be unresolved after the second

step, the discipline can be appealed to one final step. The third and final step is a hearing in front of the City Council. The City Council's decision on the disciplinary action is final and binding.

Any appeal of disciplinary action not resolved at Level 2 may be submitted to the City Council no later than 10 working days after the date of the City Manager's written reply. The employee shall provide the City Council with a copy of the Level 2 response. Within ten (10) working days thereafter, the City Council or its designee, shall schedule a hearing before the City Council or designee in which the parties to the notice of disciplinary action may present evidence. The City Council shall give the grievant a written decision within thirty (30) days after the hearing and shall file a copy with the ~~HR Director~~Division of Human Resources. The decision shall be based upon the oral and written evidence submitted at the hearing. The decision of the City Council shall be final and binding.

D. CAUSES FOR DISCIPLINE

Examples of causes for disciplinary action include, but are not limited to:

a. Dishonesty;
b. Incompetence;
c. Inefficiency;
d. Neglect of duty;
e. Negligence which affects the safety of the employee or of others;
f. Violation of any City policy, rule or requirement;
g. Unauthorized absences (including tardiness) or abuse of sick leave or any other leaves;
h. Violation of these Rules, or other rules, regulations or orders established by a supervisor, department or City Council.
i. Conviction of a crime that interferes with employment;
j. Discourtesy to the public or fellow employees;
k. Misuse or abuse of City property or equipment;
l. Substandard job performance;
m. Insubordination;
n. Any activities, including outside employment that create a conflict of interest with City employment and are not specifically authorized by the Department Director;
o. Falsification of any City report or record (including job application);
p. Other acts which are incompatible with service to the public including, but not limited to, any conduct or behavior, either on or off duty, which cause discredit or would reasonably tend to cause discredit to fall upon the City, its officers, agents or departments.

IX. GRIEVANCE PROCEDURE

This grievance procedure is intended to ensure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.

A. DEFINITIONS

Grievance is defined as any dispute involving the interpretation, application, or alleged violation of:

a. The specific express terms of a current MOU, between the City and a recognized employee organization representing employees in the competitive service, to which the grieving employee is subject to;
b. A specific express term of these Rules;
c. A violation of any rule, policy, or regulation.

B. ELIGIBILITY TO FILE A GRIEVANCE

A grievant is a full-time employee in a regular appointment who is adversely affected by an act or omission of the City. No other individuals are eligible to file a grievance under this rule. A grievant may also be a recognized employee organization representing employees.

C. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

The following matters are excluded from the definition of a grievance:

a. Request for changes in wages, hours, or working conditions;
b. The content of employee evaluations or performance reviews, except those that result in a loss of benefits to the employee;
c. Challenges to reclassification, layoff, transfer, denial of reinstatement;
d. Challenges to examinations or appointment to positions; and
e. Challenges to the~~i~~se grievance procedures.

D. GRIEVANCE PROCEDURE

The grievance procedure shall consist of the following steps:

1. **Informal Grievance Procedure**

   Within ten (10) working days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with his or her immediate supervisor, who will investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he or she may proceed ~~to~~with the Formal Grievance Procedure.

2. **Formal Grievance Procedure**

   a. First Level Review – Supervisor Review

      Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to ~~his/her~~their immediate supervisor or Department Director along with a copy to the HR Director, no later than ten (10) working days after the date of the oral

or written reply. A grievance may be submitted directly to the HR Director or, if the grievance started at a level above the supervisor or department, the grievance may be submitted at the higher level. The written grievance must contain the following information:

i. Name of grievant and job title;
ii. Department in which grievant works;
iii. The specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
iv. The specific provision(s) of the MOU, the City Policy or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
v. A list of the documents, witnesses or other evidence that support the grievance;
vi. Desired solution or remedy;
vii. Name of the grievant's representative, if any;
viii. Signature of the grievant or representative and date signed.

Within ten (10) working days thereafter, the responder shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the HR Director. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

b. Second Level – Department Director Review

Any grievance not resolved at Level 1 may be submitted to the Department Director no later than ten (10) working days after the date of the supervisor's written reply. The grievant shall provide the Department Director with a copy of the Level 1 response. Within the (10) working days thereafter, the Department Director shall schedule a meeting with the grievant to work ~~at~~on resolving the grievance. The Department Director shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the HR Director. If the grievant is not satisfied with the response, he/she may proceed to Level 3. If the grievant's immediate supervisor is a Department Director, then the second level is skipped. The grievant will move to level three upon an unresolved grievance at the first level.

c. Third Level – City Manager

Any grievance not resolved at Level 2 may be submitted to the City Manager no later than ten (10) working days after the date of the Department Director's written reply. The grievant shall provide the City Manager with a copy of the Level 2 response. Within ten (10) working days thereafter, the City Manager shall schedule a meeting with the grievant to work at resolving the grievance. The City Manager shall give the grievant a written reply

within ten (10) working days after the meeting and shall file a copy with the HR Director. If the grievant is not satisfied with the response, he/she may proceed to Level 4.

d. Fourth Level – City Council
Any grievance not resolved at Level 3 may be submitted to the City Council no later than ten (10) working days after the date of the City Manager's written reply. The grievant shall provide the City Council with a copy of the Level 3 response. Within ten (10) working days thereafter, the City Council, or its Designee, shall schedule a hearing before the City Council or Designee in which the parties to the grievance may present evidence. The City Council shall give the grievant a written decision within 30 days after the hearing and shall file a copy with the HR Director. The decision shall be based upon the oral and written evidence submitted at the hearing. The decision of the City Council shall be final and binding.

E. REPRESENTATION

The grievant is entitled to representation of ~~his/her~~their choice at any point in the grievance procedure. If the representative is a fellow employee, that employee will receive time off from ~~his/her~~their work assignment for the time of the grievance meeting(s) or hearing plus reasonable travel time. The grievant must inform the ~~Office~~ Division of Human Resources whether he/she will be represented at the grievance meeting, along with the identity of the representative, at least 48 hours prior to the grievance meeting.

F. SETTLEMENT OF GRIEVANCE

Failure by the grievant to appeal his or her grievance to the next step within the specified time limits of this rule shall constitute a settlement of the grievance, unless the Parties have granted an extension of time to a definite date. Failure by the City to meet any of the specified timelines shall entitle the grievant to appeal to the next level of review.

Additionally, failure on the part of an employee or his representative to appear for any scheduled meeting without notification may, in the City's discretion, be deemed a settlement of the grievance.

G. NO RETALIATION

Employees will not be penalized or retaliated against in any way for using the grievance procedures, testifying as a witness or assisting with a grievance.

X. LEAVES OF ABSENCE

A. ELIGIBILITY FOR PAID LEAVE OF ABSENCE

In order to be eligible for City payment of the paid leaves of absence outlined herein or subsequently granted by the City, an employee must be a ~~full time~~full-time employee and either a regular or probationary appointee, except as required by law. Any leave of absence, outside of pre-approved

vacation or holiday time, by an employee that exceeds thirty (30) consecutive days will result in a proportionate adjustment to the employee's performance evaluation date for all purposes, including consideration of a merit salary increase as allowed by law.

B. VACATION

1. Rate of Accrual

Every ~~full-time~~full-time probationary and regular employee shall earn vacation as follows unless otherwise specified by an applicable M.O.U.:

Years	Hours
0 – 5	80
6 – 7	120
8 – 9	128
10 – 11	136
12 – 13	144
14 – 15	152
16 – 20	160
21	168
22	176
23	184
24	192
25	200

Vacation accrues daily on a pro-rata basis.

2. Scheduling Vacation

After completion of six months of continuous service, an employee may take vacation leave at any time, subject to approval by the employee's Department Director or ~~his/her~~their designee. Approval will be based upon work load, staffing coverage, seniority, timing of the request, and any other work-related factors appropriate for consideration by the Department Director. Vacation must be taken in increments of one-half hour or more, unless otherwise approved.

3. Effects of Holidays on Vacation Leave

In the event that an authorized city holiday falls during an authorized vacation leave, the employee shall receive holiday pay and not be charged vacation leave for that day.

4. Effects of Sick Leave on Vacation Leave

In the event an employee becomes ill during a vacation period, such time shall not be charged as vacation leave if either of the following conditions is met:

a. The employee complies with the same notice requirements in Rule X.D (Sick Leave) as required when the employee is not on leave, including notice to the employee's supervisor no later than the start of the employee's regular work shift. If the

employee becomes ill after the start of the work shift, then the employee must promptly provide notice on the same day the illness begins. Sick leave will only be granted for those days on which notice is given pursuant to this policy; or

b. The employee, upon return to work, submits a doctor's note for each day requested to be paid as sick leave.

5. Compensation for City Work During Vacation is Prohibited

No employee shall be permitted to work for compensation for the City in any capacity except compensation for mandated court appearance or special duty assignments during paid vacation time.

6. Vacation Pay Upon Termination

Any employee terminating from the City will be paid at ~~his/her~~their regular rate of pay on a pro-rata basis for all earned vacation, if any, accrued up through the date of termination.

C. HOLIDAYS

1. Authorized Holidays

Every full-time probationary and regular employee shall be entitled to the following paid holidays each calendar year and such other days as may be designated by action of the City Council:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King Day)
- The third Monday in February (President's Day)
- March 31 (Cesar Chavez Day)
- The last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (~~Columbus Day~~Indigenous Peoples Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

If a holiday falls on Saturday, Friday shall be designated as the holiday, and if the holiday falls on Sunday, Monday shall be designated as the holiday.

Employees who are absent from work on a holiday due to unpaid leave of any form will not be paid for the holiday. Employees who are required to work on a holiday will receive holiday pay in ~~additional~~addition to any hours worked.

2.Holiday Worked Pay

Non-exempt employees who actually work on an above-listed holiday will receive holiday worked pay at one half times their normal hourly rate for all hours worked. Holiday worked pay will only be paid on the actual calendar holiday and not for observed holidays if the holiday falls on a weekend. For example, if Independence Day falls on a Saturday, only those employees actually working on that Saturday will receive holiday worked pay. If Friday is the recognized holiday that year, those working on Friday will not receive holiday worked pay**.** If an employee's shift extends beyond midnight of the actual holiday, holiday worked pay will only apply to those hours worked on the actual holiday. For Sworn Fire personnel, holiday worked pay will be paid for the entire 24-hour shift that begins on the actual holiday.

3. Floating Holidays

Full time probationary and regular employees shall receive floating holidays each calendar year as granted in a Council approved Memorandum of Understanding and pro-rated to the date of hire. Floating holiday hours that are not used will not carry over to the following year. No employee may accrue any more than four floating holidays at any one time. The floating holidays may be used at any time subject to two days advance approval unless waived by the Department Director. In the event of termination, employees will receive payment for all unused floating holiday hours.

4. Banked Holidays

Non-exempt employees who are normally scheduled off on a day in which a holiday is observed have the option to bank their holiday pay for future paid time off. Exempt employees who are normally scheduled off on a day in which the holiday is observed, shall bank their holiday hours for future paid time off.

D. SICK LEAVE

1. Accrual of Sick Leave

Full-time probationary and regular employees only are eligible to accrue eight (8) hours of sick leave with pay for each calendar month of actual continuous service dating from the employee's most recent date of hire. Part time employees will accrue sick leave as required by state or federal law.

An employee shall not receive payment for unused accumulated sick leave upon termination of employment or retirement (either disability or service retirement) unless specifically provided for in an applicable Memorandum of Understanding. An employee may not use sick leave to extend a retirement or termination date, unless specifically provided for in an applicable Memorandum of Understanding, State, or Federal law.

2. Return to Work from Sick Leave

If an employee misses three (3) or more days of work due to illness, the employee will be required to provide a return to work certification from a licensed physician to the ~~Office~~ Division of Human Resources before returning to work. The City may require the employee to see a physician chosen by the city to conduct a fit for duty examination at the City's expense.

3. Use of Sick Leave for Family

In cases of illness of a family member, an employee may use up to one-half of their sick leave entitlement for the year to attend to the illness of a spouse, domestic partner, parent, or child. Additional family sick leave may be used for qualifying acts of violence, and usage for special circumstances may be granted on a case-~~-~~by-~~-~~case basis in the discretion of the Department Director with the concurrence of the City Manager.

4. State Disability Insurance (SDI) and Paid Family Leave

SDI and Paid Family Leave provide benefits to eligible employees but do not provide job protection or return to work rights. Eligible employees as determined by the State will receive a percentage of their regular pay under both SDI and Paid Family Leave. Payroll shall, when contacted by the State in determining eligibility, verify an employee's salary and last day worked.

Benefits begin the day after a mandatory seven (7) day waiting period for SDI only. With eligibility established, an employee may:

a. Receive benefits for up to fifty-two (52) weeks for SDI; receive benefits for up to eight (8) weeks for Paid Family Leave.
b. Receive benefits based on the wages paid during a twelve (12) month base period.
c. Receive full pay as long as accrued leave is available to supplement SDI payments.
~~c.~~

An employee with sick leave accruals available must use their accruals in conjunction with SDI benefits until exhausted. When sick leave is exhausted, an employee shall be required to use all other available leaves such as vacation, CTO, or executive leave until such time is exhausted.

State law prohibits an employee from receiving more than 100% of salary in combined sick/vacation leave and SDI/Paid Family Leave benefits. The employee must provide verification of such payment from the State Employment Development Department (EDD) to the payroll section of Finance. When all available leave balances are exhausted, the employee shall be placed in "inactive" status. Should any discrepancy exist between this policy and the State Unemployment Insurance Code, the State Unemployment Insurance Code will prevail.

E. FAMILY AND MEDICAL LEAVE

The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain medical and nonmedical needs for themselves and certain family members. Although these laws are summarized below, any conflict between those laws and the summary below shall be resolved in favor of said laws. The maximum amount of leave available under these laws is twelve (12) weeks of CFRA leave in a 12-month period and twenty-six (26) weeks of FMLA leave ~~(where military caregiver leave applies)~~ in a 12-month period may be allowable in the case of miliary caregiver leave as detailed below. Some or all available leave may run concurrently as allowed by law. ~~, some or all of which may run concurrently.~~ Employees with any questions or requests for information about family and medical leave should consult with the ~~Office~~ Division of Human Resources.

1. Eligibility

To be eligible for leave under ~~this policy~~FMLA/CFRA, employees must meet all of the following requirements:

a. Have worked at least twelve (12) months for the City. Separate periods of employment will be counted, provided that the break in service does not exceed seven years.

b. Have worked at least 1,250 hours in the twelve (12) months preceding the date the leave would commence. The 1,250 hours do not include time spent on paid or unpaid leave and will not be counted in determining the 1,250 hours requirement. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

~~c.~~ FMLA only: Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

c. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

~~Leave under the FMLA or CFRA will not constitute a break in service or cause an employee to lose seniority.~~

2. Reasons for Leave

Employees may take up to twelve (12) weeks of FMLA/CFRA leave within a twelve (12) month period for any of the following reasons:

a. The birth of a child and to bond with or provide care for the child.

b. The placement of a child with the employee for adoption or foster care and to bond with or care for the new child.

c. To care for a spouse, domestic partner, child of the employee, spouse or domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition as defined in this policy.

d. For the employee's own serious health condition that renders them unable to perform the functions of their position.

e. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency

operation may use their twelve (12) week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Leave for this reason is referred to in this policy as "qualifying exigency leave" and is not covered under the leave provisions of the CFRA.

f. Eligible employees may take up to twenty-six (26) weeks of FMLA leave to care for a covered servicemember during a single twelve (12) month period. Leave for this reason is referred to in this policy as "military caregiver leave" and is not covered under the leave provisions of the CFRA.

FMLA and CFRA leave will run concurrently when the reason for leave is covered by both laws. If both parents are employed by the City, they each receive twelve (12) weeks of CFRA leave for the birth, adoption, or foster care placement of a child.~~The FMLA and CFRA have differing definitions of "family member" and only the FMLA allows employees to take up to twenty six (26) weeks of leave to provide care for an injury military family member. Because of this, FMLA and CFRA leaves may not always runs concurrently. In general, CFRA/FMLA leave may be taken for any of the following reasons:~~

~~*CFRA leave will run concurrently when the family member, regardless of military status and with the exception of next of kin, meets the standard criteria for a serious health condition.~~

3. Definitions

a. "Serious health condition" means an illness, injury, or physical or mental condition that involves either inpatient care or continuing treatment by a healthcare provider. This includes treatment for substance abuse.
b. "Family member" for the purposes of CFRA means a spouse, domestic partner, child of employee or domestic partner of any age, parent, parent-in-law, grandparent, grandchild, or sibling.
c. "Designated person" for the purposes of CFRA leave mans any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee must identify the designated person at the time the leave is requested, and only one designated person is permitted per twelve (12) month period.
d. "Covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty or active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment,

recuperation, or therapy; or is in an outpatient status, or is on the temporary disability retired list.

4.~~3.~~ 12-Month Measurement Period

The City measures the period of twelve (12) months in which leave is taken by a rolling 12-month period measured back from the date leave is taken. Each time an employee takes eligible leave; the remaining leave entitlement is based on the amount of leave taken during the immediate preceding twelve (12) months.

For military caregiver leave, an eligible employee may take up to twenty-six (26) workweeks of leave in a single twelve (12) -month period. The single twelve (12) -month period begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other CFRA/FMLA-qualifying reasons.

5~~4~~. Intermittent and Reduced-Schedule Leave

Eligible employees may take leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule. Intermittent leave to bond with a new child must be taken in two (2) -week increments, with a shorter duration allowed on two (2)occasions.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt City operations.

6~~5~~. Interaction with Paid Leave

Depending on the purpose of the leave request, the City may require that employees use accrued paid leave (such as sick leave, vacation or other paid time off) concurrently with some or all of the leave taken under this policy. To use paid leave for FMLA/CFRA leave, eligible employees must comply with the City's normal procedures (e.g., call-in procedures, advance notice) for the applicable paid-leave policy. When the leave re——quest is for the serious health condition of a covered family member, employees will only be required to exhaust up to one half ~~½~~ of their annual sick leave entitlement.
Employee paid-leave accruals (paid time off, vacation, sick leave) will continue while paid leave is being used during periods of FMLA/CFRA absence and in accordance with those individual policies.

Employee paid-leave accruals will not continue during unpaid periods of ~~FMLA/CFRA absence~~leave or when only disability payments are being received.

~~6~~7.Maintenance of Health Benefits

If employees and/or their families participate in the City's group health plan, the City will maintain coverage during FMLA/CFRA leave on the same terms as if the employee~~s~~ had

continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on leave. In some instances, the City may recover the premiums it paid to maintain health coverage or other benefits for employees and/or their families while employees were absent.

While on unpaid leave, employees do not accrue vacation, sick, or other paid leave time, unless they are substituting accrued leaves for compensation. Performance evaluation dates may be adjusted to the same extent as any other unpaid leaves.

While on leave, employees may participate in life insurance, short term or long-term disability insurance and supplemental benefits plans to the same extent as any other unpaid leaves. The employee is responsible for paying the required premiums. Failure to pay premiums may result in cancellation of coverage.

Employees may continue coverage on their own by payroll deductions or direct payments made to these plans. The City will inform employees whether the premiums should be paid to the carrier or to the City. Coverage by a plan may be dropped if the employee's premium payment is more than thirty (30) days late. The City will notify the employee fifteen (15) days before coverage will cease. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his or her leave entitlement is exhausted or expires, the City will have the right to recover premiums through deduction from any sums due the employee (e.g. unpaid wages, vacation pay, etc.)

8~~7~~. Procedures

When seeking leave under this policy, employees must provide the following to the ~~Office~~ Division of Human Resources:

A. Thirty (30) days' notice of the need to take FMLA/CFRA leave if the need for leave is foreseeable. In the case of unforeseeable leave, notice must be provided as soon as practicable and in compliance with the City's normal call-in procedures, absent unusual circumstances.
B. ~~Medical c~~Certification by a health care provider supporting the need for leave due to a serious health condition affecting the requesting employee or a covered family member or service member within fifteen (15) days of the City's request for the certification. If the City has reason to doubt the validity of the certification provided, the City may require, at the City's expense, that the employee obtains the opinion of a second health care provider, designated and approved by the City. If the second opinion differs from the original certification, the City may, at the City's expense, require that the employee obtain a third opinion of a health care provider, designated and approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final.

C. For qualifying exigency leave: Within fifteen (15) days of the request, an employee requesting qualifying exigency leave may be required to provide appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member.

D. ~~An employee must provide~~ P~~p~~eriodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work, not more than every thirty (30) days.

E. A return-to-work release before returning to work if the leave was due to the employee's serious health condition and the leave was three days or more.

Failure to comply with these requirements may result in delay or denial of leave or disciplinary action, up to and including termination. Leave under this policy will be governed by and handled in accordance with ~~CFRA- and FMLA-~~FMLA/CFRA applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

9. ~~8.~~Employer Responsibilities

To the extent required by law, the ~~Office~~ Division of Human Resources will inform employees whether they are eligible for leave under the FMLA/CFRA. Should employees be eligible for FMLA/CFRA leave, the ~~Office~~ Division of Human Resources will provide eligible employees with a notice that specifies any additional information required, as well as their rights and responsibilities. Under CFRA, if the employee's leave is approved, it will be retroactive to the first day requested. The ~~Office~~ Division of Human Resources will also inform employees if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlement. If employees are not eligible for FMLA/CFRA leave, a reason for the ineligibility will be provided to the employee.

~~9~~10.Reinstatement upon Return from Leave

Upon returning from FMLA/CFRA leave, employees will be restored to their original position or to an equivalent position, subject to the defenses permitted under the law, with equivalent pay, benefits, shift, schedule, geographic location, privileges, status, and other employment terms and working conditions and involve the same or substantially similar duties and responsibilities and must require substantially equivalent skill, effort, and authority. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously working during the FMLA/CFRA period. Leave approved under FMLA/CFRA will not constitute a break in service

or cause an employee to lose seniority based on the amount of time the employee was away from work.

110.Military Caregiver Leave

Military caregiver leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illness while on active duty. Within the single twelve (12) month period described above, an eligible employee may take a total of twenty-six (26) weeks of CFRA/FMLA leave, including up to twelve (12) weeks of leave for any other CFRA/FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the single twelve (12) month period, an eligible employee may take up to sixteen (16) weeks of CFRA/FMLA leave to care for a covered service member when combined with up to ten (10) weeks of CFRA/FMLA leave to care for a newborn child.

Military caregiver leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each covered service member and/or for each serious injury or illness of the same covered service member. A total of no more than twenty-six (26) workweeks of military caregiver leave, however, may be taken within any single twelve (12) month period.

121.Qualifying Exigency Leave

Employees who meet the eligibility standards set forth above are eligible to request qualifying exigency leave. Although qualifying exigency leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the total leave exceed twelve (12) weeks in any twelve (12) month period (with the exception of military caregiver leave as set forth above).

Eligible employees may take unpaid qualifying exigency leave to tend to certain exigencies arising out of the duty under a call or order to active duty of a covered military member (i.e., the employee's spouse, child or parent). Up to twelve (12) weeks of qualifying exigency leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of leave within this policy, with the exception of military caregiver leave, which is subject to a maximum of twenty-six (26) weeks of leave in a single twelve (12) month period. The maximum amount of qualifying exigency leave an employee may use to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Persons who can be ordered to active duty include active and retired members of the armed forces, certain members of the retired Reserve and various other Reserve members, including in the Ready Reserve, Selected Reserve, Individual Ready Reserve, National Guard,

state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the president of the United States pursuant to certain laws.

Qualifying exigency leave is available under the following circumstances:

A. Short-notice deployment: To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to active duty.
B. Military events and related activities: To attend any official military ceremony, program or event related to active duty or a call to active-duty status, or to attend certain family-support or assistance programs and informational briefings.
C. Childcare and school activities: To arrange for alternative childcare; to provide child care on an urgent, immediate-need basis; to enroll a child in or transfer a child to a new school or day care facility; or to attend meetings with staff at a school or day care facility.
D. Financial and legal arrangements: To make or update various financial or legal arrangements or to act as the covered military member's representative before a federal, state or local agency in connection with service benefits.
E. Counseling: To attend counseling (provided by someone other than a health care provider) for the employee, the covered military member, or a child or dependent when necessary, as a result of duty under a call or order to active duty.
F. Temporary rest and recuperation: To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
G. Post-deployment activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active-duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.
H. Mutually agreed leave: Other events that arise from the close family member's call or order to active duty, provided that the City ~~[Company Name]~~ and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

~~**12.Definitions**~~

~~**A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an inpatient care in a hospital, hospice or residential care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care. Under certain conditions, this includes treatment for substance abuse. Incapacity means the**~~

~~inability to work, attend school or perform other regular daily activities due to the serious health condition, its treatment, or the recovery that it requires. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three (3) full calendar days and two (2) visits to a health care provider, or one (1) visit to a health care provider and a continuing regimen of care; an incapacity caused by a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of "continuing treatment."~~

~~Qualifying exigencies include activities such as short-notice deployment, military events, arranging alternative child care, making financial and legal arrangements related to deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.~~

~~A covered service member is either 1) a current service member of the armed forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation or therapy; otherwise in outpatient status; or otherwise on the temporary disability retired list; or 2) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.~~

~~A covered veteran is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009, and March 8, 2013, is excluded in determining this five-year period.~~

~~Next of kin means the nearest blood relative of the service member, other than the service member's spouse, domestic partner, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave.~~

~~The definition of "serious injury or illness" for current service members and veterans is distinct from the definition of "serious health condition" for CFRA/FMLA leave. For purposes of this policy, "serious injury or illness" means an injury or illness incurred by the service member in the line of duty while on active duty in the armed forces that may render the service member medically unfit to perform the duties of the service member's office, grade, rank or rating or~~

~~that existed before the beginning of active duty and was aggravated by service while on active duty.~~

~~With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status and is 1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; 2) a physical or mental condition for which the covered veteran has received a VA service-related disability rating of 50 percent or greater, and such rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; 3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would absent treatment; or 4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.~~

13. Exhaustion of Leave

If an employee's illness or injury requires a leave of absence for more than twelve (12) weeks, the City will, with satisfactory medical evidence, extend the employee's leave for an additional fourteen (14) weeks for a total of twenty-six (26) weeks in a twelve (12) month period. The city will extend the employee's reinstatement rights through the end of the 26 week period as long as the employee can perform the job with or without reasonable accommodation. At the end of the twenty-six (26) week period, the city may extend the leave for an additional twenty-six (26) weeks for a total of fifty-two (52) weeks of leave; however, the employee will not retain reinstatement rights. The City may at this time fill the employee's position. Typically, at the end of the fifty-two (52) week period, if the employee is unable to return to work with or without reasonable accommodation or if there is not a position available the employee's employment will be terminated.

F. PREGNANCY DISABILITY LEAVE AND ACCOMMODATIONS

1. Eligibility

Any employee who is disabled because of pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave (PDL). For employees who are also eligible for FMLA/CFRA leave, PDL is not counted as time used for CFRA leave but does run concurrently with available FMLA leave.

2. Reasons for Leave

PDL is for any period of actual disability caused by your pregnancy, childbirth, or related medical conditions up to four (4) months per pregnancy. PDL does not need to be taken in one continuous period of time but can be taken on an as needed basis. Time off needed for

prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by PDL.

3. Amount of Leave

Employees may take up to four (4) months of PDL. Employees affected by pregnancy or a related medical condition may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

4. Benefits While on Leave

a. Benefits. PDL is an unpaid leave. However, ~~employees shall use accrued leaves~~will receive benefits pursuant to FMLA ~~as if on FMLA and will receive benefits pursuant to FMLA~~ up through exhaustion of the employee's available FMLA and PDL leave.
b. Accrued Leaves. While on unpaid leave, employees do not accrue vacation, sick, or other paid leave time, and their performance evaluation dates may be adjusted to the same extent as any other unpaid leave.

5. Substitution of Paid Accrued Leaves

Employees taking PDL shall concurrently use any available sick leave. Employees shall also use any accrued vacation or other accrued time off as part of their PDL before taking the remainder of their leave as unpaid leave.

6. Employee Notice of Leave

To the extent possible, employees requesting PDL should follow the same authorization process for FMLA as outlined in Section E (Family and Medical Leave Act).

7. Medical Certification

The City may require employees requesting PDL or a related ~~transfer~~ accommodation to obtain a certification from ~~your~~ a health care provider of their~~your~~ pregnancy disability or the medical advisability of a need for accommodation~~transfer~~. The certification should include:

a. The date on which the employee ~~you~~ became disabled due to the pregnancy or the date of the medical need for an accommodation~~advisability of a transfer~~;
b. The ~~probably during~~ probable duration of the period of disability or accommodation~~the period for the transfer~~; and
c. A statement that, due to the disability, ~~you~~ the employee is ~~are~~ unable to work at all or to perform any one or more of the essential functions of their~~your~~ position without undue risk to the employee~~yourself~~, the successful completion of the~~your~~ pregnancy, or to other persons ~~or a statement that, due to your pregnancy, the transfer is medically advisable~~.

8. Reinstatement Upon Return from Leave

a. Reinstatement to Position. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, seniority, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the PDL period.

b. Fitness for Duty Certification. As a condition of reinstatement, the employee must obtain and present a fitness for duty certification from the health care provider that the employee is able to resume work in the position sought. Failure to provide such certification will result in denial of reinstatement.

9.Pregnancy Disability Accommodation

The Pregnant Workers Fairness Act (PWFA) is enforced by the Equal Employment Opportunity Commission and requires covered employers to provide "reasonable accommodations" to employees who have known limitations related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the City an undue hardship.

Examples of possible accommodations include:

- Allow a stool or chair during workshift;
- Receive closer parking;
- Have flexible hours;
- Receive appropriately sized uniforms and safety apparel;
- Receive additional break time to use the bathroom, eat, and rest;
- Take leave or time off to recover from childbirth;
- Be excused from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy.

~~9.~~10. Lactation Accommodation

The City recognizes the importance of breastfeeding and supports employees who need additional time and space in order to express milk. The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with the regular break time shall not be paid. ~~The City is not required to provide an employee with break time for the purposes of lactating if to do so would seriously disrupt the operations of the employer. Any denial of break time shall be provided to the employee in writing.~~

The City will ~~make reasonable effort to~~ provide the employee with a room, other than a bathroom, or other location in close proximity to the employee's work area, shielded from view, for the employee to express milk in private as well as access to a sink with running water, and a refrigerator or cooler for storing breast milk. A room provided for this purpose:

- Will be safe, clean, and free of hazardous materials
- Will be free from intrusion
- Contain a surface to place a breast pump and personal items
- Contain a place to sit
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump

An employee may request an accommodation for lactation breaks by submitting a request to the ~~Office~~ Division of Human Resources.

G.REPRODUCTIVE LOSS LEAVE

California law allows eligible employees who experience a reproductive loss event to take up to 5 days of unpaid time off work. A reproductive loss event is defined as the day or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Employees who have been employed with the City for 30 days are eligible. Employees may utilize other paid leave accruals during this leave. Eligible employees are entitled to up to 5 days for each reproductive loss event during each 12-month period up to a maximum of 20 days.

H~~G~~.CATASTROPHIC LEAVE

It is the policy of the City of Redlands to permit employees to contribute a portion of their accrued leave credit to another employee when such employee is on approved leave of absence due to a verifiable illness or injury.

1. Provisions

Participation in the plan is voluntary.

For the purposes of this leave program, "catastrophic" shall be interpreted to include an illness or event which is devastating, unexpected, immediate in nature, and which is expected to preclude the employee from returning to work for an extended period of time. The City reserves the right to request supporting documentation.

The receiving employee must be or have been absent from work due to injury or illness and have exhausted all earned leave credits, including but not limited to, sick leave, vacation leave, holiday leave, comp time, executive leave, etc., and is, therefore, facing financial hardship. A determination on sick leave accruals shall be made on a case-by-case basis in accordance with the Family Medical Leave Act (FMLA).

The hours shall be deducted from the donor's leave balance, converted to dollars and used to compensate the recipient at the recipient's regular rate of pay. Donations shall be listed

in the order in which they are received by the ~~Office~~ Division of Human Resources. Each pay period, a sufficient number of donor hours shall be converted and used to compensate the recipient. Unconverted donations shall revert to the donor.

If sick leave is contributed:

a. The donor's balance cannot drop below two-hundred (200) hours; and,
b. Sick leave hours donated shall **not** count as hours used for the purposes of sick leave buy back.
c. Donations shall be made in whole hour increments.
d. Donated hours are irrevocable.
e. The recipient must have been employed with the City for at least six months of continuous service.
f. Requests may be initiated by the employee or on behalf of the employee, recommended by the Department Director with the agreement of the Human Resources Director and final approval by the City Manager.
g. The total number of hours donated to an employee shall not exceed the length of the approved leave of absence.

I~~H~~. JURY DUTY AND WITNESS LEAVE

All employees in the competitive service who are required to serve on a jury shall be entitled to regular compensation. Employees released early from jury duty shall immediately report back to their normal work assignment.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her employment with the City shall be allowed to do so without loss of compensation, unless it is the employee's own lawsuit.

An employee subpoenaed to appear in court in a matter unrelated to his or her official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation for this purpose.

J~~I~~. MILITARY LEAVE

Military leave will be granted as required by law. Prior to taking such leave, an employee shall present a copy of ~~his/her~~their military orders to the Department Director. Benefits shall continue to accrue to the extent required by law.

K~~J~~. PERSONAL LEAVE

At the sole discretion of the City, an employee may be granted a personal leave of absence upon the recommendation of the Department Director and the approval of the City Manager. The City may fill the position with a temporary or provisional employee during the term of the leave of absence or undertake any other appropriate measures to address workload needs. The employee shall take any available accrued leaves as compensation during a personal leave of absence.

1. Authorization

Employees requesting a personal leave of absence must submit the request in writing to their Department Director. The request should state the reason for the leave and the anticipated beginning and ending dates of the leave. The Department Director will submit the request along with his or her recommendation to the City Manager. The City Manager will make a decision in writing and transmit the decision to the employee. The decision of the City Manager shall be final and is not subject to grievance or appeal. The City Manager's determination will include, but is not limited to, the following factors:

a. Any history of excessive unauthorized absences or leave abuse;
b. Any detrimental effect on the operation of the department/division; and
c. The reason for the leave of absence. Examples of reasons that may be considered are:
    i. To take a course of study that will increase the employee's usefulness or effectiveness to the city
    ii. Other personal or family related reasons.

Use of the leave for a purpose other than that requested may be cause for forfeiture of reinstatement rights or disciplinary action, up to and including termination.

2. Length of Leave and Extension

Leaves of absence shall not exceed thirty (30) days, however, the City Manager reserves the right to extend the leave at ~~his/her~~their sole discretion for an additional period, not to exceed six (6) months. Employees requesting a leave extension must submit a written request no later than fourteen (~~-~~14) days prior to the approved expiration of the original leave. Employees that are granted an extended leave will be responsible for full payment of any benefit premiums.

3. Return from Leave

When an employee intends to return from an authorized leave of absence, either before or upon the expiration of such leave, the employee shall contact the Department Director at least fourteen (14) days prior to the planned day of return. The Department Director shall promptly notify the ~~Office~~ Division of Human Resources of the employees' intention. Failure of an employee to abide by this notification procedure or to report for work promptly on~~at~~ the date of leave expiration shall be grounds for discipline up to and including termination.

4. Adjustments to Accrual of Benefits

Sick leave, holidays, and vacation leave will not accrue during any unpaid leave time, unless otherwise expressly provided for in an applicable MOU. Employees on unpaid leave will be responsible for any benefit premiums during their leave of absence.

XI. RISK MANAGEMENT

A. WORKERS' COMPENSATION

1. Reporting Procedure

a. Any employee who is injured while on duty must immediately report the injury or illness to their immediate supervisor. The supervisor will provide the employee with the appropriate forms and turn the completed forms into Human Resources within 24 hours of the injury. In the event the employee is physically incapacitated, the supervisor shall complete and forward all forms and reports to Human Resources within 24 hours following the injury.

b. ~~The supervisor~~The ~~Office~~Division of ~~or~~ Human Resources ~~personnel may~~shall authorize medical treatment for the employee at the City's occupational~~industrial~~ medical clinic. An employee may seek medical treatment from his or her own physician if they have been previously designated and on file in Human Resources.

B. CIVILIAN EMPLOYEES

1. Use of Paid Accrued Leaves

If an employee is directed by the City's physician or the employee's physician to be absent from work due to the work-related injury the employee will be required to use their accrued leave time for compensation for the first three days of time off from work.

If it is determined that the employee is temporarily disabled and is ordered to be off work for more than fourteen (14) days, or has restrictions that the City cannot accommodate, the temporary disability payment, as required by the Workers' Compensation Act, will go back to the date of injury.

An employee shall apply pro-rated accrued sick leave, vacation leave or comp time to an absence and to receive compensation equal to the difference between the compensation which the employee is entitled under the Workers' Compensation Act and ~~his/her~~their regular City salary, not to exceed the amount of earned leave time. If the employee does so elect and has applied accrued leave to such absence, then he/she shall be entitled to receive compensation for absences following and related to the occurrence of a specific injury until sick leave is exhausted.

2. Benefits

Any employee shall continue to accrue vacation, holidays and sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from a work-related injury so long as the employee receives compensation payments under the provisions of the Workers' Compensation Act. A probationary employee shall be entitled to the same benefits as a regular employee, except the probationary employee shall not continue to earn eligibility for consideration for merit salary increases or regular status.

Medical care and payment for permanent disabilities incurred in the course of employment shall be as prescribed by the Workers' Compensation Act.

