REVISED
CITY OF REDLANDS

CITY COUNCIL

A G E N D A

JULY 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

Recycled Paper

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, JULY 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.)

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

1. Conference with real property negotiators - Government Code §54956.8
(Municipal Utilities and Engineering Director John Harris)

Property:	APN: 0168-371-09-0000
Agency Negotiators:	Charles M. Duggan, City Manager; John Harris, Municipal Utilities and Engineering Director
Negotiating Party:	Erwin Weder; Partner, Palm Run, LLC
Under Negotiation:	Terms of payment and price of possible land purchase by City.

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

   a. Miller & Associates, Inc. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755
   b. Coyote Aviation, Inc., et al. v. City of Redlands, et al., San Bernardino County Superior Court, Case No. CIVSB2418252

6:00

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Denise Davis - 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. **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.)

H. **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 minutes of the regular meeting of July 1, 2025 (City Clerk Donaldson)

2. Adoption of Ordinance No. 2984 Amending Title 2, Chapter 2.16 of the Redlands Municipal Code relating to City Purchasing and the Disposition of Surplus Personal Property (Management Services/Finance Director Garcia)

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3. Adoption of Ordinance No. 2985 Amending Title 18 (Zoning Regulations) of the Redlands Municipal Code to make text amendments pertaining to: Housing Definitions; Lists of Permitted and Conditionally Permitted Uses; Adopt Development Standards for Low Barrier Navigation Centers; Adopt Development Standards for Farmworker and Agricultural Worker Housing; Adopt Development Standards for Single-Room Occupancy Facilities; Add Chapter 17012 for Urban Lot Splits to Title 17 of the Redlands Municipal Code; Add Article XVI to Chapter 18.156 for Two-Unit Development Projects on Residential Parcels; and Other various text amendments to the Zoning Regulations for Implementation of the 2021-2029 Housing Element's Work Program (Development Services Director Desatnik)

4. Adoption of Ordinance No. 2986 Amending Chapter 15.20 of the Redlands Municipal Code to designate the 2025 Fire Hazard Severity Zones as developed by the California Department of Forestry and Fire Protection (Fire Chief Sessler)

5. Adopt Resolution No. 8706 pursuant to Government Code Section 54221 declaring that certain real property (located on the North side of Mentone Ave., South of Mill Creek Rd., East of Amethyst St., and West of Garnet St.; APN: 0168-343-01-0000) is surplus land, authorizing the City Manager, or his designee, to send notices of availability as to the surplus lands, and determining that approval of the resolution is exempt from environmental review pursuant to Section Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

6. Adopt Resolution No. 8709 for Street Vacation No. 198 - A request to vacate excess public right-of-way totaling approximately 6,850 square-feet in area, unimproved, and not in use for any public or roadway purposes. The subject portion of right-of-way is located on the west side of Wabash Avenue, approximately 110 feet northerly of East Sunset Drive North, and abutting Assessor's Parcel Numbers 0300-012-09-0100, 0300-012-10-0000, and 0176-481-08-0000. This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

7. Adopt Resolution No. 8708 for Street Vacation No. 199 - A request to vacate portions of excess right-of-way on Domestic Avenue totaling 8,149 square feet in area, located on the east side of Interstate 210 and approximately 2,400 feet west of Texas Street, adjacent to Assessor’s Parcel Numbers 0167-932-55-0000 and 0167-06-101-0000. This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

8. Adopt Resolution No. 8705 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District (Development Services Director Desatnik)

9. Approve Final Map for Tract No. 20520 prepared and submitted by Tri Pointe Homes IE-SD, Inc. The project site is located on the east side of Texas Street and approximately 500 feet north of Domestic Avenue (Development Services Director Desatnik)

10. Approve the use of city resources and the request for in-kind support in the amount of $900.00 related to the Redlands Chamber of Commerce Fashion Community Event on September 6, 2025; approve temporary street closures related to the event; approve the inclusion of commercial vendors 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 Department Director Crocker)

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11. Approve the use of city resources and the request for in-kind support in the amount of $1,800.00 related to the Day for Kids event hosted by the Boys & Girls Club of Greater Redlands – Riverside on September 20, 2025; approve temporary street closures related to 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 Department Director Crocker)

12. Approve the Agreement for Services with the Ecology Center to join their Market Match program, providing $4,020.00 in nutrition incentives and approve an additional appropriation in the amount of $5,882.25 and approve an in-kind services grant match valued at $4,552.85 and determine that approval of the Agreement with the Ecology Center is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301 (Facilities and Community Services Director Crocker)

13. Approve a Professional Services Agreement and sole source purchase with Alliant Insurance Services, Inc. as Broker of Record for Property and Casualty Insurance Services for an amount not to exceed $66,096 (Human Resources/Risk Management Director Meteau)

14. Approve a Single Source Service Order and Service Agreement with ClearGov Inc for software setup service and a one-year service subscription for an amount not to exceed $105,319.00, with a one-year renewal term option, bringing the total to an amount not to exceed $183,394.00 (Management Services/Finance Director Garcia)

15. Adopt Resolution No. 8702 to establish time-restricted parking zones and no-parking zones on public street segments adjacent to Sylvan Park and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

16. Adopt Resolution No. 8704 adopting the Five-Year Capital Project Needs Analysis for FY 26/27 through FY 30/31 and determine that this action 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)

17. Adopt Resolution No. 8703 to adopt the Fiscal Year 25/26 through Fiscal Year 29/30 Five-Year Measure I Capital Improvement Plan, and determine approval of the Resolution is exempt pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

18. Approve the Redlands Police Department Tow Services Agreement with Rotational Tow Applicants; Broncs Towing Inc., Pepe’s Towing Service, Wilson’s Towing, and Armada Towing for 2025-2028 (Police Chief Tolber)

19. Approve a purchase order modification in the amount of $10,000 with Law Enforcement Medical Services for the remainder of the fiscal year (Police Chief Tolber)

I. **Communications**

1. City Council Ad Hoc Committee report and recommendations relating to City Commissions, Boards and Committees; and possible direction to staff regarding proposed changes to City Commissions, Boards and Committees (Mayor Pro Tem Shaw and Council Member Barich)

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2. Discussion and possible direction to staff relating to the selection of a lead labor negotiator for the upcoming labor contract negotiations with the City's bargaining units, including the possible formation of, and appointments to, an Ad Hoc Committee of the City Council to interview and make a recommendation of a lead labor negotiator to the full Council (Assistant City Manager McConnell)

J. **Public Hearings**

1. Public Hearing to consider Resolution No. 8707- Delinquent Municipal Services Account Report (Mayor to declare the meeting open as a public hearing)

   A. Resolution No. 8707 will approve the Delinquent Municipal Services Account Report and submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing (Management Services/Finance Director Garcia)

K. **New Business**

1. Consideration of a Recycled Water Supply Agreement with Southern California Edison 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)

2. Consideration of a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for landscape maintenance contractual services within City parks, medians, Community Facility Districts, Landscape Maintenance Districts, and Hillside Memorial Park Cemetery services for a 4-year term for an amount not to exceed $2,332,174.00 and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

3. Consideration of an Agreement with Meritage Homes of California, Inc. for the Crow’s Nest Building at Coyazo Park in an amount not to exceed $800,000, and determine 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 (Facilities and Community Services Department Director Crocker)

4. Consideration of a Public Works Construction Contract with Abboud Diamond Construction, Inc., for $527,000 for onsite improvements in preparation for the new Redlands Animal Services Modular Kennel; approve an additional appropriation of $579,700; and determine that this project is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

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 September 2, 2025.

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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.

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City Council Meeting **H. 1.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

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

MOTION:

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

Attachments

Regular Meeting Minutes of July 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 July 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; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services 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

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

1. Harper v. City of Redlands, et al., U.S. District Court Central District of California Case No. 5:23-cv-00695-SSS-KKy
2. Flynn Restaurant Group/Apple So Cal, LLC, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2412340

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

City Attorney Garcia reported the following action were taken in Closed Session:

- Item C.1-1 Harper v. City of Redlands, et al. The City Council approved a settlement agreement and release of all claims between the City of Redlands and Justin Harper, pursuant to the following material terms: Plaintiff shall release all claims against the City of Redlands and dismiss all other defendants in the case. In exchange for the release of all claims, the City shall pay $300,000.00 to the plaintiff and his attorneys. Plaintiff shall dismiss his lawsuit with prejudice. The City Manager is authorized to sign the settlement agreement, and once fully executed by all parties, a copy of the agreement will be available in the City Clerk's office. The motion to approve the settlement was made by Council Member Tejeda, seconded by Council Member Davis and passed unanimously.
- Item C.1-2 Flynn Restaurant Group/Apple So Cal, LLC, et al. v. City of Redlands. The City Council approved a settlement in the matter based on the following terms: Plaintiff shall release all claims against the City of Redlands. In exchange, the City shall pay $55,000.00 to the plaintiff. Plaintiff shall dismiss this lawsuit against the City with prejudice. The City Manager is authorized to sign the settlement agreement, and once fully executed by all parties, a copy of the settlement agreement will be available in the City Clerk's office. The motion to approve the settlement was made by Council Member Tejeda, seconded by Council Member Barich and passed unanimously.

PRESENTATIONS

Proclamation Chamber of the Year Recognition

Mayor Saucedo was delighted to present a Proclamation honoring the Redlands Chamber of Commerce as the California Chamber of the Year, to Evan Sanford, Executive Director, Redlands Chamber of Commerce. Mr. Sanford stated the Chamber's work is not simply a one-man show, and he acknowledged several of the audience members for their contributions in making this award a team effort.

Park and Recreation Month Proclamation

Mayor Saucedo presented a Proclamation declaring the month of July as Park and Recreation Month and praised all the efforts that make the Parks and Recreation Division such a huge success. He recognized Commission Chair Doug Gonzales, Co-Chair Justin Weekly, and Commissioners Joanne Lessard and Adam Hebden. He also gave special recognition to Recreation Supervisor Dave Jaffe and several other staff members for their tremendous work in maintaining the parks and providing excellent recreational services.

PUBLIC COMMENT

ICE Activities - Michael Paisner described an incident where masked gunmen were seen in the Mentone area recently, and he warned everyone that it appeared likely these masked men were ICE agents. He asked the Redlands Police Department to step up and protect all residents from federal agents, regardless of skin color.

CONSENT CALENDAR

Minutes

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the minutes of the regular meeting of June 17, 2025 and the minutes of the special meeting of June 24, 2025.

Vote: 5 - 0 Passed

Proclamation Redlands Chamber of Commerce Chamber of the Year

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, a proclamation honoring the Redlands Chamber of Commerce as the California Chamber of Commerce Chamber of the Year.

Vote: 5 - 0 Passed

Proclamation July 2025 as Park & Recreation Month

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring July 2025 as Park and Recreation month.

Vote: 5 - 0 Passed

Ordinance No. 2982 Confirming Prima Facie Speed Limits

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2982, amending Chapter 10.24 of the Redlands Municipal Code confirming prima facie speed limits for specific city streets.

Vote: 5 - 0 Passed

Ordinance Nos. 2976 and 2977 LMD & SLD Annual Assessments

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2976, establishing Fiscal Year 2025/2026 Annual Assessments for Landscape Maintenance District No. 1; and adopted Ordinance No. 2977, establishing Fiscal Year 2025/2026 Annual Assessments for Street Lighting District No. 1 in accordance with the Lighting and Landscaping Act of 1972.

Vote: 5 - 0 Passed

Amending General Architecture Design Services Agreement

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Professional Services Agreement with Higginson Architects Inc. for general architecture design services, to allow staff to continue utilizing Higginson's services without interruption. Expanding the allowable compensation under the existing agreement ensures continuity, expedites project delivery, and maximizes the efficiency of City resources by leveraging an established professional relationship.

Vote: 5 - 0 Passed

Resolution No. 8698 Levying Special Taxes CFD No. 2004-1

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8698 levying special taxes with the City of Redlands Community Facilities District No. 2004-1, establishing the maximum tax rates for Community Facilities District No. 2004-1, and authorizing the City Clerk to file necessary information with the County Auditor/Controller for Fiscal Year 25/26.

Vote: 5 - 0 Passed

Amending MOU CRY-ROP Temporary Staffing Services

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions.