C. SWORN EMPLOYEES

Whenever a sworn peace officer or firefighter, or other employee eligible under Labor Code Section 4850, sustains a work related or industrial injury while actively engaged in law enforcement he/she shall receive compensation as provided under the Workers' Compensation Act and/or Labor Code provided under State Law. Such ~~officer~~ employee shall be placed on leave of absence at full salary and shall be paid by the City as long as required by Section 4850 and related Sections of the Labor Code. During the time the City is required to pay and actually pays, the employee shall not be entitled to receive any temporary disability payment under the Workers' Compensation Act, and the City shall be entitled to receive all payment which would otherwise be payable to such employee for such temporary disability or upon retirement.

D. LONG-TERM ILLNESS AND LABOR CODE SECTION 4850 APPOINTMENTS

The ~~Office~~ Division of Human Resources may declare a position temporarily vacant due to the absence of an employee on leave pursuant to Labor Code Section 4850 or on long-term illness leave and the position may be filled by a temporary or interim appointment. A person appointed to the position shall sign a statement acknowledging that:

- The appointment is temporary only, with no attainment of regular status; and
- If already employed by the City, the appointment will revert to ~~his/her~~their original position and salary range upon notice from the HR Director.

E.MODIFIED DUTY

When a City employee is being treated for a work or non-work related injury or illness and is determined fit by the City approved treating physician to return to work on a temporary basis with modified duties or tasks, the City will make every attempt to return the employee to work in a modified duty status. All such modified duty work assignments are to be within the limitations as described by the City approved physician who is qualified to render an opinion on the worker's physical abilities. Modified duty assignments for miscellaneous employees typically will not exceed sixty (60) days. For safety employees only, modified duty assignments typically will not exceed twelve (12) months. Due to staffing restrictions in some areas, light or modified duty may not be available. The determination of the availability of light or modified duty assignments will be made by the Department Director and the ~~Office~~ Division of Human Resources.

In the event an employee refuses the modified duty offered, and the employee satisfies the restrictions and ability to perform the modified duty, the City is not obligated to provide an alternative position. In such cases, Human Resources will notify the insurance carrier of the employee's refusal of the modified duty.

Any employee returning to modified duty must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify his or

her supervisor and provide Human Resources with a copy of the new medical release within twenty-four (24) hours.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the attending physician.

F.CHECK IN PROCEDURES

During the period of time that an employee is off work due to an industrial injury, the department may require the employee to check in with the ~~Office~~ Division of Human Resources on a regular basis.

G.ACCIDENT REPORTING, RECORDING AND ANALYSIS

The elimination of incidents, accidents, and injuries is a goal of the City of Redlands. In order to achieve this goal, a well- established system of reporting and recording vehicle and equipment accidents has been developed.

1. Definition

An accident is an ~~unintended~~ unplanned event ~~involving a vehicle or piece of equipment~~ that results in personal injury or property damage. An incident is an unplanned event that does not result in a personal injury but may result in property damage or is worth of recording.~~produces damage or injury.~~

2. Procedures for reporting ~~an~~ accidents/injuries/incidents

a. If life threatening, ~~Call or ask someone else to call 911 for emergency services;~~call 911 immediately;

~~a.~~b. Notify the ~~Office~~Division of Human Resources immediately;

c. ~~Call the supervisor and report the accident and all information regarding the accident;~~Notify supervisor;

~~b.~~

~~c. Call Risk Management for all accidents involving moving violations and requiring a full police report;~~

~~d. Gather all pertinent information at the accident scene to meet the accident reporting requirements. This will include names, addresses, phone numbers of the persons who are injured and/or involved and witnesses who may have seen the accident;~~

~~e.~~d. Complete all forms required by the City's safety policies and Injury and Illness Prevention Program. Forms must be submitted to ~~HR~~ the ~~Office~~Division of Human Resources within twenty-four (24) hours ~~of the accident~~;

~~f. Complete forms as required by the Department of Motor Vehicles, Department of Transportation and/or any other agency;~~

~~g. Submit to a drug and alcohol screening for all accidents involving a moving violation. Safety personnel may be exempt from drug testing requirements of this policy;~~

~~h. Comply with the instructions issued by the supervisor, Risk Management and/or safety personnel.~~

Employees using personal vehicles while on duty shall follow this policy and comply with these reporting procedures.

3. Supervisors' Responsibilities

If the employee is not able to complete the above information, the supervisor or ~~his/her~~their designee shall be dispatched to the accident to obtain the above information and complete the forms. In addition, the supervisor shall:

a. Notify HR and arrange transportation for employees required to submit to a drug and alcohol screening immediately after an accident;
b. Consult with ~~Determine whether or not~~ Risk Management to determine whether a drug and alcohol screening is necessary;~~should respond to employees accident that do not involve a moving violation;~~
c. ~~In consultation with the Office of Human Resources~~Consult with Risk Management for all accidents involving moving violations and require a full police report.~~, determine whether or not a drug and alcohol screening is necessary for accidents that do not involve a moving violation.~~

4. Employee Responsibilities

a. Submit to a drug and alcohol screening for all accidents involving a moving violation. Safety personnel may be exempt from drug testing requirements of this policy; and
b. Comply with the instructions issued by the supervisor, Risk Management, and/or safety personnel.

5. Risk Management Responsibilities

a. Ensure all relevant information is received;
b. Conduct a thorough investigation to provide recommendations; and
c. Complete forms as required by the Department of Motor Vehicles, Department of Transportation, and/or any other agency.

6. ~~4.~~ Accident Reports and Records

All accidents shall be reported to provide the City with an overall summary of events. A Report of Incident, Accident, or Injury Form shall be used to record pertinent information. The report shall include the following information:

a. Date and time of accident
b. Name of employee(s)
c. Department
d. Vehicle identification number
e. Location of accident
f. Brief description of accident

g. Fatalities and/or injuries
h. Property damage
i. Physical damage to City property
j. Photographs

If a Report of Incident, Accident or Injury form is not available the employee or supervisor is required to gather and record the above information using an alternative format.

7~~5~~. Accident Investigation

A thorough investigation shall be conducted to determine the primary cause of any injury, accidents, or incidents involving city vehicles and equipment. The investigator shall determine how the accident occurred, what physical evidence might be available, and obtain witness statements. The investigator shall gather information to reconstruct the events leading to the accident and should record those facts for future reference.

Contributing factors shall also be identified. Such an investigation helps to show the basic conditions responsible and ~~pint~~ point out the area(s) in which either specific or general corrective action should be taken. The information derived from the accident analysis should be used constructively to educate employees or change procedures in an effort to prevent future occurrences. This information may also be used to identify remedial training needs.

8~~6~~. Disciplinary Action

Any driver involved in an accident involving a City owned vehicle or piece of equipment and found to be negligent may be required to complete a driver safety training course and subject to disciplinary action, up to and including termination.

Resolution No. 8679

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE CITY'S PERSONNEL RULES AND REGULATIONS AND RESCINDING RESOLUTION NO. 8200.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council of the City of Redlands does hereby adopt the revised Personnel Rules and Regulations attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective on April 15, 2025.

Section 3. Resolution No. 8200 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED THIS 15th day of April, 2025.

_____
Mario Saucedo, Mayor, City of Redlands

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 15th day of April, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

CITY OF REDLANDS

PERSONNEL RULES AND REGULATIONS

APRIL, 2025

Adopted by Resolution of the City Council on: April XX, 2025

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City of Redlands. Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive, interfere with MOU's or to cover every situation that may arise. If a departmental standard operating procedure (SOP) is ever in conflict with the Personnel Rules and Regulations, the Personnel Rules and Regulations will apply. These policies may be amended at any time and will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the City Council.

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I. INTRODUCTION

A. ADOPTION OF PERSONNEL SYSTEM

In order to establish a uniform procedure for dealing with personnel matters, the personnel system set forth in these Rules and Regulations (hereinafter "Rules") is hereby adopted. These Rules supersede any prior rules and regulations and may be changed only upon approval of the City Council.

Where an applicable Memorandum of Understanding between the City and a recognized employee organization contains provisions that are inconsistent with those contained in these Rules, the language contained in the Memorandum of Understanding will govern. In the event of an emergency, any part or all of these Rules and Regulations may be suspended by order of the City Manager and such suspension shall remain in effect until the City Manager's order is withdrawn.

B. EQUAL OPPORTUNITY EMPLOYMENT

This Equal Employment Opportunity policy applies to all applicants, volunteers, and employees without exception. The City will not discriminate against qualified employees or applicants for employment on the basis of actual or perceived age, color, disability, ethnicity, family or marital status, sex (including pregnancy), gender identity, or sexual orientation, genetic information, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, any combination of protected characteristics, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. The City will afford equal employment opportunities for all qualified applicants or employees with respect to compensation and all terms and conditions of employment, including hiring, training, promotion, transfer, discipline, and termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the City's policy should report this experience immediately to their supervisor or the Division of Human Resources. The City will promptly investigate the report under the Complaint Procedure for

Discrimination, Harassment and Retaliation at Rule VI. Section E., of these Rules. Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

C. APPLICABILITY OF RULES

The provisions of these Rules shall apply to all offices, positions and employees in the competitive service of the City, except as otherwise indicated within a specific provision of these Rules.
With the exception of the City's EEO policy at Rule I. Section B., Complaint Procedure at Rule VI. Section E., Reasonable Accommodation Policy at Rule VI. Section H., or as otherwise stated, these Rules do not apply to the following offices and positions outside the competitive service:

- Elected Officers
- Members of appointed boards, commissions and committees;
- Persons engaged under contract to supply expert, professional, or technical services for a definite period of time;
- Volunteer personnel;
- City Manager;
- City Attorney;
- Department Directors
- Part Time Employees
- Hourly Employees

D. DEFINITION OF TERMS

Words and terms used in these Rules and in any ordinance or resolution dealing with these Rules and any other personnel policies or procedures are defined in the Rule to which they apply or as follows:

- "Actual hours worked" means all hours in which the employee actually performed work and does not include any paid or unpaid leave time (excluding jury duty), including but not limited to vacation and sick leave.
- "Advancement" means a salary increase within the limits of the pay range established for classifications provided by resolution.
- "Appointing Authority" means the City Manager or the City Manager's designee.
- "Appointment" means the employment of a person in a position.
- "At-will employee" means an employee that can be dismissed without just cause and without warning.
- "Base salary" means the salary range and step established in the Compensation Plan, exclusive of any overtime, shift-differential, incentive or other excludable pay an employee may receive.
- "Classification" means a group of positions substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and the application of common standards of selection and compensation.
- "Classification plan" means the designation by resolution of the City Council of a title for each classification together with the specifications for each classification as prepared and maintained by the Division of Human Resources.
- "Compensatory time off" means paid time off from work in lieu of overtime pay.

- “Competitive service” means employment in all positions in the City service except those specifically excluded by the Rules.
- "Day" means calendar day unless otherwise noted.
- "Demotion" means the voluntary or involuntary reduction of an employee from a position in one classification to a position in a lower classification.
- "Discharge" means the involuntary separation of an employee from the City service.
- “Eligibility list” means a list of names of persons who have successfully completed the examination process for a position in the competitive service, pursuant to Rule II (Classification Plan and Selection Process).
- “FLSA” stands for the Fair Labor Standards Act.
- “FLSA-exempt” refers to all employees who meet one or more of the duties test exemptions from overtime under the FLSA (e.g. executive, administrative, professional) and who is paid on a salary basis, as defined below.
- "Full-time position" means employment in which the employee normally works at least forty (40) hours per week. Employees working less than forty (40) hours per week in a job share of a full-time position will receive pro-rated benefits.
- “Hourly basis” means compensation paid according to the number of hours that employee actually works.
- "Hourly position" means employment in which the employee normally works less than 40 hours per week or no more than one thousand (1,000) hours per fiscal year.
- “Interim Appointment” means the appointment of an employee or individual to a classification in the City service on an interim basis.
- "Lay-off" means the termination of an employee from City service for reasons of economy, efficiency, or other non-disciplinary reasons, pursuant to Rule IV.D. (Lay-Offs) of these Rules.
- “Limited-Term Employee” means an employee that is not part of any bargaining unit, has a limited appointment, and is an at-will employee. All limited term employees must have City Council approval before being hired. Limited-Term employees may or may not be listed on the salary resolution. Limited-term employees are not guaranteed benefits, but benefits may be awarded on a case-by-case basis. Limited term employees should only be hired for short-term (less than 2 years) project-based work.
- “Merit salary increase” means the performance-based advancement of an employee's salary to a higher salary level within the established salary range for the employee's classification.
- “Non-exempt” refers to employees who are entitled to FLSA overtime, regardless of whether paid on a salary or hourly basis. Non-exempt does not include employees performing exempt duties on a primary basis under a temporary or acting appointment to an exempt-designated position.
- “Overtime” means all actual hours worked by a non-exempt employee in excess of forty (40) hours in the employee’s designated workweek, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible work schedule, or as designated under the FLSA.
- “Position” means a combination of duties and responsibilities assigned to a single employee and performed on either a full-time or part-time basis.

- "Probationary appointment" means employment for a working test period that is part of the selection process, during which a new or promoted employee is required to demonstrate satisfactory or better performance of the position's duties.
- "Promotional appointment" means the advancement of an employee from a position in one classification to a position in a higher classification.
- "Reclassification" means the reassignment of a position to another classification due to the material change of the job duties of a position, pursuant to Rule II.A. (Classification Plan) of these Rules.
- "Regular appointment" means the employment of a person in an authorized full-time position following successful completion of a probationary period in a full-time authorized position.
- "Rejection" means the discharge from the competitive service of an employee who has not successfully completed the initial probationary period.
- "Reinstatement" means the reappointment of an employee to a position in the same or a comparable classification within twelve (12) months of their separation in "good standing" pursuant to Rule IV.G. (Reinstatement) of these Rules.
- "Resignation" means the voluntary separation of an employee from the City service.
- "Safety sensitive" means a position or duty of a position that the City has designated as "safety sensitive" for purposes of implementing its Drug and Alcohol policy at Rule VI.H. of these Rules.
- "Salary basis" means compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work actually performed, except as required by the City's principles of public accountability for partial-day absences, or as otherwise set forth by FLSA.
- "Salary evaluation date" means the date on which a probationary or regular employee's performance is evaluated and the date upon which the employee is eligible, on the basis of job performance for a prescribed period, for a merit salary increase within the established salary range.
- "Seniority" means the employee's number of continuous years in competitive service from the employee's service anniversary date. Seniority in classification means the number of continuous years of service in the present or higher classification.
- "Separation" means the voluntary or involuntary termination of employment from City service.
- "Service anniversary date" means the original date of hire as a full-time employee for purposes of accruing benefits and determining years of service with the City.
- "Supervisor" may include coordinator, supervisor, manager, or director.
- "Suspension" means the temporary separation without pay of an employee from the competitive service for disciplinary purposes.
- "Temporary appointment" means an appointment to a regular position for a period of no more than six (6) months, unless extended, in writing, by the City Manager.
- "Transfer" means the reassignment of an employee from one position to another position in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.
- "Workweek" means, for purposes of overtime determination, a consecutive, seven-day period that begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible work

schedule, or as designated under the FLSA for safety employees. For employees working a 9/80 work schedule, their designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of the employee's eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- "Y-Rated" means the employee's existing salary is frozen until adjustments to the employee's salary cause it to fall within the new salary range.

E. ASSISTANT CITY MANAGER

The City Manager shall appoint the Assistant City Manager. The City Manager may delegate to the Assistant City Manager any of the powers and duties conferred upon him/her under these or other City rules, regulations, resolutions or ordinances. The Assistant City Manager, or their designee, shall be responsible for administration of these Personnel Rules.

II. CLASSIFICATION PLAN AND SELECTION PROCESS

A. CLASSIFICATION PLAN

1. Implementation of the Classification Plan

The Division of Human Resources, after consultation with directors of affected departments shall recommend a classification plan for all classifications in the competitive service that includes but is not limited to the following for each classification:

a. the classification title;
b. a description of typical duties and responsibilities;
c. the functions of the classification;
d. a statement of the desirable training, experience and other qualifications of applicants for the classification; and
e. whether the classification or any of its duties are safety-sensitive.

The Division of Human Resources shall ensure that all positions within the same classification are substantially similar with respect to duties, authority, character of work, and schedules of compensation.

2. Periodic Updates

From time to time, and not less than once every two years, the Division of Human Resources will review the classification plan to ensure that it is accurate and make amendments to reclassify or add positions or classifications or to make other changes as necessary or appropriate.

3. Adoption by City Council

The classification plan or any amendment thereto will become effective only upon adoption by resolution of the City Council. Upon adoption the classification plan or any amendment will take immediate effect.

4. **Assignment of Classifications to Bargaining Units**

   Assignment of classifications to employee units of representation will be at the sole discretion of the City Manager and in accordance with the Employer-Employee Relations Resolution.

B. NEW POSITIONS AND VACANCIES

New positions and permanent vacancies of regular positions in the competitive service may be filled by internal recruitments, appointments, interim appointments, promotions, reinstatement, transfer, demotion, or from an eligibility or promotional list, as deemed appropriate within the discretion of the Division of Human Resources.

C. JOB ANNOUNCEMENTS

Positions to be filled in the competitive service will be publicized electronically on the City Website. The position may be advertised on additional sites and publications as deemed appropriate by the Division of Human Resources and the Department Director. When distribution of a job announcement would detrimentally delay the filling of a position the City, in its sole discretion, may instead opt to fill the position temporarily from immediately available sources. In the event a job announcement is distributed, it will specify the following:

- Title and pay range of the classification for which the examination is announced;
- Nature of the work performed
- Desired skills and experience;
- Dates, time, place and manner of taking applications;
- Closing date for receiving applications;
- Minimum requirements for the position; and
- Other pertinent information in the discretion of the City.

D. APPLICATIONS

Applications are accepted electronically through an online applicant tracking system.

E. DISQUALIFICATION

The Division of Human Resources may reject any application for a position in the competitive service for reasons including, but not limited to, the following:

- The applicant did not properly complete the application;
- The application indicates on its face that the applicant does not possess the minimum qualifications for the position;
- The applicant is unable to perform the essential functions of the position sought, with or without reasonable accommodations;
- The applicant is currently using illegal drugs;
- The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying;
- The applicant is not legally permitted to work within the United States;
- The applicant has made a false statement of any material fact or practiced or attempted to practice deception or fraud in making application for employment; or

- For any material cause which in the judgment of the Assistant City Manager or their designee would render the applicant unsuitable for the position, including a prior resignation from City service, termination from City service, or significant disciplinary action.

The Division of Human Resources will notify candidates of the status of their application.

F. SUBJECT AND METHODS OF RECRUITMENT AND SELECTION

The Division of Human Resources, in consultation with the Department Director, will determine the process, manner, methods, applicant pool, and examinations that shall be given for all recruitments. All examinations and background checks will be job-related and consistent with a business necessity.
Examinations shall be competitive and may consist of written tests, oral tests, performance tests, evaluations of prior training and performance, experience and education, interviews, style assessments, file review, or any combination thereof.

All positions require a background check. In the case of employees handling money or other valuables in the course of their duties, a credit check may be done in accordance with the provisions of the Fair Credit Reporting Act (FCRA), Government Code Section 3308 and/or Labor Code Section 1024.5.

G. QUALIFYING GRADE AND RATING EXAMINATIONS

In all examinations the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

H. ELIGIBILITY LISTS

Eligibility lists will be established and certified by the Division of Human Resources or their designee following all applicable examinations. The eligibility list will consist of names of applicants with composite scores of at least seventy (70) percent.
When a vacancy exists for a position that has a current eligibility list, the Office of Human Resources will forward the eligible candidates to the hiring manager for consideration. Eligibility lists shall be valid and in effect for a period of one year. An eligibility list may be extended upon the recommendation of the Department Director and by action of the Division of Human Resources for additional six month periods, but in no event shall a list remain in effect for more than two years.
The Division of Human Resources may declare a list invalid and announce a new recruitment and examination period. In the alternative, the Division of Human Resources may make a temporary appointment until eligible candidates can be certified after appropriate examination.

I. REMOVAL OF NAMES FROM ELIGIBILITY LIST

Names may be removed from an eligibility list for any of the following reasons:

- If an eligible candidate requests orally or in writing that their name be removed;
- If an eligible candidate fails to accept an offer of employment within ten (10) days following the forwarding of such offer;
- If an eligible candidate on a promotional list resigns from the service;

- If an eligible candidate is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;
- If a person on the eligibility list leaves no forwarding address; or
- Other lawful reasons.

J. NOTIFICATION OF RESULTS

Every applicant taking part in the examination process shall be given written notice of their results. Any claim of error in rating or grading, must be submitted to the Division of Human Resources no later than ten (10) days after the date of notification, to be considered for correction. Applicants shall be provided with timely access to all information reasonably necessary to determine if an error in rating or grading has occurred.

K. NEPOTISM AND FRATERNIZATION POLICY

The purpose of this policy is to establish the nepotism and fraternization policy for the City of Redlands. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace and promote safety, security, effective supervision and morale.

The following definitions apply under this policy.

(a) A "romantic and/or sexual relationship" exists when two City employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation.

(b) “Dating” exists when two City employees engage in one or more social meetings under circumstances that may lead to exchange of personal affection, and sexual or physical intimacy.

(c) “Cohabitation” applies to those employees who live together in a romantic relationship without being married to one another.

(d) A “significant other” means an individual in a relationship between an employee of the City and another individual as defined herein in (a), (b), (c) and/or (d) and elsewhere in this policy.

1. Fraternization

- *Romantic Relationships Between Supervisors and Subordinate Employees Are Prohibited.*
  Public trust, safety and City morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a romantic or sexual relationship with other City employees. In order to promote efficient operation of the City and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender-based discrimination, romantic and/or sexual relations

between supervisors and subordinate employees are prohibited unless specifically permitted under this policy.

- *Romantic Relationships Between Co-Employees*
  Romantic and/or sexual relationships between co-employees may be prohibited should the City Manager or their designee determine that the circumstances potentially create an adverse impact on supervision, safety, security, or morale, or a conflict of interest.

2. Enforcement

The City reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this policy. If the City determines that a proscribed relationship (as defined by this policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

The City retains the right to refuse to place employees engaged in relationships prohibited by this policy in the same department where the City has determined that the circumstances potentially create an adverse impact on supervision, safety, security, morale or conflict of interest.

In order to implement such policies, and where the above circumstances exist and mandate that employees shall not work in a prohibited relationship, the City will attempt to transfer one party in the proscribed relationship to a similar classified position in another City Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position. Although the wishes of the parties involved as to which individual will be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, applicable due process procedures shall be applied.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which an employee in a proscribed relationship can be transferred, that employee may continue to be employed within the same City department subject to approval by the Department Director and the City Manager or their designee. However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise, becoming involved in a work environment that potentially creates an adverse impact on supervision, safety, security or morale or a conflict of interest.

If continuing employment of employees in a relationship prohibited by this policy cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one of the parties from City employment. Absent resignation by one affected employee, the less senior, in terms of overall

City service, of the employees involved shall be subject to separation. In the event of separation, applicable due process procedures shall be applied.

The provisions of this fraternization policy are not applicable to individuals married and employed by the City on or before the effective date of the initial adoption of this policy in their current state of marriage. As such, a change in marital status/cohabitation, etc. of any current employee, will result in the applicability of this policy. Furthermore, those employees are subject to any and all employment-related actions by the City, that are permissible pursuant to existing City policies and procedures to address conduct that is negatively impacting the work environment.

3. Nepotism

The City regulates the employment of relatives as that term is defined herein, so as to avoid potential conflicts of interest and to promote safety, security, efficiency and morale. The purpose of this section is to define those specific circumstances and to delineate the manner in which such employment issues will be addressed.

For purposes of this policy, "relative" means spouse, domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, in-laws of those enumerated by marriage or domestic partnership, legal guardian, significant other as defined herein, and/or any other individual related by blood or marriage living in the same household as the City employee.

An employee is defined as any person who receives a City payroll check for services, full or part time, rendered by the City of Redlands.

As of the effective date of the initial adoption of this policy, City employees who are relatives (as defined herein) shall not be affected in their current position except when the City Manager or their designee in consultation with the Department Director determines that the circumstances potentially create an adverse impact on supervision, safety, security or morale or a conflict of interest.

A business purpose exists and dictates that a prohibition on employment of relatives within City departments is essential to safety and efficiency when such employment results in any of the following:

- a supervisor-subordinate relationship;
- employment of relatives in the same department;
- the employees having job duties, which authorize performance of shared duties on the same or related work assignment;
- both employees being under the jurisdiction of the same immediate supervisor; or
- an adverse impact on supervision, safety, security, morale, or conflict of interest.

4. Effect of Post-Employment Marriage or Creation of Other "Relative" Status

In determining rules and regulations governing the employment of City employees who become relatives, as defined herein, after commencement of City employment, the City is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same authorize restrictions being placed upon married City employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, section 11057 Government Code section 12940(a)(3)).

Recognizing the principles stated above, the City determines that "marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a "spouse" is defined as a partner in marriage.

The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse where the City determines that there is a potential to create an adverse impact on supervision, safety, security, morale, or a conflict of interest.

The City retains the right to refuse to place spouses or other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security, morale or involves potential conflicts of interest. In order to implement these policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to do any of the following: attempt to redefine the job responsibilities of the related employees within the Department to minimize the conflict, if the redefinition of job status is not feasible, attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the parties involved as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive and efficient operation of the City. If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the City may be discharged by the City Manager. Married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the City Manager or their designee. However, any such continuing

employment is predicated upon both spouses or other similarly situated relative as defined in this policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved in a work environment that has the potential for adverse impact on supervision, safety, security, morale, or a conflict of interest.

It is the duty of all involved employees who are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists in which the involved employee may be in violation of this policy. The City reserves the right to reasonably investigate the situation and determine whether the employee has violated this policy.

III. APPOINTMENTS

A. OFFERS OF APPOINTMENT

The City Manager or their designee shall effect an appointment by extending a conditional offer of appointment to an applicant. If the applicant accepts the offer of appointment, the appointment shall be deemed complete, subject to a medical examination as set out in Rule III.B. If the applicant does not accept the offer of appointment within the time period designated by the Division of Human Resources, the offer will expire and the offer of appointment shall be deemed to have been declined by applicant.

B. PRE-EMPLOYMENT MEDICAL EXAMINATIONS

All offers for appointment to a position in the competitive service will be contingent upon the appointee passing a medical and/or psychological examination and testing to determine whether the appointee can perform the essential functions of the job, with or without reasonable accommodation. Such pre-employment medical examinations shall also include illegal drug screening in accordance with the provisions of California Government Code Section 12954. If the examination reveals that the appointee cannot perform the essential functions of the job, with or without reasonable accommodations, or that the person uses illegal drugs, the person may be disqualified from consideration for employment.

C. PROBATIONARY APPOINTMENTS

All original and promotional appointments shall be tentative and subject to successful completion of a probationary period of not less than one year of actual and continuous service. The probationary period for safety employees (sworn police and fire personnel) shall not be less than one year of actual and continuous service after completion of safety academy training. The probationary period will be automatically extended for all approved unpaid leaves of absence of thirty (30) days or more taken during the period for the time equivalent to the length of the leave of absence. The probationary period may be extended for time periods in which an employee is placed on modified or light duty.
The probationary period shall be part of the testing process and shall be utilized for observing the employee's work. Probationary employees are at-will employees who do not have property or vested rights in their positions with the City.

During the probationary period, an employee may be rejected at any time without cause and without right of appeal, or grievance or hearing.

If the service of the probationary employee has been satisfactory to the Department Director, the appointing authority, prior to expiration of the probationary period, shall submit a satisfactory performance evaluation to the Division of Human Resources. Upon consultation with the Division of Human Resources, the Department Director may also opt to extend an employee's probationary period by a maximum period of six (6) months past the end of the initial probationary period. The Department Director recommending an extension must file their recommendation in writing with the Division of Human Resources prior to expiration of the probationary period. The Department Director will notify an employee of either recommendation prior to the expiration of their probationary period.
An employee shall be granted regular status unless he/she is notified in writing of an extension of probation or rejection prior to the end of probation.

D. REGULAR APPOINTMENTS

Following successful completion of a probationary period in a full-time authorized position, an employee shall be classified as a regular appointee.

E. TEMPORARY APPOINTMENTS

When the service demands of the City are such that an open competitive recruitment process is not practical and/or in the absence of an eligibility list, the appointing authority may make a temporary appointment. All temporary appointments are subject to the following requirements:

- Any person appointed to temporary status must meet the minimum qualifications for the position to which he/she is being appointed.
- No temporary appointment may exceed a period of 960 hours.
- Temporary appointees will be compensated at the hourly equivalent of the salary range assigned to a regular employee in the same classification. Temporary employees who are regular City employees at the time of temporary appointment continue to accrue leave time and any additional benefits in accordance with their regular assignment. However, temporary appointees who are new City employees at the time of temporary appointment will not accrue leave time or any additional benefits except those required by law, i.e. workers' compensation and Social Security, and are also not eligible for salary increases.
- Prior to being appointed to regular status, a temporary appointee shall successfully complete the competitive recruitment process, if any.

F. INTERIM APPOINTMENTS

Whenever the needs of the City require, due to the vacancy or extended illness of a member of the management or director group, or other extenuating circumstances, the Division of Human Resources may appoint on an interim basis, a regular employee from the lower classification to perform the duties of the vacant higher position. The affected Department Director shall indicate in writing to the Division

of Human Resources the need for the interim appointment and any recommended employee(s) to serve in the appointment.
An employee appointed to an interim assignment does not have due process rights. The City Manager, in their sole discretion, may terminate the assignment at any time without any due process.
To be eligible for an interim appointment, the appointee must possess the minimum qualifications of the higher classification in the judgment of the Division of Human Resources and as recommended by the affected Department Director.
The employee assigned to perform the duties of a higher classification, shall not serve for more than 960 hours in a higher classification that is vacant without the position subject to the announcement and selection process set forth in Rule II.
If the person is subsequently promoted from interim capacity into the same position in a regular capacity, the period of time of service in the interim capacity may be credited to the required period of probation for regular appointment.

G. PROMOTIONAL APPOINTMENTS

Promotional appointees are subject to the same application and probationary employment requirements as all other regular applicants. In the event that a promotional appointee does not pass probation, the Division of Human Resources, in consultation with the Department Director, may return the employee to their previous position or another position in the same classification or lower classification for which he/she is qualified. Reinstatement to another position is not guaranteed. The employee does not have property interest in the previous position and waives the right to be reinstated upon acceptance of a promotional appointment. The employee shall not serve a new probationary period in a lower classification.

The effective date of a promotional appointment shall determine the employee's new performance evaluation date. Promoted employees shall be evaluated after six (6) months' service and shall be evaluated annually thereafter.

H. EMERGENCY APPOINTMENTS

To meet the immediate requirement of an emergency condition, such as major fire, flood, earthquake, or other public calamity that threatens public life or property, a Department Director, in consultation with the Division of Human Resources, may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance, these Rules, or other rules and regulation affecting appointments. As soon as possible, such appointments shall be reported to the City Manager. Such employees serve at the will of the City Manager and may be dismissed without cause and without any right of appeal, grievance or hearing.

I.LIMITED-TERM APPOINTMENTS

To meet the immediate emergency need or the immediate project-based staffing need, Department Directors may request to fill a limited-term appointment. Upon approval of the Human Resources Director and the City Manager, the requesting Department Director should request permission to fill a limited-term appointment through City Council action. Limited-term appointments should be allowed for no more than two years from the date of council approval. Approval to hire and recruit a limited-

term employees is provided through Council action and limited-term employees may or may not be listed on the Salary Resolution.

Limited-term employees are at-will employees and are not subject to the personnel rules and regulations and are not a member of a recognized City bargaining group. Benefit eligibility will be determined by the number of hours per week that the limited-term employee works, and any benefit-eligible, limited term employee will be notified of their eligibility of benefits in writing at the time of hire. Limited-term employee's employment can be ended without reason or notice at any time.

IV. CHANGES TO POSITIONS

A.TRANSFERS

An employee must be in his or her position for a minimum of 6 months before he or she may request a transfer. A transfer means the reassignment of an employee from one position to another position in the same classification or another classification having the same salary range, involving the performance of basically the same or similar duties, and requiring substantially the same minimum qualifications. The employee must make a written request to the Department Director for consideration and the position to which the transfer is requested must be vacant. The employee's current Department Director may deny the transfer request in their sole discretion. A transfer may be granted only on the approval of any affected Department Director, in consultation with the Division of Human Resources.
If an employee voluntarily transfers to another position in the same or comparable classification and is not successful, the Division of Human Resources, in consultation with the affected Department Director, may return the employee to their former position. There is no guarantee of placement back into the previous position or to another position. The employee does not have property interest in the previous position and waives the right to be reinstated upon acceptance of a transfer.
The employee's salary evaluation date shall remain the same as it was before the transfer.

Based on the needs of each department, the City reserves the right to transfer employees to other positions in the same classification or comparable classification to maintain efficient and productive workflows.

B. RECLASSIFICATION

Should the Division of Human Resources determine that the job duties of a position in the competitive service have materially changed at the direction of the City, and not because the employee voluntarily assumed or declined duties, the Division of Human Resources, in its discretion, may reassign the position to another classification.

Upon receipt of the request for reclassification, the Division of Human Resources will review the request and determine if a classification study is warranted. The following criteria are generally applied in determining whether or not reclassification is warranted:

- Clear evidence of working out of classification on a full-time basis for a minimum of nine months;
- The change in duties performed or the knowledge, skills, and abilities required must be clearly above the highest level required in the employee's current classification;
- The change in duties must not be temporary or transitional;
- The Department Director or designee must have assigned the change in duties;
- The employee must meet the minimum qualifications of the higher-level position including any required licenses/certificates, experience, and educational requirements;
- An assignment of additional duties that are similar in scope to those duties already within the classification would not constitute a reclassification;
- Workload issues are not indicative of a reclassification;
- The personal qualities or performance of an employee occupying a position shall not be a criterion for reclassification.

In the case of an upward reclassification, an employee may be reclassified without competitive exam if the Division of Human Resources determines that the employee has met the minimum qualifications of the new classification and has performed the duties of the reclassified position for a minimum period of nine (9) months and is expected to continue performing the duties. The employee shall be placed at the closest step within the new salary range that would provide a minimum of a five percent (5%) increase. Reclassification shall not be used for the purpose of avoiding the competitive selection processes. Employees may submit a request for reclassification no more than once a year.

The employee's salary evaluation date shall not change and there will be no new probationary period as a result of a reclassification.

C. DEMOTIONS

An employee may be involuntarily demoted for cause pursuant to the Disciplinary Action policy or for organizational reasons, pursuant to Layoffs. Employees may seek voluntary demotion through the competitive selection process.

A demoted employee shall be required to serve a probationary period in the lower classification unless the lower classification is in the same job series, or the employee previously completed probation in the lower classification. The salary of a demoted employee may not exceed the maximum salary of the new classification. In the event the demoted employee does not pass probation, the employee will be terminated from employment.

The effective date of a demotion shall establish a new salary evaluation date.

D. LAY-OFFS

Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate lay-offs. In determining the order of lay-offs, a combination of

factors shall be considered, including, but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands and needs of the City. Variations from the order of lay-offs and recall from lay-off may occur when the City deems such variations appropriate under the circumstances.

The factors the City, in its discretion, may use to determine the order of layoff include, but are not limited to, the following:

- An employee's last four performance evaluations, if any;
- Any history of employee commendations, awards, etc.;
- Any history of employee disciplinary action;
- Attendance record, including tardiness and unexcused absences;
- Safety record, including personal injury and damage to city property;
- Probationary and temporary employees shall be laid off before a regular employee in the same classification;
- Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority may be laid off first;
- Between two regular appointees in the same classification, the employee with lesser skills, abilities, qualifications, merit and/or record may be laid off first, without regard to seniority;
- Memoranda of Understanding between the City and effected bargaining units.

E. BUMPING

Bumping means the displacement of an employee from their position by an employee in a higher classification who formerly held the same position, or a position in the same job family.

A laid off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified in the job classification specification. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest position.

The City will notify laid off employees of any positions available for bumping. Following such notifications, the employee must notify the Division of Human Resources in writing of their intent to exercise the bumping rights within seven (7) days, and the position and classification into which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.

Where there is more than one employee in a position available for bumping, the factors in Section D – Lay-offs, or the conditions set forth in a council approved Memorandum of Understanding, will be used to determine which employee, if any will be bumped.

Any displaced employee shall be considered laid off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specific in Section D – Lay-offs.

F. SEPARATIONS

All employees who separate from the City, that is, whose employment with the City terminated through separation for cause, layoff, resignation, or retirement must:

- Return all City property to the Division of Human Resources, immediate supervisor, or department designee prior to receiving the final paycheck;
- Clear any existing financial obligations to the City;

In addition, employees who resign or retire must also adhere to the following procedures before they will be deemed to have terminated in good standing:

- Submit a written notification stating your intent to terminate, and the proposed effective date to your immediate supervisor or the Division of Human Resources.
- Provide a minimum notice of two weeks. The City encourages employees who become aware of their pending termination from the City to let the Division of Human Resources know as far in advance as possible. Once the City has accepted the resignation, it is irrevocable.

G. REINSTATEMENT

At the recommendation of the Department Director, and with the approval of the Division of Human Resources, employees who resigned, retired, or were laid off and were in good standing at the time of separation, may be reinstated within twelve (12) months to their former position, if vacant, or to a vacant position in the same classification without being subject to the application and selection process.

A reinstated employee shall serve a probationary period, unless otherwise approved by the City Manager. An individual requesting reinstatement shall be required to pass a medical and/or psychological examination and any other qualifying tests or procedures as in the case of a new employee. If reinstated, credit may be granted for prior service in terms of benefit accrual rates and seniority in the discretion of the Division of Human Resources and the Department Director; provided, however, that employees reinstated after layoff shall receive credit for prior service with the City.

V. COMPENSATION

A. COMPENSATION PLAN

1. Compensation Principles

The City of Redlands is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. Accordingly, the City establishes its compensation system in accordance with the principles of public accountability.

2. Compensation Plan

The Division of Human Resources shall prepare a compensation plan that includes the following:

a. Salary ranges for all classifications in the competitive service, showing the minimum and maximum rates of pay;
b. A designation of the position as full-time, hourly, or temporary;
c. A designation of the position as paid on an hourly or salary basis.

3. Review of Compensation Plan

The compensation plan will be reviewed periodically, but not less than every two years. The Division of Human Resources shall determine whether any modifications are necessary due to changes to positions or classifications, including changes to exempt or non-exempt status. The City Manager shall submit any modified compensation plan in the proposed form to the City Council for adoption.

B. SALARY UPON APPOINTMENT

Initial appointments shall be normally made at the first step of the salary range for the particular classification in which the appointment is made. When, in the judgment of the Department Director, the education, training, and/or experience of a proposed employee are such that a salary in excess of the first step is justified, the City Manager may authorize an appointment to a position at a higher step in the salary range.

C. SALARY UPON INTERIM APPOINTMENT

An employee appointed to an interim assignment shall receive the salary rate of the higher classification in which the employee is performing the required duties. If the employee's current salary is above the starting salary of the interim classification, the employee shall be placed on the new salary range at the closest step that will provide a minimum increase of five percent (5%). A person appointed in an interim capacity shall be eligible to receive merit increases in their regular position during the acting appointment but shall not be entitled to merit increases in the position which is held in the interim capacity. Additionally, the employee will remain in their current bargaining unit and receive the benefits of that unit.

D. SALARY UPON PROMOTION

An employee who is appointed to a position in a classification allocated to a higher salary range that the employee's present classification shall receive the next highest monthly salary which is at least five percent (5%) higher than the employee's current base salary, but in no case more than the top step of the new salary range. Payment in such new salary range shall commence at the beginning of the pay period in which the appointment becomes effective.

E. SALARY UPON TRANSFER

An employee who is transferred from one position to another in the same classification or to another position having the same salary range shall be compensated at the same step in the salary range as previously received. The performance evaluation date shall remain unchanged.

F. SALARY UPON RECLASSIFICATION

1. Upward Reclassification

An employee whose position is reclassified to a job classification with a higher salary range, and who meets the qualifications and requirements for the new classification, shall be compensated at the closest step within the new salary range that will provide a minimum increase of five percent (5%). A new probationary period is not required, and the performance review date shall not change.

2. Downward Reclassification

An employee whose position is reclassified to a job classification with a lower salary range shall:

a. Retain their current salary if the current salary is the same as a step within the salary range of the new classification;
b. Be placed at the closest step within the salary range of the new classification that approximates the current salary if the current salary is between steps within the new salary range;
c. Be placed at the maximum step of the new range if the current salary is above the new range; or
d. Be assigned a Y-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the Y-rating. A Y-rating requires approval of the City Council.

G. SALARY RANGE CHANGE

Periodically, in order to maintain competitive salaries, a compensation study may be conducted on positions within the compensation plan. Based on the study, positions may be placed in a new range in the salary schedule. Employees affected by a salary range change will be placed in the new salary

range at the step closest to their current salary that does not result in a reduction in pay for the employee.

H. SALARY UPON DEMOTION

The salary of an employee who is demoted for cause or voluntarily to a position in a classification allocated to a lower salary range than the employee's current classification shall be reduced to a step in the salary range for the classification to which the employees has been demoted. The Department Director, with the approval of the City Manager, shall determine the step within the range on which the demoted employee will be placed. An employee demoted pursuant to a lay-off shall be compensated at the nearest lower monthly salary rate in the salary range for the classification to which he/she has been demoted to the employee's salary rate prior to layoff. The effective date of the demotion shall establish a new salary evaluation date.

I. MERIT SALARY INCREASES

1. Eligibility for a Merit Increase

Merit increases are based solely upon job performance, they are not automatic, and there is no annual entitlement to them. Employees are eligible for a merit increase each year based upon the evaluation of their performance. Only regular appointees are eligible for merit increases, and no employees will receive an advancement that exceeds the maximum rate established for their classification. In order to receive a merit increase, employees must receive both a rating of "meets expectations" or above on their job performance evaluation and a recommendation for a merit increase by the Department Director. Any such merit increases will be applied to the employee's most recent evaluation date.

In the event an employee's overall rating is not at a "meets expectations" or above, they will not be eligible for a merit increase until the next evaluation period. The employee shall also be placed on a performance improvement plan for a period of no less than 90 days.

2. Merit Increases for Exceptional Circumstances

Upon written recommendation of a Department Director, the City Manager, in their sole discretion, may authorize a merit increase outside of a regularly scheduled performance evaluation if exceptional performance or other appropriate circumstances warrant advancement. An increase for exceptional performance shall not exceed the highest step in the employee's current salary range. The evaluation date will not change due to an increase outside of the regular performance schedule.

J.BILINGUAL COMPENSATION

The City shall provide additional compensation to employees for the performance of bilingual skills. Compensation for bilingual pay shall be established by a Memorandum of Understanding approved by the City Council. The Department Director may recommend that an employee be considered for

bilingual pay based on the needs of the department. The employee must demonstrate their bilingual skills through a verbal competency exam created and administered by the Division of Human Resources. The City shall determine the number of employees to receive bilingual pay and the languages for which testing shall be conducted.

If an employee receiving bilingual pay receives a change in assignment, classification, job duties, or is transferred or promoted, the Department Director may determine that bilingual skills are no longer required for the position and the compensation will be removed from the employee with no right of appeal.

K. OVERTIME COMPENSATION

If circumstances warrant, employees may be required, and are expected to perform, overtime work. All overtime work must have the approval of the appropriate supervisor prior to actual performance of the work. Failure to obtain such approval in advance shall be justification for discipline up to, and including, termination. All overtime work shall be compensated at one and one-half times the employee's regular rate of pay under the Fair Labor Standards Act for overtime hours worked. Only actual hours worked shall be considered as hours worked for purposes of calculating overtime pay, unless authorized in a Memorandum of Understanding adopted by the City Council. No overtime shall be recorded for less than 6 minutes of work.

L. COMPENSATORY TIME OFF

Employees may opt to accrue Compensatory Time Off (CTO) in lieu of cash payment for overtime worked if the requirements of this policy have been met.

CTO shall accrue at the rate of one and one-half time hours for each overtime hour worked in accordance with the Fair Labor Standards Act. No employee may accumulate CTO in excess of eighty hours unless provided by a City Council approved Memorandum of Understanding. Overtime will be compensated in pay only after 80 hours of CTO have accumulated. Use of compensatory time off earned shall be granted provided that: 1) its use does not unduly disrupt the operations of the City; and 2) the request is made to the employee's Department Director or designee no later than five days prior to the time when the employee desires to the use the leave. Employees working in more than one department must submit the CTO request to the Head of each affected department. If the employee does not provide five (5) calendar days' notice, or if the City can document that the use of CTO would unduly disrupt City operations, the City will cash out the CTO requested at the end of the current pay period in the regular paycheck.

M. DEDUCTIONS FROM EXEMPT EMPLOYEE'S PAY

Exempt employees may not have their pay reduced for variations in the quantity or quality of work performed. Exempt employees must normally receive their full salary for any week in which they

perform work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any work week in which they perform no work at all for the City. Exempt employees who are absent from work for personal reasons or because of illness may be required to utilize available leave balances toward the absence. Deductions from an exempt employee's pay cannot be made as a result of the following circumstances:

- Jury Duty
- Attendance as a witness;
- Temporary military leave;
- Disciplinary action other than a major safety violation, except when the employee does not work any hours for an entire week; or
- Partial days.

N. ERRORS IN COMPENSATION

In the event of any underpayment of which the City becomes aware, the employee shall receive any amount due him/her on the next regular pay period. In extenuating circumstances, an additional check may be processed prior to the next pay period. In the event of an overpayment the City will recoup the overpayment as agreed upon by the City and the employee. Employees shall review each of their paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately bring the error to the attention of their supervisor, the Finance Office, or the Division of Human Resources.

VI. GENERAL EMPLOYMENT MATTERS

A. HOURS OF WORK

Daily hours of work (or shifts) for employees within departments shall be assigned by the employees' applicable Memorandum of Understanding (MOU) or by Department Directors as required to meet operational requirements. The Department Director may change an employee's work period, week, or hours at any time to meet the requirements of the City. Changes shall be made in accordance with applicable MOU.

Any foreseeable absence or deviation from regular working hours desired by an employee shall be cleared in advance through the employee's supervisor, and such absences shall be noted on the employee's time sheet.

With the approval of the Department Director and concurrence of the employee association, an employee may be assigned a flexible work schedule so long as the employee's work schedule totals forty (40) hours within the employee's designated work week and so long as the needs of the public and City are being met. The start and stop of the work week for employees on a flexible work schedule will be designated at the time the flexible work schedule is assigned to the employee.

B. TIMEKEEPING

All employees must sign and accurately record all hours worked and any leave taken on their timesheets. Employees must submit their timesheets on a bi-weekly basis to their supervisor. Employees must immediately report any errors on a timesheet that has already been submitted to their supervisor.

C. ATTENDANCE

Employees are expected to report to work as scheduled, on time, and prepared to start work. Unauthorized tardiness and absence cause disruptions in coverage of assignment and City operations. Employees are also expected to remain at work for their entire work schedule, except when required to leave on authorized city business or some other authorized leave. All departments shall keep daily attendance records of employees, which shall be reported to the Finance Director on the employees' timesheet.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or Memorandum of Understanding for the particular type of leave that they are requesting.

Employees who are unexpectedly unable to report to work as scheduled on any particular day must call/text their immediate supervisor no later than their scheduled time to begin work for that day, or as otherwise required by the Department. If the employee's immediate supervisor is not available, then the employee must notify the Department Director or their designee. Employees must inform their supervisor of the expected duration of any late arrival or absence. Employees must report their absence each day. Failure to do so is considered an unreported absence. Employees who call later then their scheduled time to begin work for their assigned shift will be deemed to have an unreported absence. Failure to contact the department at all to report an absence will be considered a no call/no show. Employees who are absent for three (3) or more consecutive days without notifying their department will be presumed to have abandoned/resigned their position. The Division of Human Resources will provide a notice of separation to the employee's last known address. If within ten (10) days of said notice, the employee can show good cause for the failure to report to duty, the Assistant City Manager or their designee, in their discretion may, after consultation with the Department Director, reverse the resignation.

Any reported absence that is three (3) or more consecutive days will be considered a leave of absence, subject to approval. Please refer to Section X, Leave of Absence. Abuse or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline.

Failure on the part of an employee who is absent without notification or authorization to return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and or address will constitute an automatic resignation effective as of the last day

an employee worked if, within ten (10) calendar days of said notice, the employee can show good cause for the failure to return to duty, The Division of Human Resources, in their discretion may, after consultation with the Department Director, reverse the resignation.

D. EMPLOYEE PERFORMANCE EVALUATION

A report on the performance of each employee shall be made by respective Department Directors or their designees after completion of a probationary period and annually thereafter. Unless changed in accordance with these Rules and Regulations, these evaluation dates shall constitute the employee's salary evaluation date for purposes of eligibility for a merit salary increase; provided, however, the employee shall continue to receive performance evaluations on said date even after the employee has reached the top of the applicable salary range. In addition, a performance evaluation may be prepared at any other time at the discretion of the employee's supervisor.

Each department is responsible for the timely evaluation of their employees. Each performance evaluation shall be discussed with the employee. TheDivision of Human Resources will track and report the annual performance evaluations and will maintain a copy of each evaluation in the employee's official personnel file.

The performance evaluation will address areas of successful performance and areas that need improvement. Within the evaluation any area that falls below a "Meets Standard" will result in a Performance Improvement Plan (PIP) for a minimum period of sixty (60) days at the discretion of the Division of Human Resources. Employees receiving an overall rating below "Meets Expectations" are not eligible to receive a merit increase. The employee will have the opportunity to comment regarding work performance, either in written statement attached to the report or orally. Comments must be submitted within fifteen (15) days of receipt of the evaluation. In the case of a public safety officer, they shall have thirty (30) days from receipt of evaluation to respond. The employee shall sign the performance report to acknowledge that the employee is aware of its contents and has discussed the report with the evaluator. The employee's signature does not necessarily indicate agreement with the contents of the report. In the event that an employee refuses to sign the evaluation following their review of the evaluation, such refusal will be so noted by the evaluator on the evaluation form.

The employee will receive a copy of the performance evaluation. The original, along with any written comments submitted by the employee, will be placed in the employee's official personnel file.

E. DISCRIMINATION, HARASSMENT & RETALIATION

The City of Redlands strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the City should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees should be able to work and learn in a safe environment. For that reason, the City will not tolerate unlawful discrimination or harassment of any kind. The City has zero tolerance for conduct that violates this policy. Conduct need

not arise to the level of a violation of the law to violate this policy. Through enforcement of this policy and by education of employees, the City will seek to prevent, correct, and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and ensure that prohibited conduct does not occur. This includes applicants, City employees, and contractors of the City. Disciplinary action, up to and including termination, will be taken against any employee or officer who is found to have violated this policy. Any contractor who has been found to have violated this policy will be subject to appropriate sanctions.

The City of Redlands, in compliance with all applicable federal, state, and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

1. Discrimination

It is a violation of policy to discriminate in the provision of employment opportunities, benefits, or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of the discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability, sex including reproductive health decision-making, pregnancy, gender, sexual orientation, gender identity, gender expression, genetic information, veteran status, ancestry, marital status, off-duty cannabis use, results of employer-required drug test finding "nonpsychoactive cannabis metabolites", any combination of protected characteristics or any other protected classification under state and federal law.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state, and local laws, including Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008 (GINA), the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

2. Harassment

The City prohibits harassment, including sexual harassment, of any kind and will take appropriate and immediate action in response to complaints or knowledge of the violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any person working for or on behalf of the City. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability, or any other protected status, including epithets, slurs, and negative stereotyping;
- Nonverbal harassment includes distribution, display, or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion, or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, disability, gender identity, marital status, veteran status, or any other protected status.
- Physical harassment includes assault, impeding or blocking movement, physically interfering with normal work or movement, pinching, grabbing, patting, propositioning, leering, making expressed or implied job threats or promises in return for submission of physical acts, or stalking.

3. Sexual Harassment

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964, as amended, and is prohibited under the City's harassment policy. According to the U.S. Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment."

There are two types of sexual harassment: (1) quid pro quo and (2) hostile work environment. Sexual harassment can be physical and psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises and whether or not the incidents occur during working hours.
Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual batter, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body;
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience;

- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; or
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that person's sex.

4. Retaliation

No hardship, loss, benefit, threat or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment;
- Appearing as a witness in the investigation of a complaint of discrimination or harassment;
- Serving as an investigator of a complaint of discrimination or harassment; or
- Refusing to follow an order or directive that is discriminatory or harassing in nature.

5. Complaint Procedure:

If an applicant, employee, officer, or contractor feels he/she has been discriminated against, harassed or retaliated against in violation of these rules, he/she should report the conduct immediately and according to the following procedure so that the complaint can be resolved quickly and fairly.

a. Report to Management: Inappropriate conduct should be reported to any supervisor, Department Director, the City Manager, or the Division of Human Resources. The individual should provide all details of the incident or incidents, names of individuals involved, and the names of any witnesses. The supervisor or manager must take all complaints of alleged or possible harassment or discrimination seriously, ensure that harassment or inappropriate sexually oriented conduct is immediately reported to Human Resources so that a prompt investigation may occur, and take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints. Managers and supervisors who knowingly allow or tolerate harassment or retaliation including the failure to immediately report such misconduct to Human Resources are in violation of this policy and subject to discipline.
b. Investigation: The City Manager or their designee will immediately undertake an effective, discrete, thorough, and objective investigation of the allegations at issue. All complaints will be investigated to the extent that the City deems appropriate. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of

the content of the interview, and that retaliation against those who report alleged conduct or participate in the complaint procedure is prohibited.

c. Investigation of Unreported Potential Violations: The City takes a proactive approach to the problem of discriminatory, harassing, or retaliatory conduct and will conduct an investigation if its officers, officials, supervisors or managers become aware that discrimination, harassment or retaliatory conduct may be occurring, regardless of whether the recipient or a third party reports a potential violation.

d. Remedial and Disciplinary Action: If the investigation concludes that conduct in violation of this policy has occurred, the City will notify the offended and offending parties of the general conclusions of the investigation and will take effective remedial action that is designed to end the violation. Any employee or officer determined to be responsible for violating this policy will be subject to appropriate disciplinary action up to and including termination. Any official or contractor found to be responsible for violating this policy will be subject to appropriate sanctions.

6. Confidentiality

The City recognizes that confidentiality is important to all parties involved in an investigation. Complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible.

An individual who is interviewed during the course of an investigation is prohibited from discussing the investigation or its subject matter with other employees of the City, with the exception of their union representative, legal counsel, or as otherwise directed by the Division of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline up to, and including, termination.

The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order.

F. BULLYING

The City of Redlands defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Types and examples of such behavior are listed below. Such behavior violates the City of Redlands values and the City of Redlands Code of Ethics.

The purpose of this policy is to communicate to all employees, including supervisor, managers, and executives that the City of Redlands will not in any instance tolerate bullying behavior. Anyone found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, when an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining appropriate discipline. The City of Redlands considers the following types of behavior examples of bullying:

- Verbal Bullying: slandering, ridiculing, or maligning a person or their family; persistent name calling which is hurtful, insulting, or humiliating, using a person as the subject of jokes; abusive and offensive remarks;
- Physical Bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property;
- Gesture Bullying: non-verbal threatening gestures, glances which can convey threatening messages; and
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Personal insults and use of offensive nicknames;
- Using verbal or obscene gestures;
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property);
- Spreading rumors and gossip regarding individuals;
- Persistent singling out of one person in a negative manner;
- Shouting, raising voice at an individual in public and/or in private; Public humiliation in any form;
- Demeaning comments and public reprimands;
- Not allowing the person to speak or express him/herself, one on one or in groups/meetings (i.e., ignoring or interrupting);
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.);
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- Repeatedly accusing someone of errors which cannot be documented;
- Deliberately interfering with mail and other communications;
- Encouraging others to disregard a supervisor's instructions;
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions); and
- Repeatedly inflicting menial tasks not in keeping with the normal responsibilities of the job.

All City staff will be held accountable for their actions as well as their response to any such actions. Anyone with knowledge of such actions is required to report such information immediately to their supervisor or to the Division of Human Resources immediately. Failure to report or respond immediately to such actions may result in disciplinary action.

G. WORKPLACE VIOLENCE

The purpose of this policy is to ensure a safe workplace, reduce the risk of violence and provide guidance to employees, supervisors, and managers in the event that they encounter a situation that they believe could result in workplace violence.

1. Examples of Prohibited Behaviors

The City does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The following list provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Committing acts motivated by, or related to, sexual harassment or domestic violence; or
- Possessing a weapon while on company property or while on company business.

Non-sworn employees are prohibited from possessing or using dangerous weapons and firearms at any time while on duty, on standby and while on City premises. Exceptions to this policy shall only be granted upon prior approval by the Chief of Police and the City Manager. Sworn employees in the Police and Fire Departments will follow their respective departmental policies regarding firearms and weapons.

Any potentially dangerous situations must be immediately reported to a supervisor or the Division of Human Resources. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need to know basis.

The following procedures should be used in dealing with potential violence:

a. On the Job – there are situations where relationships between employees or between an employee and the supervisor result in strong negative feelings by the individuals involved. Any persons involved in situations where they fear that physical retaliation may occur, or where someone has made verbal threats of physical violence, should immediately discuss it with their supervisor (or with management, if the supervisor is involved).
b. Dealing with the Public – Similar situations could occur in employee contacts with the public. While the City has a strong commitment to customer service, the City does not intend for employees to be subjected to continuous verbal or physical abuse by customers. As in item number 1 above, any persons involved in situations where they fear that physical retaliation may occur, or where someone has made verbal threats of physical violence, should immediately discuss it with their supervisor. Further concern over the possibility of physical violence should be immediately discussed with management and reported to the Police Department.

2. **Management Actions**

When any of the above situations is brought to the attention of department management, an evaluation of the severity of the situation must be made immediately. If it is concluded that there is a likelihood that violence could result, management shall:

- Discuss the situation with employees who are likely to come in contact with the subject. Provide a description of the subject and instructions on actions to be taken if the subject comes to the work site.
- Contact the Division of Human Resources and provide information on steps being taken. If the subject is scheduled to be at the work site and the department feels that security is required, the Division of Human Resources will make arrangements with the Police Department.
- In all cases, if there is an immediate need for Police Department intervention, call 911.

If an employee has made a threat of violence, has initiated a violent act, or has violated the policy regarding firearms and weapons, management will take disciplinary action, up to and including, termination.

H. REASONABLE ACCOMMODATION

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that prohibits employers with 15 or more employees from discriminating against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. The California Fair Employment and Housing Act (FEHA) is a state law that makes in unlawful for an employer with five (5) or more employees to discriminate against individuals with disabilities by engaging in prohibiting employment practices and requires employers to provide reasonable accommodation for individuals with known disabilities. A reasonable accommodation includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

It is the policy of the City to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

1. **Procedures**

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant.

Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace and the threat cannot be eliminated by reasonable accommodation, will be found unqualified and will not be hired.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job, unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, or if the accommodation creates an undue hardship to the City. An undue hardship is an action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, the following factors should be considered:

- The nature and cost of the accommodation;
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of people employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility;
- The overall financial resources of the employer including the size, number, type and location of facilities; and
- The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- The geographic separateness, administrative or fiscal relationship of the facility or facilities involved. (California Government Code Section 12926 (u).)

The Division of Human Resources is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

An employee or applicant who desires a reasonable accommodation should make such a request in writing to the Division of Human Resources. The request must include: 1) the job-related functions that need accommodation; and 2) the desired reasonable accommodation.

Following receipt of the request, the Division of Human Resources will respond to the individual and schedule a meeting with the individual. The Division of Human Resources may require that the individual undergo a fitness for duty examination to determine whether the individual can perform the essential functions of the job with or without accommodation. The Division of Human Resources may require that this examination be conducted by a city-approved physician. Whether a reasonable accommodation can be made and the type of accommodation provided shall be determined by the Division of Human Resources after engaging in the interactive process with the employee and the appropriate supervisor, manager, or Department Director. The outcome of the interactive process and any accommodations made will be provided to the employee in writing.

An employee or applicant who believes he/she has been denied a reasonable accommodation may file a complaint with the City Manager. The City Manager's determination will be final with respect to the City.

I.FITNESS FOR DUTY EXAMINATIONS

The City is committed to maintaining a safe and productive workplace. In order to provide a safe work environment, employees must be able to perform their jobs in a safe, secure, productive, and effective manner and remain able to do so throughout the entire course of their employment. Employees who are not fit for duty may present a safety hazard to themselves, to other employees, the City, or the public.

The purpose of this policy is to establish procedures by which the City will evaluate an employee's fitness for duty. A fitness for duty examination may be required when:

- An employee's conduct creates a reasonable belief that a threat to the health or safety of the employee or others exists; or
- There is objective evidence that the employee cannot perform the essential job functions.

The City may require that the fitness for duty exam be conducted by a City approved physician. The City will pay for an exam that it initiates under this policy and the exam will take place while the employee is in paid status.

Any information obtained from a fitness for duty examination will be kept confidential in accordance with applicable law.

J. EMPLOYEE DRESS STANDARDS

The City strives to maintain a workplace environment that is well functioning, free from unnecessary distractions and conveys a high degree of professionalism. All employees are expected to present a professional, businesslike image to customers and the public. Clothing and appearance shall be neat, clean, and in good taste. Employees shall dress in accordance with general standards and guidelines designed to promote professionalism in the workplace. Dress shall be suitable for both the work location and the job duties.

Clothing

Business casual attire is expected of all employees. Basic elements of appropriate and professional business attire include clothing that is in neat and clean condition. Business casual dress is defined as the following:

- Casual shirts: all shirts with collars, business casual crewneck or V-neck shirts, blouses, sweaters, golf and polo shirts. Examples of inappropriate shirts include t-shirts, shirts with inappropriate slogans or graphics, tank tops, muscle shirts, halter tops, spaghetti straps or strapless shirts.
- Pants: khakis, slacks, trousers and jeans without holes or frays. Examples of inappropriate pants include shorts, sweatpants, or exercise wear.

- Shoes: slip on or tie shoes, deck shoes, dress sandals, clean athletic shoes, heels. Examples of inappropriate shoes include flip flops or thongs or crocs.

Appropriate workplace attire does not include clothing that is too tight or revealing, clothing with rips or tears, or any extreme style or fashion in dress, footwear, accessories, or fragrances.

At times, employees may be required to dress in professional business attire which would include dress shirts with ties, suits, slacks, skirts, or dresses.

Jewelry and Tattoos

The City recognizes that personal appearance is an important element of self-expression and strives not to control or dictate employee appearance. The city expects all employees to exercise appropriate judgment with regard to personal appearance, dress, and grooming. The City allows reasonable self-expression through personal appearance, such as jewelry and tattoos, unless it conflicts with an employee's ability to perform their job effectively or it is regarded as offensive or harassing towards others. Factors that management may consider when determining whether jewelry or tattoos pose a conflict with the employee's job or work environment include:

- Personal safety of self or others or damage to public property;
- Productivity or work performance;
- Offensiveness to co-workers, customers, vendors, or others in the workplace;
- Customer complaints.

Reasonable Accommodation of Religious Beliefs

The City recognizes the importance of individually held religious beliefs. The City will reasonably accommodate an employee's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues. Employees seeking an accommodation for workplace attire based on religious beliefs should contact the Division of Human Resources.

Exceptions in the dress standards may be made to accommodate special assignments and/or work conditions. All exceptions shall be approved in advance by the Department Director. Employees who do not meet dress standards may be sent home to change and will be required to use accruals or not be paid for that time off.

K. UNIFORMS

Uniforms shall be required for designated field personnel to ensure City employees may be easily identified and recognized as such. Employees designated to wear a uniform represent the City of Redlands. In order to present an exemplary image to the public, employees shall follow these general guidelines:

- Uniforms shall be neat, clean and properly maintained.
- Faded, worn and/or stained uniforms shall not be worn on duty and shall be replaced.
- Uniform shirts shall be tucked into pants.

- Outer garments shall bear City identification, such as City patches or lettering. Temporary clothing such as disposable coveralls and raingear are exempt from the identification requirement.
- Hats shall be City of Redlands uniform hats and shall be worn with the bill facing the front.
- The use of headbands, bandanas and other head gear shall be approved by the supervisor prior to being worn. Generally, supervisors shall approve items that are clean, neat and in a neutral color.
- Short pants may be worn at any time during the year, provided that wearing them does not present a safety hazard. Short pants shall be uniform shorts only. Jean shorts, exercise shorts or any other type of non-uniform shorts are unacceptable. Boxer shorts, spandex exercise pants and/or other clothing items shall not be seen extending above or below the short pants.
- When short pants are worn, socks shall be white or a color which matches the City uniform. Socks shall not extend above the boot more than two inches.
- Long sleeved shirts shall not be worn under short sleeved uniform shirts. Tee shirts may be worn under uniform shirts however, the sleeve cannot extend beyond the sleeve of the uniform shirt.
- Upon separation of employment with the City, the employee shall return all City-owned uniforms in their possession to their supervisor in a clean condition, ready to wear, prior to receipt of their final paycheck.
- Any modifications to the uniform must be approved by the Department Director and reviewed by the Division of Human Resources for consistency purposes.

1. Wear

Departments Heads shall determine which job classifications and/or divisions are designated to wear City uniforms. Employees in these job classifications and divisions shall wear City uniforms during standard working hours. Uniforms shall be worn if an employee is called back to work from their off-duty period. If a full uniform is not available at the time the employee is called out, the employee shall wear some other type of identification such as a badge, jacket or hat with City patches, etc.

City uniforms and any recognizable portion of a City uniform (i.e., anything with a badge, patch, or City of Redlands designation) shall not be worn for anything other than official City business. Employees shall be aware of public perception and the assumption that uniformed personnel are on duty.

2. Responsibility

It is the responsibility of the Department Director to ensure the Uniform Policy is understood and adhered to by all department employees required to wear uniforms. This Uniform Policy shall be made available to all civilian employees required to wear a uniform. It is the responsibility of the employee to ensure the items issued and worn are in compliance with this policy.

Employees who do not adhere to the provisions contained in this policy may be subject to disciplinary action. Any proposed disciplinary action related to this policy for non-sworn employees must be reviewed by the Division of Human Resources prior to the action being taken to ensure consistency. Modifications to the uniform which are requested by the employee and approved by the Department Director must be paid for by the employee.

3. Safety

Department Directors may establish standards which are stricter than those contained within this policy for safety reasons. An example of this would be the requirement of steel-toed boots or hard-soled shoes for specific classifications. Department Directors and their designees may also require that safety gear or equipment be worn, such as hard hats or reflective arm bands.

Purchase:

All uniforms shall be ordered and/or purchased through the City.

4. Allowance

Any uniform or boot allowance shall be paid in accordance with the appropriate employee's Memorandum of Understanding.

L. IDENTIFICATION BADGES/CARDS

The City of Redlands believes it is important to maintain a safe and professional work environment. For this reason, all employees will be provided and shall carry a City-issued badge or identification card at all times while on duty. Human Resources shall issue identification cards to employees on or before the first day of employment. Safety employees may be provided their badges and/or identification cards by the Police or Fire department. If part of a uniform, badges shall be worn in accordance with department policy. Part time, temporary and intern employees may be required to display City identification at all times when on duty. Employees shall be responsible for lost or misplaced badges and identification cards. The employee shall reimburse the City for the cost of replacement. Badges and identification cards shall be returned to the Division of Human Resources upon separation of employment with the City.

M. USE OF CITY VEHICLES AND AUTOMOTIVE EQUIPMENT

The purpose of this policy is to establish procedures for the use, care and non-emergency operation of City-owned vehicles and automotive equipment. City vehicles and equipment shall only be operated by authorized City employees and volunteers.

1. Licenses

Authorized City employees and volunteers must possess an appropriate and valid California driver's license for the designated vehicle and/or equipment they operate. Supervisors shall be responsible for ensuring that their employees have a current license.

2. Assignment of Vehicles and Equipment

The City Manager or their designee shall assign vehicles and equipment to departments based upon City and department needs. New vehicles and equipment shall be approved by the City Council through the budget process or during a regular City Council meeting.

If more than one department requests an available vehicle or piece of equipment, each Department Director shall justify their need in writing to the City Manager. The City Manager shall make the final determination. If the City Manager decides that a vehicle or piece of

equipment no longer meets the needs of the assigned department but may be of use to another department, a transfer may be made.

The transfer of vehicles and/or equipment from one department to another shall be coordinated through the Facilities and Community Services Department and approved by the City Manager. The City Manager may dispose of vehicles and equipment no longer meeting the needs of the City.

3. Safe Operation of Vehicles and Equipment

Employees/volunteers using City vehicles and automotive equipment shall be held individually responsible for the safe operation of the vehicles and equipment which they are using.

Employees and volunteers operating City vehicles and equipment shall do so in a reasonable and prudent manner, having due regard for street surfaces and other conditions which may affect safe operation. Employees and volunteers shall operate vehicles and equipment in accordance with City and department policies and provisions of the California Vehicle Code. Employees shall accept full responsibility for fines incurred as a result of any driving, parking and/or other traffic violations.

4. Use of Seat Belts

It is the intent of the City of Redlands to provide the safest environment possible for employees and/or volunteers using vehicles and equipment in the course of their employment. No employee or volunteer shall operate or ride in any vehicle or equipment without being properly secured in a seat belt. Employees and/or volunteers shall adjust safety restraint devices so they are comfortable yet provide maximum protection in the event of an accident.

Police, Fire, and Solid Waste employees shall use seat belts in accordance with the California Vehicle Code, department standard operating procedures, and other legislation pertaining to the use of seat belts.

5. Use of Cellular Phones and Radios

Employees shall refrain from talking or texting on hand-held cellular phones and radios while operating vehicles and equipment. When communication is necessary due to emergency or other work-related circumstances, employees shall park and stop the vehicle/equipment prior to using the communication device.

Exceptions may be made for Police and Fire personnel.

6. Inspection of Vehicles and Equipment:

The procedure for ensuring proper operation and maintenance of vehicles and equipment is as follows:

a. The Department Director shall designate supervisory personnel to be accountable for all vehicles and equipment assigned to the department. The supervisor(s) shall be responsible for assigning the vehicles and equipment to a job site, project or employee. Non-supervisory employees do not have authorization to assign equipment and vehicles to others.

b. Supervisors shall instruct employees on the safe operation and preventive maintenance requirements for the vehicle or equipment to be utilized.
c. Supervisors shall ensure that employees have the proper training and certification required for assigned vehicles and equipment.
d. Employees shall conduct daily inspections of assigned vehicles and equipment as required by the Department of Transportation regulations. Inspections shall occur at the beginning of each shift when vehicles and equipment will be utilized.
e. Employees shall complete a department inspection report documenting the following: visible damage, safety items, service needs and maintenance requirements. These inspection reports shall be submitted to the supervisor immediately following the inspection.
f. The supervisor shall be responsible for reviewing the inspection reports and taking appropriate action.

7. Maintenance of Vehicles and Equipment

Employees shall be responsible for the care, cleanliness (exterior and interior) and general maintenance of assigned vehicles and equipment.

- The City shall provide supplies necessary for the care, cleaning and maintenance of vehicles and equipment.
- Supervisors shall allow employees to perform care, cleaning and minor maintenance tasks while on duty.
- Employees shall make periodic inspections of all fluid levels and correct any deficiencies.
- Supervisors shall make weekly inspections of the vehicles and equipment assigned to subordinates to ensure they are being maintained according to policy.
- Supervisors shall ensure employees adhere to the routine service and maintenance schedules established by the Equipment Maintenance Division.
- Employees shall complete the appropriate Equipment Maintenance forms to describe service needs and requested repairs when leaving vehicles and equipment for service at the City Garage. Forms shall be submitted to a supervising mechanic.
- Vehicles and equipment requiring warranty service shall be taken to the City Garage where authorized personnel shall arrange appropriate service.
- No modifications shall be made, or accessories added, to City vehicles and/or equipment without the express authorization from the department supervisor, Equipment Maintenance Superintendent and City Manager.
- All vehicles and equipment shall be secured by removing keys, closing windows, and locking doors prior to storing at the Corporate Yard and other facilities.

8. Accidents Involving Vehicles and Equipment

Accidents involving City vehicles and equipment shall be reported as follows:

a. Accidents shall be reported to the appropriate law enforcement agency, if necessary, to Human Resources/Risk Management and to the department supervisor immediately.

b. Employees shall complete the City's Incident, Accident, and Injury Form and submit it to the supervisor.
c. The supervisor, upon receipt of the employee's accident report, shall review the report, investigate the facts, and complete the Supervisor's Accident Investigation Form, and submit a recommendation along with the completed employee's Incident, Accident, and Injury Form to Human Resources/Risk Management within twenty-four (24) hours.
d. Any damage resulting to vehicles and equipment, other than an accident, shall be reported to the department supervisor immediately and shall be subject to the same procedure as accidents.
e. Damage to City vehicles and equipment due to negligence, unsafe driving or operation, or damage due to willful misconduct by an employee may be cause for disciplinary action up to, and including, termination.

9. Use of Vehicles and Equipment

Employees may be assigned vehicles and/or equipment for use during standard business hours to conduct official City business.

Employees may need to utilize vehicles to attend official functions inside and outside of the city limits. Employees shall not use City vehicles and equipment outside the City without prior authorization from the Department Director.

Vehicles and equipment may be used after hours to conduct official City business. After hours employees may use City vehicles as transportation from their residence to the assigned work site and back to the residence.

10. Use of Private Vehicles

Private vehicles shall not be used for work-related activities without the permission of the Department Director or designee.

11. Personal Use of Vehicles and Equipment

City vehicles and equipment shall only be used for work-related purposes and shall not be used for personal errands or transport. Exceptions may be made by the City Manager or through an approved and fully executed Memorandum of Understanding.

City vehicles and equipment may be authorized for take-home use in accordance with the following criteria:

a. The authorization for the take-home use of City vehicles and equipment shall be based on operational need.

b. The City Manager shall authorize all take home use of City vehicles and equipment not otherwise permitted by an approved and fully executed Memorandum of Understanding.

c. Safety personnel and other employees responding to emergencies may be provided with City vehicles that have specific equipment. Such take home assignments are regarded as a requirement of the job and shall be identified by the Department Director and City Manager.

d. The City Manager may discontinue the use of a take home vehicle assignment upon finding that the position and responsibility of the position no longer requires such usage, or that such usage is not in the best interest of the City, including that the employee is not complying with the requirements of this policy.

e. An employee who is authorized to take home a City vehicle and/or equipment shall make reasonable efforts to protect the vehicle and/or equipment against loss and/or damage. This may include the removal of portable equipment from the interior of the vehicle.

f. Employees must account to the City for the authorized personal use of City vehicles. The usage must be substantiated (for example, mileage), the time and place of the travel, and the purpose of the travel. Written records made at the time of each use are the best evidence. All personal use of a City-provided vehicle will be included in employee wages per Internal Revenue Code Sections 123 and 611. This paragraph is not applicable to sworn safety units.