Vote: 5 - 0 Passed

Resolution No. 8684 Procedures for City Welcome Monument Signs

Facilities and Community Services Director Crocker explained the need to establish procedures for the placement of non-profit service club placards on City welcome monument signs. Installed in 2017, as part of an effort to showcase the various non-profit service club organizations that are active in the community, there are four such welcome monuments that display registered 501(c)(3) non-profit service club placards in the City, FCS has received requests to add additional organizations to these welcome monuments, but currently there is no procedure or policy to guide this process. Resolution No. 8684 provides criteria that would be required for a service club to be considered for placement on the monuments: 1) a procedure for submitting the request, 2) an outline of the approval process, and 3) a process for installing and maintaining the placards. As public comment, Andy Hoder pointed out that the welcome sign at Jennie Davis Park is blocked by an overgrown city tree, and he requested it be trimmed, so the sign was visible to all.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8684 establishing procedures for the placement of 501(c)(3) non-profit service club placards on City welcome monument signs.

Vote: 5 - 0 Passed

PO City's Security System & City's Fire Monitoring Systems

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a sole source purchase order with Security Signal Devices for the operation and maintenance of the City's Security System for a period of three years in an amount not to exceed $218,000; approved a sole source purchase order with Security Signal Devices Fire Monitoring Systems for a period of three years in an amount not to exceed $108,000; and authorized the City Manager, or his designee, to execute related Security and Fire System agreements and any necessary amendments during the term of the Purchase Orders.

Vote: 5 - 0 Passed

Fire Stations 261, 262, and 263 Bay Doors

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Second Amendment to the Non-Professional Services Agreement with JT Lewis, Inc. doing business as National Garage Door, to extend the contract term to December 31, 2025, for the completion of the bay doors at Fire Stations 261, 262, and 263.

Vote: 5 - 0 Passed

Resolution No. 8701 Appropriations Limit FY 2025-2026

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8701 establishing an Appropriations Limit for Fiscal Year 2025-2026 pursuant to Article XIII B of the California Constitution.

Vote: 5 - 0 Passed

Resolution No. 8699 DOT Temporary Construction Easements

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8699 designating the City Manager or his designee, to sign California Department of Transportation contracts related to the granting of temporary construction easements and ownership in fee and in fee estate.

Vote: 5 - 0 Passed

COMMUNICATIONS

SBCTA Measure I Impacts on Transportation & Planning Improvements

Mayor Saucedo introduced Tim Watkins, Chief of Legislative & Public Affairs of the San Bernardino County Transportation Authority (SBCTA), who provided a presentation on SBCTA's role in the community and how Measure I impacts transportation planning and improvements within the City. Overwhelmingly approved by the voters in 2004, Measure I is a half-cent general sales tax that supports transportation projects in San Bernardino County. SBCTA is committed to delivering a better transportation system and continues to offer more choices for how people move to and through the county. He listed various projects that have provided great value to Redlands, including the widening of I-10 and Alabama Street Interchange, I-10 and University Avenue Interchange, Interchange Improvements at University & Colton, Traffic Signal Installation at Dearborn Avenue & Colton, and the Redlands Passenger Rail Project.

He encouraged the public to go to the SBCTA home page (gosbcta.com), take a survey and provide feedback. As public comment, Steve Rogers said that Mr. Watkins outlined the many success stories of SBCTA but did not address the challenges facing Measure I. In particular, he thought that funding sources could be negatively impacted by the increase in electric vehicle sales.

PUBLIC HEARINGS

Ordinance No. 2985 & Resolution No. 8700 Housing Element Work Program

Mayor Saucedo declared the meeting open as a public hearing and called on City Planner/Planning Manager Brian Foote for a report to consider Ordinance No. 2985 and Resolution No. 8700 to update housing definitions, zoning regulations, and related municipal code amendments to implement the 2021-2029 Housing Element work program. The City's certified 2021-2029 Housing Element includes several tasks and programs identifying updates to the Zoning Ordinance (Title 18 of the Redlands Municipal Code) to facilitate the construction of new housing units and make it easier for people to find housing opportunities. Through the Housing Element, the City is required to plan for the provision of its share of the Regional Housing Needs Allocation (RHNA) as well as amend or add regulations to facilitate housing affordability and more housing opportunities.

The proposed Ordinance to amend the Zoning Regulations (RMC Title 18) as well as Resolution No. 8700 to amend various Specific Plans will update several regulations and development standards that are applicable to housing developments in the City of Redlands. These amendments are specifically designed to implement the 6th Cycle Housing Element's work program and must align with State law. He reviewed the Housing Element Policy goals designed to 1) Increase the variety of housing options available, 2) Reduce barriers to the production of new housing, 3) Identify and reduce governmental constraints, 4) Make housing options more accessible, and 5) Make housing options more affordable. He identified the various tasks and programs intended to implement and achieve the stated goals, as well as plan for the construction of 3,516 future housing units (known as RHNA). HCD was involved in guiding the drafting, and ultimately the approval of each goal, task, and program. By adopting the proposed code amendments, the City of Redlands will be in compliance with the State-mandated goals and objectives.

The Planning Commission held public hearings on April 8, 2025, and May 27, 2025, to

review the proposed zoning code amendments, specific plan amendments, and related municipal code amendments. The Commission reviewed the proposal in detail and suggested some minor changes for clarity. On May 27, 2025, the Commission voted 6 to 0 and recommended approval to the City Council.

As public comment, Bruce Laycook was in full support of these revisions, but urged the Council to be serious about addressing the lack of low-income and very low-income housing opportunities. Steve Rogers disapproved of the proposed documents, as he thought the city was favoring developers over residents, and he was critical of the state's preemption of local housing policies. Two letters were received as written comment, from Stephen Rogers and Amanda Frye, who requested this matter be tabled to allow staff to work with Counsel to make comprehensive modifications and updates needed to be in compliance with the law and eliminate any inconsistencies with California Code.

Council Member Davis asked for a sense of how many low-income and very low-income housing units are projected to be built. Development Services Director Desatnik clarified that currently, the City has approved two projects that will each offer 25 units that are considered very-low income units. When asked about the role of the City in regard to housing projects, Director Desatnik stated it was not the City's role to develop housing projects but rather to make sure the land is available and that it is zoned properly and there are no undue constraints which would inhibit development. With no further discussion, Mayor Saucedo closed the public hearing.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8700 and determined that the proposal is exempt from environmental review pursuant to Sections 15061(b)(3) and 15378(B)(5) of the California Environmental Quality Act Guidelines; and introduced Ordinance No. 2985 and determined that the proposal is exempt from environmental review pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines, to update housing definitions, zoning regulations, and related municipal code amendments to implement the 2021-2029 Housing Element work program.

Vote: 5 - 0 Passed

Resolution No. 8694 Delinquent Administrative Citation and Fine Report

Mayor Sauced declared the meeting open as a public hearing and called on Facilities and Community Services Director Crocker for a review of Resolution No. 8694, approving the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for lien processing. Ms. Crocker described the administrative citation program and explained that staff makes every attempt to work with the property owner to comply with the Municipal Code before issuing citations. She added the program was complaint-driven. The property owners, identified in the reports, have been found in violation of various sections of the Redlands Municipal Code.

Property owners with outstanding violations were mailed a notice of the City Council's consideration of this report and were instructed to remit the past due balance in order to prevent the impending lien action. The current total amount of delinquencies for the citations is $27,985. With no further comments, the public hearing was closed.

On motion of Council Member Eddie Tejeda, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously adopted, by roll call vote, Resolution No. 8694 and approved the delinquent fines report and submittal of a Notice of Lien to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for recordation as a special assessment on the 2025-2026 tax roll against the properties identified in the report resulting from non-payment of City of Redlands' administrative citation fines.

Vote: 5 - 0 Passed

Ordinance No. 2986 Designate 2025 Fire Hazard Severity Zones

Mayor Saucedo declared the meeting open as a public hearing and called on Fire Marshal Vince Anderson to summarize Ordinance No. 2986, to amend Chapter 15.20 of Redlands Municipal Code to designate the 2025 Fire Hazard Severity Zones as developed by the California Department of Forestry and Fire Protection (CalFire). This ordinance formalizes the City's recognition of updated wildfire risk areas to support public safety, guide land use planning, and align with state fire prevention standards.

Council Member questions centered on defensible space, infrastructure protection, insurance companies with the authority to cancel homeowner polices, and the requirements for new building project developments within the high fire zones. Mayor Pro Tem Shaw recommended the maps be adjusted and revised more frequently, as necessary. With the recent wildfire that broke out in San Timoteo Canyon over the weekend, Mr. Anderson was pleased to announce the early warning notification system worked well and was a great success story. As public comment, Bruce Laycook appreciated the work done by Fire Marshal Anderson, but called on the Council to collaborate with the State Insurance Commissioner to address homeowner policy cancellations affecting Redlands residents. With no further comments, Mayor Saucedo closed the public hearing.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2986 amending Chapter 15.20 of the Redlands Municipal Code to designate the 2025 Fire Hazard Severity Zone Maps, as developed by the California Department of Forestry and Fire Protection (CalFire) for the City of Redlands.

Vote: 5 - 0 Passed

NEW BUSINESS

Resolution No. 8696 Adopting Climate Action Plan Update

Associate Planner Jazmin Serrato provided background on Resolution No. 8696 adopting the Climate Action Plan Update. The two primary objectives of the Climate Action Plan (CAP) Update include: 1) To monitor progress toward the 2030 and 2035 Greenhouse Gasses (GHG) reduction targets established in the City’s 2017 Climate Action Plan, and 2) To update the 2017 CAP to reflect the latest climate science and State guidance, as well as align with new City and State targets for 2030 and 2050.

The CAP provides goals and recommendations to reduce emissions of GHG into the atmosphere, thus helping to improve air quality as well as slow the progression of warming

temperatures in the climate. The goals and recommendations include actions by the City, developers, residents, and businesses in Redlands that will result in incremental reductions to GHG emissions over the next 20 years or more. The CAP can also help with streamlining environmental review of proposed development projects under the California Environmental Quality Act (CEQA). The updated CAP includes 12 quantifiable measures and 46 supportive measures which would promote collaboration between local organizations, expansion of sustainability programs, and increased environmental education.

Ms. Serrato introduced Clare Kucera, Associate of Dyett & Bhatia, Urban and Regional Planners, who presented a more detailed look at the CAP update, with a review of the timeline, an overview of the CAP requirements and a summary of the Preferred Strategy approach. Through a series of charts and graphs, she illustrated the current amount of total annual emissions and where we need to be to meet the new targets. The two largest contributors to total emissions in Redlands are: the transportation sector, specifically from on-road vehicles, and the built environment sector (emissions associated with electricity generation as well as combustion of natural gas). The proposed GHG reduction strategy framework aligns with the California Air Resources Board (CARB) recommendations for local jurisdictions to focus on actions that most effectively reduce GHGs.

The Planning Commission reviewed the progress of the Climate Action Plan at two meetings. On June 11, 2024, the Commission received a progress report regarding the City's status on the previously adopted GHG reduction goals, as well as confirming the new GHG reduction target of 1.0 metric tons of CO_2 equivalent by 2050 in accordance with new Statewide goals. On April 22, 2025, the Commission reviewed the proposed strategies and policy objectives for reducing citywide GHG emissions. Commissioners expressed comments supportive of expanding accessibility to public EV charging infrastructure and increasing the number of urban trees.

As public comment, Ron Running and Dick Corneille, representing ANCA, supported the update overall and thought the Plan was a comprehensive document, but voiced concerns that the City needed to take this new CAP much more seriously than the past plan, where the modest goals set in the 2017 CAP were not even met. They recommended the City place their focus on the list of "Supporting Strategies" as identified in CAP Table 4.2, as these strategies are more cost-effective and easier to implement. Bobby Garrity supported the CAP update but urged the Council to continue to push for zoning and policy reforms that allow for higher density and infill projects that encourage residents to utilize available transit options. Michael Paisner thought the CAP update read more like a fairy tale than a realistic plan. Bruce Laycook urged the Council to work with state representatives to modify the current law, Net Energy Metering (NEM 3.0) that pays solar customers a lower rate for exported energy than the previous version.

Council Member Davis supported the CAP, but said we must go further, and she spelled out a four-point action plan setting an ambitious approach to address the effects of climate change. Council Members had a lengthy discussion and raised issues with the plan's recommendations to increase the number of EV chargers throughout the city, which seemed unrealistic. They questioned the power grid's capacity and reliability and asked about whether funding sources were available for project implementation. Overall, the Council Members agreed the City must take steps to try to meet the new GHG reduction target of 1.0 metric tons of CO_2 equivalent by 2050.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8696 adopting the Negative Declaration prepared for the project and adopting the 2050 Climate Action Plan.

Vote: 5 - 0 Passed

PO Modification Fire Station No. 262 Remodel Project

Facilities and Community Services Director Crocker described a Purchase Order Modification for the Redlands Fire Station No. 262 Remodel Project addressing changes to the scope of the project and increasing the contingency from 10% to 15% of the original contract amount, due to unexpected conditions that were not fully known at the time of design. These conditions include existing site issues, product availability, and integration challenges between new and existing systems. The required contingency to complete the project has increased from the original 10% to 15%, a $108,000 increase from $216,000 to $324,000. A breakdown of the additional costs is primarily attributed to the following: Generator Site and Connection Work: $75,415 and Fire Sprinkler System Installation (Gym Building): $45,868.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Purchase Order Modification for the Redlands Fire Station No. 262 Remodel Project addressing changes to the scope of the project and increasing the contingency from 10% to 15% of the original contract amount.

Vote: 5 - 0 Passed

FY 2025-26 FCS Annual Agreements and Purchase Orders

Facilities and Community Services Director Crocker detailed the Fiscal Year 2025-26 Facilities and Community Services Department Annual Agreements and Purchase Orders for a total annual amount not-to-exceed $7,706,763.04 and a total not-to-exceed amount of $23,655,429.89. The FCS Department regularly procures supplies and services to support operations throughout the City, in accordance with the City's purchasing policy. The annual purchase orders and agreements are included in the Fiscal Year 2025-26 budget request and will not exceed the total annual amount of $7,706,763.04.

The types of services include items such as locksmith services and fuel island maintenance. Additionally, formal Requests for Bids were advertised for the provision of supply and delivery of unleaded gasoline and diesel fuel, supply and delivery of bulk oils and coolants, supply of tires and on-site tire service, OEM Ford Parts, irrigation supplies and uniforms, and rentals.

On motion of Council Member Eddie Tejeda, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously determined, by roll call vote, that approval of the Fiscal Year 2025-26 Facilities and Community Services Department's Agreements and Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Fiscal Year 2025-26 Facilities and Community Services Department's Annual Agreements and Purchases orders for a total annual amount not-to-exceed $7,706,763.04 and a total not-to-exceed amount of $23,655,429.89.

Vote: 5 - 0 Passed

Ordinance No. 2984 Amending City Purchasing Regulations

Management Services/Finance Director Garcia reviewed Ordinance No. 2984 amending Title 2, Chapter 2.16 of the Redlands Municipal Coe relating to City purchasing and the disposition of surplus personal property. As is good practice, the ordinance is periodically reviewed and updated to reflect the evolving needs of the City and changes in applicable laws. The proposed updates include substantive revisions to the Public Project Construction Work section to align with the Uniform Public Construction Cost Accounting Act (UPCCAA) as amended by Assembly Bill No. 2192, effective January 1, 2025. Additional modifications are proposed to modernize the City's general procurement practices, accounting for inflationary impacts over the past 15 years and evolving industry standards.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously introduced, by roll call vote, Ordinance No. 2984 amending Title 2, Chapter 2.16 of the Redlands Municipal Code Relating to City Purchasing and the Disposition of Surplus Personal Property.

Vote: 5 - 0 Passed

SCADA Integration Services for Water Production and Wastewater Divisions

Municipal Utilities and Engineering Director Harris highlighted a Professional Services Agreement with Advance Integration & Controls to provide on-call Supervisory Control and Data Acquisition (SCADA) integration services for the Water Production and Wastewater Divisions with an initial one-year term value not-to-exceed $673,000 and options to extend for two additional years for a total not-to-exceed $2,019,000. This system is crucial to the daily functioning of the Water & Wastewater Division operations. A selection committee reviewed four proposals based on the firm's demonstrated competence and professional qualifications following specific evaluation criteria identified in the RFP. The committee selected Advance Integration & Controls (AIC) as the most qualified consultant to perform the tasks listed in the RFP and staff negotiated a reasonable service fee schedule with AIC.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Advance Integration & Controls is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with Advance Integration & Controls to provide on-call Supervisory Control and Data Acquisition (SCADA) integration services for the Water Production and Wastewater Divisions with an initial one (1) year term value not-to-exceed $673,000 and options to extend for two (2) additional years for a total not-to-exceed $2,019,000.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

The Juneteenth Celebration event proved to be a great success, providing a wonderful atmosphere and offering music and food and information booths.

Mayor Saucedo represented the City at the grand openings of Steinmann Eye Care and eXp Luxury and Commercial Real Estate and participated with Mayor Pro Tem Shaw and City Manager Duggan in the League of California Cities Public Safety Committee meeting regarding Proposition 36. He also met with city staff and residents to hear ideas for new improvements at Texonia Park.

Mayor Pro Tem Shaw submitted his report of activities for the month of June 2025, as available online and attached to the staff report.

Council Member Barich praised the staff for a great Juneteenth event.

Council Member Tejeda attended two Redlands Bowl receptions, participated in the RPOA golf fundraising event, and met with city staff and residents to hear ideas for new improvements at Texonia Park.

Council Member Davis thoroughly enjoyed the Juneteenth Celebration event, participated in another Blue Zone Health walk, and attended a mixer held at the Redlands Public Market, hosted by Blue Zones Health.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:29 P.M. The next regular meeting of the City of Redlands City Council will be held on July 15, 2025.

City Council Meeting **H. 2.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Ordinance No. 2984 Amending Title 2, Chapter 2.16 of the Redlands Municipal Code relating to City Purchasing and the Disposition of Surplus Personal Property (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to adopt Ordinance No. 2984.

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2984 to amend Title 2, Chapter 2.16 of the Redlands Municipal Code relating to City Purchasing and the Disposition of Surplus Personal Property.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2984.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Altheresa Rothschild, Assistant City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $295

Attachments

Ordinance No. 2984

ORDINANCE NO. 2984

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 2, CHAPTER 2.16 OF THE REDLANDS MUNICIPAL CODE RELATING TO CITY PURCHASING AND THE DISPOSITION OF SURPLUS PERSONAL PROPERTY

WHEREAS, Title 2, Chapter 2.16 ("City Purchasing and Disposition of Surplus Personal Property") of the Redlands Municipal Code is periodically reviewed and updated to reflect the evolving needs of the City and changes in applicable laws; and

WHEREAS, Assembly Bill 2192 (Chapter 953, Statutes of 2024) revises the bid limit thresholds under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), specifically amending Public Contract Code section 22032. These updates, recommended by the California Uniform Construction Cost Accounting Commission (CUCCAC) and the State Controller's Office, are intended to reflect inflationary cost increases and improve efficiency in the delivery of public works projects; and

WHEREAS, this Ordinance update substantive revisions to the Public Project Construction Work, modify and modernize the City's general procurement practices for inflationary impacts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Section 2.16.010 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Definitions," is hereby amended to amend the definition of "Small Purchase" to read as follows:

"SMALL PURCHASE: A onetime, noncompetitive purchase of goods or services, which totals Seven Thousand Dollars ($7,000.00) or less. Each City department may issue a "short form" purchase order for unanticipated and non-repetitive purchases, which cumulatively do not exceed Forty Thousand Dollars ($40,000.00) per vendor, per fiscal year. Purchases shall not be split, staged or separated into smaller units of work for the purpose of evading the competitive bidding procedures or any other requirement of this chapter."

Section 2. Section 2.16.040 Subsection (N) of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Powers and Duties," is hereby amended to read as follows:

"N. Each year, on a quarterly basis, the Purchasing Agent, through the City Manager, shall prepare and provide to the City Council a summary report of contracts awarded for Seventy Five Thousand Dollars ($75,000.00) or less during such quarter and not previously approved by the City Council."

Section 3. Section 2.16.110 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Competitive Procurement," is hereby amended to read as follows:

"2.16.110: COMPETITIVE PROCUREMENT:

Procurement of goods, services and construction by the City shall whenever practicable be based on competitive procurement, whether by formal procurement, if required, or procurement in the open market, if permitted, except that competitive procurement shall not be required in the following circumstances:

A. When emergency procurement is required as defined in section 2.16.130 of this chapter;

B. When the procurement involved is Seven Thousand Dollars ($7,000.00) or less;

C. When the City department director certifies, in writing, to the Purchasing Agent that procurement can only be obtained from a sole source, or timely from a single source, and the Purchasing Agent is satisfied that the best price, terms and conditions have been negotiated; single or sole source procurement for goods, services or construction greater than Seven Thousand Dollars ($7,000.00) and less than or equal to Forty Thousand Dollars ($40,000.00) requires the approval of the City Manager, and approval of the City Council for single or sole source procurement in excess of Forty Thousand Dollars ($40,000.00);

D. When competitively awarded, cooperative purchasing is available and undertaken, as pursuant to section 2.16.210 of this chapter;

E. When the goods, services or construction can be obtained from a contractor who offers the same or better price, terms and conditions as the same contractor previously offered as the lowest responsible bidder under competitive procurement or negotiations conducted by the City or another public agency, provided that in the opinion of the Purchasing Agent, it is in the best interests of the City to do so;

F. When the goods, services or construction can be obtained through Federal, State and/or other public entity pricing contracts or price agreements which were competitively awarded.

Purchasing without providing for full and open competition shall not be justified on the basis of a lack of advanced planning on the part of the requesting City department or based upon concerns related to the amount of funds available (e.g., funds will expire as a result of grant or fiscal year)."

Section 4. Section 2.16.130 Subsection (C) of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Emergency Procurement for Nonpublic Project," is hereby amended to read as follows:

"C. Following the emergency procurement, a written report shall be made, within ten (10) days of the purchase, by the Purchasing Agent to the City Manager for procurement between Forty Thousand Dollars ($40,000.00) and Seventy Five Thousand Dollars ($75,000.00), and through the City Manager to the City Council for procurement exceeding Seventy Five Thousand Dollars ($75,000.00)."

Section 5. Section 2.16.140 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Public Project Construction Work," is hereby amended to read as follows:

“2.16.140: PUBLIC PROJECT CONSTRUCTION WORK:

Procurement for public projects shall be made in accordance with the Uniform Public Construction Cost Accounting Act. The notice inviting bids for any public project involving an expenditure in excess of twenty five thousand dollars ($25,000.00) shall state that a payment bond is required from the successful bidder in an amount not less than one hundred percent (100%) of the total amount payable pursuant to the public project contract. The payment bond shall be in a form of a bond and not a deposit or other security in lieu of a bond. Prior to or concurrent with the award of a contract for a public project, the City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every public project which may affect the design or operation of public improvements and which may bring into question the City's liability for dangerous conditions of public property. The City Council shall review and approve the working details, drawings, plans and specifications prepared for every public project of more than Seventy Five Thousand Dollars ($75,000.00) prior to or concurrent with the award of a contract for the public project.

A. A "public project" is defined in Public Contract Code section 22002 as any of the following:

1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased, or operated facility;

2. Painting or repainting of any publicly owned, leased or operated facility;

3. In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement or repair of dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand (230,000) volts and higher.

B. The contracting procedures and the dollar limits set forth in Public Contract Code section 22032 are as follows:

1. Seventy Five Thousand Dollars Or Less: Public projects of Seventy Five Thousand Dollars ($75,000.00) or less may be performed by the employees of the City by force account, by negotiated contract, or by purchase order.

2. Seventy Five Thousand One Dollars To Two Hundred Twenty Thousand Dollars: Public projects having a contract value greater than Seventy Five Thousand Dollars ($75,001.00) and up to Two Hundred Twenty Thousand Dollars ($220,000.00) may be let to contract by informal bidding procedures as set forth in the Uniform Public Construction Cost Accounting Act and as follows:

a. Contractors List: A list of qualified contractors shall be developed and maintained by the Purchasing Agent in accordance with the provisions of section 22034 of the Public Contract Code and any applicable criteria promulgated, from time to time, by the California Uniform Construction Cost Accounting Commission.

b. Notice Inviting Informal Bids: When a public project is to be undertaken which is subject to the provisions of this chapter, a notice inviting informal bids shall be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the City's list of qualified contractors and to all construction trade journals as specified by the California Uniform

Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the City department responsible for undertaking the public project and soliciting bids, provided, however:

(1) If there is not a list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids for the public project shall be sent only to the construction trade journals specified by the commission.

(2) If the product or service comprising the public project is proprietary in nature such that it may be obtained only from a certain contractor or contractors, the notice inviting informal bids for the public project may be sent exclusively to such contractor or contractors.

c. Publicly Opened: Informal bids shall be publicly opened and/or received by the Office of the City Clerk at the time and date specified by the Purchasing Agent or other City employee when soliciting requests for informal bids.

3. Excess Of Two Hundred Twenty Thousand Dollars: If all bids received through the informal bidding process are in excess of Two Hundred Twenty Thousand Dollars($220,000.00), the City Council may, by adoption of a resolution by a four-fifths (4/5) vote, award the contract, at two hundred twelve thousand five hundred dollars ($212,500.00) or less, to the lowest responsible bidder, if the City Council determines the cost estimate for the public project originally made by the City was reasonable.