12. Regular Take Home Authorization and Assignment

Regular or permanent take-home authorization of City vehicles and equipment, not otherwise permitted by an approved and fully executed Memorandum of Understanding, shall be approved by the City Manager and based on the following criteria:

a. The employee resides within forty (40) miles of the Redlands City Limits. Employees currently assigned a take home vehicle will be grandfathered at the time of adoption of these rules and regulations.

b. The employee is regularly and frequently subject to call for emergency response, has specific expertise and must respond with a specially equipped vehicle.

c. The employee provides regular and frequent off duty supervision where no subordinate has been designated to act.

d. An employee who, on an average of fifty (50%) of the standard work week, is required to begin or end daily work activities at sites other than the permanent work station.

e. There is a specialized assignment, approved by the City Manager and Department Director, requiring the use of City vehicles and/or equipment.

f. Employees may not use City-provided vehicles for personal purposes, other than commuting or de minimis personal use. Employees shall be responsible for use of the vehicle in compliance with City and department policies and procedures.

g. Employees must account to the City for the regular take home of City vehicles. The usage must be substantiated (for example, mileage), the time and place of the travel, and the purpose of the travel. Written records made at the time of each use are the best evidence. All personal use of a City-provided vehicle will be included in employee wages per Internal Revenue Code Sections 123 and 611. This paragraph not applicable to sworn safety units.

13. Temporary Take Home Authorization and Assignment

Temporary take home authorization of City vehicles and equipment shall be approved by the Department Director in accordance with the following criteria:

a. The temporary assignment of City vehicles and equipment for take home use shall not exceed thirty (30) days.
b. The employee resides within forty (40) miles of the City Limits of Redlands.
c. The employee is assigned to "Stand By" or "On Call" status, as defined in respective Memoranda of Understanding, for emergency response, has specific expertise and must respond with a specially equipped vehicle.
d. There is a temporary or specialized assignment, approved by the Department Director, requiring the use of City vehicles and/or equipment.

14. Miscellaneous

This policy does not preclude departments from implementing additional, department-specific policies and procedures related to the use of City vehicles and equipment.

The use of tobacco products, in all forms, is prohibited in City vehicles and equipment.

Any violation of this policy is subject to disciplinary action, up to and including termination.

N. TRAVEL AND EXPENSE REIMBURSEMENT POLICY

1. Overview

It is the policy of the City of Redlands to reimburse staff for reasonable and necessary expenses incurred in connection with approved travel on behalf of the City. The City strongly encourages employees to book travel in advance and to utilize travel discounts when making travel arrangements.

Employees seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, or will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken.

Travel Includes:

- Attendance at workshops, seminars, conventions, conferences, or other meetings of interest to the City and/or authorized travel for any purpose in connection with official City responsibilities.

Approval:

- All travel must be approved in advance by the employee's Department Director or their designee. This process must be documented by completing a Training/Travel Request Form if the cost of training/travel is estimated to exceed $500.
- When the Employee is a Department Director, City Attorney, City Clerk, or City Treasurer, the travel must be approved by the City Manager or their designee. City Manager or Council Member travel must be approved by a member of the City Council.
- All out of country travel by City employees, including Department Directors, appointed, and elected officials, requires the approval of the City Council in an open meeting.

2. Compensation While Traveling

Non-exempt employees shall be paid their hourly rate as hours worked while they are traveling (whether by automobile, airplane, train, etc.) for City-approved, job-related purposes. Non-exempt employees will be paid their hourly rate for actual hours spent in training and for travel time. When a non-exempt employee is not required to report to their regular employment site on a day he/she attends City-approved training, paid travel time shall be calculated as the lesser of the time spent travelling from the non-exempt employee's residence to the training site and back or the time spent traveling from their regular employment site to the training site and back. If the non-exempt employee is required to report to their regular employment site on a day he/she attends City-approved training, paid travel time shall be calculated as the time spent traveling from their regular employment site to the training site and back, regardless of where the non-exempt employee resides.

3. Authorization and Responsibility

Employee travel must be authorized, and employees should verify that their travel is eligible for reimbursement before making travel arrangements. Employees should utilize the Training and Travel Request Form.

Within sixty (60) calendar days of travel completion, employees must submit an Expense Reimbursement Claim Form with original receipts and supporting documentation.

The Expense Reimbursement Claim Form must be signed by the Department Director or designated authority. Designated approval authorities are required to review expenditures and withhold reimbursement if there is a reason to believe that the expenditures are inappropriate or extravagant.

Employees should review this policy before spending personal funds for City travel to determine if such expenses are reimbursable. The City reserves the right to deny reimbursement of travel-related expenses for failure to comply with this policy.

4. Vacation in conjunction with business travel

In cases where an employee is utilizing vacation time in conjunction with City-related travel, any cost variance in airfare, car rental or lodging must be clearly identified on the Expense Reimbursement Claim Form. The City will not prepay any personal expenses with the intention of being "repaid" at a later time, nor will any personal expenses be reimbursed; only expenses incurred during the dates of City-related travel will be reimbursed.

5. Permissible prepaid travel expenses

Before leaving on travel, the City may issue prepayments for the following expenses:

- airfare
- rail transportation
- conference registration fees

Employee may also request advance per diem allowance to cover meals and incidental expenses during travel as defined in Section H. The request must be submitted to Finance for processing no earlier than four (4) weeks prior to departure date.

If the employee has received a prepayment and is unable to attend the event, they are required to request a refund of all prepaid expenses. The Department Director or designated authority are responsible for ensuring that employees request refunds for all prepaid expenses. The City reserves the right to request reimbursement from employees for all non-refundable prepaid expenses. Employees have a minimum of thirty (30) calendar days to reimburse the City for any non-refundable prepaid expenses.

If the employee has received an advance per diem allowance but is unable to attend or complete the event, he/she should refund the City for the unused portion of the per diem allowance within thirty (30) days after the event date or his/her return. The Department Director or designated authority are responsible for informing Finance Department in writing of the impending refund and the amount owed to the City. Failure of the City employee to refund the unused portion within thirty (30) days after the event date or his/her return will cause the City to recover the amount via payroll deduction on the employee's next paycheck.

If a City employee who received a prepayment attends the event or completes the required travel for work and there is any unused portion of the prepayment remaining, the employee will refund to the City the unused portion within thirty (30) days after the event date or his/her

return. Failure to do so will cause the City to recover the amount via payroll deduction on the employee's next paycheck.

Permissible prepaid travel expenses must be reconciled within 30 days upon the conclusion of the event or the employee's return, whichever is sooner.

6. Reimbursable Expenses

Reimbursement requests for travel expenses are submitted on an Expense Reimbursement Claim form signed by the designated approval authority and accompanied by the following (if applicable):

- Approved Training and Travel Request Form;
- Itemized expense receipts;
- Internet map showing route and miles traveled;
- Event brochure or flyer;
- GSA Meals & Incidentals Breakdown for destination; and
- Listing of prepaid travel expenses

All original itemized receipts must be attached, with the exception of per diem allowances, as well as a copy of the event schedule (if applicable). If a City employee has lost a receipt or unable to obtain an itemized receipt for a travel-related expense, a memo signed by their department head is required. These forms must be submitted to the Finance Division within sixty (60) calendar days after the travel is completed. Forms not submitted within this time frame require exception approval from the Management Service Director or City Manager or their designee.

Reimbursement of travel expenses is based on documentation of reasonable and actual expenses supported by the original, itemized receipts. The City will reimburse travel expenses for the most efficient and economical mode of transportation. Reimbursements that may be paid by the City are shown below.

Airfare. An original itemized airline receipt, an e-ticket receipt/statement or an Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

Employees are expected to obtain the lowest available airfare that reasonably meets business travel needs. Airfare should be booked for economy/coach class only; Business or First class is not reimbursable. Upgrades are not reimbursable. Employees are encouraged to book flights at least 30 days in advance to avoid premium pricing. If the airline charges additional charges for checked luggage, only the cost of the first checked bag will be reimbursed.

Rail transportation. The City will pay for rail transportation provided that the cost does not exceed the cost of the least expensive airfare.

An original itemized receipt, original e-ticket receipt/statement or Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

Mileage. Reimbursement for use of a personal automobile is based on the current reimbursement rate determined by the Internal Revenue Service. Mileage reimbursement is granted only when employees are required to use their personal vehicle in connection with their assignment and in the performance of their duties. An Expense Reimbursement Claim Form must be submitted to the Finance Department to receive mileage reimbursement. Attached should be a copy of an internet map showing the route and mileage traveled.

Reimbursable mileage will be based on the estimated most direct or fastest google map route and shall be calculated from the primary worksite of the employee to the various destinations and return to the primary worksite. In the event an employee does not visit the regular place of work on their scheduled workday, mileage shall be reimbursed for any miles that exceed the employee's normal commute. Employee must then submit an internet map showing route and miles from home to work, point of origin to point of destination, and return trip to point of origin.

A valid driver's license issued within the United States and personal automobile insurance are required for expenses to be reimbursed. Drivers should be aware of the extent of coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature.

Automobile Rental. Reimbursement for a commercial rental vehicle as a primary mode of transportation is authorized only if the rental vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible.

The City authorizes reimbursement for the most economic vehicles available (economy or midsize). The itemized rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Drivers must adhere to the rental requirements, and restrictions must be followed. Original receipts are required.

When vehicle rentals are necessary, the City encourages Employees to purchase collision damage waiver (CDW) and loss damage waiver (LDW) coverage. The City will reimburse the cost of CDW and LDW coverage; all other insurance reimbursements will be denied.

Drivers should be aware of the extent of a coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature.

Employees are strongly encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

Conference registration fees. The City will reimburse these fees, including business-related banquets or meals that are part of the conference registration. Original receipts to support the payment are required. If the conference does not provide a receipt, then a brochure along with a cancelled check, credit card slip/statement or documentation that the amount was paid is required for reimbursement.

A prorated amount for the meals provided must be deducted from the Employee's per diem. See Meals (per diem) for more detail. Entertainment activities such as golf outings and sightseeing tours will not be reimbursed.

Lodging. The cost of overnight lodging (room rate and tax only) will be reimbursed to the employee if the authorized travel is 50 miles or more from the employee's home or primary worksite. Exceptions to this restriction may be approved in writing by the Department Director, City Manager, or his/he designee.

The City will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. Only single room rates are authorized for payment or reimbursement unless the second party represents the agency in an authorized capacity. If the lodging receipt shows more than a single occupancy, the single room rate must be noted. If reimbursement for more than the single room rate is requested, the name of the second person must be included. The lodging receipt must be itemized listing all expenses.

Meals and Incidentals (Per Diem). Per Diem reimbursement will be issued for meals and incidentals for travel that is fifty (50) miles or more from the employee's primary worksite. For one day travel in excess of fifty (50) miles, seventy-five (75%) of the applicable GSA daily per diem rate will be provided.

The City's per diem rates are based on the U.S. General Services Administration Guidelines, which vary by location. The rates are listed online at www.gsa.gov. In addition to meals these rates include incidental expenses such as service tips (e.g., housekeeping or porter tips). Incidental expenses, unless specifically cited in this policy, will not be reimbursed.

The maximum reimbursable gratuity for meals is twenty percent (20%) of allowable meal expenses and taxes. For the first and last days of travel, seventy-five percent (75%) of the applicable GSA daily per diem rates will apply. This will also apply to all multi-day travels not requiring an overnight stay. If meal is provided on the first and/or last day of travel, the City will deduct the entire allocated meal cost from the decreased per diem rate in accordance with the GSA requirement and Code of Federal Regulations (CFR) 41.301-11.18.

Receipts are not required for per diem allowances.

Business Meals and Expenses. Employees are allowed reimbursement for meals and various business expenses when the opportunity to discuss the City's concern with state and federal

officials, participating in regional, state and national organizations whose activities affect the City, or promoting public service and morale by recognizing such service. Business expense reimbursements must be an authorized expense in benefit of the City.

Parking and Tolls. Original receipts are required for parking fees and tolls (including airport parking). The lodging bill can be used as a receipt when charges are included as part of the overnight stay.

If, in lieu of parking at the airport, the City employee obtains a ride to and from the airport, the cost of the mileage for both round trips will be covered up to what the cost would have been for one round-trip plus the cost of long-term parking for the required travel period.

Miscellaneous transportation. Original itemized receipts are required for taxi, bus, subway, metro, ferry, rideshare, and other modes of transportation.

Visa, passport fees and immunizations. If these items are required for international travel, their reimbursement is left to the discretion of the Department Director. If approved by the designated authority, original itemized receipts are required.

7. Non-reimbursable Travel Expenses

The following items that may be associated with business travel will not be reimbursed by the City:

- Airline club memberships;
- Airline upgrades and excess baggage;
- Alcohol;
- Business or First Class airfare;
- Childcare, babysitting, house-sitting, or pet-sitting/kennel charges;
- Commuting between home and the primary work location;
- Costs incurred by employee's failure to cancel travel or hotel reservations in a timely fashion;
- Evening or formal wear expenses;
- General use clothing;
- Haircuts and personal grooming;
- Laundry and dry cleaning;
- Lost luggage and personal items;
- Passports, vaccinations and visas when not required as a specific and necessary condition of the travel assignment;
- Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and related incidental costs;
- Repairs to personal vehicles;
- Travel accident insurance premiums or purchase of additional travel insurance;
- Valet parking, unless the hotel or venue prohibits guests from parking their own vehicles;
- Traffic and/or parking violation fines; or
- Other expenses not directly related to City related travel.

8.Travel for Non-Employees

Additional costs for travel, lodging, meals or other travel expenses for spouses or other family members will not be reimbursed.

O. CREDIT CARD POLICY

The City of Redlands uses a variety of methods for the purchase of goods and services, including petty cash, purchase orders, and disbursement vouchers, along with credit cards, which are overseen by either the City Manager's Office or purchasing depending on the type of card. Processing purchase orders is not cost effective for low dollar value goods. Occasionally suppliers will not accept a purchase order which makes the use of a credit card more efficient. In addition, credit cards will allow Cardholders to take advantage of short-term sale discounts and to make purchases and/or reservations by phone and the internet. The purpose of this policy is to identify which employees would be eligible to be Cardholders to make these types of purchases for the City, as well as the proper use and documentation required when the City-issued credit cards and gas cards are used for City business.

A City of Redlands credit card will only be issued to specifically identified employees who, because of their job duties, have been approved to be Cardholders by their Department Directors. Only those employees who make specific purchases allowable under this policy for their Department will be issued credit cards. The City credit card program is overseen by the City Manager's office and purchasing, and allows oversight of such purchases by Department Directors and reconciliation by the Finance Division. Verification of all purchases is required by each Cardholder, with signature approval performed by the Cardholder's Supervisor and/or Department Director. All credit card purchases are reviewed monthly by the applicable Department Director and the Management Services Department's Finance Division.

1. Roles and responsibilities

City Manager's office

- Authorizes and issues new credit cards to approved city employees.
- Arranges credit or transaction-level limits for individual cards.
- Serves as liaison between department contacts and issuing bank.

Purchasing

- Oversee the issuance and use of store cards
- Serves as liaison between department contacts and approves stores

Department Directors/Authorized Cardholder

- Ensures City issued credit card is used only for its intended purpose after obtaining proper authorization.
- Retains receipts and provides explanation for all City Credit card transactions.
- Maintains card in secure location and limits the use to employees who require a card for City business.
- Authorizes and submits receipts and itemized monthly reconciliation to finance by specified due date.
- Notifies the City Manager's office of any fraudulent activity.

Management services/Finance Division

- Process payment for credit card invoices on a timely basis to avoid late payment charges.
- Distributes monthly credit card statements to department contacts for charge reconciliation and approval.
- Ensures that all credit card transactions are properly authorized with adequate receipt documentation and signatures**.**

2. Authorized Cards

a. Credit Cards/Store Cards

Redlands City Manager's office and purchasingare designated as the City's credit card coordinators. They contract with a Card Issuer in connection with the City's Purchasing Guidelines to acquire the credit cards for specifically identified employees. The Card Issuer will have no individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., are maintained by Card Issuer, and will not have any impact on the Cardholder's personal credit. City-issued Credit Cards can only be used by the individual to whom it has been issued.

b. Gas Cards

Gas cards will be issued to authorized employees in the Facilities and Community Services and Police Departments. Depending on the vendor, these cards may be issued in the City's name or in the specific name of an employee. Use by anyone other than the authorized Cardholder is prohibited.

3. Card Eligibility

Under the guidance of the City Manager, Department Directors are responsible for identifying which employees should be issued a credit card or gas cards. The number of employees identified to receive cards should be minimized and should be strictly limited to those who are required as part of their job duties to make purchases for their department pursuant to this policy. Limited-service temporary employees cannot be assigned a credit card, but may be authorized to use a gas card by their Supervisors and Department Director if necessitated by their job duties.

4. Card Issuance

Department Directors shall make a request to the City Manager's office/purchasing for the issuance of credit cards for an authorized employee. The City Manager's office will request a credit card for the approved employee and will ensure the employee reads and signs the **City of Redlands Cardholder Agreement** prior to taking possession of the credit card.

Protection of credit cards. It is the authorized cardholder's responsibility to always safeguard the card and credit card number. If a cardholder suspects the loss, theft, or possibility of unauthorized use of the card, they should notify the appropriate card liaison as soon as possible. If a card is

reported as lost or stolen, the City Manager's office, or designee, will contact the card issuer and may cancel or replace the credit card.

5. Cancellation

An employee must return the assigned credit card to the City Manager's office/purchasing upon termination from employment, submitting their notice of separation from the City of Redlands, notice of transfer to another department, or loss of credit card privileges.

6. Card Usage

City credit cards can be used for purchases of supplies, services, materials, or equipment. Cardholders must ensure that all purchases are budgeted and abide by the city purchasing guidelines.

Allowable purchases include:

- Supplies, services, materials, and goods up to the cardholder's approved cycle credit limit for vendors that require payment prior to delivery of goods or services.
- Gas, oil, and supplies for city vehicles.
- Restaurants/meals- the maximum gratuity for meals is 20% of the meal expense and taxes.
- Memberships for professional organizations that support a city employee's assigned job duties. Receipts must also reflect the start and end date of membership.
- Airline tickets, lodging, and vehicle rental for City personnel (City council, City Manager, other city employees) traveling on official City business for which they are not being reimbursed through the Travel and Expense Reimbursement Policy
- Conference registrations fees
- Incidental computer replacement parts such as keyboards, mouse, power strips etc.
- Annual fees/ subscriptions that are broken down into a monthly charge and there is no monthly invoice.
- Emergency purchases in accordance with the city's purchasing guidelines

Prohibited Purchases:

The following types of purchases are prohibited by City policy:

- Personal purchases of any kind including those for the personal benefit of another individual
- Gift cards, without prior approval of a Department Director
- Entertainment
- Cash advances
- Weapons and ammunition
- Alcoholic beverages

- Capital Equipment (any 1 item over $5,000 limit per city Policy) coded to 8000 object code series.
- Invoices for supplies, goods, and services from vendors that have been set up through accounts payable and may require 1099 at the end of the year.
- Unauthorized computer equipment including all printers, cell phones, tablets, laptop computers, computer memory, external hard drives, or software of any kind that is licensed or requires installation by the IT department. Purchases of this nature, that have been previously approved by the IT Division, may be made by credit card but should be coordinated through that division ahead of time.

Misuse of card. Under no circumstances is a cardholder permitted to use the city credit card for personal purchases. Personal purchases are defined as the purchase of goods or services intended for non-work-related use or for uses other than official City business. Cardholders that unintentionally violate this rule shall notify the finance division, complete the required documentation, and reimburse the City immediately.

Cardholders who consistently violate the prohibited purchases section of the credit card policy intentionally or unintentionally shall be subject to disciplinary action, up to and including losing credit card privileges and other appropriate measures.

6. Reconciliation

At the end of each credit card statement cycle, the Finance Division will forward the credit card statement and expense reconciliation form to all cardholders and their appointed staff. Cardholders must provide to the Finance Division a reconciliation of their credit card charges, including all original receipts and signature approval by their Department Director.

- Itemized receipts required -Every purchase must have a detailed itemized receipt. A credit card signature slip with only the amount charged is not considered sufficient documentation. Business meal receipts must also include the name(s) of the person(s) attending and the business objective.
- Sales tax -The city is obligated to pay sales tax on all eligible (tangible property) purchases. Items purchased online using a credit card for which the city does not pay sales tax must be tracked and reported to the finance division on a quarterly basis.
- Missing Receipt- In the event of a missing receipt, the cardholder must attempt to obtain a duplicate copy from the vendor. If a duplicate copy cannot be obtained, a memo with the director's signature documenting the nature of the charge should be submitted in place of the missing receipt.
- Credits- If the cardholder returns merchandise a credit should be issued to the cardholder's credit card and a credit receipt must be obtained. Under no circumstances should a cardholder receive cash or a credit voucher.
- Disputes-A cardholder should attempt to resolve a dispute or billing error directly with the vendor. If the vendor agrees to issue a credit, the cardholder must ensure that the credit for the reported disputed item(s) or billing error appears on the current or subsequent credit card statement cycle. Examples of transactions that should be disputed include:

- Unauthorized charges
- Differences between the amount authorized and the amount charged.
- Duplicate charges
- Failure to receive goods.
- Returned goods that were not credited.

- Fraudulent Charges- If a cardholder determines possible fraudulent charges on their card, they must promptly notify the credit card coordinator. The authorized individuals will report the fraudulent incident(s) to the credit card issuer. The card may be canceled, and a new card and number may be issued to the cardholder.

P. RIDESHARE POLICY

The City of Redlands developed a rideshare program in an effort to reduce the number of vehicles used for employee commutes to and from work. Reducing vehicle trips and mileage positively effects our air quality and traffic congestion.

Rideshare includes carpool, vanpool, riding public transportation such as the bus or train, walking, cycling, and telecommuting. "Carpool" shall mean two or more City employees sharing a ride to and from a City facility. Rideshare shall also include commuting in a vehicle recognized by the State of California as being allowed access to high-occupancy vehicle (HOV) lanes. Employees utilizing this form of rideshare must provide proof of eligibility as requested by the Program Coordinator.

1. Provisions

- Participation in the City Rideshare Program is voluntary.
- This program is an honor system program. Once a participation form has been verified and approved, the Program Coordinator shall rely on the employee and their supervisor to accurately report all rideshare days on the employee's time sheet. The Program Coordinator shall monitor, and audit rideshare reporting to ensure accuracy and compliance with program rules.
- Enrollment shall be approved and processed by the Program Coordinator in order to receive rideshare benefits. All changes in participation shall be approved and updated by the Program Coordinator prior to recording and compensation on the time sheet.
- Employees commuting in a City-provided and/or assigned vehicle are not eligible for rideshare incentives.
- Reporting rideshare days on a timesheet is no different from reporting any other type of regular work hours or utilization of leave balances. Any false information reported on a timesheet for rideshare hours shall be treated in the same manner as any other falsification reported on a time sheet.
- Failure to accurately record rideshare credit and use may result in the loss of rideshare privileges. In addition, intentional abuse of rideshare program rules and reporting requirements may result in disciplinary action up to and including, termination.
- In order to be eligible for rideshare incentives, carpooling employees shall:
- Rideshare to and from work for the workday in which incentives are being claimed;

- Rideshare with another City employee;
- The final destination of the carpool vehicle shall be a City facility for the commute to work, and the final destination of the carpool vehicle for the commute from work shall be a designated "park and ride" site or the ridesharing employee's home. An employee's home may be designated as a rideshare site with approval by the Program Coordinator.
- The total number of miles traveled by the carpool vehicle shall not exceed the total number of miles that would have been traveled had the employees commuted separately.

2. Incentives

Employees will be eligible for incentives as determined by the City.
Employees who rideshare a designated number of times per quarter shall be eligible for quarterly and/or annual drawings for additional incentives.

3. Required Forms

All employees who wish to participate in this program and claim incentives shall complete the required forms with the Division of Human Resources.

Q. RECEIPT OF GIFTS

The City of Redlands recognizes that gifts or entertainment to employees may be viewed by the public as intending to influence judgment and could possibly cause an employee to be placed in a compromising situation. Therefore, it is the policy of the City to prohibit acceptance of gifts by City employees. While common sense on the part of employees regarding the acceptance of gifts is the most realistic control, it is helpful to have some specific guidelines to follow which interpret the City's policy. The guidelines listed below are supplemental and in addition to the requirements of the Political Reform Act.

1. Donation of Gifts

Gifts that are consumable or useable on the work premises should be returned to the donor in the spirit in which they were given with a thank you and explanation of why the employee cannot accept the gift as detailed in this policy. If it is not feasible to personally return the gift at the time it is given, the recipient employee may accept the gift upon the condition that the gift shall be donated to a bonafide charitable organization by the employee. Examples of items which fall under this category include plants, candy, baked goods and similar items. An employee who accepts a gift for subsequent donation must complete a gift receipt form within 15 working days. The form identifies the gift, its value, the date received, the donor, and the charitable organization to which the gift was donated by the employee. For gifts which are accepted on the condition that they will subsequently be donated to a charitable organization, the employee should keep one copy, and forward one copy, of the form to the City Manager's Office for recording to ensure consistency for reporting purposes.

2. Return of Gifts

All alcoholic beverages and other gifts which are not consumable or useable on work premises shall not be accepted and shall be returned to the donor in the spirit in which they were given. If the employee is given a prohibited gift, the employee should respectfully give the gift back with a thank you and an explanation of why the employee cannot accept the gift as detailed in this Policy. If it is not feasible to personally return the gift at the time it is given, the recipient employee shall send the gift back to the donor with a note explaining why it is being returned.

3. Exclusions

This Policy does not pertain to meals or events, although disclosure requirements under the Political Reform Act will still apply. Nor does this Policy prohibit an employee from accepting gifts that are consumable or useable on the work premises, as authorized by the City Manager or their designee, from the City or from another employee in recognition of exemplary service or performance of duties.

R. DRUG AND ALCHOHOL ABUSE

The City of Redlands, its employees and their representatives, and prospective employees have a vital interest in maintaining safe, healthy, and efficient working conditions. Being under the influence of drugs or alcohol on the job may pose serious safety and health risk, not only to the user, but to co-workers and the public.

1. Definitions

a. Alcohol is defined as any alcoholic beverage or substance, including any medication or food containing alcohol such that it is present in the body at a level in excess of that stated in the guidelines by the Department of Transportation.
b. Drugs or controlled substances are defined as any substance which impairs an employee's ability to perform job duties, poses a threat to the safety of the employee or others and their property, or otherwise creates a risk of harm to the City.
c. Tetrahydrocannabinol (THC) is defined as the chemical compound in cannabis that can indicate impairment and cause psychoactive effects.
d. Safety-Sensitive Employee is defined as an employee who holds a commercial driver's license and who operates a commercial motor vehicle, on a full-time, part-time or intermittent basis.
e. Commercial Drivers' License is defined as a Class A or Class B vehicle license.
f. Reasonable Suspicion is defined as objective facts sufficient to lead a reasonably prudent manager or supervisor to suspect that an employee is under the influence of alcohol and/or drugs so that the employee's ability to perform their job functions is impaired or so that the employee's ability to perform their job safely is reduced.

g. Substance Abuse Professional is defined as a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of clinical experience in the diagnosis and treatment of alcohol and substance abuse.
h. City Property – any facilities that are owned and/or operated by the City of Redlands.

2. Provisions

This policy applies to all City employees and prospective employees, hereinafter referred to collectively as "employees." Where indicated, some of the policies apply only to safety-sensitive employees. Employees who violate this policy may be subject to disciplinary action, up to and including termination.

3. Prohibitions:

All employees are prohibited from:

a. Reporting to work, including standby or call-back time, or performing any job duties while their ability to perform job duties are impaired due to on or off-duty alcohol or drug use;
b. Possessing, manufacturing, or using alcohol or impairing drugs, including prescription drugs without a prescription, during working hours, on breaks, during meal periods or at any time while on City property;
c. Directly or through a third party selling, manufacturing, or providing drugs or alcohol to any person, including any employee, while either or both employees are on duty, or on City property;
d. Failing to notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of their duties or operation of City vehicles or equipment;
e. Failing to provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name;
f. Refusing to immediately submit to any aspect of an alcohol, drug, or controlled substance test required by this Policy, or any tampering, obstruction of or interference with testing procedures;
g. Consuming alcohol, drugs, or controlled substances during the eight hours immediately following an accident in which the employee was involved, or until the employee undergoes a post-accident alcohol or drug test, whichever comes first;
h. Refusing to submit to a search of personal properties when directed by the City, upon reasonable suspicion and in accordance with the Public Safety Officers Procedural Bill of Rights, The Firefighters Bill of Rights and any other applicable laws.

i. Refusing to notify the City of any criminal drug statute conviction, in accordance with the Drug-Free Workplace Act of 1988, of a violation that occurred in the workplace no later than five days after such conviction;
j. Purchasing drugs, excluding prescription and over the counter, and/or alcoholic beverages while in a City uniform or while driving a City vehicle; and

Employees shall report any violations of this policy by a City employee to a supervisor, Department Director or Division of Human Resources. Such reports shall be confidential with no reprisals.

4. Off Duty Cannabis Use

The Fair Employment and Housing Act (FEHA) AB 2188, and Section 12954 of the Government Code, makes it unlawful for an employer to adverse action against an individual in hiring, termination or any term or condition of employment, or otherwise penalize a person based on their recreational cannabis use outside of work, except for scientifically valid preemployment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids.

AB2188 notes that THC, the chemical compound most commonly associated with cannabis' psychoactive and intoxicating effects, remains stored in the body as a non-psychoactive cannabis metabolite well after a period of impairment. CBD (cannabidiol) products are non-intoxicating and are considered non-psychoactive cannabis metabolites.

Although the regulations prohibit employment decisions based upon the presence of non-psychoactive cannabis metabolites in a drug screen, it does not prohibit an employer from discriminating in hiring, or any term or condition of employment, or otherwise penalizing a person based on scientifically valid preemployment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites.

In addition, employees and applicants in positions requiring a federal background investigation or clearance and employees in the building and construction trades are exempt from this bill. The City continues its obligation to maintain a drug and alcohol-free workplace. Employees do not have the right to possess, use, or be impaired by cannabis on the job.

This law does not preempt state or federal laws requiring applicants and employees to be tested for controlled substances, or requiring a specific method of testing as a condition of employment, or as a condition of receiving federal funding or federal licensing-related benefits or entering into a federal contract.

5. Alcohol and Drug Testing

In carrying out and enforcing this policy, the City may require the following types of testing:

a. Pre-employment Testing. Following a written offer of employment, the City will require all candidates to submit to a test for alcohol and illegal drug use as a condition of employment. Any applicant who refuses to provide consent for this test, or who receives a verified positive result will be disqualified from City employment.

b. Reasonable Suspicion Testing and Search. If a manager or supervisor reasonably suspects that an employee is under the influence of alcohol, drugs or controlled substances while performing their job duties or operating City equipment, an employee may be required to submit to an alcohol and/or drug test. Observation shall be based on indicators. Examples of indicators which can form a reasonable suspicion that an employee is under the influence of alcohol, drugs, or controlled substances include, but not limited to, direct observation of the following:

- Changes in appearance or odors (smell of alcohol, body odor, or urine)
- Suspicious movements (unsteady, fidgety, dizzy, clumsiness)
- Eyes (dilated, constricted or watery, or involuntary eye movements)
- Face (flushed, sweating, confused, or blank look)
- Emotions (argumentative, agitated, irritated, drowsy)
- Actions (yawning, twitching)
- Inactions (sleeping, unconscious, no reaction to questions)

Steps to take when there is reasonable suspicion:

- If the employee is working around machinery or heavy equipment or is in any other type of safety-sensitive job or is acting out in a way that appears to be a safety concern for the employee or others, remove the employee from the area and ask them to wait in a conference room or an office.
- The observer should document their observations, including any abnormal behaviors. The observer should be as specific as possible in their descriptions but not attempt to diagnose the situation.
- Notify the Division of Human Resources and the Department Director. Human Resources staff shall assess what is known and observed after meeting with the employee. If reasonable suspicion is warranted the employee may be required to submit to an alcohol and/or drug test.
- The Division of Human Resources shall meet with the employee and clearly explain what has been observed and documented and that the employee will

be sent for a drug and alcohol test. An employee's refusal to submit to such a test is cause for discipline, up to and including termination.

- Employee will be sent home while the Division of Human Resources waits for test results.

Moreover, the City reserves the authority to search, without employee consent, and subject to Section 3309 of the Public Safety Officers Procedural Bill of Rights where applicable, all areas of City property.

6. Post-Accident Testing

All employees involved in a vehicle collision may be required to be drug and alcohol tested following a vehicle collision while on City business. Not only may the operator of any vehicle involved be tested, but so may any other employee whose performance may have contributed to the accident, such as the employee who maintains the vehicle or work-site where the accident occurred.

For commercial drivers, post-accident controlled testing, pursuant to this policy, must occur under the following circumstances:

a. A fatality or serious injury;
b. If the driver received a citation under the State of local law for a moving traffic violation;
c. Bodily injury to any person, as a result of the injury, receives immediate treatment away from the scene; or
d. One or more motor vehicles incur disabling damage as a result of the occurrence and such vehicle(s) are towed away from the scene.

If required, drug testing shall occur as soon as practical, but no later than 32 hours after the accident. If the controlled substances test cannot be performed within this time period, the reason shall be documented.

If required, alcohol testing shall occur within two (2) hours of the accident. If the alcohol test cannot be performed within this time period, the reason shall be documented. In no case shall an alcohol test be administered later than eight (8) hours past the time of the accident and the reason for the delay shall be documented. Refusal by an employee will be treated as a positive test result and will result in discipline, up to and including termination.

7. Random Testing

All City employees in Safety-Sensitive positions will be subject to random alcohol and drug testing. Depending on the random selection, some employees may be tested more than once a year, while other are not tested at all.

8. Testing Procedures

a. Testing administrators. The drug or alcohol testing of applicants or employees shall be performed only by a laboratory, a physician or health care professional qualified and authorized to administer and determine the meaning of any test results;
b. Once a reasonable suspicion determination is made the employee shall be transported to the medical facility for testing. After testing the employee shall be transported home. Under no circumstances shall the employee operate a motor vehicle;
c. Random testing will be completed on City property. Employees will be transported to the City location, designated by Human Resources, by their manager;
d. The Division of Human Resources shall inform the medical facility when supervisors are transporting an employee for a drug and/or alcohol test and the approximate time of arrival.

9. Consequences of Failing an Alcohol and/or Drug Screen

An employee whose alcohol test indicates an alcohol concentration level of 0.02% or greater will be removed from their duties and will be subject to disciplinary action, up to and including termination. The employee will also be given information to contact a Substance Abuse Professional (SAP).

The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substances abuse. Assessment by an SAP does not shield an employee from disciplinary action or termination.

If an employee is allowed to return to duty following a positive test result, he/she must follow the rehabilitation program prescribed by the SAP, pass return-to-duty drug and alcohol tests, and are subject to unannounced follow-up tests for a period of one (1) to five (5) years. The cost of any treatment or rehabilitation services will be the responsibility of the employee. Employees will be required to use all accruals prior to taking unpaid leave time while participating in the prescribed rehabilitation program and or any suspension that may result due to a positive test.

Employees who are allowed to re-enter the workforce must agree to a re-entry contract. That contract may include, but is not limited to:

- A release to work statement from an approved Substance Abuse Professional (SAP);
- A negative test result for drugs and/or alcohol;
- An agreement to unannounced frequent follow-up testing, as recommended by the SAP;
- A statement of expected work-related behaviors; and

- An agreement to follow specified after-care requirements with the understanding that any violation of the re-entry contract is grounds for termination.

After the City has complied with any legal obligation to reasonably accommodate an employee's protected disability, if any, the City may terminate an employee who is unable to perform the essential functions of the job.

S. SMOKING

The City is committed to providing a healthy and safe working environment for employees. To maintain this commitment, the City prohibits smoking, including electronic cigarettes, and the use of smokeless tobacco products:

- In areas where fire and/or safety hazards exist;
- As prohibited by law;
- Inside any enclosed facilities that are owned and/or operated by the City of Redlands;
- In City-owned, leased and/or rented vehicles; and
- Within 20 feet of any enclosed facilities that are owned and/or operated by the City of Redlands.

The City Council adopted Chapter 8.54 of the Redlands Municipal Code, regulating smoking in public places and places of employment. This policy is consistent with the City's smoking prohibitions and the California Labor Code governing smoking in the workplace.

1. Definitions

- Smoking includes smoking cigarettes, electronic cigarettes, pipes, cigars, all tobacco products and weed or plants of any kind;
- Smokeless Tobacco Products include chewing tobacco, snuff or oral snuff.

2. Provisions

All employees, officials, volunteers and visitors shall be subject to prohibition of smoking and the use of smokeless tobacco products.

Employees who smoke and/or use smokeless tobacco products shall not exceed the number of breaks allotted for each break as defined in appropriate MOU and/or applicable state and/or federal law.

T. OFF-DUTY CONDUCT

1. General Considerations

Full-time employees are expected to devote their full time to assigned duties as a City employee. An employee shall not engage in any employment, activity or enterprise which is inconsistent,

incompatible or in conflict with City job duties, functions or responsibilities, nor shall an employee engage in any outside activity which will directly or indirectly contribute to the lessening of effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these Rules, MOU or by law.

2. Outside Employment

Employees who hold or wish to hold jobs outside their normal City employment must complete a Request to Engage in Outside Employment Authorization Form with all required signatures and submit the form to their Department Director. Any outside employment will not be permitted if it conflicts in any manner with the employee's duties and responsibilities to the City or is prohibited by law. Each authorization is valid for one year or as indicated on the authorization form.