4. Two Hundred Twenty Dollars And Above: Public projects having a contract value of more than Two Hundred Twenty Thousand Dollars ($220,000.00) shall, except as otherwise provided in the Uniform Public Construction Cost Accounting Act, be let to contract by formal bidding procedures.

5. Awards: Award of purchase orders or contracts for public projects shall be as follows:

a. Seventy Five Thousand Dollars($75,000.00) or less: Award shall be made by the City Manager or the Purchasing Agent in the best interests of the City;

b. Greater than Seventy Five Thousand Dollars ($75,000.00) up to Two Hundred Twenty Thousand ($220,000.00): Award shall be made by the City Council to the lowest responsible bidder, pursuant to public projects informal bidding procedures;

c. Greater than Two Hundred Twenty Thousand Dollars ($220,000.00): Award shall be made by the City Council to the lowest responsible bidder pursuant to public projects formal bidding procedures, except as provided in, and in accordance with, subsection B3 of this section.

6. Change Order:

a. For public projects, the total of change orders shall not exceed twenty five percent (25%) of the amount of the original contract. Change orders exceeding twenty five percent (25%) of the original contract amount should be bid and awarded separately and approved in relation to approval limits established in this section.

b. Change orders over Seventy Five Thousand Dollars ($75,000.00) should be approved by City Council.

7. Bond: A payment bond shall be required of a contractor that is awarded a public works contract involving an expenditure in excess of Twenty-Five Thousand Dollars ($25,000.00). It is recommended to require performance bond as well.

8. Emergency Contracting Procedure:

a. "Emergency" as used in this section, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services as defined in Public Contract Code section 1102. In cases of emergency when repair or replacements are necessary the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice to let bids for contracts. The work may be done by day labor under the direction of the City Council, by contract, or by a combination of the two. The provisions of California Public Contract Code section 22050, including, but not limited to, the requirement of a four-fifths (4/5) vote of the City Council finding substantial evidence of an emergency prior to taking emergency action, shall apply when notice for bids to let contracts in emergency situations is not given. The City Council may delegate by resolution the authority to order any action pursuant to paragraph (1) of subdivision (a) of California Public Contract Code section 22050 to the City Manager, City Engineer, or other appropriate non-elected City officer."

Section 6. Section 2.16.160 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Bidding Requirements for Supplies, Materials, Equipment and Specialized Goods," is hereby amended to read as follows:

"2.16.160: BIDDING REQUIREMENTS FOR SUPPLIES, MATERIALS, EQUIPMENT AND SPECIALIZED GOODS:

A. Seven Thousand Dollars Or Less: Procurement of supplies, materials, equipment and goods of Seven Thousand Dollars ($7,000.00) or less may be made by purchase order or contract and executed by the Purchasing Agent or department director in the open market without the use of competitive bidding. The City Manager may direct the Purchasing Agent or department director to employ competitive bidding for certain types of goods, nonprofessional services or construction for amounts of Seven Thousand Dollars ($7,000.00) or less.

B. Seven Thousand One Dollars to Forty Thousand Dollars Procurement of supplies, materials, equipment and goods of more than Seven Thousand Dollars ($7,000.00) but less than or equal to Forty Thousand Dollars ($40,000.00) may be made by the Purchasing Agent in the open market using an informal bidding procedure whereby informal bids or quotations are obtained. Although less formal, procedurally, than formal procurement, procurement in the open market shall be conducted by the Purchasing Agent in a manner and under circumstances intended to elicit competitive informal bids. The Purchasing Agent shall obtain, or direct City staff to obtain, informal bids from at least three (3) different bidders and shall maintain and keep records of all open market procurements, including informal bids received, in accordance with the City's records retention schedule. Award shall be made by the Purchasing Agent to the lowest responsible bidder.

C. Forty Thousand One Dollars To Seventy Five Thousand Dollars: Procurement of supplies, materials, equipment and goods of more than Forty Thousand Dollars ($40,000.00) but less than Seventy Five Thousand Dollars ($75,000.00) may be made by the Purchasing Agent in the open market using an informal bidding procedure whereby informal bids or quotations are obtained. Although less formal, procedurally, than formal procurement, procurement in the open market shall be conducted by the Purchasing Agent in a manner and under circumstances intended to elicit competitive informal bids. The Purchasing Agent shall obtain, or direct City staff to obtain, informal bids from at least three (3) different bidders and shall maintain and keep records of all open market procurements, including informal bids received, in accordance with the City's records retention schedule. Award shall be made by the City Manager to the lowest responsible bidder.

D. Seventy Five Thousand Dollars And Above: Procurement of supplies, materials, equipment and goods of more than Seventy Five Thousand Dollars ($75,000.00) shall be made by using formal procurement as required by section 2.16.120 of this chapter. Award shall be made by the City Council to the lowest responsible bidder.

E. "No Cost" Procurement: Procurement of services which results in no expenditure of funds by the City and instead results in the City receiving remuneration from the service provider shall be made in accordance with the procedures described in this section based upon the estimated amount of remuneration the City will receive from the service provider during the term, and any extensions thereof, of the contract with the service provider.

F. Purchase Through Auction: From time to time, the City may procure goods through auction when such are offered up for bid, and which are subject to any limitations imposed by State or Federal law. Prior to participating in an auction, City staff shall inform the Purchasing Agent and department director and shall prepare and provide a written justification describing the goods sought, estimated cost, and the not to exceed budgeted amount proposed to be spent at the auction, and obtain approval per the procurement limits established in this section,"

Section 7. Section 2.16.180 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Professional Services," is hereby amended to read as follows:

"2.16.180: PROFESSIONAL SERVICES:

A. Landscaping, Engineering, Architectural, Surveying, And Construction Management: The retention of professional services for architectural, landscape architectural, engineering, land surveying or construction project management shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and at fair and reasonable prices to the City, in accordance with section 4526 of the Government Code, although the City is not adopting the formal procedures specified within Government Code section 4525 et seq. A request for proposal and/or statement of qualifications shall be prepared by the initiating City department, and proposal requests solicited, where practical, from at least three (3) professional service providers.

B. Other Professional Services: Except as may otherwise be provided in this Code or as may be required by State or Federal law, the retention of other professional services of individuals or organizations exercising professional discretion and judgment based upon advanced or

specialized knowledge, expertise or training, gained by formal study or experience, shall be based upon both the demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and the cost for such services. A request for sealed proposals and/or statement of qualifications, for formal RFPs, and a request for a separate, sealed proposal for the cost for the performance of the services, shall be prepared by the initiating City department. Proposals shall be solicited, when practical, from at least three (3) professional service providers. The negotiations associated with the award of a contract for services identified in this subsection shall occur as follows: Upon receipt of the proposals, the initiating City department shall first determine and identify those persons or organizations that are qualified to perform the services and shall rank such persons and organizations based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. Second, the cost proposals submitted by all the qualified persons and organizations shall be reviewed. Third, negotiations shall be undertaken with the person or organization ranked most qualified in an attempt to secure the services at a cost equivalent to the lowest cost offered to the City by the qualified persons and organizations. If the person or organization ranked most qualified is unwilling to provide the services at a cost equivalent to such lowest cost: 1) such person or organization may nevertheless be awarded a contract, provided the Purchasing Agent, City Manager or City Council, as appropriate, determines the initiating City department director has substantiated that the cost for the services is reasonable and appropriate; or 2) negotiations with the most qualified person or organization may be terminated and the initiating City department may undertake similar negotiations with the other qualified persons and organizations in order of rank.

1. Seven Thousand Dollars Or Less: Procurement of professional services of seven thousand dollars ($7,000.00) or less may be solicited by informal RFP and awarded by purchase order or contract, executed by the department director or Purchasing Agent, in the open market by negotiation without the use of competitive bidding given the price is fair and reasonable. The City Manager may direct the Purchasing Agent or department director to employ competitive solicitation, on a case by case basis, for certain types of services for amounts of Seven Thousand Dollars ($7,000.00) or less.

2. Seven Thousand One Dollars To Forty Thousand Dollars: Procurement of professional services of more than Seven Thousand Dollars ($7,000.00) and up to Forty Thousand Dollars ($40,000.00) may be awarded by the Purchasing Agent using an informal RFP. Although less formal, procedurally, than formal procurement, procurement in the open market shall be conducted in a manner and under circumstances intended to elicit competitive informal proposals. The Purchasing Agent shall obtain, or direct City staff to obtain, informal proposals from at least three (3) different vendors and shall maintain and keep records of all open market procurements, including informal proposals received, in accordance with the City's records retention schedule. Award shall be made by the Purchasing Agent or the City Manager to the highest ranked proposer.

3. Forty Thousand One Dollars To Seventy Five Thousand Dollars: Procurement of professional services of more than Forty Thousand Dollars ($40,000.00) and up to Seventy Five Thousand Dollars ($75,000.00) may be awarded by the City Manager using an informal RFP. Although less formal, procedurally, than formal procurement, procurement in the open market shall be conducted in a manner and under circumstances intended to elicit competitive informal proposals. The Purchasing Agent shall obtain, or direct City staff to obtain, informal proposals

from at least three (3) different vendors and shall maintain and keep records of all open market procurements, including informal proposals received, in accordance with the City's records retention schedule. Award shall be made by the City Manager to the highest ranked proposer.

4. Seventy Five Thousand One Dollars And Above: Procurement of services of more than Seventy Five Thousand One Dollars ($75,001.00) shall be made by using formal RFP. A request for sealed proposals and/or statement of qualifications, including a request for a separate, sealed proposal for the cost for the performance of the services, shall be prepared by the initiating City department. Proposals shall be solicited, when practical, from at least three (3) professional service providers. Upon receipt of the proposals, the initiating City department shall first determine and identify those persons or organizations that are qualified to perform the services and shall rank such persons and organizations based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services. Second, the cost proposals submitted by all of the qualified persons and organizations shall be opened and reviewed. Third, negotiations shall be undertaken with the person or organization ranked most qualified in an attempt to secure the services at the lowest, fair and reasonable cost. If the person or organization ranked most qualified is unwilling to provide the services at the lowest, fair and reasonable cost, negotiations with the most qualified person or organization may be terminated, and the initiating City department may undertake similar negotiations with the other qualified persons and organizations in order of rank.

C. Award Of Contracts: Professional services contracts shall be awarded by the department director, Purchasing Agent, City Manager or City Council, as appropriate, based upon the dollar limits specified in this section."

Section 8. Section 2.16.200 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Change Orders," is hereby amended to read as follows:

"2.16.200: CHANGE ORDERS:

Except for change orders for public projects, which shall be approved in accordance with the contract documents for such projects, changes to previously awarded purchase orders or contracts in excess of ten percent (10%) of the original value of that purchase order or contract shall require approval by the Purchasing Agent, City Manager or City Council, depending on the new value of the purchase order or contract after the increase and in relation to the approval limits established in sections 2.16.140 through 2.16.180 of this chapter. Changes equal to or less than ten percent (10%) are allowed at the department discretion unless the change causes the new value of the purchase order or contract to exceed Seventy Five Thousand Dollars ($75,000.00), which if not previously approved by the City Council, must then be so approved. Any change order that increases a purchase order or contract by fifty percent (50%) or more of the original value requires City Manager approval for purchase orders or contracts totaling less than or equal to Seventy Five Thousand Dollars ($75,000.00) and City Council approval for those totaling Seventy Five Thousand Dollars ($75,000.00) or more. The City Manager may request City Council approval for the former, if he or she believes it is in the best interests of the City to do so."

Section 9. Section 2.16.220 Subsection (D) of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Business Preferences," is hereby amended to read as follows:

"D. Change In Preferences: The local business and County business preferences established by this Chapter shall terminate on December 31, 2026. Commencing on January 1, 2027, to further promote business retention within the city and the economic health of the city and to encourage local participation in the procurement process, the Purchasing Agent, in determining the lowest responsible bidder for contracts for supplies, materials, equipment and specialized goods having a value of Forty Thousand Dollars ($40,000.00) or less, may take into consideration the one percent (1%) sales tax which would be returned to the city as a result of the bid award. For procurement where sales tax would not be generated as a result of the bid award and where the quality and price are equal to another bidder or bidders, the local vendor may be given the bid award."

Section 10. Section 2.16.260 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Federal Requirements," is hereby amended to read as follows:

"2.16.260: EXTERNAL RESTRICTIONS:

Some purchases may be subject to the terms and conditions of various codes, statutes and agreements of other governmental entities in connection with Federal and State grants. If any section, subsection, subdivision, sentence, clause or phrase of this chapter conflicts with any Federal or State requirements mandated for any grant funded procurement, the applicable Federal or State requirements shall apply to that procurement."