3. Prohibited Off-Duty Conduct

Employees may not engage in any employment or activities that create a conflict of interest, is unethical, or otherwise interferes with their City employment. In making a determination as to whether an activity creates a conflict or ethical question, the appointing authority shall consider, among other pertinent factors, whether the activity involves:

a. Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act that the employee would be required or expected to render in the regular course of City employment;
b. The performance of an act or work which may later be directly or indirectly subject to the control, inspection, review, audit or enforcement by such employee or other City employees;
c. Conditions or factors which might directly or indirectly lessen the efficiency of the employee in regular City employment or conditions in which there is a substantial danger of injury or illness to the employee;
d. The use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or information obtained through one's city office or employment. No city-owned facilities, equipment or supplies, including autos, trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the City shall be used by an employee for personal or non-City business reasons except upon approval of the City Manager;
e. The solicitation of future employment with a firm or individual doing business with the city over which the employee has some control or influence in the course of performing official duties.

VII. INFORMATION TECHNOLOGY

A. COMPUTER AND ELECTRONIC COMMUNICATIONS

The Computer and Electronic Communications Policy ("policy") outlines the policies and guidelines that must be followed at all times to minimize business risks and maximize the benefits of the use of computing and electronic communications resources owned, leased, or controlled by the City of Redlands. Acceptable use standards form a critical component of enterprise security. This policy establishes standards for the acceptable use of the electronic communications systems of the City.

1. Scope

The City owns, has a property interest in, and has a right to specify the use of:

- All information processing and communications resources used to conduct its business, including hardware, computers, laptops, fax machines, telephones, cellular phones, smart phones, tablets, printers, copiers, storage media and all other hardware; and non-physical resources, such as: software, applications, online accounts, email, texts, pings, Internet/Intranet/Extranet access, storage media, network accounts, voice mail and instant messaging files other messages and all other non-physical assets used or stored in its offices and facilities; and,
- All such information processing and communications resources employed in its business that are connected to or able to be connected to its facilities from locations outside of the City's premises, including personal information processing hosted services, and communications equipment and/or software owned or leased by the City or supplied by the City to City personnel for their use.

All such resources are collectively referred to in this policy as "computing and electronic communications resources" or "resources." All data processing hardware, software, licenses, and any other physical equipment, electronic accounts, applications, and/or appurtenances required to transact City business electronically not expressly mentioned above also constitute the computing and electronic communications resources at City facilities.

2. Usage Rules

a. Ownership
The City of Redlands owns, leases and has the right to specify the use of all computers and electronic communications resources. No employee has any property interest in the City's electronic communications resources. Examples of electronic communications resources are given in the Computer and Electronic Communications section of the policy. No user should have an expectation of privacy in the use of any city computing and electronic communications resource. The City of Redlands reserves the right to audit networks and systems as necessary to ensure compliance with this policy.

b. Authorized Users
Employees, interns, volunteers, agency temporary workers, consultants, vendors, and all other individuals (collectively referred to as "user" or "users") conducting business

on behalf of the City of Redlands are eligible to use computing and electronic communications resources but may do so only in accordance with this policy.

c. Acceptable Use

During an employee's designated working hours or working schedule, Authorized Users may only use City-owned or authorized non-City-owned computers and/or electronic communications resources to conduct City business. Examples of legitimate City business use are:

- Performing essential job functions;
- Participating in job-related conferences and discussions or collaborating via resources such as web sites, newsgroups, chats, and bulletin boards;
- Performing research, obtaining information or support, or pursuing approved job-related education;
- Promoting and communicating city business or related information.

Usage must also comply with any and all other terms established by the Personnel Rules and Regulations;

Employees requiring remote access to City systems and data will be given access using a virtual private network (VPN) established by the City's Division of Innovation and Technology.

VPN connections will only be installed after written authorization from the employee's Department Director and approval by the Division of Human Resources and only on City-owned computing equipment. No requests to use personal devices will be granted.

d. Personal Use

The City understands that personal use of certain resources (i.e., cell phones, smart phones) is anticipated to varying extents, however such personal use must adhere to the terms contained in this policy. Employees are responsible for exercising good judgment regarding the reasonableness of personal use.

The City's computing and electronic communications resources are an asset that must be used primarily for legitimate City business purposes. Significant investments have been made and are expended to provide these resources to users for conducting City business. Personal use is not forbidden, but such use:

- Must be limited to non-working hours,
- The exception to this rule is if a mobile phone is assigned to an employee and that employee authorizes a payroll deduction for their personal use. The extent of use depends upon features selected and is clarified by the City Cell Phone Program/Device Acknowledgment Receipt required for all mobile phones assigned to users.
- Must not affect work performance and normal business activities.

- Must not directly or indirectly interfere with the City's operation of computer systems and electronic communications resources or the securing thereof.
- Must not compromise the physical security or reputation of the City.
- Must not burden the City with noticeable costs, or excessively drain network resources (i.e., bandwidth).
- Must not violate any provision of this policy, any other City policy, practice, resolution, ordinance, or any other legal requirement.
- Personal use is not permissible if the use requires substantial expenditures of time, uses for profit or uses that would otherwise violate City policy with regard to employee time commitments or use of City equipment.

e. Account Ownership
The safety and security of the City's computer system must be considered at all times when using computers or electronic communications resources. Authorized users are responsible for their own computer network and software accounts. Authorized users are prohibited from providing their account and password information to any unauthorized person, and from obtaining another user's password by any unauthorized means. Management shall not require or keep lists of usernames or passwords. Please reference the City of Redlands Password Policy for further clarification.

f. Proprietary or Confidential Information
If a user employs City of Redlands computer or electronic communications resources to subscribe or make postings to any Internet newsgroup, social networking site, public forum, blog or mailing list he or she shall not discuss or disclose proprietary or confidential information in any of those places, nor shall he or she disseminate such information through any other means.

g. Disclaimers
If a user employs City of Redlands computers or electronic communications resources to subscribe or make postings to any Internet newsgroup, social networking site, public forum, blog or mailing list he or she must include a disclaimer stating that views expressed are strictly their own and not necessarily those of the City, unless otherwise authorized.

3. Prohibited Activities

The following uses of the City of Redlands' computing and electronic communication resources are strictly prohibited (certain exceptions may be permitted for legitimate job duties with approval of a supervisor):

a. Sending, receiving, downloading, displaying, printing, or otherwise disseminating material that is sexually explicit, profane, obscene, harassing, discriminatory, fraudulent, racially offensive, defamatory or otherwise unlawful or contrary to City policy.

b. Sending, receiving, downloading, displaying, printing or otherwise disseminating confidential information, documents or materials that are not authorized for dissemination.

c. Misrepresenting an individual's opinion as City policy or the City's position.

d. Disseminating or storing commercial or personal advertisements, solicitations, promotions, political information or any other unauthorized material.

e. Promoting private enterprise of any kind or for solicitations unrelated to City business.

f. Wasting computing and electronic communication resources by, among other things, sending mass mailings or chain letters, forwarding unauthorized attachments, unnecessary printing of email messages, excessive personal use or otherwise creating unnecessary network traffic.

g. Sending or forwarding email with attachments known or suspected to contain malicious software code, e.g., viruses and worms.

h. Sending unsolicited email messages, e.g., spam.

i. Employing a false identity (the name or electronic identification of another) or forging or attempting to forge any portion of email or instant messages. Authorized users may not send email anonymously, e.g., when the sender's name or electronic identification is hidden.

j. Sending email messages using another person's email account.

k. Downloading files and/or software that contain malicious software code and may contaminate City information systems and databases.

l. Using work time to access non-work related information or to "surf" the Internet.

m. Accessing the Internet through an anonymous proxy server or engaging in any activity that attempts to conceal web surfing or otherwise conceals actions that are prohibited by this policy.

n. Copying, installing, or using any software or data files that are in violation of applicable copyrights or license agreements.

o. Copying, installing, or using any software or data files that are not authorized for use by the City.

p. Use of electronic communications resources by any person who is not an authorized user.

q. Engaging in any activity that is illegal under local, state, federal, or international law while utilizing City-owned resources.

r. Revealing your network passwords to others or allowing use of your account by others.

s. Storing excessive amounts of personal data (music, video files, photos, etc.) on any City-owned device.

4. Monitoring, Auditing and Access

The City retains the right to monitor and audit all use of its computing and electronic communications resources, regardless of where such use is initiated. Additionally, the City retains the right to access all data, files and messages stored on, or processed through, its systems. Although the use of passwords and other forms of security are provided for confidentiality, no employee should expect, nor do they have any personal right of privacy with respect to any file or message contained within or processed through the City's computing and electronic communications resources.

This policy distinguishes between access and monitoring. Access involves opening and reviewing the content of files. Monitoring focuses on traffic patterns, general and individual levels of usage, file subjects and types, file origins and destinations, and network efficiency and security. Without providing prior notice, the City reserves the right to review any material created, stored, sent, or received in its computer systems.

a. Purposes
   - Computing and electronic communications resources may be monitored and audited, and computer files may be accessed, by authorized personnel for a number of purposes including:
   - Maintaining and protecting the resources for the benefit of City compliance with law.
   - Undertaking the professional and statutory obligations of the City,
   - Ascertaining and helping to ensure compliance with City policies,
   - Ensuring the proper operation of the resources, and
   - Investigating suspicious circumstances.

   Monitoring is used only to obtain information that is relevant to the workplace and is not used to obtain confidential personal information about employees. The City may engage in monitoring of electronic communications resources or other electronic files created by employees only in specific instances in which it has a legitimate business interest for such monitoring or some legal obligation to do so. In such cases, the City shall limit monitoring to actions reasonably required under the circumstances.

b. Surveillance Software
   The City may use system software and software utilities, collectively, "surveillance software," to log, analyze and document use of the resources. Supervisors may receive reports generated by such software. Surveillance software may also be applied to transmissions from the City network between remote locations and from portable devices.

c. Telephone Conversations

In compliance with federal law, audio or video telephone conversations shall not be recorded or monitored without advising the participants unless a court has explicitly approved such monitoring or recording.

d. Monitoring of the Workplace
In order to promote the safety of employees, visitors, and the public in and around City facilities, as well as the security of such facilities, the City reserves the right to monitor any portion of these premises at any time. Monitoring devices may be positioned in appropriate places within and around City buildings and public areas.

Exceptions to this policy include private restrooms, showers and dressing rooms.

e. Litigation Hold Notice
The City has established a procedure for the Notice of Mandatory Preservation of all documents, records, email, and electronic data. As a part of this process, users are to preserve and safeguard, and must not alter, delete, destroy, or discard any electronic documents or data in his or her possession related to such a notice. Certain instances of such a notice may require access to user files relating to the notice for the relevant time period.

f. Employee Location Monitoring
The City reserves the right to monitor the location of City equipment. Locations may be determined within City buildings and along City streets. City-owned vehicles and equipment may be equipped with GPS or similar technology at any time.

Such monitoring technologies assist in maintaining productivity and providing an additionally secure and safe workplace. The City will ensure all location monitoring is for business-related purposes only.

5.Email Acceptable use Policy

This policy outlines the guidelines and responsibilities for City employees regarding email use and cybersecurity practices to protect sensitive information and maintain the security and integrity of the City's networks and data.

The City of Redlands' email system is intended to be used as a method of communication for the sending and receiving of correspondence. To the extent that any correspondence including email may, in and of itself, contain information relating to the conduct of the public's business, such correspondence is subject to retention as a Public Record and must comply with the City's Records Retention Schedule. For this reason, the City's email system will retain all communications system-wide for a period of two years by default, which is consistent with Government Code Section 34090.

The purpose of this policy is to:

a. Ensure the secure and responsible use of City email systems.
b. Educate government employees on recognizing and preventing phishing attacks.
c. Mitigate the risks associated with email-based security threats.

Email Use Guidelines

a. Authorized Use
   - City email accounts should be used for official City business only. Personal use of City email accounts should be limited and in compliance with Section 1.2-D.
b. Privacy
   - Employees should have no expectation of privacy in their use of City email systems. All email communications may be monitored and reviewed for security, compliance, and legal purposes.
c. Data Classification
   - Employees must adhere to data classification policies when sending sensitive or classified information via email. Encrypt sensitive information when sending it via email if required by policy or regulation.
d. Email Attachments
   - Only open attachments from known and trusted sources. If an attachment appears suspicious, do not open it, and report it to the Division of Information Technology.
e. Citywide Distribution Lists
   - The email system is capable of simultaneously sending messages to every member of City staff. City staff should never send messages citywide unless there is a need to do so and the message contents have been reviewed and authorized by a supervisor. The Division of Innovation & Technology will restrict user access to such email distribution lists pending one-time authorizations from supervisors.
f. Phishing Prevention
   - Recognizing Phishing
     - Employees must be vigilant in recognizing phishing attempts. Phishing emails often exhibit the following characteristics:
     - Unknown sender or suspicious sender address.
     - Unexpected or unsolicited attachments or links.
     - Urgent or threatening language.
     - Requests for sensitive information, such as passwords or Social Security numbers.
g. Report Phishing
   - If an employee receives an email they suspect to be a phishing attempt, they must:

- Not click on any links or download any attachments.
- Immediately report the email to the Division of Information and Technology
- Delete the suspicious email.

h. Training and Awareness

- Regular training and awareness programs will be conducted to educate employees about the risks of phishing and how to identify and respond to phishing emails.

6.**Generative Artificial Intelligence (AI) Acceptable Use Policy**

Generative AI is a technology that creates original content, such as images, videos, or text, without being explicitly programmed to do so. While still an emerging technology, it necessitates its own acceptable use policy because of the data transmission aspect. Examples of Generative AI technologies include: ChatGPT, DALL-E and various other platforms.

The City recognizes the opportunity for a controlled and responsible approach that acknowledges the benefits to efficiency while minimizing the risks around AI bias, privacy, and cybersecurity.

The purpose of this policy is to ensure that City employees use AI technologies in a manner that promotes transparency, fairness, and respect for individual privacy, while also maximizing the benefits AI can provide in City operations.

The policy applies to all government employees, contractors, and third-party users granted access to City systems or utilizing Generative AI tools while representing the government and during the course of their official duties. It covers the use of Generative AI in all forms, including but not limited to machine learning, natural language processing, and computer vision.

a. Policy Guidelines:

- **Ethical Use:** City employees must use Generative AI technologies in a manner that upholds ethical standards. AI should not be used for any purpose that is illegal, discriminatory, or unethical.

- **Transparency:** When utilizing Generative AI for decision-making processes, employees must ensure that the rationale and basis for AI-generated outcomes are transparent and understandable.

- **Data Privacy and Security:**
  - Users are responsible for safeguarding confidential, sensitive, and personal data when using AI platforms and generative AI tools. Compliance with data protection and privacy regulations is mandatory.
  - Staff must never provide organization-specific names, personally identifiable information, information protected by the Health Insurance Portability and

Accountability Act (HIPPA), crime data, locations, etc. when using Generative AI.

- Privacy-first: Only provide information to Generative AI tools that are suitable for public disclosure. This includes any text, photos, videos, or voice recordings you share with the Generative AI platform.
- Be mindful that Generative AI output may include unexpected results. Never share Generative AI output with the public until and unless it has been reviewed, edited and finalized by staff.

- **Bias Mitigation:** Be aware of the potential for bias in Generative AI systems and take steps to mitigate and address any biases that may arise. Ensure fairness in Generative AI decision-making.
- **Accuracy and Accountability:** Validate the accuracy of Generative AI-generated results and take responsibility for decisions based on AI output. Human judgement should always be a part of the decision-making process.
- **Compliance:** Comply with all relevant laws, regulations, and City policies when using Generative AI technologies. Report any concerns or violations to the appropriate authorities.When using third-party Generative AI services or tools, ensure they meet government security and privacy standards and obtain necessary approvals.
- **Transparency and Accountability:** Users should be transparent about the use of AI-generated content and clearly identify it as such, especially when interacting with the public.

b. Acceptable Uses:

- Generative AI may be used for research purposes, such as generating new ideas or prototypes
- Generative AI may be used for developing draft documents and content for further refinement and curation by City staff
- Generative AI may be used for artistic or creative purposes, such as drafting original content for educational or promotional purposes
- Generative AI may be used for training and development purposes
- City staff agree to use Generative AI for ideation and creative content generation, not as a replacement for human judgement

Use Case Examples

Do…	Do Not…
Ask ChatGPT to create draft interview questions for a position	Ask ChatGPT to evaluate the answers from specific candidates
Ask ChatGPT to draft a memo with specific content at a specific grade reading level	Ask ChatGPT to compose a reply to questions from another employee or member of the public
Ask ChatGPT for examples of a strategic plan at your type of organization	Ask ChatGPT to draft policies specifically for the City of Redlands that you will not later revise with feedback from appropriate stakeholders

c. Prohibited Uses:

The following actions are strictly prohibited when using AI platforms and generative AI tools:

i. Creating or sharing misleading, false, or deceptive content.

ii. Engaging in activities that violate laws, regulations, or the City's policies.

iii. Generating content that infringes upon copyright, trademark, or other intellectual property rights.

iv. Using AI tools for malicious purposes, such as phishing, hacking, or impersonation.

v. Generating content that is discriminatory, offensive, or harmful to individuals or groups

vi. Any use that jeopardizes the City's reputation or violates its values.

d. **Reporting Misuse:**

Users who suspect or observe the misuse of AI platforms or generative AI tools are encouraged to report such incidents to their supervisor or the Division of Innovation & Technology.

B. MOBILE DEVICE POLICY FOR CITY OWNED DEVICES

Both City-owned and personally-owned mobile devices present additional security challenges to

protecting City information. The intent of this policy is to provide a framework and requirements for the use of mobile devices and to establish minimum security criteria for accessing City information assets from them.

This policy defines accepted practices and responsibilities for use of City of Redlands-owned mobile devices and any personally-owned cell phone/device for which authorization is given to connect to enterprise systems and the city' network. This policy defines user eligibility and commitment requirements, provides guidance for the secure use of mobile devices. This policy applies to and provides guidelines for all mobile devices, including mobile phones, smart phones and tablets. This policy is intended to be used as a supplement to the Computer and Electronic Communications Policy.

This policy is operationalized through Mobile Device Management (MDM) software used by the Information Technology Division for the management and administration of mobile devices owned by the city. Software is installed prior to deployment.

Use of mobile devices supplied by, or funded by, the City shall be primarily for City business.

1. Policy Application

This policy applies to all City of Redlands employees, interns, volunteers, temporary employees, and affiliates that are considered authorized users of the City's systems as defined in the Computer and Electronic Communications Policy. . The presence or absence of any stipend from the City to the owner of a personally-owned device does not affect the applicability of this policy. Personnel device use for access to City information systems, notably email, is available as a convenience to staff, and the City is not responsible for any costs incurred.

2. Definitions

- Tablet: a tablet is an open-face wireless device with a touch screen display and with or without physical keyboards. The primary use is the consumption of media; it also has messaging, scheduling, email, and Internet capabilities. Diagonal screen dimensions are typically between five (5) inches and eighteen (18) inches. Media tablets may have open-source operating systems (such as Android) or a closed operating system under the control of the operating system vendor and/or device make (such as Apple's iOS and Windows). Media tablets may or may not support an application store.
- Mobile Device: This refers to any mobile phone, cellular modem, Smartphone, laptop or tablet.
- Mobile Applications: This refers to software designed for any or all the mobile devices defined in this policy.

3. User Roles and Responsibilities

a. Responsibilities

- Users must ensure that they comply with all sections in this policy.
- Users must agree to take responsibility for the security of their mobile devices and the information they contain.
- Acceptable forms of security for mobile devices include: configuring a passcode to gain access to and use the device. This helps prevent unauthorized individuals from gaining access to the City's systems and data.
- An idle timeout that will automatically lock the device when not in use is required. This also helps prevent unauthorized individuals from gaining access to the device.
- Mobile devices are issued for business purposes and remain the property of the City.
- When the mobile phone, laptop or portable computing device is allocated, the user assumes responsibility for the physical security of the equipment and information contained within.
- Users are not permitted to authorize purchases or services for their mobile devices, unless such purchases are for City oriented purposes; or if for personal use, the purchases must be made from and linked to a private, non-city account.
- Users must notify The Division of Information Technology Division and their respective department immediately of loss, theft or damage to a City-owned mobile device.
- Users consent that if the device is lost/stolen the Division of Information Technology (DoIT) may wipe and completely erase all data from the mobile device so as to not jeopardize the security of City data and systems that are accessed from the device. This applies to all City-owned mobile devices, whether or not they are password and lockout protected.

b. Condition

Users must take proper care of their mobile device(s). Each device must be physically protected from loss, theft, and compromise.

c. Cost Control

Users should support efforts to manage device operation costs by ensuring that call minutes, text messages and data usage do not exceed usage plan limits.

When traveling abroad, users should avoid using mobile phones. If mobile phones are used abroad users should:

- Contact The Division of Information Technology prior to travel, if use of the device is essential during their trip.
- Exercise caution to avoid incurring excessive charges and roaming fees when using the mobile device.
- Connect to mobile data networks only when essential.
- Choose Wi-Fi hot spots as the preferred manner of connecting to data networks.
- Note: If you have a choice, select those hot spots that use some form of encryption. Be sure and set the location to "Public Network."

- When connected to public Wi-Fi hot spots, be cognizant of the fact that any data transferred can easily be intercepted by other Wi-Fi hotspot patrons.
- Use a soft phone or other voice over Internet Protocol (VoIP) solutions when possible.

d. Loss or Theft

It is the user's responsibility to take appropriate precautions to prevent damage to or loss/theft of the device.

If the device is lost, stolen or suspected to be compromised in any way, the user must notify the City's Division of Information Technology (DoIT)and the carrier for telecom services within 12 hours. The Division of Information Technology then has the authority to wipe the device so as to not jeopardize the security of City data and systems. The Redlands Police Department must be notified in cases of theft.

e. Applications and Downloads

Users must take all reasonable steps to protect against the installation of unlicensed or malicious applications.

All software on the device must either be provided and installed by The Division of Information Technology or approved for installation by the employee's supervisor. Unmanaged or unapproved installations can constitute a security risk, including the intentional or unintentional spreading of software viruses and other malicious software.

If for personal use, as allowed under the Mobile Device Management software and Computer and Electronic Communications Policy, user will perform due diligence to verify downloads are not malicious in nature or would not otherwise expose the City's systems to a security risk.

Downloading applications from the platform's (e.g., Apple's, Android's) general application store is acceptable, insofar as the application complies with this policy, The Information Technology Division protocols and the Computer and Electronic Communications Policy.

Unless approved for work-related use, City procurement credit cards shall not be used for app store purchases nor entered into an app store account. In most cases, work-related apps will be provided under a volume purchase to City employees using an App Store Front for the City. Should a work-related app not be contained in the storefront, the user should contact The Division of Information Technology to make the purchase.

f. Backup and File Sharing or Synchronization

Users are required to use approved software for backing up all devices.

The use of a non-City authorized cloud-based service, such as Apple iCloud, is not permitted for backing up or sharing any City data.

g. Functionality and Feature Management

The device operating system shall not be modified, unless required or recommended by the City. The use of devices that are jailbroken, "rooted" or have been subjected to any other method of changing built-in protections is not permitted and constitutes a breach of this policy.

At the City's request, users are responsible for delivering the mobile device to The Division of Information Technology if and when the device is selected for a physical

security audit or is needed for purposes outlined in Section VII. 4 of the Computer and Electronic Communications Policy

h. User Safety

Users should comply with the safety guidelines defined in the City Employee Policy Manual when using mobile phones in their vehicles.

i. Security and Privacy Obligations for City Data

Users should recognize that their use of, or access to, data provided by or through the City may be monitored by the City. If personal information is stored on a City device, users should presume that that information may also be monitored, but every attempt will be made to compartmentalize personal data.

The City will only use mobile device location information in accordance with Section VII.4 of the Computer and Electronic Communications Policy.

Users must take appropriate precautions to prevent others from obtaining access to their mobile devices.

- Users should not share passwords, PINs or other credentials with anyone.
- Users should not share City-issued mobile devices with anyone, unless the department has explicitly intended those devices to be shared among multiple staff.

j. Requirements for Personally-Owned Mobile Devices

- Access to City information systems, including email, from a personal mobile device is provided as a convenience to staff. The City retains the right to deny mobile device access to City data information systems to individual staff, or all staff, with or without notice, and at its sole discretion.
- Any personally-owned device not in compliance with the policy may be denied from accessing City data and information resources.
- Any personally-owned device which has been used to access, store, or manipulate City data or information "relating to the conduct of the public's business" may be subject to disclosure pursuant to the California Public Records Act requests, subpoenas, court orders, litigation requests, or other actions against the City. It is the responsibility of the device owner to respond appropriately to any such action

k. Exit Obligations for Employees Taking Absence or Separating from the City

Any employee who will be taking leave from the City for a period of four (4) or more consecutive weeks shall be notified in writing by the Division of Human Resources of the need to surrender to the City any and all City-owned mobile devices in their possession. Any employee separating from the City permanently is responsible for surrendering any City-owned mobile device in their possession before the end of their last day of service to the City.

4. Prohibited Uses

Users are strictly prohibited from using the City of Redlands's information technology and electronic communications systems to transmit, receive, download, view or copy any communication that is fraudulent, harassing, discriminatory, racially offensive, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate. Employees encountering or receiving this type of material should immediately report the incident to the user's supervisor. The City of Redlands recognizes, however, that certain employees may have valid City business reason to use the Internet to access otherwise inappropriate materials in the course of performing their duties. The Mobile Device Management software used by the City may be used to track the use of prohibited content on mobile devices.

The City reserves the right to deploy industry standard Mobile Device Management (MDM) software for the express purpose of monitoring and managing city owned devices to ensure the integrity of the city's network and data resources.

5. Data and System Security

a. Data Security

All mobile devices connecting to the City's network or accessing City information must meet the following security requirements:

- All City mobile devices must be secured with a PIN, password or a pattern-screen lock when powering on the device or when left unattended, unless this practice is incompatible with operational workflow.
- Device users must comply with The Division of Information Technology directives regarding updating or upgrading system software and must otherwise act to ensure security and system functionality.

b. Physical Security

Mobile device users must comply with physical security requirements when equipment is at the user's workstation, when traveling, or when working in the field or at a job site. Users must take the following preventative measures defined in this policy to protect City data and systems:

- Mobile devices must not be left in plain view in an unattended vehicle, even for a short period of time.
- Mobile devices must not be left in a vehicle overnight.
- A mobile device displaying sensitive information being used in a public place must be positioned so that the screen cannot be viewed by others.
- The device must be physically secured when it is left unattended outside the immediate work area for any extended period.
- In vulnerable situations (e.g., public areas), the mobile device must not be left unattended under any circumstance.

- Mobile devices should be carried as hand luggage when traveling and never checked as baggage.
- The employee will be responsible for the replacement or repair of the City-owned mobile device if it is damaged or lost as a result of the employee's negligent or intentional conduct.

The employee's department will be financially responsible for the replacement or repair of the City-owned mobile device if it is damaged, stolen or lost.

C. INFORMATION SECURITY POLICY

Technology is a critical component to the advancement of the City's mission, but also exposes the City to risk. Choices that protect the City from risk of loss associated with information security are not primarily a function of IT staff – it is an essential responsibility of ALL City of Redlands staff. This policy defines that responsibility and seeks to make information security an established practice within City culture. Staff are required to follow these practices when using City technology systems and when accessing and using City data and information.

It is the policy of the City of Redlands to maintain responsible behaviors and vigilance in all areas of technology and information security. City employees and affiliates must not circumvent the policies, procedures, and safeguards implemented that protect the City, its information and employees. City employees and affiliates must promptly report technology-related security incidents or concerns to the Information and Technology Division.

This policy has been established in order to:

- Establish the minimum expectations to which all City staff will be held accountable
- Protect the City's critical infrastructure
- Protect sensitive information entrusted to the City
- Continuously improve the City's ability to detect and respond to cyber/information security events
- Ensure risk management is sufficient and in alignment with the City's operations and mission
- Facilitate cyber/information security awareness of risks to City operations and services
- Comply with external and regulatory data protection requirements

1. General Policy

All parties with access to City data or resources must safeguard the City's confidential information, as well as that of vendors and others from disclosure. This policy applies to all City of Redlands employees, interns, volunteers, temporary contract employees, and affiliates that are considered authorized users of the City's systems as defined in the Computer and Electronic Communications Policy.

Under this policy, all staff are expected to adhere to the following principles to maintain the security and integrity of the City of Redlands' information systems.

1) Confidentiality - Ensuring that information is accessible only to those authorized to have access. Examples include:
    (a) Safeguarding personal data of the public and City employees.
    (b) Ensuring restricted, sensitive or otherwise protected information is safe from unauthorized disclosure.
2) Integrity - Safeguarding the accuracy and completeness of information and processing methods. Examples include:
    (a) Verifying the source of information before trusting it.
    (b) Not altering records without proper authorization.
    (c) Validating sources of external emails for authenticity and safe handling
3) Accountability - Ensuring that actions taken on the City's systems or networks can be attributed to identified individuals, promoting responsible behavior.
    (a) End user activities may be tracked and monitored in an effort to safeguard network security and prevent unauthorized access.
    (b) End users are accountable for their activities using City resources and should be aware of the consequences of information security violations.

2. Cyber Hygiene Practices

To support the general principles outlined above, city staff must undertake the following cyber hygiene practices:

1. Securing data and access
    - Departments should limit the access of their staff to the least privileges necessary to perform their duties
    - Multifactor authentication should be in use on devices and applications, as enforced by DoIT.
    - Password policies will be enforced by DoIT. Users are expected to keep their passwords confidential, not to share passwords for their individual user account with others, and to adhere to best practices concerning password construction and safeguarding contained in the HR trainings assigned in NeoGov.
    - Do not email or transmit in any nonsecure manner, confidential or personally identifiable information. If there is a need to transmit confidential information, please contact DoIT for guidance on secure transmission.
2. Safe Internet Use
    - Practicing safe browsing habits to avoid downloading malware or falling victim to

phishing attacks.

- Do not click on suspicious links.
- Verify website URLs before entering sensitive information.

3. Physical Security
    - When away from their desk computer, laptop or mobile device, employees should lock or log off such devices, as applicable.
    - Do not leave City-owned devices unattended in public places.
    - City files and original documents must be kept on the network; and sensitive, restricted or otherwise protected documents and information may never be transferred to, or saved on, a personal, non-City computer.

3. Email Hygiene Practices

- **DO NOT** open any suspicious email based on the Subject or Sender—delete it before you open it.
- **DO NOT** reply to, open attachments from, or click on URLs from unknown and untrusted sources.
- **DO NOT** use your City email address for personal communications.
- **DO NOT** ever send personal/sensitive information via email—e.g., passwords, credit card number, social security number, or account numbers.
- **DO** check emails from the outside world for misspellings, grammatical errors, and abnormal spacing that may be indicative of a phishing email.
- **DO** check links in external emails by using your mouse to hover over the hyperlink to determine if the URL makes sense with the sender—e.g., matching the sender's name to the URL; whether there's a foreign name or location in the URL.
- **DO** report any suspicious emails if you're not sure if they are valid to helpdesk@cityofredlands.org for further review and investigation.
- **DO** attempt to contact the original sender by phone or by method other than to verify the authenticity of the message sent to you
- **DO** use common sense—if it doesn't look right, trust your judgment.

It is critical that you remain vigilant and knowledgeable about email authenticity. Phishing scams are the largest attack surface for cyberthreats.

A password must be made up of:

- Twelve (12) or more characters.
- At least one uppercase letter.
- At least one lowercase letter.
- At least one number (0 through 9).

At least one special character ($, @. # and so on).

4. Remote Access

Remote access connections may be used by authorized City employees. All staff connecting to City resources from outside of the City network must follow the same requirements for secure remote access, including:

1. Only the City's existing VPN solution may be used to connect to City resources.
2. All users must obtain permission from the IT Division and the appropriate Department Head(s).
3. All VPN users must authenticate using multifactor authentication (MFA), when enforced by the IT Division.
4. City employees may only connect to City resources from an IT-approved, City issued device. Non-City issued devices are not permitted.
5. Any contractor or vendor-owned device connecting to City resources must be approved beforehand and have updated antivirus and fully patched, up-to-date operating system.

5. Security Awareness

The City of Redlands requires that all individuals with access to the City's technology including, but not limited to, employees, interns, and certain elected officials participate in efforts to safeguard the City against information security threats. This includes successful completion of mandatory security training upon hire and at least annually thereafter. Certain staff may be required to complete additional training modules depending on specific job requirements. Staff will be given a reasonable amount of time to complete each course so as not to disrupt City operations.

The City will also conduct periodic simulated social engineering exercises including but not limited to: phishing (e-mail), vishing (voice), smishing (SMS), USB testing, and physical assessments. These tests will be conducted at random throughout the year with no set schedule or frequency. Targeted exercises may be conducted against specific departments or individuals based on a risk determination. Failure of any of these simulated tests will be tracked, reported to management, and may automatically trigger a mandatory remedial training module that must be completed in a timely manner.

VIII. DISCIPLINARY ACTION

A. POLICY ON DISCIPLINE

No full-time employee in a regular appointment shall be disciplined without cause. Probationary employees are subject to termination without cause. For the purpose of this Article, disciplinary action shall be defined to include one or more and the following: oral warning, written reprimands, suspensions, demotions, reductions in pay and discharge. Oral and written reprimands may be initiated

at supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Director level. All discipline above an oral warning must have approval by the Division of Human Resources. Nothing in this section is designed to negate any protections set for in the Public Safety Officers Procedural Bill of Rights Act or the Firefighters Procedural Bill of Rights Act.

Definition of disciplinary action:

a. Oral warning. A supervisor may provide an employee an oral warning for cause.
b. Written Reprimand. A supervisor may issue a written reprimand to an employee for disciplinary purposes. Such reprimand shall be in writing and shall be provided to the employee, and employee shall acknowledge receipt of such reprimand. A copy of the reprimand shall be placed in the employee's personnel file.
c. Suspension. A suspension is a temporary "without pay" status imposed as a penalty for an offense where the cause is not severe for dismissal. A suspension may be issued by the Department Director. Suspensions shall be handled in conformance with Article VIII. Disciplinary Action, Section C. Appeal of Disciplinary Action. A copy of the suspension shall be placed in the employee's personnel file.
d. Demotion/Reduction in pay. The Department Director, after review with Human Resources, may demote or reduce the salary of an employee whose ability to perform the required duties for the position falls below minimum performance requirements or for disciplinary purposes. Demotions shall be handled in conformance with Article VIII. Disciplinary Action, Section C. Appeal of Disciplinary Action. A copy of the demotion shall be placed in the employee's personnel file.
e. Discharge. The Department Director, after review with Human Resources, may discharge an employee from a position for disciplinary purposes. A discharge shall be handled in conformance with Article VIII. Disciplinary Action, Section C. Appeal of Disciplinary Action. A copy of the demotion shall be placed in the employee's personnel file.

B. NOTICE OF PROPOSED DISCIPLINE

Except in emergencies, or as authorized by law, Skelly-level suspensions, demotions, reductions in pay, or discharge, shall not be put in effect until the employee has received written notice advising the employee of the proposed action, the reason(s) therefore, the facts giving rise thereto, the proposed effective date, access to written material that formed a basis of the proposed action, and the opportunity to respond to the Department Director orally or in writing within five (5) working days, or other response deadline as specified in a Council approved Memorandum of Understanding, of receipt of such notice. If deemed necessary by the Department Director or the Division of Human Resources, an employee may be placed on administrative leave with pay pending investigation of allegations that may lead to discipline.

C. APPEAL OF DISCIPLINARY ACTION

If a disciplinary action of suspension of forty hours (40) or more, reduction in pay (equal to a forty-eight-hour or more suspension), demotion or discharge is imposed, the employee may then appeal, prior to implementing such action to the Department Director. Any such appeal must be filed within 5 working days of the notice of the disciplinary action, or in accordance with a Council approved Memorandum of Understanding as it relates only to the timing of filing an appeal.

Upon unresolved consensus concerning the disciplinary action, an appeal may be made to the City Manager as the second step. However, execution of the notice of intent will be implemented after the first step (Department Director level). Should the disciplinary action still be unresolved after the second step, the discipline can be appealed to one final step. The third and final step is a hearing in front of the City Council. The City Council's decision on the disciplinary action is final and binding.

Any appeal of disciplinary action not resolved at Level 2 may be submitted to the City Council no later than 10 working days after the date of the City Manager's written reply. The employee shall provide the City Council with a copy of the Level 2 response. Within ten (10) working days thereafter, the City Council or its designee, shall schedule a hearing before the City Council or designee in which the parties to the notice of disciplinary action may present evidence. The City Council shall give the grievant a written decision within thirty (30) days after the hearing and shall file a copy with the Division of Human Resources. The decision shall be based upon the oral and written evidence submitted at the hearing. The decision of the City Council shall be final and binding.

D. CAUSES FOR DISCIPLINE

Examples of causes for disciplinary action include, but are not limited to:

a. Dishonesty;
b. Incompetence;
c. Inefficiency;
d. Neglect of duty;
e. Negligence which affects the safety of the employee or of others;
f. Violation of any City policy, rule or requirement;
g. Unauthorized absences (including tardiness) or abuse of sick leave or any other leaves;
h. Violation of these Rules, or other rules, regulations or orders established by a supervisor, department or City Council.
i. Conviction of a crime that interferes with employment;
j. Discourtesy to the public or fellow employees;
k. Misuse or abuse of City property or equipment;
l. Substandard job performance;
m. Insubordination;

n. Any activities, including outside employment that create a conflict of interest with City employment and are not specifically authorized by the Department Director;
o. Falsification of any City report or record (including job application);
p. Other acts which are incompatible with service to the public including, but not limited to, any conduct or behavior, either on or off duty, which cause discredit or would reasonably tend to cause discredit to fall upon the City, its officers, agents or departments.