Section 11. Section 2.16.280 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Commercial Entertainment/Excursions and Competition," is hereby amended to read as follows:

"2.16.280: COMPETITIVE PROCUREMENT EXCEPTIONS:

A. COMMERCIAL ACTIVITY/ ENTERTAINMENT/EXCURSIONS AND COMPETITION:

Commercial activity entertainment/excursions provided by the City's Recreation Division to the general public may be purchased noncompetitively by group, instructor, act name or tour agency. The negotiated prices must be at the lowest obtainable prices based on the particulars of performance/services desired. Transportation services shall be acquired by way of the competitive bidding process, unless it is an intrinsic part of the excursion as determined by the Purchasing Agent. Revenue generating agreements and Purchase Orders may be approved by the City Manager, without the prior approval of the City Council.

B. CYBER SECURITY:

The City Manager may enter into contracts for the procurement of cybersecurity-related hardware, software, and services, including but not limited to firewalls, intrusion detection and prevention systems, encryption tools, endpoint protection, secure access solutions, cybersecurity consultants, threat monitoring and response services, penetration testing, forensic investigations, and other individuals or entities possessing specialized knowledge in cybersecurity, without the prior approval of the City Council and without adherence to the procedures set forth in the city's standard purchasing ordinance."

Section 12. Section 2.16.300 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Sale in Open Market of Surplus Personal Property," is hereby amended to read as follows:

"2.16.300: SALE IN OPEN MARKET OF SURPLUS PERSONAL PROPERTY:

Surplus City property in usable condition, if each individual item's estimated value is less than Seven Thousand Dollars ($7,000.00), may be disposed of in the following manner: The Purchasing Agent shall make an investigation of the market conditions of personal property of the type declared surplus and determine prices for all surplus property, which, in his/her opinion, will be competitive with prices in the open market. The Purchasing Agent may then sell such personal property at such prices by advertising in the most appropriate means, which, in his or her opinion, will bring the greatest number of potential purchasers to include sales on a consignment basis. He or she shall cause to be published at least once, at least three (3) days before such sale, in a newspaper of general circulation, published and distributed in the City, or posted on the City's website, a notice of the sale setting forth the day it shall begin; the number of days it is to be continued, if it is to last more than one day; the place where the articles may be examined; the place where the purchase price is to be paid and the property delivered; and a general description of the type of property being sold. The terms of all such sales shall be cash in the amount of the full purchase price. The Purchasing Agent shall give a receipt to the purchaser of such property and keep a copy for the official files, and shall forward a copy of such receipt to the Finance Department, Revenue Division, together with the money so collected from the buyer. The Revenue Division shall receive and deposit such money and shall forward the information to the Finance Director who shall credit the money received from the sale of such property to the appropriate fund account."

Section 13. Section 2.16.310 of Title 2, Chapter 2.16 of the Redlands Municipal Code, titled "Sale By Bid or Auction of Surplus Personal Property," is hereby amended to read as follows:

"2.16.310: SALE BY BID OR AUCTION OF SURPLUS PERSONAL PROPERTY:

As an alternate to the method of sale in the open market, the Purchasing Agent shall, in all cases, where the estimated value of personal property is Seven Thousand Dollars ($7,000.00) or more, and may, in the sale of all other personal property, where, in his or her discretion, he or she determines it is in the best interest of the City, sell surplus personal property by means of sealed or electronic bid or public auction. In conducting an auction, the Purchasing Agent may contract with a professional auctioneer or online auction service, for either a flat or hourly fee, or a percentage of the amount of the sale, based upon that which is the common and customary method and rate for such auctioneering services. The procedure for conducting such sale shall be determined by the Purchasing Agent; provided, however, that the following are included in such procedure:

A. For personal property having a value of Seven Thousand Dollars ($7,000.00) or more, at least three (3) days before the sale, notice shall be published in a newspaper of general circulation published and distributed in the City, or posted on the City's website, containing a general description of the type of property to be sold and the time and place of such bid opening or auction.

B. That the terms of all sales shall be cash.

C. The sale by sealed or electronic bid or auction shall be to the highest responsible bidder.

D. That a receipt be given to the purchaser and a copy of such receipt, together with the money received, be deposited with the Finance Department, Revenue Division, and that the Finance Director shall credit such funds to the appropriate fund account."

Section 14. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 15. 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 in accordance with law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 15th day of July, 2025.

AYES:
NOES:
ABSTAIN:
ABSENT:

Jeanne Donaldson, City Clerk

City Council Meeting **H. 3.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Ordinance No. 2985 Amending Title 18 (Zoning Regulations) of the Redlands Municipal Code to make text amendments pertaining to: Housing Definitions; Lists of Permitted and Conditionally Permitted Uses; Adopt Development Standards for Low Barrier Navigation Centers; Adopt Development Standards for Farmworker and Agricultural Worker Housing; Adopt Development Standards for Single-Room Occupancy Facilities; Add Chapter 17012 for Urban Lot Splits to Title 17 of the Redlands Municipal Code; Add Article XVI to Chapter 18.156 for Two-Unit Development Projects on Residential Parcels; and Other various text amendments to the Zoning Regulations for Implementation of the 2021-2029 Housing Element's Work Program (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 Ordinance No. 2985.

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2985 amending Title 18 (Zoning Regulations) of the Redlands Municipal Code to make text amendments pertaining to: Housing Definitions; Lists of Permitted and Conditionally Permitted Uses; Adopt Development Standards for Low Barrier Navigation Centers; Adopt Development Standards for Farmworker and Agricultural Worker Housing; Adopt Development Standards for Single-Room Occupancy Facilities; Add Chapter 17012 for Urban Lot Splits to Title 17 of the Redlands Municipal Code; Add Article XVI to Chapter 18.156 for Two-Unit Development Projects on Residential Parcels; and other various text amendments to the Zoning Regulations for Implementation of the 2021-2029

Housing Element's Work Program.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2985.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Altheresa Rothschild, Assistant City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $295

Attachments

Ordinance No. 2985

ORDINANCE NO. 2985

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE TO MAKE TEXT AMENDMENTS PERTAINING TO: HOUSING DEFINITIONS; LISTS OF PERMITTED AND CONDITIONALLY PERMITTED USES; ADOPT DEVELOPMENT STANDARDS FOR LOW BARRIER NAVIGATION CENTERS; ADOPT DEVELOPMENT STANDARDS FOR FARMWORKER AND AGRICULTURAL WORKER HOUSING; ADOPT DEVELOPMENT STANDARDS FOR SINGLE-ROOM OCCUPANCY FACILITIES; ADD CHAPTER 17.12 FOR URBAN LOT SPLITS TO TITLE 17 OF THE REDLANDS MUNICIPAL CODE; ADD ARTICLE XVI TO CHAPTER 18.156 FOR TWO-UNIT DEVELOPMENT PROJECTS ON RESIDENTIAL PARCELS; AND OTHER VARIOUS TEXT AMENDMENTS TO THE ZONING REGULATIONS FOR IMPLEMENTATION OF THE 2021-2029 HOUSING ELEMENT'S WORK PROGRAM.

WHEREAS, the City has initiated Ordinance Text Amendment No. 361 in accordance with Chapter 18.204 of the Redlands Municipal Code; and

WHEREAS, the City Council finds that the City of Redlands faces a serious housing problem and the lack of access to affordable housing has a direct impact upon the health, safety, and welfare of the residents of the City; and

WHEREAS, the California Legislature has consistently recognized the continuing need for affordable housing in California, stating in Government Code Section 65580, that "the availability of housing is of vital statewide importance, and the early attainment of decent housing… is a priority of the highest order" and, further, that, "local… governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community"; and

WHEREAS, affordable housing is regulated by a variety of state and local laws, ordinances, and policies, and the Regional Housing Needs Assessment (RHNA) requires the City to provide for the development of a specified number of housing units. The City's Housing Production allocation for the 2021-2029 allocation cycle calls for the development of 2,234 new affordable housing units as follows: 652 units are needed for moderate-income households, 615 units are needed for low-income households and 967 units are needed for very low and extremely low-income households; and

WHEREAS, a lack of new units affordable to very-low, low and moderate-income households within the City will have a substantially negative impact because: (1) housing will have to be built far from employment centers, which will increase commuting and negatively impact traffic, air and noise pollution, and (2) the City and employers within the City will find it difficult to recruit and retain employees; and

WHEREAS, the State of California requires each city to develop a general plan establishing policies for future development. As specified in the Government Code, the general plan must: (i) encourage the development of a variety of housing types for all income levels; (ii) assist in the development of adequate housing to meet the needs of low and moderate-income households; and (iii) conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action; and

WHEREAS, the City has authority under its police power to protect the public health, safety, and welfare, by imposing land use regulations that that will provide additional housing that is affordable to all income levels that is dispersed throughout the City; and

WHEREAS, the implementation of this ordinance will aid the City in achieving the goal of making housing availability more diverse, dispersed, and affordable; and

WHEREAS, on May 6, 2025, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing by the Planning Commission; and

WHEREAS, on April 8, 2025, and May 27, 2025, the Planning Commission held a noticed public hearing and considered the testimony and written evidence submitted by City staff, the public, and other interested persons; and

WHEREAS, on May 27, 2025, the Planning Commission recommended to the City Council that Ordinance Text Amendment No. 361 be approved, in conjunction with Amendment No. 53 to the East Valley Corridor Specific Plan (Specific Plan 40) and related amendments to other residential Specific Plans in the City; and

WHEREAS, in accordance with Government Code sections 65090 and 65854, on or about June 10, 2025, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2985 would be considered by City Council; and

WHEREAS, on July 1, 2025, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2985; and

WHEREAS, adoption of the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, after closing the public hearing and deliberating upon the matter, the City Council finds that approval of the proposed text amendments to the Redlands Municipal Code and Specific Plans will be in the best interests of the public health, safety, and general welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

SECTION 1. 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 zoning code amendment may have a significant effect on the environment, insofar as it would amend text of the zoning regulations of the City and would not result in any direct or indirect physical changes to the environment within the City. Accordingly, no further environmental review is necessary.

SECTION 2. Chapter 18.08 of the Redlands Municipal Code, entitled "Definitions and Construction," is hereby amended to add Sections 18.08.527, 18.08.528, and 18.08.542, as follows:

"18.08.238: EMPLOYEE HOUSING:

A. "Employee housing" means both of the following:

1. Qualified employee housing providing accommodations for six or fewer employees, pursuant to California Health and Safety Code section 17021.5(b), shall be deemed a single-family dwelling and is allowed in residential zones. Employee housing is subject to all Municipal Codes, regulations, and other standards generally applicable to other residential dwellings of the same type in the same zone.

2. Qualified employee housing providing accommodations for seven or more employees and consisting of no more than thirty six (36) beds in group quarters or twelve (12) units or spaces designed for use by a single family or household, pursuant to Health and Safety Code Section 17021.6(b), shall be deemed an agricultural land use and is allowed in such zones for agricultural use or an equivalent agricultural district within a City approved Specific Plan. Employee housing is subject to all Municipal Codes, regulations, and other standards generally applicable to other agricultural activity in the same zone.

B. Employee housing is not included within the definition of a boarding house, rooming house, single room occupancy residence, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling.

C. Employee housing does not include housing that is provided by someone other than an agricultural employer or an agent thereof if such housing is offered and rented to nonagricultural employees on the same terms that it is offered to agricultural employees, none of the occupants of the housing are employed by the owner or property manager of the housing, none of the occupants of the housing have rent deducted from their wages,

negotiation of the terms of occupancy of the housing is conducted between each occupant and the owner or manager of the property, the occupants of the housing are not required to live in the housing as a condition of employment, and the occupants of the housing are not referred to live in the housing by the employer of the occupants or the employer's agent, or an agricultural employer.

D. "Employee" as used in this section does not include a person engaged in household domestic service or a person employed under circumstances in which his or her wages are incidental to professional training or training for a religious vocation and where the employer is exempt from taxation under the California Constitution. In addition to the requirements of this section, employee housing shall comply with the requirements of the Employee Housing Act (Calif. Health & Safety Code, section 17000 et seq.)."

"18.08.240: FAMILY:

"Family" means an individual or group of two or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit on a continuous non-transient basis. Each member of the family has access to all parts of the dwelling; interact with each other; share meals; and/or share household activities. If the dwelling unit is rented, all adult residents have chosen to jointly occupy the entire premises of the dwelling unit, under a single written lease with joint use and responsibility for the premises. Further, the makeup of the household occupying the rental is determined by the residents of the dwelling unit rather than the landlord, property manager, or agency. The term "family" shall not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, or similar group living arrangements whose association is temporary or of limited duration (i.e., school term, completion of a program, rehabilitation, etc.); nor does it include group living arrangements such as boarding houses, single-room occupancy residences, hotels, or motels. Indications that a household may not be operating as a "family" may include but are not limited to: members of the household have separate, private entrances; each member of the household has locks or deadbolts on their bedroom door; members of the household have separate food storage facilities; members have restricted access to certain portions of the dwelling; and/or lease a specific room or portion of the dwelling."

"18.08.168: COMMUNITY CARE FACILITY:

"Community care facility" has the same meaning as in California Health & Safety Code section 1502. A community care facility for not more than six persons (excluding members of the resident family or persons employed as facility staff) which may operate on a 24-hour-a-day basis within the meaning of the Community Care Facilities Act is a "dwelling" in the individual zone chapters. Whether or not unrelated persons are living together, a residential care facility that serves six or fewer persons (excluding members of the resident family or persons employed as facility staff) shall be considered a residential use of property for the purposes of these zoning regulations (Calif. Health & Safety Code, section 1568.0831). A community care facility is subject only to those restrictions that

apply to other dwellings of the same type within the same zone in the individual zone chapters."

"18.08.320: HOSPITAL:

"Hospital" means any building or portion thereof used for the in-patient accommodation and licensed medical care of sick, injured, or infirm persons, and includes sanitariums, alcoholic sanitariums, and commercial institutions for the cure of chronic drug addicts and mental patients."

"18.08.527: SUPPORTIVE HOUSING:

"Supportive housing" means either:

1. Supportive housing occupied by the target population, as those terms are defined in California Government Code section 65582; or

2. Supportive housing occupied by the target population, as those terms are defined in California Government Code section 65650.

Supportive housing is a "dwelling" in the individual zone chapters. Supportive housing occupied by the target population (as defined in Calif. Gov. Code section 65582) is subject only to those restrictions that apply to other dwellings of the same type within the same zone in the individual zone chapters. Supportive housing occupied by the target population (as defined in Calif. Gov. Code section 65650) is eligible for streamlined ministerial approval under Chapter 18.12, section 18.12.190 of this title, in zones where multifamily and mixed uses are permitted if the proposed housing development satisfies the requirements of California Government Code section 65651, subdivision (a)."

"18.08.542: TRANSITIONAL HOUSING:

"Transitional housing" has the same meaning as in California Government Code section 65582. Transitional housing is a "dwelling" in the individual zone chapters. Transitional housing is subject only to those restrictions that apply to other dwellings of the same type within the same zone in the individual zone chapters."

SECTION 3. Redlands Municipal Code Section 18.20.030 for the Agricultural (A-1) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the A-1 district include:

Accessory public parking areas which serve existing public facilities such as parks, trails or linear parks, or similar public uses, pursuant to the review procedures set forth in section 18.12.190 of this title for lots containing ten thousand (10,000) square feet or less or twenty (20) spaces or fewer. In this instance, "accessory" shall mean that the parking area is accessory to the existing land use of either park, trail or linear park, or similar public use.

Apiaries, provided that no hives or boxes housing bees are kept closer than three hundred feet (300') from any dwelling other than that occupied by the owner of the apiary.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Farms or ranches for the grazing, breeding or raising of not more than two (2) horses, cattle, goats or sheep per acre. Except for the keeping of up to three (3) horses, as provided for in sections 18.44.020 through 18.44.050 of this title of the R-1 zone, no animal(s) shall be housed or corralled closer than five hundred feet (500') from any existing residence in the R-1, R-1-D, R-2, R-2-2000 or R-3 zone, or one hundred feet (100') from any property line.

Farmworker and agricultural worker housing, consisting of no more than 12 units or 36 beds, in accordance with Article XIV of Chapter 18.156 of this title.

Horse boarding.

Orchards, groves, nurseries, the raising of field crops, tree crops, berry crops, bush crops, truck gardening and commercial flower growing.

Single-family residences; provided, however, that there shall be not more than two (2) dwellings on each parcel of five (5) acres or more. Where parcels of land are already subdivided into parcels less than five (5) acres in area, there shall be permitted one dwelling for each lot, provided the lot contains dimensions and an area equivalent to the closest single-family residential zone.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title.

The sale of fruit, vegetables, produce, flowers and other similar products grown on the property; provided, however, that roadside stands used for such sales shall not exceed five hundred (500) square feet."

SECTION 4. Redlands Municipal Code Section 18.21.030 for the Agricultural (A-1-20) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Permitted uses in the A-1-20 zone are:

Apiaries, provided that no hives or boxes housing bees shall be kept closer than three hundred feet (300') from any dwelling other than that occupied by the owner of the apiary.

Farms or ranches for the grazing, breeding or raising of not more than two (2) horses, cattle, goats or sheep per acre. Except for the keeping of up to three (3) horses, as provided for in sections 18.44.020 through 18.44.050 of this title, no animal(s) shall be housed or corralled closer than five hundred feet (500') from any existing residence in the R-1, R-1-D, R-2, R-2-2000 or R-3 zone, or one hundred feet (100') from any property line.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Farmworker and agricultural worker housing, consisting of no more than 12 units or 36 beds, in accordance with Article XIV of Chapter 18.156 of this title.

Orchards, groves, nurseries, the raising of field crops, tree crops, berry crops, bush crops, truck gardening and commercial flower growing.

Single-family residences; provided, however, that there shall be not more than two (2) dwellings on each parcel of twenty (20) acres or more. Where parcels of land are already subdivided into parcels less than twenty (20) acres in area, there shall be permitted one dwelling for each lot, provided the lot contains dimensions and an area equivalent to the closest single-family residential zone."

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 5. Redlands Municipal Code Section 18.24.030 for the Estate Agricultural (A-2) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the A-2 district include:

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Farmworker and agricultural worker housing, consisting of no more than 12 units or 36 beds, in accordance with Article XIV of Chapter 18.156 of this title.

Keeping of horses; provided, that stables and corrals for horses are kept not less than forty feet (40') from dwellings on the property, and not less than forty feet (40') from side property lines and streets, and not less than one hundred feet (100') from all other structures used or intended for human occupancy, and not less than one hundred feet (100') from a future residential building site, and not less than one hundred feet (100') from a public park or schools, and further:

A. Evergreen planting screens, or other protective devices, shall be required on property lines when minimum distances are used,

B. No grazing shall be permitted in any required yard,

C. Lot area for one horse shall not be less than twenty five thousand (25,000) square feet, with fifteen thousand (15,000) square feet additional lot area for each additional horse,

D. No more than three (3) horses may be kept on any lot or parcel.

Orchards, groves, nurseries, the raising of field crops, tree crops, berry crops, bush crops, truck gardening, and commercial flower growing; provided, however, that such uses are on a premises not less than five (5) acres in size.

Single-family dwellings, not more than one dwelling for each lot.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title.

The sale of fruit, vegetables, produce, flowers and other similar products grown on the property; provided, however, that roadside stands used for such sales shall not exceed five hundred (500) square feet."

SECTION 6. Redlands Municipal Code Section 18.28.030 for the Rural Residential (R-R) District, entitled "Permitted Uses," is hereby amended to read as follows:

"18.28.030: PERMITTED USES:

Principal permitted uses in R-R Districts include:

Uses permitted in the A-2 Estate Agricultural District, provided the area of the lot is not less than that required in the A-2 District.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Keeping of horses; provided, that stables and corrals for horses are kept not less than forty feet (40') from dwellings on the property and not less than forty feet (40') from side property lines and streets, and not less than one hundred feet (100') from all other structures used or intended for human occupancy, and not less than one hundred feet (100') from a future residential building site, and not less than one hundred feet (100') from a public park or schools, and compliance with the following:

A. Evergreen planting screens, or other protective devices, shall be required on property lines when minimum distances are used,

B. No grazing shall be permitted in any required yard,

C. Lot area for one horse shall not be less than twenty five thousand (25,000) square feet, with fifteen thousand (15,000) square feet additional lot area for each additional horse.

Single-family dwellings, not more than one dwelling for each lot. (Ord. 1908 § 1, 1986: Ord. 1000 § 13.60(A), 1955)

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 7. Redlands Municipal Code Section 18.29.030 for the Rural Residential Animals (R-R-A) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in R-R-A Districts include:

Accessory animal raising associated with a primary single dwelling unit.

A. Regulations Established: This section establishes regulations to allow animal raising as an accessory use to a primary single dwelling unit. Table 18.29.030(c)(1) of this section identifies the types and numbers of animals allowed. Combinations of the animal types are allowed, provided:

1. The total number in each category is not exceeded;

2. Where animal types are limited only by a maximum number per lot or unit, these animals are allowed in addition to any other accessory animal raising use. However, where animal types are limited by a ratio of animals per lot area, these animals may not be reused to allow another animal type;

3. For the purpose of this section, lots with attached multiple residential structures shall be limited to those animals allowed by table 18.29.030(c)(1) a and b of this section for lots less than seven thousand two hundred (7,200) square feet.

B. Public Health Laws: All animal raising land uses shall comply with public health laws regarding proper care and maximum number of animals.

C. Structures: Each animal raising land use includes all structures necessary to maintain and care for such animals (e.g., barn, corral, stable, pens and coops). Such structures shall comply with all development standards including those specified by the land use district and this section.

D. Distance From Human Habitation: All animals, other than cats, dogs, canaries or birds of the psittacine family, shall be maintained at least seventy feet (70'), measured in a straight line, from any structure or area used for human habitation or public assembly (e.g., parks, churches, etc.) on adjoining property and forty feet (40') for structures and area used for human habitat or public assembly that is located on site. The area of human habitation shall not include cabanas, patios (attached or detached), private garages or storage buildings.

E. Distance From Property Lines: Such animals shall maintain a clearance of at least five feet (5') from interior side and rear property lines, and fifteen feet (15') from side street rights of way, excepting an alley or bridle path, unless they comply with subsection F of this section.

F. Animal Enclosure: Animals may be maintained by a fence at least five feet (5') high and made of either chain link, wood with horizontal members no less than

six inches (6") apart, solid masonry or other appropriate solid screening and confining materials. Such a fence may be located on an interior side or rear lot line and fifteen feet (15') from a side street right of way.

G. Distance From Water Well: All animals shall be kept no closer than one hundred feet (100') from a domestic water well.

H. Conditional Use Permit: Accessory animal raising of densities greater than or of animal types different from those specified by this section shall be subject to a conditional use permit.

I. Newborn Animal Exception: Offspring of animals maintained in accordance with applicable lands and regulations which are less than four (4) months old or which have not been weaned, whichever is longer, of any animals which are maintained in compliance with the provisions of this code and any other applicable laws, ordinances and regulations shall not be subject to the maximum density or number limitations established by this title. Offspring of equestrian animals which are less than three (3) years old, for those bred on the property, are permitted. Such animals shall not be included as part of the number of allowable animals.

J. Confined Animals: Animals which are normally maintained in aquariums, terrariums, vivariums, birdcages or similar devices each of which does not exceed fifty (50) cubic feet and where such devices are maintained within an enclosed building shall be allowed as an accessory animal raising use. The maximum number or density limitations for these animal types shall comply with public health regulations.

K. Types And Number Of Animals Allowed: Table 18.29.030(c)(1) of this section identifies the types and number of animals allowed as follows:

TABLE 18.29.030(c)(1)

Animal Type	Minimum Lot Area	Maximum Density Or Number
a. Dogs/cats	Less than 7,200 7,200 - 9,999 10,000 - 19,999 20,000+	2 per lot or unit 3 per lot or unit 4 per lot or unit 5 per lot or unit[1]
b. Chickens or similar fowl (hens only) or rabbits and other small animals	Less than 7,200 7,201 - 9,999 10,000 - 20,000 20,000+	2 per lot 3 per lot 4 per lot 1 per 2,000 square feet (maximum of 9 per species per lot)

Male fowl	1 acre	Maximum of 9 per lot with no more than 2 of any species
c. Sheep and/or goat (female)	7,200 - 9,999	1 per lot
Sheep and/or goat (female)	10,000	1 per 5,000 square feet
Sheep and/or goat (male)	20,000+	1 per lot (cumulative total of sheep and goats is 9)
d. Cattle, buffalo, horses and other large animals	20,000 square feet with 60 foot frontage	1 per 10,000 square feet with a maximum of 9 (cumulative total cannot exceed 9)

Note:
1. Requires conditional use permit for a kennel. For the purposes of this zone a "kennel" is defined as 5 or more cats or dogs and supersedes the definition of kennel as described in section 18.08.350 of this title.