IX. GRIEVANCE PROCEDURE

This grievance procedure is intended to ensure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.

A. DEFINITIONS

Grievance is defined as any dispute involving the interpretation, application, or alleged violation of:

a. The specific express terms of a current MOU, between the City and a recognized employee organization representing employees in the competitive service, to which the grieving employee is subject to;
b. A specific express term of these Rules;
c. A violation of any rule, policy, or regulation.

B. ELIGIBILITY TO FILE A GRIEVANCE

A grievant is a full-time employee in a regular appointment who is adversely affected by an act or omission of the City. No other individuals are eligible to file a grievance under this rule. A grievant may also be a recognized employee organization representing employees.

C. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

The following matters are excluded from the definition of a grievance:

a. Request for changes in wages, hours, or working conditions;
b. The content of employee evaluations or performance reviews, except those that result in a loss of benefits to the employee;
c. Challenges to reclassification, layoff, transfer, denial of reinstatement;
d. Challenges to examinations or appointment to positions; and
e. Challenges to these grievance procedures.

D. GRIEVANCE PROCEDURE

The grievance procedure shall consist of the following steps:

1. **Informal Grievance Procedure**

   Within ten (10) working days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with his or her immediate supervisor, who will investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he or she may proceed with the Formal Grievance Procedure.

2. **Formal Grievance Procedure**

   a. First Level Review – Supervisor Review

      Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to their immediate supervisor or Department Director along with a copy to the HR Director, no later than ten (10) working days after the date of the oral or written reply. A grievance may be submitted directly to the HR Director or, if the grievance started at a level above the supervisor or department, the grievance may be submitted at the higher level. The written grievance must contain the following information:

      i. Name of grievant and job title;
      ii. Department in which grievant works;
      iii. The specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
      iv. The specific provision(s) of the MOU, the City Policy or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
      v. A list of the documents, witnesses or other evidence that support the grievance;
      vi. Desired solution or remedy;
      vii. Name of the grievant's representative, if any;
      viii. Signature of the grievant or representative and date signed.

      Within ten (10) working days thereafter, the responder shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the HR Director. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

   b. Second Level – Department Director Review

      Any grievance not resolved at Level 1 may be submitted to the Department Director no later than ten (10) working days after the date of the supervisor's written reply. The grievant shall provide the Department Director with a copy of the Level 1 response. Within the (10) working days thereafter, the Department Director shall schedule a meeting with the grievant to work on resolving the grievance. The Department Director shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the HR Director. If the grievant is not satisfied with the response, he/she may proceed to Level

3. If the grievant's immediate supervisor is a Department Director, then the second level is skipped. The grievant will move to level three upon an unresolved grievance at the first level.

c. Third Level – City Manager
Any grievance not resolved at Level 2 may be submitted to the City Manager no later than ten (10) working days after the date of the Department Director's written reply. The grievant shall provide the City Manager with a copy of the Level 2 response. Within ten (10) working days thereafter, the City Manager shall schedule a meeting with the grievant to work at resolving the grievance. The City Manager shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the HR Director. If the grievant is not satisfied with the response, he/she may proceed to Level 4.

d. Fourth Level – City Council
Any grievance not resolved at Level 3 may be submitted to the City Council no later than ten (10) working days after the date of the City Manager's written reply. The grievant shall provide the City Council with a copy of the Level 3 response. Within ten (10) working days thereafter, the City Council, or its Designee, shall schedule a hearing before the City Council or Designee in which the parties to the grievance may present evidence. The City Council shall give the grievant a written decision within 30 days after the hearing and shall file a copy with the HR Director. The decision shall be based upon the oral and written evidence submitted at the hearing. The decision of the City Council shall be final and binding.

E. REPRESENTATION

The grievant is entitled to representation of their choice at any point in the grievance procedure. If the representative is a fellow employee, that employee will receive time off from their work assignment for the time of the grievance meeting(s) or hearing plus reasonable travel time. The grievant must inform the Division of Human Resources whether he/she will be represented at the grievance meeting, along with the identity of the representative, at least 48 hours prior to the grievance meeting.

F. SETTLEMENT OF GRIEVANCE

Failure by the grievant to appeal his or her grievance to the next step within the specified time limits of this rule shall constitute a settlement of the grievance, unless the Parties have granted an extension of time to a definite date. Failure by the City to meet any of the specified timelines shall entitle the grievant to appeal to the next level of review.

Additionally, failure on the part of an employee or his representative to appear for any scheduled meeting without notification may, in the City's discretion, be deemed a settlement of the grievance.

G. NO RETALIATION

Employees will not be penalized or retaliated against in any way for using the grievance procedures, testifying as a witness or assisting with a grievance.

X. LEAVES OF ABSENCE

A. ELIGIBILITY FOR PAID LEAVE OF ABSENCE

In order to be eligible for City payment of the paid leaves of absence outlined herein or subsequently granted by the City, an employee must be a full-time employee and either a regular or probationary appointee, except as required by law. Any leave of absence, outside of pre-approved vacation or holiday time, by an employee that exceeds thirty (30) consecutive days will result in a proportionate adjustment to the employee's performance evaluation date for all purposes, including consideration of a merit salary increase as allowed by law.

B. VACATION

1. Rate of Accrual

Every full-time probationary and regular employee shall earn vacation as follows unless otherwise specified by an applicable M.O.U.:

Years	Hours
0 – 5	80
6 – 7	120
8 – 9	128
10 – 11	136
12 – 13	144
14 – 15	152
16 – 20	160
21	168
22	176
23	184
24	192
25	200

Vacation accrues daily on a pro-rata basis.

2. Scheduling Vacation

After completion of six months of continuous service, an employee may take vacation leave at any time, subject to approval by the employee's Department Director or their designee. Approval will be based upon work load, staffing coverage, seniority, timing of the request, and any other work-related factors appropriate for consideration by the Department Director. Vacation must be taken in increments of one-half hour or more, unless otherwise approved.

3. Effects of Holidays on Vacation Leave

In the event that an authorized city holiday falls during an authorized vacation leave, the employee shall receive holiday pay and not be charged vacation leave for that day.

4. Effects of Sick Leave on Vacation Leave

In the event an employee becomes ill during a vacation period, such time shall not be charged as vacation leave if either of the following conditions is met:

a. The employee complies with the same notice requirements in Rule X.D (Sick Leave) as required when the employee is not on leave, including notice to the employee's supervisor no later than the start of the employee's regular work shift. If the employee becomes ill after the start of the work shift, then the employee must promptly provide notice on the same day the illness begins. Sick leave will only be granted for those days on which notice is given pursuant to this policy; or
b. The employee, upon return to work, submits a doctor's note for each day requested to be paid as sick leave.

5. Compensation for City Work During Vacation is Prohibited

No employee shall be permitted to work for compensation for the City in any capacity except compensation for mandated court appearance or special duty assignments during paid vacation time.

6. Vacation Pay Upon Termination

Any employee terminating from the City will be paid at their regular rate of pay on a pro-rata basis for all earned vacation, if any, accrued up through the date of termination.

C. HOLIDAYS

1. Authorized Holidays

Every full-time probationary and regular employee shall be entitled to the following paid holidays each calendar year and such other days as may be designated by action of the City Council:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King Day)
- The third Monday in February (President's Day)
- March 31 (Cesar Chavez Day)
- The last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Indigenous Peoples Day)
- November 11 (Veteran's Day)
- Thanksgiving Day

- Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

If a holiday falls on Saturday, Friday shall be designated as the holiday, and if the holiday falls on Sunday, Monday shall be designated as the holiday.

Employees who are absent from work on a holiday due to unpaid leave of any form will not be paid for the holiday. Employees who are required to work on a holiday will receive holiday pay in addition to any hours worked.

2.Holiday Worked Pay

Non-exempt employees who actually work on an above-listed holiday will receive holiday worked pay at one half times their normal hourly rate for all hours worked. Holiday worked pay will only be paid on the actual calendar holiday and not for observed holidays if the holiday falls on a weekend. For example, if Independence Day falls on a Saturday, only those employees actually working on that Saturday will receive holiday worked pay. If Friday is the recognized holiday that year, those working on Friday will not receive holiday worked pay**.** If an employee's shift extends beyond midnight of the actual holiday, holiday worked pay will only apply to those hours worked on the actual holiday. For Sworn Fire personnel, holiday worked pay will be paid for the entire 24-hour shift that begins on the actual holiday.

3. Floating Holidays

Full time probationary and regular employees shall receive floating holidays each calendar year as granted in a Council approved Memorandum of Understanding and pro-rated to the date of hire. Floating holiday hours that are not used will not carry over to the following year. No employee may accrue any more than four floating holidays at any one time. The floating holidays may be used at any time subject to two days advance approval unless waived by the Department Director. In the event of termination, employees will receive payment for all unused floating holiday hours.

4. Banked Holidays

Non-exempt employees who are normally scheduled off on a day in which a holiday is observed have the option to bank their holiday pay for future paid time off. Exempt employees who are normally scheduled off on a day in which the holiday is observed, shall bank their holiday hours for future paid time off.

D. SICK LEAVE

1. Accrual of Sick Leave

Full-time probationary and regular employees only are eligible to accrue eight (8) hours of sick leave with pay for each calendar month of actual continuous service dating from the

employee's most recent date of hire. Part time employees will accrue sick leave as required by state or federal law.

An employee shall not receive payment for unused accumulated sick leave upon termination of employment or retirement (either disability or service retirement) unless specifically provided for in an applicable Memorandum of Understanding. An employee may not use sick leave to extend a retirement or termination date, unless specifically provided for in an applicable Memorandum of Understanding, State, or Federal law.

2. Return to Work from Sick Leave

If an employee misses three (3) or more days of work due to illness, the employee will be required to provide a return to work certification from a licensed physician to the Division of Human Resources before returning to work. The City may require the employee to see a physician chosen by the city to conduct a fit for duty examination at the City's expense.

3. Use of Sick Leave for Family

In cases of illness of a family member, an employee may use up to one-half of their sick leave entitlement for the year to attend to the illness of a spouse, domestic partner, parent, or child. Additional family sick leave may be used for qualifying acts of violence, and usage for special circumstances may be granted on a case-by-case basis in the discretion of the Department Director with the concurrence of the City Manager.

4. State Disability Insurance (SDI) and Paid Family Leave

SDI and Paid Family Leave provide benefits to eligible employees but do not provide job protection or return to work rights. Eligible employees as determined by the State will receive a percentage of their regular pay under both SDI and Paid Family Leave. Payroll shall, when contacted by the State in determining eligibility, verify an employee's salary and last day worked.

Benefits begin the day after a mandatory seven (7) day waiting period for SDI only. With eligibility established, an employee may:

a. Receive benefits for up to fifty-two (52) weeks for SDI; receive benefits for up to eight (8) weeks for Paid Family Leave.
b. Receive benefits based on the wages paid during a twelve (12) month base period.
c. Receive full pay as long as accrued leave is available to supplement SDI payments.

An employee with sick leave accruals available must use their accruals in conjunction with SDI benefits until exhausted. When sick leave is exhausted, an employee shall be required to use all other available leaves such as vacation, CTO, or executive leave until such time is exhausted.

State law prohibits an employee from receiving more than 100% of salary in combined sick/vacation leave and SDI/Paid Family Leave benefits. The employee must provide verification of such payment from the State Employment Development Department (EDD)

to the payroll section of Finance. When all available leave balances are exhausted, the employee shall be placed in "inactive" status. Should any discrepancy exist between this policy and the State Unemployment Insurance Code, the State Unemployment Insurance Code will prevail.

E. FAMILY AND MEDICAL LEAVE

The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain medical and nonmedical needs for themselves and certain family members. Although these laws are summarized below, any conflict between those laws and the summary below shall be resolved in favor of said laws. The maximum amount of leave available under these laws is twelve (12) weeks of CFRA leave in a 12-month period and twenty-six (26) weeks of FMLA leave in a 12-month period may be allowable in the case of miliary caregiver leave as detailed below. Some or all available leave may run concurrently as allowed by law. Employees with any questions or requests for information about family and medical leave should consult with the Division of Human Resources.

1. Eligibility

To be eligible for leave under FMLA/CFRA, employees must meet all of the following requirements:

a. Have worked at least twelve (12) months for the City. Separate periods of employment will be counted, provided that the break in service does not exceed seven years.
b. Have worked at least 1,250 hours in the twelve (12) months preceding the date the leave would commence. The 1,250 hours do not include time spent on paid or unpaid leave and will not be counted in determining the 1,250 hours requirement. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.
c. FMLA only: Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

2. Reasons for Leave

Employees may take up to twelve (12) weeks of FMLA/CFRA leave within a twelve (12) month period for any of the following reasons:

a. The birth of a child and to bond with or provide care for the child.
b. The placement of a child with the employee for adoption or foster care and to bond with or care for the new child.
c. To care for a spouse, domestic partner, child of the employee, spouse or domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition as defined in this policy.
d. For the employee's own serious health condition that renders them unable to perform the functions of their position.

e. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Leave for this reason is referred to in this policy as "qualifying exigency leave" and is not covered under the leave provisions of the CFRA.
f. Eligible employees may take up to twenty-six (26) weeks of FMLA leave to care for a covered servicemember during a single twelve (12) month period. Leave for this reason is referred to in this policy as "military caregiver leave" and is not covered under the leave provisions of the CFRA.

FMLA and CFRA leave will run concurrently when the reason for leave is covered by both laws. If both parents are employed by the City, they each receive twelve (12) weeks of CFRA leave for the birth, adoption, or foster care placement of a child.

3. Definitions

a. "Serious health condition" means an illness, injury, or physical or mental condition that involves either inpatient care or continuing treatment by a healthcare provider. This includes treatment for substance abuse.
b. "Family member" for the purposes of CFRA means a spouse, domestic partner, child of employee or domestic partner of any age, parent, parent-in-law, grandparent, grandchild, or sibling.
c. "Designated person" for the purposes of CFRA leave mans any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee must identify the designated person at the time the leave is requested, and only one designated person is permitted per twelve (12) month period.
d. "Covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty or active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in an outpatient status, or is on the temporary disability retired list.

4. 12-Month Measurement Period

The City measures the period of twelve (12) months in which leave is taken by a rolling 12-month period measured back from the date leave is taken. Each time an employee takes

eligible leave; the remaining leave entitlement is based on the amount of leave taken during the immediate preceding twelve (12) months.

For military caregiver leave, an eligible employee may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period. The single twelve (12) month period begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other CFRA/FMLA-qualifying reasons.

5. Intermittent and Reduced-Schedule Leave

Eligible employees may take leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule. Intermittent leave to bond with a new child must be taken in two (2) week increments, with a shorter duration allowed on two (2)occasions.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt City operations.

6. Interaction with Paid Leave

Depending on the purpose of the leave request, the City may require that employees use accrued paid leave (such as sick leave, vacation or other paid time off) concurrently with some or all of the leave taken under this policy. To use paid leave for FMLA/CFRA leave, eligible employees must comply with the City's normal procedures (e.g., call-in procedures, advance notice) for the applicable paid-leave policy. When the leave request is for the serious health condition of a covered family member, employees will only be required to exhaust up to one half of their annual sick leave entitlement.
Employee paid-leave accruals (paid time off, vacation, sick leave) will continue while paid leave is being used during periods of FMLA/CFRA absence and in accordance with those individual policies.

Employee paid-leave accruals will not continue during unpaid periods of leave or when only disability payments are being received.

7Maintenance of Health Benefits

If employees and/or their families participate in the City's group health plan, the City will maintain coverage during FMLA/CFRA leave on the same terms as if the employee had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on leave. In some instances, the City may recover the premiums it paid to maintain health coverage or other benefits for employees and/or their families while employees were absent.

While on unpaid leave, employees do not accrue vacation, sick, or other paid leave time, unless they are substituting accrued leaves for compensation. Performance evaluation dates may be adjusted to the same extent as any other unpaid leaves.

While on leave, employees may participate in life insurance, short term or long-term disability insurance and supplemental benefits plans to the same extent as any other unpaid leaves. The employee is responsible for paying the required premiums. Failure to pay premiums may result in cancellation of coverage.

Employees may continue coverage on their own by payroll deductions or direct payments made to these plans. The City will inform employees whether the premiums should be paid to the carrier or to the City. Coverage by a plan may be dropped if the employee's premium payment is more than thirty (30) days late. The City will notify the employee fifteen (15) days before coverage will cease. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
If an employee fails to return to work after his or her leave entitlement is exhausted or expires, the City will have the right to recover premiums through deduction from any sums due the employee (e.g. unpaid wages, vacation pay, etc.)

8. Procedures

When seeking leave under this policy, employees must provide the following to the Division of Human Resources:

A. Thirty (30) days' notice of the need to take FMLA/CFRA leave if the need for leave is foreseeable. In the case of unforeseeable leave, notice must be provided as soon as practicable and in compliance with the City's normal call-in procedures, absent unusual circumstances.
B. Certification by a health care provider supporting the need for leave due to a serious health condition affecting the requesting employee or a covered family member or service member within fifteen (15) days of the City's request for the certification. If the City has reason to doubt the validity of the certification provided, the City may require, at the City's expense, that the employee obtains the opinion of a second health care provider, designated and approved by the City. If the second opinion differs from the original certification, the City may, at the City's expense, require that the employee obtain a third opinion of a health care provider, designated and approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final.
C. For qualifying exigency leave: Within fifteen (15) days of the request, an employee requesting qualifying exigency leave may be required to provide appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and

details of the specific exigency, the amount of leave needed and the employee's relationship to the military member.

D. Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work, not more than every thirty (30) days.
E. A return-to-work release before returning to work if the leave was due to the employee's serious health condition and the leave was three days or more.

Failure to comply with these requirements may result in delay or denial of leave or disciplinary action, up to and including termination. Leave under this policy will be governed by and handled in accordance with FMLA/CFRA applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

9. Employer Responsibilities

To the extent required by law, the Division of Human Resources will inform employees whether they are eligible for leave under the FMLA/CFRA. Should employees be eligible for FMLA/CFRA leave, the Division of Human Resources will provide eligible employees with a notice that specifies any additional information required, as well as their rights and responsibilities. Under CFRA, if the employee's leave is approved, it will be retroactive to the first day requested. The Division of Human Resources will also inform employees if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlement. If employees are not eligible for FMLA/CFRA leave, a reason for the ineligibility will be provided to the employee.

10.Reinstatement upon Return from Leave

Upon returning from FMLA/CFRA leave, employees will be restored to their original position or to an equivalent position, subject to the defenses permitted under the law, with equivalent pay, benefits, shift, schedule, geographic location, privileges, status, and other employment terms and working conditions and involve the same or substantially similar duties and responsibilities and must require substantially equivalent skill, effort, and authority. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously working during the FMLA/CFRA period. Leave approved under FMLA/CFRA will not constitute a break in service or cause an employee to lose seniority based on the amount of time the employee was away from work.

11.Military Caregiver Leave

Military caregiver leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illness while on active duty. Within the single twelve (12) month period described above, an eligible employee may take a total of twenty-six (26) weeks of CFRA/FMLA leave, including up to twelve (12) weeks of leave for

any other CFRA/FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the single twelve (12) month period, an eligible employee may take up to sixteen (16) weeks of CFRA/FMLA leave to care for a covered service member when combined with up to ten (10) weeks of CFRA/FMLA leave to care for a newborn child.

Military caregiver leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each covered service member and/or for each serious injury or illness of the same covered service member. A total of no more than twenty-six (26) workweeks of military caregiver leave, however, may be taken within any single twelve (12) month period.

12.Qualifying Exigency Leave

Employees who meet the eligibility standards set forth above are eligible to request qualifying exigency leave. Although qualifying exigency leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the total leave exceed twelve (12) weeks in any twelve (12) month period (with the exception of military caregiver leave as set forth above).

Eligible employees may take unpaid qualifying exigency leave to tend to certain exigencies arising out of the duty under a call or order to active duty of a covered military member (i.e., the employee's spouse, child or parent). Up to twelve (12) weeks of qualifying exigency leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of leave within this policy, with the exception of military caregiver leave, which is subject to a maximum of twenty-six (26) weeks of leave in a single twelve (12) month period. The maximum amount of qualifying exigency leave an employee may use to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Persons who can be ordered to active duty include active and retired members of the armed forces, certain members of the retired Reserve and various other Reserve members, including in the Ready Reserve, Selected Reserve, Individual Ready Reserve, National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the president of the United States pursuant to certain laws.

Qualifying exigency leave is available under the following circumstances:

A. Short-notice deployment: To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to active duty.

B. Military events and related activities: To attend any official military ceremony, program or event related to active duty or a call to active-duty status, or to attend certain family-support or assistance programs and informational briefings.
C. Childcare and school activities: To arrange for alternative childcare; to provide child care on an urgent, immediate-need basis; to enroll a child in or transfer a child to a new school or day care facility; or to attend meetings with staff at a school or day care facility.
D. Financial and legal arrangements: To make or update various financial or legal arrangements or to act as the covered military member's representative before a federal, state or local agency in connection with service benefits.
E. Counseling: To attend counseling (provided by someone other than a health care provider) for the employee, the covered military member, or a child or dependent when necessary, as a result of duty under a call or order to active duty.
F. Temporary rest and recuperation: To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
G. Post-deployment activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active-duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active-duty status.
H. Mutually agreed leave: Other events that arise from the close family member's call or order to active duty, provided that the City and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

13. Exhaustion of Leave

If an employee's illness or injury requires a leave of absence for more than twelve (12) weeks, the City will, with satisfactory medical evidence, extend the employee's leave for an additional fourteen (14) weeks for a total of twenty-six (26) weeks in a twelve (12) month period. The city will extend the employee's reinstatement rights through the end of the 26 week period as long as the employee can perform the job with or without reasonable accommodation. At the end of the twenty-six (26) week period, the city may extend the leave for an additional twenty-six (26) weeks for a total of fifty-two (52) weeks of leave; however, the employee will not retain reinstatement rights. The City may at this time fill the employee's position. Typically, at the end of the fifty-two (52) week period, if the employee is unable to return to work with or without reasonable accommodation or if there is not a position available the employee's employment will be terminated.

F. PREGNANCY DISABILITY LEAVE AND ACCOMMODATIONS

1. Eligibility

Any employee who is disabled because of pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave (PDL). For employees who are also eligible for FMLA/CFRA leave, PDL is not counted as time used for CFRA leave but does run concurrently with available FMLA leave.

2. Reasons for Leave

PDL is for any period of actual disability caused by your pregnancy, childbirth, or related medical conditions up to four (4) months per pregnancy. PDL does not need to be taken in one continuous period of time but can be taken on an as needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by PDL.

3. Amount of Leave

Employees may take up to four (4) months of PDL. Employees affected by pregnancy or a related medical condition may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

4. Benefits While on Leave

a. Benefits. PDL is an unpaid leave. However, will receive benefits pursuant to FMLA up through exhaustion of the employee's available FMLA and PDL leave.
b. Accrued Leaves. While on unpaid leave, employees do not accrue vacation, sick, or other paid leave time, and their performance evaluation dates may be adjusted to the same extent as any other unpaid leave.

5. Substitution of Paid Accrued Leaves

Employees taking PDL shall concurrently use any available sick leave. Employees shall also use any accrued vacation or other accrued time off as part of their PDL before taking the remainder of their leave as unpaid leave.

6. Employee Notice of Leave

To the extent possible, employees requesting PDL should follow the same authorization process for FMLA as outlined in Section E (Family and Medical Leave Act).

7. Medical Certification

The City may require employees requesting PDL or a related accommodation to obtain a certification from a health care provider of their pregnancy disability or the medical advisability of a need for accommodation. The certification should include:

a. The date on which the employee became disabled due to the pregnancy or the date of the medical need for an accommodation;
b. The probable duration of the period of disability or accommodation; and

c. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of their position without undue risk to the employee, the successful completion of the pregnancy, or to other persons.

8. Reinstatement Upon Return from Leave

a. Reinstatement to Position. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, seniority, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the PDL period.
b. Fitness for Duty Certification. As a condition of reinstatement, the employee must obtain and present a fitness for duty certification from the health care provider that the employee is able to resume work in the position sought. Failure to provide such certification will result in denial of reinstatement.

9.Pregnancy Disability Accommodation

The Pregnant Workers Fairness Act (PWFA) is enforced by the Equal Employment Opportunity Commission and requires covered employers to provide "reasonable accommodations" to employees who have known limitations related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the City an undue hardship.

Examples of possible accommodations include:

- Allow a stool or chair during workshift;
- Receive closer parking;
- Have flexible hours;
- Receive appropriately sized uniforms and safety apparel;
- Receive additional break time to use the bathroom, eat, and rest;
- Take leave or time off to recover from childbirth;
- Be excused from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy.

10. Lactation Accommodation

The City recognizes the importance of breastfeeding and supports employees who need additional time and space in order to express milk. The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently with any break

time already provided to the employee. Break time for an employee that does not run concurrently with the regular break time shall not be paid.

The City will provide the employee with a room, other than a bathroom, or other location in close proximity to the employee's work area, shielded from view, for the employee to express milk in private as well as access to a sink with running water, and a refrigerator or cooler for storing breast milk. A room provided for this purpose:

- Will be safe, clean, and free of hazardous materials
- Will be free from intrusion
- Contain a surface to place a breast pump and personal items
- Contain a place to sit
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump

An employee may request an accommodation for lactation breaks by submitting a request to the Division of Human Resources.

G.REPRODUCTIVE LOSS LEAVE

California law allows eligible employees who experience a reproductive loss event to take up to 5 days of unpaid time off work. A reproductive loss event is defined as the day or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Employees who have been employed with the City for 30 days are eligible. Employees may utilize other paid leave accruals during this leave. Eligible employees are entitled to up to 5 days for each reproductive loss event during each 12-month period up to a maximum of 20 days.

H.CATASTROPHIC LEAVE

It is the policy of the City of Redlands to permit employees to contribute a portion of their accrued leave credit to another employee when such employee is on approved leave of absence due to a verifiable illness or injury.

1. Provisions

Participation in the plan is voluntary.

For the purposes of this leave program, "catastrophic" shall be interpreted to include an illness or event which is devastating, unexpected, immediate in nature, and which is expected to preclude the employee from returning to work for an extended period of time. The City reserves the right to request supporting documentation.

The receiving employee must be or have been absent from work due to injury or illness and have exhausted all earned leave credits, including but not limited to, sick leave, vacation leave, holiday leave, comp time, executive leave, etc., and is, therefore, facing financial hardship. A determination on sick leave accruals shall be made on a case-by-case basis in accordance with the Family Medical Leave Act (FMLA).

The hours shall be deducted from the donor's leave balance, converted to dollars and used to compensate the recipient at the recipient's regular rate of pay. Donations shall be listed in the order in which they are received by the Division of Human Resources. Each pay period, a sufficient number of donor hours shall be converted and used to compensate the recipient. Unconverted donations shall revert to the donor.

If sick leave is contributed:

a. The donor's balance cannot drop below two-hundred (200) hours; and,
b. Sick leave hours donated shall **not** count as hours used for the purposes of sick leave buy back.
c. Donations shall be made in whole hour increments.
d. Donated hours are irrevocable.
e. The recipient must have been employed with the City for at least six months of continuous service.
f. Requests may be initiated by the employee or on behalf of the employee, recommended by the Department Director with the agreement of the Human Resources Director and final approval by the City Manager.
g. The total number of hours donated to an employee shall not exceed the length of the approved leave of absence.

I. JURY DUTY AND WITNESS LEAVE

All employees in the competitive service who are required to serve on a jury shall be entitled to regular compensation. Employees released early from jury duty shall immediately report back to their normal work assignment.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her employment with the City shall be allowed to do so without loss of compensation, unless it is the employee's own lawsuit.

An employee subpoenaed to appear in court in a matter unrelated to his or her official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation for this purpose.

J. MILITARY LEAVE

Military leave will be granted as required by law. Prior to taking such leave, an employee shall present a copy of their military orders to the Department Director. Benefits shall continue to accrue to the extent required by law.

K. PERSONAL LEAVE

At the sole discretion of the City, an employee may be granted a personal leave of absence upon the recommendation of the Department Director and the approval of the City Manager. The City may fill the position with a temporary or provisional employee during the term of the leave of absence or

undertake any other appropriate measures to address workload needs. The employee shall take any available accrued leaves as compensation during a personal leave of absence.

1. Authorization

Employees requesting a personal leave of absence must submit the request in writing to their Department Director. The request should state the reason for the leave and the anticipated beginning and ending dates of the leave. The Department Director will submit the request along with his or her recommendation to the City Manager. The City Manager will make a decision in writing and transmit the decision to the employee. The decision of the City Manager shall be final and is not subject to grievance or appeal. The City Manager's determination will include, but is not limited to, the following factors:

a. Any history of excessive unauthorized absences or leave abuse;
b. Any detrimental effect on the operation of the department/division; and
c. The reason for the leave of absence. Examples of reasons that may be considered are:
    i. To take a course of study that will increase the employee's usefulness or effectiveness to the city
    ii. Other personal or family related reasons.

Use of the leave for a purpose other than that requested may be cause for forfeiture of reinstatement rights or disciplinary action, up to and including termination.

2. Length of Leave and Extension

Leaves of absence shall not exceed thirty (30) days, however, the City Manager reserves the right to extend the leave at their sole discretion for an additional period, not to exceed six (6) months. Employees requesting a leave extension must submit a written request no later than fourteen (14) days prior to the approved expiration of the original leave. Employees that are granted an extended leave will be responsible for full payment of any benefit premiums.

3. Return from Leave

When an employee intends to return from an authorized leave of absence, either before or upon the expiration of such leave, the employee shall contact the Department Director at least fourteen (14) days prior to the planned day of return. The Department Director shall promptly notify the Division of Human Resources of the employees' intention. Failure of an employee to abide by this notification procedure or to report for work promptly on the date of leave expiration shall be grounds for discipline up to and including termination.

4. Adjustments to Accrual of Benefits

Sick leave, holidays, and vacation leave will not accrue during any unpaid leave time, unless otherwise expressly provided for in an applicable MOU. Employees on unpaid leave will be responsible for any benefit premiums during their leave of absence.

XI. RISK MANAGEMENT

A. WORKERS' COMPENSATION

1. Reporting Procedure

a. Any employee who is injured while on duty must immediately report the injury or illness to their immediate supervisor. The supervisor will provide the employee with the appropriate forms and turn the completed forms into Human Resources within 24 hours of the injury. In the event the employee is physically incapacitated, the supervisor shall complete and forward all forms and reports to Human Resources within 24 hours following the injury.

b. The Division of Human Resources shall authorize medical treatment for the employee at the City's occupational medical clinic. An employee may seek medical treatment from his or her own physician if they have been previously designated and on file in Human Resources.

B. CIVILIAN EMPLOYEES

1. Use of Paid Accrued Leaves

If an employee is directed by the City's physician or the employee's physician to be absent from work due to the work-related injury the employee will be required to use their accrued leave time for compensation for the first three days of time off from work.

If it is determined that the employee is temporarily disabled and is ordered to be off work for more than fourteen (14) days, or has restrictions that the City cannot accommodate, the temporary disability payment, as required by the Workers' Compensation Act, will go back to the date of injury.

An employee shall apply pro-rated accrued sick leave, vacation leave or comp time to an absence and to receive compensation equal to the difference between the compensation which the employee is entitled under the Workers' Compensation Act and their regular City salary, not to exceed the amount of earned leave time. If the employee does so elect and has applied accrued leave to such absence, then he/she shall be entitled to receive compensation for absences following and related to the occurrence of a specific injury until sick leave is exhausted.

2. Benefits

Any employee shall continue to accrue vacation, holidays and sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from a work-related injury so long as the employee receives compensation payments under the provisions of the Workers' Compensation Act. A probationary employee shall be entitled to the same benefits as a regular employee, except the probationary employee shall not continue to earn eligibility for consideration for merit salary increases or regular status.

Medical care and payment for permanent disabilities incurred in the course of employment shall be as prescribed by the Workers' Compensation Act.

C. SWORN EMPLOYEES

Whenever a sworn peace officer or firefighter, or other employee eligible under Labor Code Section 4850, sustains a work related or industrial injury while actively engaged in law enforcement he/she shall receive compensation as provided under the Workers' Compensation Act and/or Labor Code provided under State Law. Such employee shall be placed on leave of absence at full salary and shall be paid by the City as long as required by Section 4850 and related Sections of the Labor Code. During the time the City is required to pay and actually pays, the employee shall not be entitled to receive any temporary disability payment under the Workers' Compensation Act, and the City shall be entitled to receive all payment which would otherwise be payable to such employee for such temporary disability or upon retirement.

D. LONG-TERM ILLNESS AND LABOR CODE SECTION 4850 APPOINTMENTS

The Division of Human Resources may declare a position temporarily vacant due to the absence of an employee on leave pursuant to Labor Code Section 4850 or on long-term illness leave and the position may be filled by a temporary or interim appointment. A person appointed to the position shall sign a statement acknowledging that:

- The appointment is temporary only, with no attainment of regular status; and
- If already employed by the City, the appointment will revert to their original position and salary range upon notice from the HR Director.

E.MODIFIED DUTY

When a City employee is being treated for a work or non-work related injury or illness and is determined fit by the City approved treating physician to return to work on a temporary basis with modified duties or tasks, the City will make every attempt to return the employee to work in a modified duty status. All such modified duty work assignments are to be within the limitations as described by the City approved physician who is qualified to render an opinion on the worker's physical abilities. Modified duty assignments for miscellaneous employees typically will not exceed sixty (60) days. For safety employees only, modified duty assignments typically will not exceed twelve (12) months. Due to staffing restrictions in some areas, light or modified duty may not be available. The determination of the availability of light or modified duty assignments will be made by the Department Director and the Division of Human Resources.

In the event an employee refuses the modified duty offered, and the employee satisfies the restrictions and ability to perform the modified duty, the City is not obligated to provide an alternative position. In such cases, Human Resources will notify the insurance carrier of the employee's refusal of the modified duty.

Any employee returning to modified duty must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify his or

her supervisor and provide Human Resources with a copy of the new medical release within twenty-four (24) hours.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the attending physician.

F.CHECK IN PROCEDURES

During the period of time that an employee is off work due to an industrial injury, the department may require the employee to check in with the Division of Human Resources on a regular basis.

G.ACCIDENT REPORTING, RECORDING AND ANALYSIS

The elimination of incidents, accidents, and injuries is a goal of the City of Redlands. In order to achieve this goal, a well- established system of reporting and recording vehicle and equipment accidents has been developed.

1. Definition

An accident is an unplanned event that results in personal injury or property damage. An incident is an unplanned event that does not result in a personal injury but may result in property damage or is worth of recording.

2. Procedures for reporting accidents/injuries/incidents

a. If life threatening, call 911 immediately;
b. Notify the Division of Human Resources immediately;
c. Notify supervisor;
d. Complete all forms required by the City's safety policies and Injury and Illness Prevention Program. Forms must be submitted to the Division of Human Resources within twenty-four (24) hours;

Employees using personal vehicles while on duty shall follow this policy and comply with these reporting procedures.

3. Supervisors' Responsibilities

If the employee is not able to complete the above information, the supervisor or their designee shall be dispatched to the accident to obtain the above information and complete the forms. In addition, the supervisor shall:

a. Notify HR and arrange transportation for employees required to submit to a drug and alcohol screening immediately after an accident;
b. Consult with Risk Management to determine whether a drug and alcohol screening is necessary;
c. Consult with Risk Management for all accidents involving moving violations and require a full police report.

4. Employee Responsibilities

a. Submit to a drug and alcohol screening for all accidents involving a moving violation. Safety personnel may be exempt from drug testing requirements of this policy; and
b. Comply with the instructions issued by the supervisor, Risk Management, and/or safety personnel.

5. Risk Management Responsibilities

a. Ensure all relevant information is received;
b. Conduct a thorough investigation to provide recommendations; and
c. Complete forms as required by the Department of Motor Vehicles, Department of Transportation, and/or any other agency.

6. Accident Reports and Records

All accidents shall be reported to provide the City with an overall summary of events. A Report of Incident, Accident, or Injury Form shall be used to record pertinent information. The report shall include the following information:

a. Date and time of accident
b. Name of employee(s)
c. Department
d. Vehicle identification number
e. Location of accident
f. Brief description of accident
g. Fatalities and/or injuries
h. Property damage
i. Physical damage to City property
j. Photographs

If a Report of Incident, Accident or Injury form is not available the employee or supervisor is required to gather and record the above information using an alternative format.

7. Accident Investigation

A thorough investigation shall be conducted to determine the primary cause of any injury, accidents, or incidents involving city vehicles and equipment. The investigator shall determine how the accident occurred, what physical evidence might be available, and obtain witness statements. The investigator shall gather information to reconstruct the events leading to the accident and should record those facts for future reference.

Contributing factors shall also be identified. Such an investigation helps to show the basic conditions responsible and point out the area(s) in which either specific or general corrective action should be taken. The information derived from the accident analysis

should be used constructively to educate employees or change procedures in an effort to prevent future occurrences. This information may also be used to identify remedial training needs.

8. Disciplinary Action

Any driver involved in an accident involving a City owned vehicle or piece of equipment and found to be negligent may be required to complete a driver safety training course and subject to disciplinary action, up to and including termination.

City Council Meeting **K. 6.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Work Construction Contract with Liftech Elevator Services for an amount not to exceed $251,000 for the A.K. Smiley Library Lower Level Revive, Phase 1 project, and determination that the project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (A.K. Smiley Library Director McCue)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of the contract and construction of the A.K. Smiley Lower Level Revive, Phase 1 Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the A.K. Smiley Lower Level Revive, Phase 1 Project, and award a Public Work Contract to Liftech Elevator Services for an amount not-to-exceed $251,000.