L. Prohibited Animals: No person shall offer for sale, give away, or bring into the R-R-A zone any lion, tiger, bear, wolf, cougar, or any other wild undomesticated animal as defined in section 6.16.010 of this code. All such animals may be impounded subject to the provisions of section 6.16.010 of this code.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Single-family dwellings, not more than one dwelling for each lot and uses permitted in the A-2, agricultural district, provided the area of the lot is not less than that required in the A-2 district. (Ord. 2190, 1992)

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 8. Redlands Municipal Code Section 18.32.020 for the Residential Estate (R-A) District, entitled "Permitted Uses," is hereby amended to read as follows:

"A. In the R-A District, no building, structure or land shall be used, and no building or structure shall be hereafter erected, structurally altered or enlarged, except for the following purposes.

B. Permitted uses include:

Uses permitted in the A-2 Agricultural District, provided the area of the lot is not less than that required in the A-2 District.

Churches, subject to a conditional use permit.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Keeping of horses, provided that stables and corrals for horses are kept not less than forty feet (40') from dwellings on the property and not less than forty feet (40') from side property lines and streets, and not less than one hundred feet (100') from all other structures used or intended for human occupancy, and not less than one hundred feet (100') from a future residential building site, and not less than one hundred feet (100') from a public park or schools, and further:

1. Evergreen planting screens, or other protective devices, may be required on property lines when minimum distances are used, and further

2. No grazing shall be permitted in any required yard, and further

3. Lot area for one horse shall not be less than twenty five thousand (25,000) square feet, with fifteen thousand (15,000) square feet additional lot area for each additional horse, and further

4. No more than three (3) horses may be kept on any lot or parcel, subject to the housing provisions of this use.

Private greenhouses or horticultural collections incidental to the residential use of the premises.

Public schools, parks and playgrounds, subject to review and approval by the commission.

Single-family residential use, not more than one dwelling unit per lot.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 9. Redlands Municipal Code Section 18.33.030 for the Residential Estate Animals (R-A-A) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the R-A-A Districts include:

Uses permitted in the A-2, Agricultural District, provided area of the lot is not less than that required in the A-2 District.

Accessory animal raising associated with a primary single dwelling unit. Animal raising as permitted in subsection 18.29.030(C) of this title.

Churches, subject to a conditional use permit.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Private greenhouses or horticultural collections incidental to the residential use of the premises.

Public schools, parks and playgrounds, subject to review and approval by the commission.

Single-family residential use, not more than one dwelling unit per lot.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 10. Redlands Municipal Code Section 18.36.020 for the Residential Estate (R-E) District, entitled "Permitted Uses," is hereby amended to read as follows:

"No building, structure or land shall be used, and no building or structure shall be hereafter erected, structurally altered or enlarged, except for the following purposes:

Uses permitted in the R-A District, subject to the property development standards of the R-A District.

Single-family residential uses, not more than one dwelling unit per lot.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 11. Redlands Municipal Code Section 18.40.030 for the Suburban Residential (R-S) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the R-S District include:

Uses permitted in the A-2 Estate Agricultural District, provided the area of the lot shall be not less than that required in the A-2 District.

Accessory structures for the purpose of maintaining agricultural uses of less than five (5) acres with no expansion of the agricultural use.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Keeping of horses; provided that stables and corrals for horses are located not less than forty feet (40') from any dwelling on the property and not less than fifty feet (50') from any property lines, and not less than one hundred feet (100') from any existing or future dwelling on adjacent properties, and not less than one hundred feet (100') from a public park or school; and further:

A. The evergreen planting screens, or other protective devices, shall be provided along property lines or surrounding the corral and stable areas,

B. No grazing shall be permitted in any required yard,

C. Lot area for each horse shall be not less than one acre,

D. Not more than three (3) horses may be kept on any lot or parcel.

Single-family residential use, not more than one dwelling unit per lot.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 12. Redlands Municipal Code Section 18.44.030 for the Single-Family Residential (R-1) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the R-1 Zone include:

Uses permitted in the A-2 Residential Estate District, provided the area of the lot shall be not less than that required in the A-2 District.

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Keeping of horses, subject to the provisions of section 18.40.030 of this title.

Single-family residential use, not more than one dwelling unit per lot.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 13. Redlands Municipal Code Section 18.48.030 for the Single-Family Residential (R-1-D) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in R-1-D Districts include:

Community Care Facility, licensed or unlicensed, for up to six (6) persons.

Employee housing for up to six (6) persons, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

On existing deep lots greater than one hundred sixty feet (160') in depth, not more than two (2) single-family dwellings may be constructed in accordance with the provisions of sections 18.48.070 through 18.48.210 of this chapter.

Single-family residential uses, not more than one dwelling per lot.

Supportive and transitional housing for up to six (6) persons intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 14. Redlands Municipal Code Section 18.52.030 for the Multiple-Family Residential (R-2) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in R-2 Districts include:

Community Care Facility, licensed or unlicensed.

Employee housing, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Multiple-family dwellings either in one structure or a group of structures.

Single-family dwellings, including re-use or conversion of an existing single-family dwelling to a multifamily dwelling.

Two-family dwellings, either in one structure or in two (2) detached structures.

Single Room Occupancy facilities, subject to the provisions of chapter 18.156, Article XV, of this title.

Supportive and transitional housing intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 15. Redlands Municipal Code Section 18.52.100 for the Multiple-Family Residential (R-2) District, entitled "Density of Development," is hereby amended to read as follows:

"The maximum density in R-2 zones is two thousand nine hundred (2,900) square feet of lot area per dwelling unit. The minimum density in the R-2 zone is four thousand one hundred fifty (4,150) square feet of lot area per dwelling unit, provided all other applicable development standards are satisfied including required yards, landscape, outdoor living space, and on-site parking."

SECTION 16. Redlands Municipal Code Section 18.56.060 for the Multiple-Family Residential (R-2-2000) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the R-2-2000 District include:

Community Care Facility, licensed or unlicensed.

Employee housing, as defined in chapter 18.08 of this title.

Existing single-family dwelling (one on each lot), including re-use or conversion of an existing single-family dwelling to a multifamily dwelling.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

Multiple-family dwellings, either in one structure or a group of structures. No groups of single-family detached dwelling units may be placed on any lot or parcel of land.

Single Room Occupancy facilities, subject to the provisions of chapter 18.156, Article XV, of this title.

Supportive and transitional housing intended to serve the target population, as defined in chapter 18.08 of this title."

SECTION 17. Redlands Municipal Code Section 18.56.130 for the Multiple-Family Residential (R-2-2000) District, entitled "Density of Development," is hereby amended to read as follows:

"Population density in the R-2-2000 District shall be as follows:

A. For one- and two-story projects, the maximum density shall be two thousand five hundred (2,500) square feet of lot area per dwelling unit. The minimum density is three thousand five hundred fifty (3,550) square feet of lot area per dwelling unit, provided all other applicable development standards are satisfied including required yards, landscape, outdoor living space, and on-site parking. The requirements of this section may be modified by the City Council in a density bonus agreement entered into pursuant to California Government Code section 65915 et seq.

B. For three-story or more projects, the maximum density shall be two thousand (2,000) square feet of lot area per dwelling unit. The minimum density is two thousand

eight hundred fifty (2,850) square feet of lot area per dwelling unit, provided all other applicable development standards are satisfied including required yards, landscape, open space, and on-site parking."

SECTION 18. Redlands Municipal Code Section 18.60.030 for the Multiple-Family Residential (R-3) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the R-3 District include:

Apartment dwellings, either in one structure or a group of structures. Each structure shall contain three (3) or more dwelling units.

Community Care Facility, licensed or unlicensed.

Employee housing, as defined in chapter 18.08 of this title.

Home occupations, as defined in chapter 18.08 of this title, and subject to the provisions of chapter 18.160 of this title.

One single-family dwelling on each lot, including re-use or conversion of an existing single-family dwelling to a multifamily dwelling.

Single Room Occupancy facilities, subject to the provisions of chapter 18.156, Article XV, of this title.

Supportive and transitional housing intended to serve the target population, as defined in chapter 18.08 of this title.

Two-family dwellings, either in one structure or in two (2) detached structures."

SECTION 19. Redlands Municipal Code Section 18.60.100 for the Multiple-Family Residential (R-3) District, entitled "Density of Development," is hereby amended to read as follows:

"The maximum density in the R-3 zone is one thousand four hundred fifty (1,450) square feet of lot area per dwelling unit. The minimum density in the R-3 zone is two thousand and seventy-five (2,075) square feet of lot area per dwelling unit, provided all other applicable development standards are satisfied including required yards, landscape, outdoor living space, and on-site parking."

SECTION 20. Redlands Municipal Code Section 18.64.030 for the Administrative and Professional Office (A-P) District, entitled "Permitted and Conditional Uses," is hereby amended to read as follows:

"In the A-P zone, no building, structure or land shall be used, and no building shall hereafter be erected, structurally altered or enlarged, except for the following purposes:

A. Residential uses:

1. Uses permitted in the R-3 zone, subject to the regulations of the R-3 zone.

2. Low-Barrier Navigation Center (defined in Gov. Code Section 65660), subject to the provisions of chapter 18.156, Article XIII, of this title.

3. Supportive and transitional housing intended to serve the target population, as defined in chapter 18.08 of this title.

B. Business and professional offices:

Accounting, auditing and bookkeeping services.
Administrative headquarters.
Architectural and engineering services.
Business and management consulting services.
Business associations.
Federal, state, county and local government offices.
Insurance offices.
Law offices.
Photographic studios.
Professional membership associations.
Real estate offices.
Secretarial and clerical services.
Travel agencies.

C. Medical and health services:

Chiropractors.
Day spas.
Dentists and oral surgeons.
Medical, dental and biological laboratories and therapeutic clinics.
Medical massage therapy, provided:

1. A minimum of eighty percent (80%) of the establishment's clients are from referrals by state licensed healthcare providers,

2. The establishment's records are kept on the premises and made accessible to the city upon request for compliance with item 1 of this use.

Optometrists.
Physicians and surgeons.

D. Uses permitted by conditional use permit:

Charitable organizations.
Libraries.
Mixed residential and nonresidential uses; provided the following items are to be included in the submittal of:

1. A statement or plan setting forth the maximum number of employees. The number of employees may not be increased unless the applicant applies for a revised conditional use permit.

2. A parking plan or layout indicating that:

a. Parking for the residential unit(s) shall be provided on site in addition to that required for the office use(s) or by evidence of an agreement for off site parking acceptable to the city.

b. On site parking is prohibited in the front setback area.

3. Proposed signage.

Mortuaries.

Museums and art galleries.
Places of worship.
Prescription and pharmacy services.
Social and fraternal organizations."

SECTION 21. Redlands Municipal Code Section 18.92.040 for the General Commercial (C-3) District, entitled "Permitted Uses," is hereby amended to read as follows:

"Permitted uses in the C-3 zone are:

Uses permitted in the C-1 and C-2 zones.

Auto sales and service establishments, providing all operations, including sales, display, storage and repair work are conducted within completely enclosed buildings, including:

Auto parts and accessory stores.
New auto sales.
Used auto sales.

Clubs, schools and studios, including:

Art schools or studios.
Beauty and barber colleges.
Business schools.
Clubs, lodges and similar organizations.
Dance and drama schools or studios.
Gymnasiums and health studios.
Language schools.
Music schools or studios.
Swimming schools.
Weight loss and diet centers, nonmedical.

Entertainment establishments, including:

Social halls, no alcohol sales.
Theaters.
Financial establishments, including:
Banks.

Finance offices.
Savings and loan associations.
Stockbrokers.
Trust companies.
Hotels.

Retail stores, including:

Antique or curio shops.
Art shops.
Department stores.
Drapery.
Floor covering.
Furniture and appliances.
Furrier.
Garden and farm supplies, but not including open air sales or storage.
Grocery; without alcohol beverage sales.
Interior decorators' studios.
Locksmith shops.
Mail order.
Music and records.
Office equipment and stationery.
Pet and pet supply uses. Ancillary pet boarding services are permitted in conjunction with pet and pet supply, subject to the following criteria:

A. The gross floor area of the pet business shall not exceed five thousand (5,000) square feet;

B. The ancillary pet boarding service area shall be limited to twenty five percent (25%) of the gross floor area of the business but in no event shall exceed one thousand (1,000) square feet;

C. Each animal shall be provided a primary enclosure that provides adequate space, as required by California Health And Safety Code section 122350(a);

D. Noise produced by the proposed use shall not exceed the limits set in title 8, chapter 8.06 of this code. Sufficient soundproofing shall be provided to prevent noise and vibrations from penetrating into adjacent properties;

E. Emergency after hour contact information shall be provided to the city's police department and posted in a publicly visible location within the facility;

F. Waste disposal facilities shall be adequate to ensure sanitary conditions; and

G. A separate and isolated ventilation system shall be provided for the pet boarding area.

Sporting goods.

Service establishments and offices, including:

Blueprinting, duplicating, photocopying and addressing.
Business and professional offices, as listed in subsections 18.64.030 B and C of this title.
Catering.
Dry cleaning establishments, using nonflammable fluids and having not more than two (2) cleaning machines with a rated capacity not over forty (40) pounds each.
Employment agencies.
Furniture upholstery.
Governmental agencies.
Libraries.
Low-Barrier Navigation Center, subject to the provisions of chapter 18.156, Article XIII, of this title.
Photographers.
Restaurants; with or without alcohol sales.
Specialty food markets, no alcohol sales.
Tailors.
Tanning salons.
Service stations, no alcohol beverage sales; all merchandise must be displayed within the building."

SECTION 22. Redlands Municipal Code section 18.92.080, entitled "Conditional Uses," to read as follows:

"A. In the C-3 zone, the following uses may be permitted subject to approval of a conditional use permit:

Uses listed in chapter 18.192 of this title.
Audio and film production studios and schools.
Auto repair establishments; no open service bays shall face a public street, or they shall be screened.
Automobile parking garages and lots, public or private.
Beer and wine stores.
Bus terminals and similar transit facilities.
Commercial amusement establishments, such as skating rinks, bowling lanes, amusement machine arcades, pool halls, dance halls, nightclubs, cocktail lounges, taverns and beer and wine bars.
Drive-in stores, such as cleaner, liquor, milk and food.
Drive-through sales and/or service.
Frozen food locker.

Grocery; with alcohol beverage sales.
Hospitals and sanatoriums.
Mechanical or self-service auto wash.
Mortuaries or funeral homes.
Motels.
Open air sales, display and storage, including:

Miniature golf and similar commercial amusement establishments.
New or used auto, motorcycle and boat sales.

Swimming pools, commercial.
Tool and equipment sales or rental.
Service stations with alcohol beverage sales; all merchandise must be displayed within the building.
Social halls, with alcohol beverage sales.
Specialty food markets with alcohol beverage sales.

B. Residential uses are permitted subject to approval of a conditional use permit and (i) may be combined with nonresidential uses as a mixed use development, or (ii) be developed as a multifamily-attached residential project, in an existing building or an entirely new building provided:

1. The residential density permitted shall be that allowed by the R-3 district; provided, however, that for projects deemed exempt from the "Principles of Managed Development" (section 4.2A) of the City's General Plan, pursuant to section 4.2B, for the reason that the project is determined to be development directly related to a proposed rail station, the floor area ratio shall govern the density/intensity of the project; and

2. For mixed use and multifamily attached residential projects on a property, all or part of which is within a one-half (½) mile radius of a train station, required parking for the residential units shall be provided on site in accordance with subsection (a) below, in addition to that required for the commercial uses in accordance with subsection (b) below. Residential guest spaces and commercial spaces may be shared.

(a) Residential attached units (apartments, condominiums, townhomes):

i. Units up to 999 sq. ft.: 1.0 space per unit.
ii. Units 1,000 to 1,499 sq. ft.: 1.5 space per unit.
iii. Units 1,500 sq. ft. or more: 2.0 space per unit.
iv. Guests: 0.25 space per unit
v. Live/Work units up to 1,499 sq. ft.: 1.0 space per unit.
vi. Live/Work units 1,500 sq. ft. or more: see Commercial.

(b) Commercial uses (retail, restaurant, office, personal services, and neighborhood-serving uses) within mixed use multi-tenant buildings:

i. Ground floor: 1 space per 300 sq. ft. of gross ground floor building area.
ii. Upper floors: 1 space per 350 sq. ft. of gross upper floor building area.

3. For mixed use projects on a property not within a one-half (½) mile radius from a train station, required parking for the residential units shall be provided on site, in addition to that required for the commercial uses, in accordance with Chapter 18.164 of this Title 18, except that up to fifty percent (50%) of the required guest parking spaces for the residential units may jointly use the required parking spaces for the commercial uses.

4. Single Room Occupancy facilities may be conditionally permitted, subject to the provisions of chapter 18.156, Article XV, of this title."

SECTION 23. Redlands Municipal Code Section 18.192.020, entitled "Specific Uses Permitted Subject to Conditional Use Permit," is hereby amended to read as follows:

"A. Uses listed in the city's zones as "uses permitted subject to a conditional use permit" may be permitted in such zones pursuant to the provisions of this chapter.

B. The following uses may be permitted in any zone, except where expressly prohibited, when such uses are determined by the city to be essential or desirable for the public health, safety and welfare in accordance with the provisions of this chapter:

Airport, heliport.
Cemeteries, columbariums, mausoleums.
Convalescent homes, board and care homes.
Development of natural resources (excluding drilling for or producing oil, gas or other hydrocarbon substances or the production of rock and gravel), together with the necessary buildings, apparatus or appurtenances incident thereto.
Educational institutions, public or private.
Golf courses, excepting driving ranges and miniature courses.
Governmental enterprises.
Hospitals and medical clinics.
Meeting places of nonprofit civic groups or community organizations other than social or fraternal clubs.
Neighborhood stores and shopping centers.
Planned residential developments, subject to the provisions of chapter 18.144 of this title.
Problem areas. In those areas that are so located that their relationship to other uses of land or to topographical features, or where existing land subdivision patterns make use for the zoned purposes impractical, and where one particular use would be reasonable and desirable, the commission may determine such a use, if otherwise permitted by ordinance, to be reasonable.
Public utility structures and service facilities.
Religious places of worship.
Transitional uses. A use, or combination of uses that will provide an orderly bridge between more intensive and less intensive uses:

1. Adjacent to commercial districts, excepting C-1 and C-2: Administrative and professional offices, off street parking, motels and hotels; no retail sales are permitted unless proposed in conjunction with a complex of uses whereby the adjacent residential districts are buffered by the uses specifically listed as permitted,

2. Adjacent to industrial districts: Administrative and professional offices, and off street parking; no retail sales are permitted,

3. Adjacent to administrative-professional districts: Off street parking, and administrative and professional offices, provided property abuts a major or secondary highway and is not separated from the A-P district by a street."

SECTION 24. Redlands Municipal Code Chapter 18.12 (Administrative Provisions), Section 18.12.190, entitled "Exceptions to Review Process," is hereby amended to read as follows:

"18.12.190: EXCEPTIONS TO REVIEW PROCESS:

The following projects may be administratively approved by the development services director and, at the discretion of the development services director, may not be required to be reviewed by the planning commission as otherwise provided for in this chapter:

A. Residential construction of triplex and fourplex projects;

B. Housing developments that include a minimum of twenty percent (20%) of units as housing affordable to lower-income households, on sites being used to meet the current Regional Housing Needs Allocation (6th Cycle Housing Element) that represent "reuse sites" previously identified in a prior Housing Element and on sites that are being or have been rezoned to accommodate the lower-income RHNA (pursuant to Calif. Gov. Code section 65583.2), shall be reviewed and approved administratively by the Director;

C. Supportive housing that qualifies as a use by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed supportive housing development satisfies the requirements of California Government Code section 65651, subdivision (a).

D. Office, commercial and industrial projects as follows:

1. New construction which is under five hundred (500) square feet in area and does not exceed one story.

2. Additions to existing one-story developments, which are less than five hundred (500) square feet in area, and do not exceed fifty percent (50%) of the existing floor area.

3. Accessory public parking areas at public facilities in the A-1 agricultural district containing a maximum area of ten thousand (10,000) square feet or twenty (20) parking spaces, whichever is less, and provided that such use conforms to the minimum standards set forth in section 18.164.315 of this title for parking and

subsection 18.168.210F of this title for landscaping. Prior to approval of an accessory parking lot by the development services director, a notice shall be sent to all adjacent property owners of the proposed site at least ten (10) calendar days in advance of a decision by the development services director. Any interested party may request a public hearing in writing within ten (10) calendar days of the date of the city's notice. If a public hearing is requested, the development services director shall conduct a public hearing and approve, conditionally approve, or deny the project. If no public hearing is requested, the development services director shall approve, conditionally approve, or deny the project. The decision of the development services director shall be final unless appealed to the planning commission within ten (10) days. Upon appeal, the planning commission shall conduct a public hearing and approve, conditionally approve, or deny the project. The decision of the planning commission may be appealed to the city council."

SECTION 25. Redlands Municipal Code Chapter 18.12 (Administrative Provisions) is hereby amended to add Section 18.12.200, entitled "Development of Non-Vacant Sites," to read as follows:

"18.12.200: DEVELOPMENT OF NON-VACANT SITES:

For any development project proposed on a non-vacant site containing one or more dwelling units that have been occupied at any time during the previous thirty-six (36) months preceding the filing of an application for development, the developer shall be required to prepare and submit a housing displacement prevention plan. The displacement prevention plan shall be prepared by a qualified consultant, for any proposed development on a non-vacant site shall contain the following information: identifies the number, type(s), and income levels of any existing dwelling units on the proposed project site; the number of persons or residents affected; an interim plan and proposal to house any persons that will be displaced during any phase of the proposed project; requires the replacement of units affordable to the same or lower income level as a condition of any residential development; and any additional data or information required by the City."

SECTION 26. Redlands Municipal Code Chapter 18.156 (Development Standards for Specific Uses) is hereby amended to add Article XIII, entitled "Low Barrier Navigation Center," and read as follows:

"ARTICLE XIII. LOW-BARRIER NAVIGATION CENTERS

18.156.1010: PURPOSE OF PROVISIONS:

The purpose of this Article is to implement the provisions of Government Code Section 65660 et seq. relating to Low Barrier Navigation Centers.

18.156.1020: DEFINITIONS:

A. Low-Barrier Navigation Centers. A Housing First facility that provides permanent or temporary housing, low-barrier, service-enriched shelter focused on moving people into

permanent housing while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

B. Low Barrier. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

1. The presence of partners or co-habitants if it is not a population-specific site (such as limited to survivors of domestic violence, crimes, women, or youth).
2. Allowing personal pets.
3. Allowing the storage of personal possessions.
4. Providing privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

C. Use by Right. "Use by right" has the meaning defined in subdivision (i) of California Government Code Section 65583.2. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low-Barrier Navigation Center constructed or allowed by this section.

18.156.1030: APPLICABILITY:

The provisions of this chapter shall apply to all low-barrier navigation center projects.

Section 18.156.1040: ALLOWED ZONES:

Low barrier navigation centers shall be allowed as a permitted use in areas zoned for mixed uses that allow commercial uses; and nonresidential zones that permit multifamily residential developments provided they meet the requirements of Section 18.156.1060.

18.156.1050: PERMIT REQUIRED:

A building permit, certificate of occupancy, and/or zone clearance review is required prior to establishment of any low-barrier navigation center project. The permit or zone clearance shall be a ministerial action without discretionary review or a hearing. If site development or new construction is proposed that meets the criteria of RMC Chapter 18.12 (Sections 18.12.070 through 18.12.190), then a Commission Review and Approval permit shall be required for site plan approval (and a public hearing shall not be required unless a related permit or other entitlement requires a public hearing in accordance with the zoning regulations). The City shall notify a developer whether the developer's application is complete within thirty (30) days, pursuant to California Government Code Section 65943. Action shall be taken within sixty (60) days from the date an application has been deemed complete.

18.156.1060: DEVELOPMENT AND OPERATIONAL STANDARDS:

A low-barrier navigation center development is a use by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, if it meets the following requirements:

A. Connected Services. It offers services to connect people to permanent housing through a services plan that identifies services staffing.

B. Coordinated Entry System. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

C. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

D. Homeless Management Information System. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations."

SECTION 27. Redlands Municipal Code Chapter 18.156 (Development Standards for Specific Uses) is hereby amended to add Article XIV, entitled "Farmworker and Agricultural Worker Housing," and read as follows:

"ARTICLE XIV. FARMWORKER HOUSING STANDARDS

In addition to all other applicable requirements of this title, farmworker and agricultural worker housing shall be developed and operated in accordance with the following requirements.

18.156.1100: PURPOSE:

A. Under Section 65580(a) of the Government Code, the Legislature has declared that the availability of housing, including farmworker housing, is of vital statewide importance. The purpose of this section is to promote the development of, and to establish development standards for, farmworker housing, which is available to farmworkers and agricultural workers who are employed on a full-time, full-time seasonal, temporary, or part-time basis; and their families. Farmworker and agricultural worker housing includes:

1. Farmworker Dwelling Units: Pursuant to Health and Safety Code section 17021.6, employee housing for six (6) or fewer employees is treated as a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone.

2. Farmworker Housing Complex: Employee housing consisting of no more than twelve (12) units or thirty-six (36) beds to be permitted in the same manner as other agricultural uses in the same zone.

3. Temporary