RECOMMENDATION:

Staff recommends that the City Council determine that the Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends the City Council to approve the Public Works Construction Contract with Liftech Elevator Services, an amount not to exceed $251,000, for the A.K. Smiley Library Lower Level Revive, Phase 1 project.

DISCUSSION:

The State of California Budget Act of 2021 (SB 129, Chapter 69, Statutes of 2021) allocated $439 million in one-time funds to the California State Library to address life safety and critical maintenance needs of public library facilities throughout California. In 2022, the City applied for a $1.6 million grant from that source to repurpose the lower level of A.K. Smiley Public Library, which is underutilized due to its limited functionality and unreliable elevator.

The State Library did not fully approve that request, instead it awarded a $445,035 grant focused on improving access. The project was designated the A. K. Smiley Public Library Lower Level Revive (FCS06022023JN). Although the grant did fund engaging the services of an architect to redesign the entire publicly accessible portion of lower level, only the replacement of the elevator and the WON fire shutter, along with the requisite demolition and removal work, was authorized.

The terms of the grant required a 50% match commitment on the part of the City, which was approved at the June 7, 2022, City Council Meeting and $200,000 each year was included for this purpose in the FY2022-2023 and FY 2023-2024 budgets. At the October 3, 2023, City Council meeting, the City Council approved a professional services agreement with Architectural Resources Group, Inc. for architectural design and engineering services associated with the Lower Level Revive project. Architectural Resources Group, prepared the plans and specifications, and staff advertised the construction phase of the project on November 7, 2024. On December 5, 2024, the City Clerk's office received the following bids:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Schedule Total Price**
1. Liftech Elevator Services, Signal Hill, CA	$251,000.00
2. Fujitec, Torrance, CA,	$314,306.00

Each bid was reviewed by staff to determine responsiveness to bid requirements and Liftech Elevator Services was determined to be the lowest responsive bidder. Staff recommends awarding a Construction Contract to Liftec Elevator Services for an amount not-to-exceed $251,000. The Project will be completed within one hundred twenty (120) working days after the date of issuance of a Notice to Proceed to the Contractor.

This Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

City Council may deny the staff recommendation.

STRATEGIC PLAN:

By improving access to the library's lower level, this project improves the Quality of Life for the residents of Redlands.

SUBMITTED BY:
Don McCue, A.K. Smiley Library Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Crocker, Facilities and Community Services Director

PREPARED BY:
Don Craw, Facilities and Community Services Sr. Manager

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$276,100
Budgeted Y/N:	Y

Discussion:

This project is grant-funded and included in the current Library Budget. Total project cost will be $276,100 ($251,000 plus 10% contingency)

Attachments

A. Liftech Contract
B. Bid Opening Report
C. Bid Analysis

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 15th day of April, 2025, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Liftech Elevator Services (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: A.K. Smiley Public Library Lower Level Revive, Phase 1, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's A.K. Smiley Public Library Lower Level Revive Phase 1 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two hundred fifty one thousand dollars ($251,000) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred twenty (120) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
A.K. Smiley Public Library Lower Level Revive, Phase 1
Project No. FCS110724DC

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)
(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as A.K. Smiley Public Library Lower Level Revive Phase 1 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, Liftech Elevator Services as Surety, are held and firmly bound unto the City in the penal sum of two hundred fifty one thousand dollars ($251,000) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder,

arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated April 1, 2025, and identified as A.K. Smiley Public Library Lower Level Revive Phase 1 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of two hundred fifty one dollars ($251,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **19th day of December, 2024, at 2:00 p.m.** on behalf of the Facilities and Community Services Department for A.K. Smiley Library Lower Level Revive, Phase 1 Project. Project No. FCS110724DC. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	1 Addendum Issued	Total Bid Amount
1	Liftech Elevator Services, Signal Hill, CA	Cover Page	Yes	Yes	$251,000.00
2	Fujitec, Torrance, CA	Yes	Yes	Yes	$314,306.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Gerard Nepomuceno; Don Craw, Zach LaBonte

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO. FCS110724DC — BID DATE: 5-Dec-2024
A.K. Smiley Public Library Lower Level Revive, Phase 1 — EST. START DATE: 2-Apr-2025

Item No.	Bid Item	Quantity	Unit	Liftech Elevator Services		Fujitec	
				Unit Price	Item Price	Unit Price	Item Price
1	Construction of Phase 1 of the A.K. Smiley Library Lower Level Revive per plans, specifications, and scope memorandum	1	LS	$251,000.00	$251,000.00	$314,306.00	$314,306.00
	Last Minute Additions/Deductions						
		Total Bid			**$251,000.00**		**$314,306.00**

City Council Meeting **K. 7.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8676 Establishing a Business License Amnesty and Compliance Program (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that the staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8676

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8676.

DISCUSSION:

Background

In December 2022, the Revenue Division initiated efforts to streamline the City's internal business license workflow and developed a "How to Start a Business in Redlands" guide to assist local businesses in obtaining a city business license. During this process, it became evident that many businesses lacked awareness of the City's business license requirements, with some businesses operating without the necessary license.

An audit conducted by Hinderliter De Llamas & Associates (HdL) suggests that hundreds of businesses within the City of Redlands may be operating without a business license. HDL collects data in two ways. The first is through government-owned databases, such as tax remittance filings, fictitious business names, and information filed with the Secretary of State. The second method is pulled from open-source databases on the internet, i.e., websites like Google Maps, Yelp, and Angie's List to locate businesses operating within the City. In response, the Revenue Division collaborated with affected City departments,

HdL and the Redlands Chamber of Commerce to develop an Action Plan aimed at increasing community awareness regarding business license requirements and compliance.

Proposed Amnesty and Compliance Program

The proposed Amnesty and Compliance Program seeks to create a more business-friendly environment while improving compliance with the City's business licensing requirements. The program includes the following key components:

- Amnesty Period (May 1, 2025 –October 31, 2025): During this six-month period, penalties for late business license payments will be waived for businesses that apply or renew their licenses. New or delinquent businesses with business license tax outstanding must pay the business license tax for the current year and up to the two prior years, depending on the business start date.
- Departmental Review: Businesses requiring departmental review, permits, or inspections will have up to six months from the date of their initial application to complete the business license process, and any requirements pertaining to building permits and/or inspections, in order to qualify for a penalty waiver.
- Educational Campaign: A proactive outreach initiative will be launched to inform businesses about the licensing process and tax requirements. Information will be distributed via the City's website, social media, direct mail, and the Redlands Chamber of Commerce. The information that will be distributed will be distributed and paid for by HdL.
- Additional Reminder Notices: The current practice includes multiple email and mailed notices before penalties are applied. The revised process will introduce two automated phone call reminders to further encourage compliance.
- Compliance Program: The City has not had an active business license compliance program since 2017. This program aims to help businesses achieve compliance without the burden of penalties.

Revenue Projection

HdL has successfully implemented similar business license compliance programs in 17 cities across the Riverside and San Bernardino County areas, including Corona, Fontana, Ontario, and Upland. Based on previous outcomes in these cities, HdL anticipates a similar result for the City of Redlands.

HDL projects that the implementation of the Amnesty and Compliance Program could net an estimated $725,000 in additional revenue, which equates to about 12% of the City's current business license revenue. Additionally, over the past three years, the City has collected an average of $136,579 annually in late fees. During the six-month Amnesty Program, these fees would be waived. As a result, the City expects to see a significant increase in the number of businesses applying for a business license during this period.

The proposed Amnesty and Compliance Program represents a strategic effort to enhance business compliance while supporting local businesses. By waiving penalties and improving outreach, the City aims to encourage business retention, new business development, and long-term economic growth.

ALTERNATIVES:

The City Council may choose to reject, modify or table the proposed resolution.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Whitney Mesna, Administrative Analyst
Aimee Hoover, Revenue Manager

Fiscal Impact

Fiscal Year: FY 24/25

Discussion:

The implementation of the Amnesty and Compliance Program is expected to generate a one-time increase in business license revenue over the six-month amnesty period. Based on projections from HDL, the program could result in an estimated net revenue increase of up to $725,000, which represents approximately 12% of the City's current annual business license revenue. HDL's fees for identifying non-compliant businesses and assisting with program implementation will be deducted as a percentage of the collected business license tax. These fees are one-time in nature and are structured as follows:

- New businesses opening on or after the current date will be required to pay current-year license fees only. A 14% processing fee will be deducted from the collected business license tax before the remaining amount is

remitted to the City.

- Businesses that are out of compliance, applying for a new license, or renewing an expired license will be responsible for paying prior-year license renewal fees. A one-time 40% processing fee will be deducted from the collected business license tax before remittance to the City.

Despite these fees, the net financial impact remains positive, as the program is expected to recover unpaid business license taxes that might otherwise go uncollected. Additionally, by increasing long-term compliance and awareness, the program may contribute to a more sustainable and predictable business license revenue stream beyond the amnesty period. This initiative is expected to be self-sustaining, with no additional City funds required for implementation, as HDL will cover the costs of outreach and educational materials.

Attachments

Resolution No. 8676 Business License Amnesty & Compliance

Action Plan to Implement Business License Amnesty & Compliance

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RESOLUTION NO. 8676

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A BUSINESS LICENSE AMNESTY AND COMPLIANCE PROGRAM

WHEREAS, the City of Redlands requires all businesses operating within the city, including rental property owners, independent contractors, and home-based businesses, to obtain a business license and pay the associated business license tax; and

WHEREAS, an audit conducted by Hinderliter De Llamas & Associates (HDL) has potentially identified hundreds of businesses operating in the City of Redlands without a valid business license; and

WHEREAS, the City recognizes that some businesses may be unaware of the business license requirements and seeks to support them through an educational campaign designed to provide guidance and assistance in the licensing process; and

WHEREAS, the City has inherent authority to determine how to enforce its ordinances, including its business license ordinance, as long as such enforcement is accordance with laws such as equal protection and conflict-of-interest requirements (Cal. Const., art. XI, § 7); and

WHEREAS, HDL projects that the proposed Amnesty and Compliance Program could generate an estimated $725,000 in additional revenue, which equates to 12% of the City's current business license revenue; and

WHEREAS, the Amnesty and Compliance Program aims to create a more business-friendly environment, educating and encouraging business retention and new business development, and enhance the City's long-term economic growth; and

WHEREAS, eligibility to benefit from the program is based on neutral criteria that comply with all relevant equal protection and conflict-of-interest requirements; and

WHEREAS, the program includes an educational campaign, expanded outreach efforts, and enhanced online services to facilitate compliance and streamline the business licensing process; and

WHEREAS, the City Council finds that limiting business license tax liability under the Amnesty and Compliance Program to the current year and up to two prior years, rather than three, strikes a fair balance between encouraging participation, recovering outstanding tax revenue, and reducing the financial burden on businesses.

NOW, THEREFORE, BEIT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby adopts the City of Redlands Business License Amnesty Program attached hereto and incorporated by reference herein as Exhibit "A".

ADOPTED, SIGNED AND APPROVED this 15th day of April, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of April 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

City of Redlands Business License Amnesty Program

Program Overview:
The City of Redlands will implement a 6-Month Business License Amnesty Program to promote business license compliance by waiving penalties for eligible businesses. This one-time program offers businesses the opportunity to renew outstanding licenses or obtain a business license for the first time without incurring penalty fees.

Amnesty Program Period:
The Amnesty Program will run for six months, from May 1, 2025, to October 31, 2025.

Eligibility and Program Details:

- **Penalty Waiver:** Businesses may renew an outstanding business license or obtain a first-time business license without paying any penalty fees.
- **Business License Fees**: Businesses are still responsible for paying all current business license fees and business license taxes. Only penalty fees will be waived.
- **Payment of Past Fees:** New or delinquent businesses with outstanding business license tax fees must pay the business license tax for the current year and up to the prior two years, depending on the business start date.
- **Departmental Review:** As part of the Amnesty Program, unregistered businesses that require departmental review, permits, or inspections will have up to six (6) months from the date their initial application is received to complete the business license process, and any requirements pertaining to building permits and/or inspections, in order to qualify for a penalty waiver.

Requirements:

- **Full Disclosure:** Businesses must fully disclose their operations during the amnesty period.
- **Ongoing Compliance:** Participants must adhere to city regulations and maintain a valid license beyond the amnesty period.

How to Apply:
To participate in the 6-Month Business License Amnesty Program:

- New or Unlicensed Business: Complete online or mail in the business license application

Renewals: Contact HDL at (909) 479-2111 to obtain your renewal notice.

- Submit payment using one of the available payment options with the specified Amnesty Program period.

For assistance, contact the Revenue Division at (909) 798-7557 or HDL at (909) 479-2111.

Additional Terms and Conditions:

- Amnesty Period is Final: This program is a one-time opportunity. Businesses must act within the 6-month period. After November 1, 2025, standard penalty fees will apply to any outstanding licenses as defined in Redlands Municipal Code.
- No Refunds or Credits: The amnesty program is only available to businesses with unpaid fees and/or penalties. No refunds or credits will be issued for penalty amounts paid prior to the Amnesty Program period.
- Exclusions: Zoning violations and other types of code violations are not waived in conjunction with the Business Tax Amnesty Program.
- Businesses must adhere to all city regulations and maintain a valid business license beyond the amnesty program period.

The City of Redlands is committed to supporting local businesses and ensuring a fair and equitable business environment. We encourage all unlicensed businesses to take advantage of this amnesty opportunity.

Action Plan to Implement an Amnesty & Compliance Program for the City's Business License Process

Revenue Division

Business Tax Division

April 2025

INTRODUCTION

In December of 2022, the Revenue Division began working to streamline the city's internal business license workflow and developed a guide of "How to start a business" to help local businesses obtain their city business license.

During this process, it became clear that the public had limited knowledge of the city's business license requirements. Specifically, some businesses were unaware that they needed a city business license. An audit conducted by our business license processor, Hinderliter De Llamas & Associates (HDL), revealed that hundreds of businesses are likely operating within the city without a license.

In response to this audit, and in close collaboration with affected city departments and the City of Redlands Chambers of Commerce, the Revenue Division staff developed this proposed Action Plan to improve the City's community awareness of the requirements to obtain a business license.

The goal of this Action Plan is to create a more business-friendly environment within the city. It will focus on informing and educating existing and potential new businesses about business tax requirements, encouraging new business development, and business retention making it easier to operate in the city. Additionally, the plan proposes an amnesty program which aims to waive penalties for the specified period of time.

Highlights of the Action Plan are presented below:

• The city will offer a six-month amnesty program to encourage businesses that have not paid their taxes to register their business and/or renew their license to bring their license current.

• Penalties for late payment will be **waived during the duration of the amnesty period**, and additional reminders will be sent to businesses regarding payment due dates.

• A proactive, business-friendly **educational campaign** will be launched to inform and educate existing and potential new businesses about business tax requirements.

Enhanced online options are available, allowing businesses to apply for or renew their Business Tax Certificate online, as well as update account information.

TIMELINE

Over the past 2 years, the Revenue Division has made significant improvements to its operations and public outreach efforts. Below is a summary of the current and future efforts included in this Action Plan.

Component	Timeline	Comments
Billing Notices **Increase renewal notifications by adding 2 phone blasts to our communications**	**Online Renewal Notice Notification E-mail- 11/12/2024** **E-mail Renewal Notice - 12/02/2024** **Post Mail Renewals - 12/16/2024** **Phone Call Blast - 1/10/2025** **Post Mail Reminders - 1/17/2025** **Email Reminders- 1/24/2025** **Phone Call Blast - 2/13/2025** **Delinquent Notice - 3/3/2025**	**The first renewal notice is sent at a minimum of 45 days prior to the renewal date. Additional reminders start within 30 days prior to the renewal date.**
Current Penalty Schedule **60 DAYS - 10%** **90 DAYS - 20%** **120 DAYS - 30%** **150 DAYS - 40%** **180 DAYS - 50% (maximum)**	**Waive penalty fees on any business license renewed or opened during the amnesty program timeline.**	**The waiver of penalty fees will only apply during the specified amnesty program timeline. When the amnesty program period ends, the current penalty schedule will be reinstated.**
Educational Campaign **Effort to reach out to ALL businesses operating in the City of Redlands to educate them about the city's business tax requirements**	**Sept 2024 to Current – promote our new "How to Start a Business in Redlands Guide" on the city website, social media, and the Chamber of Commerce.** **Provide printed copies of the guide to other city departments.**	**The educational campaign will include outreach to home-based, e-commerce, independent contractors, and service-oriented businesses**
Amnesty & Compliance Program Rollout **Proposed estimated timeline of implementation**	**April 2025- Present to city council (for approval)** **April 2025 – Advertisement of program** **May 2025 – Amnesty & Compliance Program Begins** **October 2025 – Amnesty Program Ends**	**Advertising will be through the Chamber of Commerce workshop with HDL, social media and the city website.**

NOTICES

Current Practice:

Currently, HDL sends up to six (6) notices to businesses for the annual renewal of their Business Tax Certificate:

• **Online Renewal Notice Notification Email:** Renewal notification sent 45 days prior to expiration of Business Tax Certificate.

• **1st Email Reminder Notice:** Renewal notice sent 30 days prior to expiration of Business Tax Certificate.

• **2nd Post Mail Reminder Notice:** Post mail renewal notice sent 15 days prior to expiration of Business Tax Certificate.

• **3rd Post Mail Reminder Notice:** (License now expired) - Post mail reminder notice sent 60 days prior to late penalties being added to Business Tax Certificate renewal.

• **4th Email Reminder Notice:** (License now expired) Email reminder notice sent 45 days prior to late penalties being added to Business Tax Certificate renewal.

• **5th Post Mail Notice:** (License now expired) Delinquency notice sent 60 days after expiration of Business Tax Certificate.

Recommended Practice:

Staff would like to propose adding two automated phone blasts to our current practices. These phone blasts will contact all delinquent businesses, prompting them to reach out to the city regarding their business license status.

• **Online Renewal Notice Notification Email:** Renewal notification sent 45 days prior to expiration of Business Tax Certificate.

• **1st Email Reminder Notice:** Renewal notice sent 30 days prior to renewal of Business Tax Certificate.

• **2nd Post Mail Reminder Notice:** Post mail renewal notice sent 15 days prior to renewal of Business Tax Certificate.

• **3rd Phone Call Reminder Notice:** (License now expired) Phone blast reminder notice sent 60 days prior to late penalties being added to Business Tax Certificate renewal.

• **4th Post Mail Notice:** (License now expired) Post mail reminder notice sent 45 days prior to late penalties being added to Business Tax Certificate renewal.

• **5th Email Reminder Notice:** (License now expired) reminder notice sent 30 days prior to late penalties being added to Business Tax Certificate renewal.

• **6th Phone Call Reminder Notice:** (License now expired) Phone blast reminder notice sent 15 days prior to late penalties being added to Business Tax Certificate renewal.

• **7th Post Mail Notice:** (License now expired) Delinquency notice sent (60 days after expiration of Business Tax Certificate.)

CITY OF REDLANDS
BUSINESS LICENSING DIVISION
c/o
HDL BUSINESS SUPPORT
8839 N CEDAR AVE #212
FRESNO, CA 93720

Your License Renewal is Due By:	01/31/2025

If you do not plan to operate or conduct business within the City of Redlands after the renewal date shown above, please provide the business' last date of operation within the City.

/ /
Date of Closure

Signature

BUSINESS LICENSE RENEWAL NOTICE

ABC SERVICE
PO BOX 1133
UPLAND, CA 91786

CITY OF REDLANDS
BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

Business Name and Location ABC SERVICE
6056 SUNSTONE AVE
ALTA LOMA, CA 91701-2734

BUSINESS LICENSE NO. 08106989

EXPIRATION DATE 12/31/2024

****Your Account is Eligible for Online Renewal****

To renew your City of Redlands business license online, please visit https://redlands.hdlgov.com and click the link labeled, "Renew a Business License." If you need to update information on your account, you can do so while completing your renewal online. You will need the Account Number and PIN, found below, to update or renew your license.

Account Number 08106989 **PIN** 690741

Any changes to your business' information (i.e., Business Name, Address, Phone, Owner Information, etc.) must be documented. Please contact the HdLBusiness Support Center to have the appropriate changes notated to your account. The HdL Business Support Center is available to assist you via telephone at: (888) 478-2111 or by email at: Redlands@hdlgov.com and BusinessLicense@cityofredlands.org.

- Instructions -

Alarm Business

Your Annual Business License Tax is $40.00

Please enter the total on Line 1 (Business License Tax) on the worksheet to the right and continue.

Please include the NPDES Fee with your payment. The NPDES fee is displayed on Line 6

If there is no amount shown in the NPDES Fee box, then this additional fee does not apply to you.

- Business License Worksheet -

Line 1	Business License Tax	$
Line 2	Penalty Due	$
Line 3	Renewal Fee	$ 33.00
Line 4	Previous Balance	$ 0.00
Line 5	L.A. Fee	$
Line 6	NPDES	$
Line 7	Police Fee	$
Line 8	State CASp Fee	$ 4.00

* TOTAL AMOUNT DUE (Add Lines 1 - 8) $

PAY THIS AMOUNT

***Make Checks Payable To: City of Redlands**

RENEWALS RECEIVED 30 DAYS AFTER THE DUE DATE WILL BE SUBJECTED TO A PENALTY OF 10% ON THE FIRST DAY OF EACH MONTH THEREAFTER, NOT TO EXCEED 50%.

I DECLARE THAT I HAVE EXAMINED THIS RETURN AND TO THE BEST OF MY KNOWLEDGE BELIEVE IT IS TRUE, CORRECT, AND COMPLETE. I UNDERSTAND THAT INTENTIONALLY PROVIDING FALSE INFORMATION MAY BE A BASIS FOR DENIAL OF A LICENSE. I CERTIFY THAT TO MY KNOWLEDGE, ALL EMPLOYEES MEET THE REQUIREMENTS OF THE IMMIGRATION AND NATURALIZATION ACT. ALL APPLICABLE CITY REQUIREMENTS MUST BE MET. THESE INCLUDE ZONING, BUILDING, FIRE, HEALTH, SIGNAGE, AND OTHER MUNICIPAL, COUNTY, AND STATE CODES. CERTAIN BUSINESSES MUST OBTAIN ADDITIONAL PERMIT APPROVALS.

Signature of Owner or Representative

Date

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of the State Architect at www.dgs.ca.gov/dsa.
The Department of Rehabilitation at www.dor.ca.gov.
The California Commission on Disability Access at www.ccda.ca.gov.

UPON RECEIPT OF THIS FORM AND PROPER PAYMENT, YOUR BUSINESS LICENSE CERTIFICATE WILL BE ISSUED TO YOU.

sample

PENALTIES AND PAYMENT COLLECTIONS

Current Practice:

Currently, the grace period for late penalties is 60 days after the expiration of the Business Tax Certificate. After the grace period, the penalties increase in five (5) stages:

- **60 days:** 10% of total Business Tax Certificate
- **90 days:** 20% of total Business Tax Certificate
- **120 days:** 30% of total Business Tax Certificate
- **150 days:** 40% of total Business Tax Certificate
- **180 days:** 50% of total Business Tax Certificate (Maximum)

Recommended Amnesty Program:

The recommendation is to launch a six-month amnesty program beginning May 1, 2025, to October 31, 2025. During this period, penalties will be waived for businesses that apply or renew before the amnesty period ends. New or delinquent businesses with outstanding business license tax fees must pay the business license tax for the current year and up to the prior two years, depending on the business start date.

Outreach for the amnesty program will include announcements on the city website, social media campaigns, and direct mail to identified unlicensed businesses. Businesses requiring departmental review, permits, or inspections will have up to six months from the date of their initial application to complete the business license process, and any requirements pertaining to building permits and/or inspections, in order to qualify for a penalty waiver.

Additionally, the Revenue Division liaisons will be available to assist new businesses in completing the business tax process.

Recommended Compliance Program:

The City of Redlands has not had an active business license compliance program since 2018. The Business Compliance Program is designed to help businesses that have either fallen behind in their payments or were unaware they needed a business license. Compliance, which refers to adhering to established laws, regulations, and guidelines, is essential for maintaining fair business practices within the city. The amnesty period will allow businesses the opportunity to comply without worrying about the additional cost of penalties accumulated due to non-compliance.

The City of Redlands requires all businesses operating within the city, including property owners, independent contractors, and home-based businesses, to obtain a business license and pay the associated business license tax.

EDUCATIONAL CAMPAIGN

Campaign Information:

The educational campaign is to encourage businesses to obtain or renew their business license to become current. The campaign will include information on how to obtain a Business Tax Certificate, how to bring their business license into compliance, and how to update their business information. This information will be advertised on social media, the City's website, and through the Chamber of Commerce.

Target Audience:

The educational campaign will be designed to reach out to all businesses operating within the City of Redlands. In addition to traditional "store front" locations, the campaign's goal will also include outreach to home-based, e-commerce, service-oriented businesses and independent contractors.

City Council Meeting **K. 8.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a non-competitive Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project for an amount not-to-exceed $694,473 and an additional appropriation of $444,473 and determination that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval a Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that City Council approve an additional appropriation of $444,473 from the Wastewater Fund and approve a non-competitive Professional Services Agreement with Parsons Water & Infrastructure, Inc. for an amount not-to-exceed $694,473.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California

Environmental Quality Act. Staff further recommends City Council approval of a $444,473 additional appropriation from the Wastewater Fund and approval of a non-competitive Professional Services Agreement with Parsons Water & Infrastructure, Inc. for an amount not-to-exceed $694,473.

DISCUSSION:

The City of Redlands has owned and operated a Wastewater Treatment Plant (WWTP) since 1962. The WWTP was expanded and upgraded in 1972, 1988, and 2004. These improvements were prompted by regulatory requirements and population growth. In 2004, a membrane bioreactor (MBR) filtration and disinfection process was installed to increase total treatment capacity to 9.5 million gallons a day (MGD). The MBR treatment process is capable of treating 6.0 MGD of wastewater to Title 22 recycled water standards, and operates in parallel with a 3.5 MGD conventional treatment process. Recycled water is used by Southern California Edison's Mountainview Power Plant as cooling tower water and landscape irrigation water, and by commercial customers located north of I-10 and west of I-210 as landscape irrigation water. The conventional treatment process discharges treated effluent to City-owned infiltration basins to recharge the groundwater basin.

In March 2019, City Council approved a Professional Services Agreement with Parsons Water & Infrastructure, Inc. (Parsons) for the WWTP Improvement Phase 2 Project (Project). In anticipation of approval of a $45,000,000 CWSRF loan to construct this Project, additional support services are required by Parsons, the Project Engineer of Record. MUED staff and Parsons developed a scope of services for construction plan consolidation and bid support services and negotiated a service fee not-to-exceed $694,473. Staff recommends City Council approval of a Professional Services Agreement with Parsons for this amount.

Approval of the agreement is exempt from environmental review pursuant to section 15061(b)(3) of the state’s guidelines implementing the California Environmental Quality Act because the activities will not result in a direct or reasonably foreseeable indirect physical change to the environment.

ALTERNATIVES:

Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Priority B: Strategic Objective 1. Complete Wastewater Treatment Plant Phase 2 Project Construction.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manaer

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	Yes
Amount:	$444,473
Budgeted Y/N:	Yes
Account No.:	521910-8501

Discussion:

The FY 24/25 MUED budget includes $250,000, and FY 25/26 MUED budget includes $500,000 ($750,000 total) for this service. The Project scope of work extends through the end of FY 25/26 and requires a $444,473 additional appropriation from the Wastewater Fund (521) to complete all tasks. In order to issue a purchase order for the total engineering service cost in FY 24/25, the total service fee must be appropriated in the current FY.

Attachments

Parsons Water and Infrastructure
Sole Source Form
Additional Appropriation Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of final engineering for bid package preparation and bidding support services for the Wastewater Treatment Plant Upgrade Project Phase 2 ("Agreement") is made and entered in this 15th day of April, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Parsons Water & Infrastructure Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide final engineering for bid package preparation and bidding support services for the Wastewater Treatment Plant Upgrade Project Phase 2 services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall complete the Services by June 30, 2026, unless the Services are terminated earlier as provided for herein.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of six hundred ninety-four thousand four hundred seventy-three dollars ($694,473). City shall pay Consultant in accordance with Exhibit "B," titled "Fee Proposal" which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Satish Kamath, Vice President
City of Redlands	Parsons Water & Infrastructure Inc.
35 Cajon Street	100 W. Walnut Street
P.O. Box 3005 (mailing)	Pasadena, CA 91124
Redlands, CA 92373	Satish.kamath@parsons.com
jdonaldson@cityofredlands.org	Phone: (626) 440-3355
Phone: (909) 798-7531	Fax: (626) 440-2630

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by

the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to

perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

PARSONS WATER & INFRASTRUCTURE INC.

By: _____
Satish Kamath, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Scope of Services

TASK 1: ENGINEERING SERVICES DURING PRE-BID PHASE

Upon agreement with the City on the defined scope of work, Consultant will deliver a revised set of contract documents, including drawings and specifications reflecting the Base Bid and Alternate Bids, within 90 days of the Notice to Proceed (NTP).

Consultant will provide contract documents delineating the Base Bid and Alternate Bids to facilitate phased implementation and allow for integration with future project phases. Consultant has allocated 24 hours for engineering meetings with the City during the Pre-Bid phase to discuss key design updates, resolve potential issues, and ensure alignment before bidding. If the City identifies necessary additional modifications during the bid phase, a structured approach will be established:

- The City will provide written clarifications or corrections as part of the addenda issued during bidding.
- Consultant will incorporate these changes within the agreed scope as indicated in Exhibit A and do not require a major redesign. Any modifications beyond the agreed scope will require a contract amendment and additional engineering effort.

This approach provides a pathway to address bidder-identified concerns efficiently, minimizing disruptions to the Bid phase.

1.1 UPDATE CONTRACT DOCUMENTS

It is understood that the City will be responsible for updating the front-end documents, including the Notice Inviting Bids (NIB), Invitation for Bids (IFB), Bid Proposal, General Conditions (GC), and Special General Conditions (SGC). Consultant will provide the following:

- Base Bid
    - Encompasses essential design modifications and upgrades required for immediate project implementation, as detailed in Exhibit A: Scope of Work.
    - Additionally, In the Base Bid, the anoxic zone mixers will be redesigned because the previous mixer design is no longer applicable. This is due to the decision to retain the existing WAS/RAS pump station, which occupies the space initially allocated for the mixers. As a result, the mixers will be redesigned to remain in their current location and will be configured as either floating mixers or submersible mixers to accommodate the space constraints.
    - Update the Bid Schedule and Construction Sequence.
- Alternate Bids
    - All non-Base Bid items listed in Exhibit A, except for the exclusions specified in the Exhibits.

To effectively manage the scope of electrical gears and MCCs powering both Base Bid and Alternate Bid items, our approach is to install the entire electrical infrastructure under the Base Bid, ensuring it is fully operational for Base Bid equipment while strategically planning for future expansions. This includes providing space, mounting provisions, and blank covers for breakers and starters related to Alternate Bid components. Conduits and wireways will be sized to accommodate both phases, but wires and terminations will only be completed for Base Bid equipment, with pull strings left in place for future wiring. For I&C/SCADA systems, the Contractor will install and program the central control panels and network infrastructure to support both Base and Alternate Bid systems, activating only the necessary I/O points for the Base Bid scope. This approach minimizes future disruption, reduces rework costs, and ensures an effective integration of Alternate Bid equipment if and when it is approved.

DELIVERABLES

- One Bid Package with Plans and Specifications identifying both Base Bid and Alternate Bids
    - PDF and CADD files containing updated design drawings with clear identification of Base Bid.
    - PDF and Word files of the updated specifications, containing the updated Bid Schedule with clear identification of multiple Alternate Bids options, facilitating flexibility and strategic planning.

For estimating the LOE, the following assumptions apply:

- Base Bid:
    - Up to 80 design sheets across multiple disciplines will require major revisions, with an estimated effort of 20 hours per sheet. Minor revisions will be needed for up to 100 design sheets, requiring approximately 4 hours per sheet. This effort includes 24 hours allocated for engineering meetings with the City to review and finalize design modifications.
    - Specifications: Five specification sections, including Section 13370 Appendix A Plant PLC I&O List, Section 13385 Control Strategies, anoxic zone mixers, Bid Schedule, and Construction Sequences, will require significant modifications, with an estimated 24 hours of effort per section.
- Alternate Bids:
    - Only the bid schedule will be updated to facilitate Alternate Bids. No drawings or specifications will be specifically modified for the Alternate Bids per the meeting with City on February 19, 2025.

TASK 2: ENGINEERING SERVICES DURING BID PHASE

2.1: RESPOND TO CONTRACTOR RFIS DURING THE BID PHASE

Consultant's team will respond to requests for information (RFIs) and questions from prospective bidders during the Bid phase.

- Base Bid: For purpose of estimating the LOE a total of up to 50 RFIs @ 3 hours each are assumed.
- Alternate Bids: Addressed under the Base Bid.

2.2: PREPARE ADDENDUMS

Based on the type of RFIs it is anticipated that clarification will be provided in the form of addendums including addendum, drawings, and specifications. For the purpose of estimating the LOE:

- Base Bid: Up to 2 addendums @120 hours each are assumed.
- Alternate Bids: Up to 2 addendums 120 hours each are assumed.

A single contract award will be issued for both the Base Bid and Alternate Bids, based on the bid evaluation results.

TASK 3: CONFORMED CONTRACT DOCUMENTS

3.1 PREPARE CONFORMED CONTRACT DOCUMENTS

Consultant will prepare a set of conformed Contract Documents by incorporating changes/modifications from the addendums issued during the Bid phase into the Conformed Contract Documents.

For the purpose of estimating the LOE the following is assumed:

- Base Bid: An estimated 400 drawings and 130 specifications will be reviewed, with an average of 0.5 hours allocated per drawing and specification.

- Alternate Bids: An additional 300 drawings and 40 specifications beyond the Base Bid will be reviewed, with an average of 0.5 hours allocated per drawing and specification.

Deliverables: Plans and Specifications in pdf format.

TASK 4: PROJECT MANAGEMENT, COMMUNICATIONS AND MEETINGS

The Project Management task will continue throughout the duration of the Bid and Award phase and is expected to last for a total of 6-month period (3 Months Pre-Bid, 3 months Bid and Award. Specific sub-tasks will include:

4.1 PROJECT OVERSIGHT AND COORDINATION

Consultant will provide project oversight and coordination to ensure the successful execution of engineering services during the Pre-Bid and Bid phases. This effort will include maintaining clear communication with the City, tracking project progress, and managing scope and budget.

- Base Bid: 36-month project duration, including 6 months for the Pre-Bid and Bid period, 24 months for the construction period, and 4 months for project closeout.
- Alternate Bids: An additional 24 months of construction period beyond the Base Bid scope.

No formal Project Management Plan (PMP) is required for this scope.

4.2 MONTHLY PROGRESS REPORTING AND INVOICING

Consultant will prepare and submit monthly progress reports summarizing the status of engineering services, key activities completed, outstanding tasks, and any risks or challenges. Additionally, Consultant will prepare and submit monthly invoices in accordance with the agreed-upon contract terms. They will include the following:

- Percent complete/budget status summary
- Summary of work completed by task
- Scope status and list of out-of-scope items

4.3 MONTHLY PROGRESS MEETINGS

Consultant will participate in monthly progress meetings with City staff and stakeholders to discuss project updates, address concerns, and ensure alignment on Pre-Bid and Bid phase activities. These meetings will provide a platform for coordination and decision-making.

4.4. AS-NEEDED MEETINGS

Consultant will attend additional meetings as needed to address specific project issues, provide technical support, and ensure that all aspects of the Bid process proceed smoothly. These meetings may include discussions on RFI responses, addendum preparation, and coordination with the City's team. Estimated Level of Effort (LOE): 48 hours.

EXHIBIT "B"
Fee Proposal

TASK		DESCRIPTION	Total Hours	Labor	ODCs	Total
					2%	
Task 1		ENGINEERING SERVICES DURING PRE-BID PHASE				
	1.1	Construction Drawings	1978	$359,360	$7,187	$366,547
	1.2	Specification Updates	120	$22,920	$458	$23,378
	1.3	Engineering Meetings	24	$5,828	$117	$5,945
		Subtotal Task 1	2122	$388,108	$7,762	$395,870
Task 2		ENGINEERING SERVICES DURING BID PHASE				
	2.1	Respond to Contractor RFIs During the Bid Phase	150	$38,060	$761	$38,821
	2.2	Prepare Addendums, 12 @120hrs	480	$98,400	$1,968	$100,368
	2.4	Attend Bid Opening	0	$0	$0	$0
	2.5	Evaluation of Bids and Recommendation of Award	0	$0	$0	$0
		Subtotal Task 2	630	$136,460	$2,729	$139,189
Task 3		CONFORMED CONTRACT DOCUMENTS				
	3.1	Base Bid Conformed Contract Documents	400	$78,980	$1,580	$80,560
		Subtotal Task 3	400	$78,980	$1,580	$80,560
Task 4 Project Management During Pre-bid & Bid Phases						
	4.1	Project Planning & Coordination	160	$35,680	$714	$36,394
	4.2	Monthly Progress Reporting and Invoicing	40	$9,088	$182	$9,270
	4.3	Monthly Progress Meetings	72	$19,524	$391	$19,915
	4.4	As-Needed Meetings	48	$13,016	$260	$13,276
		Subtotal Task 2	320	$77,308	$1,546	$78,854
Engineering Service During the Pre-Bid & Bid Phases TO			3,472	680,856	$13,617	$694,473

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

PARSONS WATER & INFRASTRUCTURE INC.

By:_____ Date: _____

Satish Kamath, Vice President

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 3/17/25

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ 694,473

Proposed Vendor: Parsons Water & Infrastructure, Inc.

Request Term: FY 24/25

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Parsons has been actively involved and provided engineering services for the assessment and final design of the Wastewater Treatment Plant Upgrade Project since 2019, making them intimately familiar with the project's intricacies and scope. The final design was completed in December 2023, however, as funds become available, the bid package and bidding support is required to implement the WWTP upgrade.

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ☒ No

If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

MUED may choose an alternative consultant; however, this would result in project delays, potentially causing disruptions in the progression of critical improvements and the overall timeline and potential risk for unknown penalties that may be issued by the State Board.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Goutam Dobey Digitally signed by Goutam Dobey DN: C=US, E=gdobey@cityofredlands.org, O=City of Redlands, OU=MUED, CN=Goutam Dobey Date: 2025.03.11 16:41:33-07'00' 3/17/2025

Prepared by Date

3/18/2025

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/17/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Betterments/Improv	521910	8501	521034	$ 444,473.00
				$ $ 444,473.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ $ 0.00

JUSTIFICATION: To facilitate funding for the final engineering for bid package preparation and bidding phase support services for Phase 2 of the Wastewater Treatment Plant.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **K. 9.**

DATE: 04/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with Richard Brady & Associates, Inc. for the Engineering phase of the Sunset Reservoir Replacement Project, an additional appropriation of $1,305,910 from the Water Fund (501), and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval of a Professional Services Agreement with Richard Brady & Associates, Inc. for the Engineering phase of the Sunset Reservoir Replacement Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve a $1,305,910 Professional Services Agreement with Richard Brady & Associates, Inc. and an additional appropriation of $1,305,910 from the Water Fund (501).

RECOMMENDATION:

Staff recommends that City Council determine approval of a Professional Services Agreement with Richard Brady & Associates, Inc. for the Engineering phase of the Sunset Reservoir Replacement Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a $1,305,910 Professional Services Agreement with Richard Brady & Associates, Inc. and an additional appropriation of $1,305,910 from the Water Fund (501).

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) produces and distributes potable, non-potable, and recycled water to approximately 23,000 customers within its service area. The City produces, treats, and distributes approximately 24,000 acre-feet of water from multiple sources each year. These raw water sources include the Santa Ana River, Mill Creek, extracted groundwater, and the State Water Project. The City's potable water distribution and storage system includes two (2) surface water treatment plants, approximately 400 miles of pipelines, eighteen (18) groundwater wells, thirty-six (36) booster pump stations, and eighteen (18) storage reservoirs. Total system storage capacity, including pipelines, is approximately 54.5 million gallons (MG). Average daily water consumption is approximately twenty (20) million gallons per day (MGD) and maximum daily consumption is approximately thirty-five (35) MG during the peak use season (late August through early-September). Potable water is distributed through seven (7) pressure zones with elevations between 1,100 – 2,600 feet above sea level, and average residential per-capita daily consumption is approximately 180 gallons per capita per day (GPCD).

In 2022, Richard Brady & Associates, Inc. completed a Condition, Seismic, and Structural Assessment of critical Water Utility infrastructure. The assessment identified the replacement of Sunset Reservoir as the most urgent need. Sunset Reservoir is a 3.0 MG above-ground riveted steel potable water reservoir originally constructed in 1967. The reservoir serves the 2,340 pressure zone, does not meet current seismic resistivity standards, and is tall and slender (90' diameter/65' height). The City recently purchased twenty-two (22) acres of undeveloped land adjacent to the existing reservoir location with the goal of constructing up to two (2) replacement reservoirs on the site. The existing Sunset Reservoir will be demolished after the first new reservoir is constructed and operational.

On January 13, 2025, staff issued a Request for Proposal (RFP) from qualified Consultants for the Engineering phase of the Sunset Reservoir Replacement Project. On February 10, 2025, staff received proposals from the following five (5) firms:

1. Albert A. Webb Associates, Riverside, CA
2. Richard Brady & Associates, Inc. (Brady), a WHB Company, San Diego, CA
3. Carollo Engineers, Inc., Riverside, CA
4. FEI Associates Consulting Engineers, Chino, CA
5. N2W Engineering, Inc., Irvine, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, a selection committee reviewed the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. The selection committee conducted

in-person interviews with the four (4) highest-ranked firms in early March 2025. Richard Brady & Associates, Inc. (Brady) was selected as the most qualified consultant to perform the tasks listed in the RFP. Staff negotiated a reasonable consultant fee of $1,305,910 with Brady and recommends City Council approval of a Professional Services Agreement for that amount.

The Project is included in the City's six-year Capital Improvement Program, and the Construction Phase is scheduled for FY 27/28 - FY 28/29. In anticipation of lengthy regulatory agency review and permitting processes, MUED recommends initiating the Engineering Phase now. This work was not anticipated to occur during the current bi-annual budget period and the expense is not included in the approved budget. Therefore, an additional appropriation of $1,305,910 from the Water Fund (501) is necessary to fund this project.

Approval of a Professional Services Agreement with Brady is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act as there is no possibility that this action will significantly impact the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manaer

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	$1,305,910
Budgeted Y/N:	No
Account No.:	501910

Discussion:

This project requires an additional appropriation of $1,305,910 from the Water Fund (501) since the expense is not included in the current FY budget. There is sufficient cash in the Water Fund to support this expenditure.

Attachments

A. Richard Brady & Assoc. PSA

Additional Appropriation Form_Sunset Reservoir

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of engineering design services for the Sunset Reservoir Project ("Agreement") is made and entered in this 15th day of April, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Richard Brady & Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide engineering design services for the Sunset Reservoir Project for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule" which is attached hereto and incorporated herein by reference.

4.2 Consultant shall complete the Services by December 31, 2026, unless the Services are terminated earlier as provided for herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one million three hundred five thousand nine hundred ten dollars ($1,305,910). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Proposal") which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Karl Kuebitz, Vice President
Richard Brady & Associates, Inc.
10089 Willow Creek Rd. Suite 375
San Diego, CA 92131
Email: kkuebitz@rbrady.net
Phone: (619) 733-1811

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing

such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income,

interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained

herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS	RICHARD BRADY & ASSOCIATES, INC
By: _____	By: _____
Mario Saucedo, Mayor	Karl Kuebitz, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Scope of Services

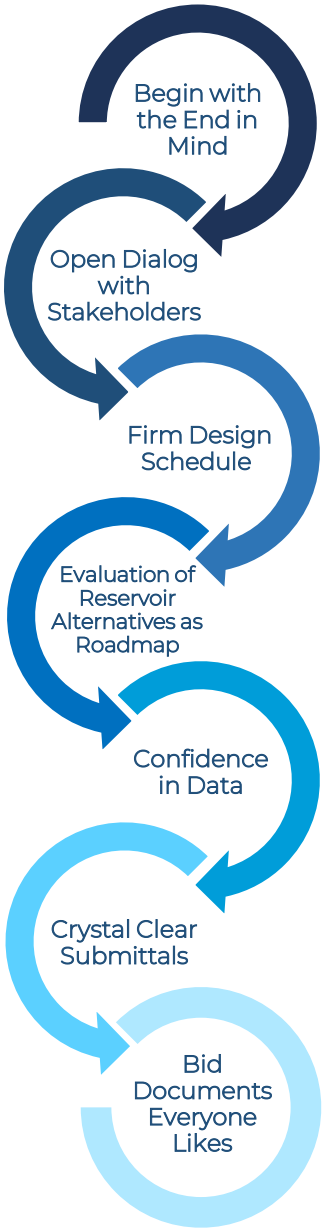
Consultant's design team will perform the following tasks as part of this project. Consultant will review and evaluate all existing relevant documentation to ensure a thorough understanding of the project's requirements. Dedicated Project Manager, Karl Kuebitz, will act as a single point of contact for the duration of the project, facilitating clear and efficient communication with the City's Project Manager and ensuring that timely and accurate information is provided on project matters. Additionally, Consultant will maintain open communication channels with all stakeholders to ensure the project progresses smoothly and meets expectations.

Consultant will deliver high-quality reports, drawings, specifications, cost estimates, applications, exhibits, and professional presentations necessary for project approvals in accordance with applicable state regulations, accepted industry best practices, and the most current edition of the City of Redlands "*Standard Specifications and Detailed Drawings for Design and Construction of Public Improvements"* document.

Task 1 – Project Management/Initiation

Consultant will follow a "Waterfall" project management methodology and will follow a linear, sequential progression. A Gantt chart schedule for the design project which outlines each step of the project development is contained in an appendix to this proposal. Throughout this process, effective communication and leadership will guide each phase of the waterfall until we reach a final bid-ready package all stakeholders are proud of.

An effective project begins with a clear vision. In this case it is a well-specified suitable-for-construction New Sunset Reservoir bid package and accurate cost estimate. The refinement process begins by understanding the hydraulic demands of this pressure zone and sizing the new reservoir accordingly to handle maximum day demands plus potential fire flows. Replacing this reservoir facility will involve City, Agency, utility, and community involvement. The new facility will meet the present and future hydraulic needs and will be easy to maintain by Operations and Maintenance.



The Capacity and Hydraulic Tech Memos will become the roadmap for the Project. It will distill the input of the stakeholders to a guidebook to streamline Final Engineering design for the new Sunset Reservoir.

Every aspect of this project will be authored, designed, and reviewed by an industry expert. Designers and Subconsultants in each discipline will roll up to the Project Manager, Karl Kuebitz, who will oversee and guide this multidisciplinary design effort to ensure all tasks are completed on schedule and within budget.

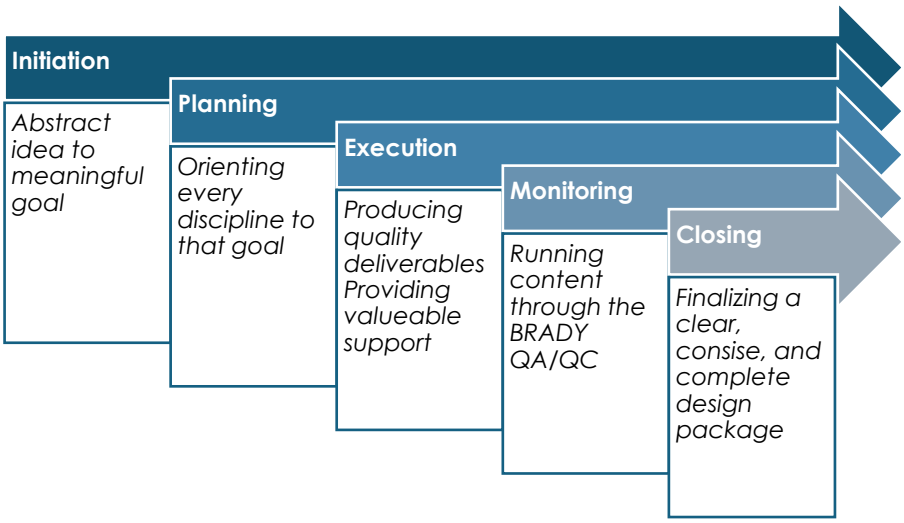
As part of project management, Consultant will prepare monthly status reports, summarizing budget and schedule updates, identifying potential issues early, and collaborating with City staff to address them proactively. These reports will be concise and limited to a single page whenever possible. Consultant prides itself on razor-sharp drawings, calculations that are easy to follow, and specifications that are efficient and constructable. We will respond to City comments and integrate them into the developing package after each submittal.

The end-goal, as stated above, is to have a set of suitable-for-construction documents which will deliver the expected project and are contractor-friendly. Karl spent 18 years as a contractor specializing in the construction of concrete tanks before joining Consultant. He will study the bid-ready package and ensure that it is realistic and constructable.

Consultant's project team will actively engage with City staff and stakeholders by attending the initial project kick-off meeting, monthly virtual progress meetings throughout the duration of the project, an in-person alternatives analysis meeting, in-person design review meetings, and any additional necessary meetings to ensure project alignment. For all meetings, we will prepare and distribute draft agendas prior to the meeting to provide a clear and efficient meeting framework. During these meetings, Consultant will provide updates on the project scope, schedule, and budget.

Consultant will also handle meeting documentation with diligence. For every meeting, we will prepare and distribute draft meeting notes, which summarize key discussion and decisions related to the project within seven calendar days, allowing for attendee feedback. After incorporating comments, we will finalize and share the notes with all attendees. This thorough documentation process ensures transparency and clear communication throughout the project lifecycle.

The Kick-off Meeting will memorialize the project goals and objectives, outline project and management approach, define roles and responsibilities, confirm scope and schedule, and set up a system for accountability. An important component of the Kick-off will be to define Consultant's Quality Assurance and Control Program. Consultant has a proven Quality Assurance and Quality Control (QA/QC) program that relies on regular input from senior-level engineers and communication throughout the Project. A copy of our QA/QC Program is included in the appendix. This results in efficient delivery of quality products. Our formal QA/QC Program was developed on the principal of "Error Prevention" as opposed to "Error Catching."

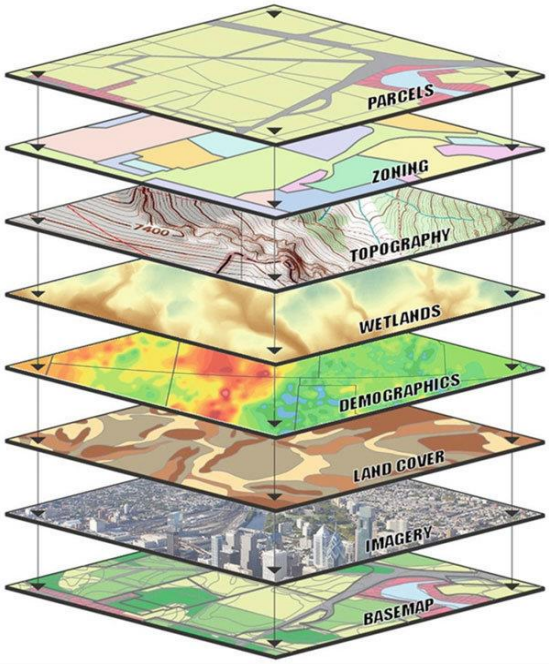


For this project, John Christopher, PE, will serve as QA/QC manager. Mr. Christopher's extensive experience as a Program Manager and Design Manager for significant water and wastewater project make him extremely qualified for this role. We do not expect the City to serve as "plan checkers" for our work products. Our entire QA/QC program, culture, and philosophy has been established to make sure project documents are prepared accurately.

<u>Deliverables:</u> Kick-off Meeting with minutes, Meeting Agendas & Minutes, Monthly Billings and Status Reports, Updated Project Schedules and Budget, and Decision Logs.

Task 2 – Resource Documents and Data Review

Consultant will thoroughly review all available record documents and documents pertaining to the project, including but not limited to record drawings, shop drawings, geotechnical reports, past investigation reports, repair or improvement plans, jet-tracing of any utilities with uncertain locations, and existing GIS shapefile data on City utilities. Consultant will also coordinate and conduct interviews with City engineering and operations staff to ensure a clear understanding of the existing distribution system and design goals for the new Sunset Reservoir.



Once record documents are reviewed, Consultant's multidiscipline design team will conduct a detailed field investigation to verify the existing site conditions related to civil, structural, mechanical, electrical, and instrumentation disciplines. Consultant will work closely with City operations staff to confirm existing site conditions and utilities when necessary.

<u>Deliverables:</u> Document Log

PHASE 1 – ALTERNATIVES EVALUATION

Task 3 – Evaluation of Reservoir Alternatives

Consultant will evaluate the overall project feasibility regarding the development of a new Sunset Reservoir site. This evaluation includes:

Reservoir Types Evaluation

Consultant will evaluate various reservoir types and materials to determine the most viable solution for the City. Reservoir types shall include standpipes, water towers, circular reservoirs, rectangular reservoirs, and reservoirs of above-ground and below-ground construction. Reservoir materials shall include AWWA D100 | *Welded Carbon Steel Tanks*, AWWA D110 |*Wire and Strand-Wound, Circular, Prestressed Concrete Tanks*, and AWWA D115 | *Tendon-Prestressed Concrete Tanks*. The Design Team will also look at reinforced concrete per ACI 350 | *Code Requirements for Environmental Engineering Concrete Structures*.

Consultant's team has significant experience with all of these reservoir types and will be able to clearly and concisely present the pros/cons of each type and material. This evaluation will include but is not limited to overall structure durability, earthquake resilience, operations & maintenance, and life-cycle costs. The Design Team will work closely with the City to determine the most suitable solution to maximize onsite storage, maintain existing distribution system operations, and provide a safe, reliable, and cost-effective water storage solution for this pressure zone.

Hydraulics Evaluation

Consultant has teamed up with Mission Consulting to assist with the hydraulic modeling and evaluation scope for this project. This hydraulic evaluation will analyze the potential implications of constructing the proposed large reservoirs adjacent to the existing Sunset Reservoir within the 2340-PZ. Although hydraulically placing a large volume of water at the top of a water distribution system poses potential issues, such as water quality concerns, varied operational flexibility, special pumping considerations, pipe up-sizing, and specialty valve usage; there can also be system-wide operational benefits. These benefits include:

Improved System Reliability – Higher elevation storage ensures consistent water supply and pressure, even during power outages or pump failures, reducing service disruptions.

Enhanced Pressure Stability – Gravity-fed water storage helps maintain stable system pressure, reducing the strain on pumps and minimizing pressure fluctuations that could cause leaks or pipe failures.

Emergency Preparedness – Extra storage provides a critical reserve during firefighting, droughts, or emergency situations, ensuring sufficient water availability when demand spikes unexpectedly.

Energy Efficiency – By reducing reliance on continuous pumping, excess storage at high elevations allows for more efficient pump operation, enabling off-peak pumping to fill reservoirs when electricity costs are lower

Peak Demand Management – Stored water can help meet high-demand periods, such as mornings and evenings, without overburdening pumps or requiring immediate production increases.

Extended Equipment Life – Reduced dependence on pumps for immediate supply leads to less wear and tear, extending the lifespan of pumps, motors, and other system components.

One of the most critical issues with constructing the new Sunset Reservoirs on the adjacent parcel will be the potential need to lower the overall high-water-level and low-water-level of these reservoir with respect to the existing Sunset Reservoir, as discussed in the Approach section of this proposal. Adjusting these elevations may create certain hydraulic limitations for the reservoir and the 2340-PZ that it feeds. Areas that are currently served by the existing reservoir may be too high to receive adequate service, which could require additional system modifications, such as a hydropneumatic pump station/tank. These areas will also be evaluated to determine if zone boundary shifts would be appropriate, or if adjustments to PRV settings would be beneficial. The goal is the availability of water to the City's customers.

The City's entire distribution system will be evaluated to verify the necessary volume and aspect ratio of the proposed Sunset Reservoirs. As existing reservoirs are decommissioned or reduced in size to account for seismic stability, the ability to move water throughout the system becomes even more critical. Modeling scenarios will be dedicated to finding the right balance of storage options that will best serve the City and its customers.

Water Quality Evaluation

Consultant will evaluate and identify potential implications related to the new Sunset Reservoir's impact on system water quality. Water quality within a distribution system's reservoir is critical to ensure safe and reliable drinking water for customers. Several key concerns must be monitored and managed to prevent contamination and maintain compliance with regulatory standards. Some of these key concerns that may affect reservoirs are:

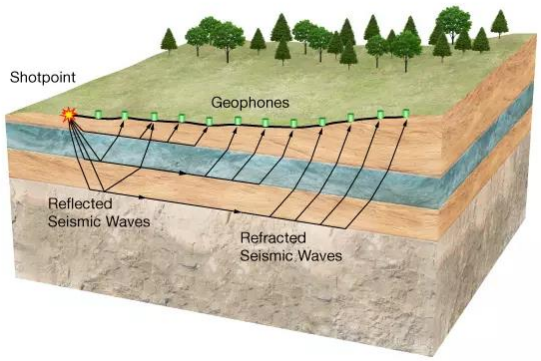
Water Quality Considerations for Large Reservoirs

- Disinfection Residual Loss
- Microbial Contamination
- Stratification and Thermal Inversions
- Sediment Accumulation
- Taste and Odor Issues
- pH and Corrosion Control
- Contamination from External Sources

There are many options and products to control which the Design Team will consider to manage water quality for the New Sunset Reservoir. At this time, we expect one analyzer and injector on the inlet/outlet pipes, one analyzer on the reservoir wall, and a combination mixer/injector at the center of the reservoir. Consultant will work closely with our hydraulic modeling subconsultant and the City's operators to identify any potential water quality issues and implement preventative control strategies, which will ultimately provide a safe, reliable, and easy to maintain water storage solution for the City.

Foundations Evaluation

Consultant has teamed up with Group Delta to assist with the geotechnical scope for this project. For this Foundations Evaluation it is understood that the final layout and elevation of the new reservoirs is contingent on the outcome of the Hydraulics Evaluation. It is possible that several feet of grade change at the site may be required to meet the hydraulic needs of the system and to create a large enough level pad to construct the new reservoirs. Foundation design recommendations will depend on the final elevation selected and whether or not fill is needed at the site to achieve the desired elevations.



During this evaluation, Group Delta proposes to have a specialist surface geophysics subconsultant undertake seismic refraction survey lines at three to five locations in the area of the new reservoir pad and the edges of the existing slopes near the pad. This data will help to interpret the physical variability of the subsurface soils and provide information on the soil stiffness across the site, which can be used in settlement analyses. This subconsultant will also undertake multi-channel analysis of surface wave (MASW) surveys to collect the seismic velocities that will be needed to develop the Site Classification for seismic design in Phase 2.

Group Delta will undertake preliminary geotechnical interpretations and analyses that utilize their existing geotechnical boring and laboratory data obtained across the street for the temporary tank site along with the surface geophysics survey data to evaluate site grading and tank foundation alternatives. In particular, Group Delta will work with Consultant to evaluate the overall stability and deformation potential of the current and the proposed slopes associated with the site grading alternatives, as well as the ability of shallow or deep foundations to meet the stringent horizontal and vertical movement tolerances for reservoirs and associated improvements. Findings and preliminary recommendations will be presented in technical memoranda.

Regulatory Constraints Evaluation

The Design Team will research and identify any regulatory constraints that may influence the new Sunset Reservoir's site development. Some of the predetermined regulatory agencies may include the City of Redlands, State Water Resources Control Board's Department of Drinking Water (SWRCB DDW), San Bernardino County Flood Control District (SBCFCD), San Bernardino County Public Works, South Coast Air Quality Management District (SCAQMD), Federal Aviation Administration (FAA), etc. Consultant will coordinate with necessary entities to ensure requirements and constraints are satisfied, which will facilitate a streamlined permitting and construction process for the new reservoir site.

Power Availability Evaluation

Actual power demands will need to be evaluated after the Hydraulic Evaluation is completed to have a better idea of what system improvements will be required for the new reservoirs site. The Design Team will verify existing power supplied to the Sunset Reservoir site by reviewing record drawings, conducting field investigations, and coordinating with Southern California Edison (SCE). If more power is required, Consultant will coordinate with SCE to request upgrades to existing power systems, as needed. Consultant will also analyze backup power needs, such as diesel generators, to ensure reliable power is available even in emergency scenarios Allowing power and control systems to operate without interruption is essential to maintain reservoir, pump station, chemical dosing systems, site security, SCADA communications, and overall distribution system operations.

Task 4 – Evaluation of Costs

Consultant will conduct a comprehensive life cycle cost analysis for the proposed reservoir alternatives, evaluating both net present value (NPV) and annual worth to determine the most cost-effective solution. This analysis will account for initial capital investment, as well as projected maintenance and operational costs over the reservoir's lifespan. By considering these long-term financial factors, Consultant will provide a clear comparison of alternatives, ensuring the City selects a financially sustainable and operationally efficient solution.

Deliverables: **Cost Analysis including Capital and Operations Costs of Shortlisted Options.**

Task 5 – Presentation of Evaluation Results and Selection

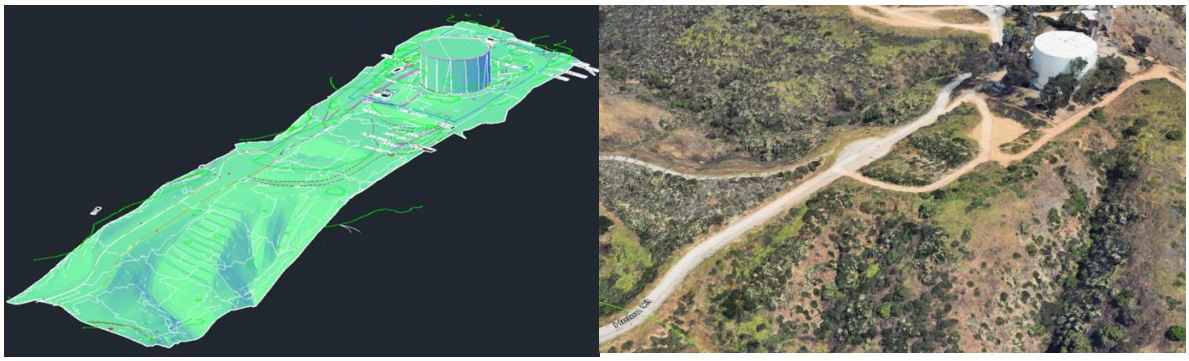
Consultant will prepare an in-person presentation for the City of Redlands Municipal Utilities and Engineering Department (MUED) staff, summarizing findings and recommendations from the previous tasks. This presentation shall include all necessary figures, photographs, tables, and information to clearly and concisely present the findings and recommendations for City staff to select a preferred construction alternative to be developed through the Final Engineering phase of the Project.

Deliverables: **Meeting Agenda, Presentation (PowerPoint), and Meeting Minutes.**

PHASE 2 – FINAL ENGINEERING

Once the Phase 1 – Alternatives Evaluation is completed and design recommendations are agreed upon with the City, the design team will proceed with Final Engineering services for the new Sunset Reservoir site and associated upgrades. These final engineering services will include surveying, potholing, geotechnical analysis, permitting, utility coordination, and construction document development, as described in the following Tasks.

Task 6 – Site Survey and Basemap Preparation



Consultant has teamed up with TKE Engineering to prepare an accurate site survey and basemap for the project extents. TKE's expertise in survey compliments Consultant's familiarity with the Sunset project site.

The survey and basemap scope includes the proposed reservoir site, access road, Helen Court, and portions of Helen Drive and East Sunset Drive. TKE will thoroughly research existing utility records and acquire copies of all available records. TKE will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the City, and drawings and/or atlas maps from all private utility companies, and/or agencies. TKE will confer and coordinate with the following agencies as well as any additional agencies listed in the Underground Service Alert. TKE will send first utility notice letters to all listed utility companies and agencies requesting their data and will maintain copies of the letters and correspondence for future reference. A complete copy of all correspondence with all utility companies will also be provided to the City for their records.

Deliverables: Record Data and Utility Information

Task 6.1 – Design Surveying

TKE will conduct a conventional design survey of the project area due to the level of detail needed for precise grading design. Their field survey crews will collect appropriate detail as required to prepare a topographic map for the entire site to establish property boundaries and easements adjoining the reservoir site.

Deliverables: Ground Topography, Utilities and Data in ASCII Format with Description Codes

Task 6.2 – Topographic Map/Survey Control Plan

TKE will prepare a topographic map for the entire site to establish property boundaries and easements adjoining the reservoir site. The topographic map shall be prepared in AutoCAD format at 1”=40’ scale and shall include 1-foot contours. The survey control plan will be provided to the City in hard copy (mylar) and digital (AutoCAD and PDF) formats.

Deliverables: **Topographic Mapping**

Task 7 – Geotechnical Investigation

Group Delta will finalize the locations of subsurface explorations once the siting and elevations of the final reservoirs’ pad is determined from the Alternatives Evaluation in Phase 1. Group Delta proposes to have a drilling subcontractor advance hollow stem auger borings along the top of the proposed reservoirs’ pad and at accessible locations along the tops of existing slopes near the edges of this pad. We also propose to have an excavation subcontractor advance shallow test pits within the existing slopes below the pad. The purpose of the subsurface exploration is to collect data to support final slope stability analyses, to develop grading needs for fill slopes, and to provide geotechnical parameters and recommendations for the design of retaining walls and foundations.

Group Delta will interpret the subsurface exploration data and conduct analyses to prepare a geotechnical investigation report that will summarize geologic and seismic hazards at the site, provide design recommendations, and discuss constructability considerations.

Deliverables: **Comprehensive Geotechnical Investigation Report**

Task 8 – Final Engineering

Consultant will conduct the final engineering design for the preferred alternative, ensuring the seamless integration of all project components necessary to bring the reservoirs into service. This will include the site civil improvements, structural design of the reservoirs, associated piping and appurtenances, control structures, electrical, instrumentation, site security, architectural finishes, along with necessary booster pump station, pressure reducing stations, and pipelines. The final architectural design will be developed in close collaboration with MUED staff to ensure aesthetic compatibility with the surrounding environment. Additionally, Consultant will incorporate remote monitoring and control capabilities for the reservoirs, enabling full integration with the City’s Supervisory Control and Data Acquisition (SCADA) system for efficient system management and integration.

To support the overall access and functionality of the project, Consultant will engineer site improvements, including grading, drainage, fencing, and access roadways for each site. Special attention will be given to stormwater detention and water quality Best Management Practices (BMPs) to ensure compliance with environmental regulations, as required. Consultant will also develop erosion control plans, detailing minimum standards that contractors must implement to protect the site from degradation. Consultant will detail necessary Stormwater Pollution Prevention Plan (SWPPP) requirements to be prepared and implemented by the Contractor to ensure that the project’s erosion control measures align with industry best practices and regulatory requirements.

Consultant will coordinate closely with Southern California Edison (SCE) to design the necessary power utilities for the reservoirs, booster pump station, and control systems, as required. Additionally, Consultant will collaborate with other utility providers, including gas, power, communications, storm drain, sewer, and water, to identify and address potential conflicts between existing infrastructure and the proposed improvements. While utility owners will be responsible for designing and executing any necessary relocations, Consultant will ensure that all required adjustments are incorporated into the final engineering plans to facilitate a smooth construction process.

By delivering a comprehensive, structurally sound, and fully integrated engineering design, Consultant will ensure that the reservoirs and associated infrastructure are efficient, resilient, and seamlessly connected to the City's existing water distribution and utility networks.

Deliverables: **30% Design Drawings, Specs TOC, ROM Estimate, In-person Workshop**
60% Design Drawings, Specs, and Estimate, In-person Workshop
90% Design Drawings, Calculation, Specs, Estimate, In-person Workshop

Task 9 – Construction Documents

Consultant will develop suitable-for-construction engineering drawings for the new Sunset Reservoirs and their associated improvements, ensuring a comprehensive and constructable design package that meets the City's requirements.

Deliverables: **Suitable for Construction Drawings and Specifications.**

EXHIBIT "B"
Project Schedule

Task Name	Start	Finish
Sunset Reservoir Replacement	**Wed 4/16/25**	**Fri 1/1/27**
Notice to Proceed	Wed 4/16/25	Tue 4/22/25
Kick-off Meeting	Wed 5/14/25	Wed 5/14/25
Task 1 - Project Management	**Wed 4/16/25**	**Tue 11/17/26**
Project Management	Wed 4/16/25	Tue 11/17/26
Task 2 - Resource Documents and Data Review	**Thu 5/15/25**	**Wed 7/23/25**
Request Available Record Documents	Thu 5/15/25	Wed 6/25/25
Review Available Record Documents	Thu 6/26/25	Wed 7/16/25
Conduct Interviews with City Staff	Thu 7/17/25	Wed 7/23/25
PHASE 1 - ALTERNATIVES EVALUATION	**Thu 7/24/25**	**Thu 1/15/26**
Task 3 - Evaluation of Reservoir Alternatives	**Thu 7/24/25**	**Wed 11/26/25**
Reservoir Type Evaluation	Thu 10/16/25	Wed 10/29/25
Hydraulics Evaluation	Thu 7/24/25	Wed 11/26/25
Water Quality Evaluation	Thu 10/16/25	Wed 11/26/25
Foundations Evaluation	Thu 10/30/25	Wed 11/26/25
Regulatory Constraints Evaluation	Thu 7/24/25	Wed 9/24/25
Power Availability Evaluation	Thu 7/24/25	Wed 9/3/25
Task 4 - Evaluation of Costs	**Thu 11/27/25**	**Wed 12/17/25**
Costs Evaluation	Thu 11/27/25	Wed 12/17/25
Task 5 - Presentation of Evaluation Results and Selection	**Thu 12/18/25**	**Thu 1/15/26**
Prepare Evaluation Results and Selection Presentation	Thu 12/18/25	Wed 1/14/26
Evaluation Results and Selection Presentation	Thu 1/15/26	Thu 1/15/26
PHASE 2 - FINAL ENGINEERING	**Fri 1/16/26**	**Fri 1/1/27**
Task 6 - Site Survey and Basemap Preparation	**Fri 1/16/26**	**Thu 4/9/26**
Existing Utility Data Request	Fri 1/16/26	Thu 2/26/26
Utility Locating (811)	Fri 2/27/26	Thu 3/12/26
Site Survey	Fri 3/13/26	Thu 4/9/26
Utility Potholing	Fri 3/27/26	Thu 4/9/26
Submit AutoCAD Basemap	Thu 4/9/26	Thu 4/9/26
Task 7 - Geotechnical Investigation	**Fri 1/16/26**	**Thu 4/9/26**
Perform Geotechnical Borings	Fri 1/16/26	Thu 2/5/26
Perform Laboratory Analyses	Fri 1/16/26	Thu 2/5/26
Perform Slope-Stability Study	Fri 2/6/26	Thu 2/26/26
Prepare Geotechnical Report	Fri 2/27/26	Thu 4/9/26
Submit Geotechnical Report	Thu 4/9/26	Thu 4/9/26
Task 8/9 - Final Engineering & Construction Documents	**Fri 4/10/26**	**Fri 1/1/27**
30% Design	**Fri 4/10/26**	**Fri 7/24/26**
30% Design Development	Fri 4/10/26	Thu 7/2/26

30% Design Submittal	Thu 7/2/26	Thu 7/2/26
City Review 30% Design	Fri 7/3/26	Thu 7/23/26
30% Design Review Meeting	Fri 7/24/26	Fri 7/24/26
90% Design	**Mon 7/27/26**	**Mon 11/9/26**
90% Design Development	Mon 7/27/26	Fri 10/16/26
90% Design Submittal	Fri 10/16/26	Fri 10/16/26
City Review 90% Design	Mon 10/19/26	Fri 11/6/26
90% Design Review Meeting	Mon 11/9/26	Mon 11/9/26
Final Design	**Tue 11/10/26**	**Fri 1/1/27**
Final Design Development	Tue 11/10/26	Mon 12/7/26
Final Design Submittal	Mon 12/7/26	Mon 12/7/26
City Review Final Design	Tue 12/8/26	Wed 12/16/26
Final Design Review Meeting	Thu 12/17/26	Thu 12/17/26
Finalize Design	Fri 12/18/26	Thu 12/31/26
Submit Final Design	Thu 12/31/26	Thu 12/31/26

EXHIBIT "C"

Fee Proposal

	Task 1- Project Managemnet /Initiation	$ 4,200	$ 8,362	$ 9,620	$ 1,400	$ 98,462	$ 24,761	
	Task 2 - Resource Documents and Data Review		$ 4,400			$ 36,718	$ 4,620	
	PHASE 1 - ALTERNATIVES EVALUATION							
	Task 3 - Evaluation of Reservoir Alternatives							
	Reservoir Types					$ 11,952	$ -	
	Hydraulics			$ 32,560		$ 47,177	$ 34,188	
	Water Quality					$ 23,588	$ -	
	Foundations	$ 19,250				$ 9,560	$ 20,213	
	Regulatory Constraints					$ 14,816	$ -	
	Power Availability					$ 11,128	$ -	
	Pipeline Alternatives*		$ 12,670			$ 13,252	$ 13,304	
	Task 4 - Evaluation of Costs		$ 2,460			$ 34,606	$ 2,583	
	Task 5 - Presentation of Evaluation Results and Selection		$ 2,980			$ 19,636	$ 3,129	
	PHASE 2 - FINAL ENGINEERING							
	Task 6 - Site Survey and Basemap Preparation		$ 41,760			$ 10,868	$ 43,848	
	Task 7 - Geotechnical Investigation	$ 75,250				$ 13,904	$ 79,013	
	Task 8/9 - Final Engineering/Construction Documents					$ -	$ -	
	30% Design	$ 5,000	$ 46,113		$ 7,550	$ 240,092	$ 61,597	
	90% Design		$ 23,643		$ 3,500	$ 186,761	$ 28,501	
	Final Design		$ 13,083		$ 1,350	$ 124,354	$ 15,155	
	Bid Set		$ 5,320		$ 1,350	$ 52,143	$ 7,004	
	DESIGN SUBTOTAL						**Design Subtotal**	**$ 1,286,930**
						$ 949,017	**$ 337,913**	
	Total Hours					4302	**BRADY HOURS**	
	Total rate x hours					**$ 949,017**		
	Reimbursables (2% of Labor)					**$ 18,980**		
		$ 103,700	**$ 160,792**	**$ 42,180**	**$ 15,150**			
							Grand Total	**$ 1,305,910**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

RICHARD BRADY & ASSOCIATES, INC.

By: _____ Date: _____

Karl Kuebitz, Vice President

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/10/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Professional Services	501910	6106	501055	$423,692
Water Infrastructure	501910	8402	501055	$882,218
				$ 1,305,910 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: To facilitate funding to engineer and design the Sunset Reservoir.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk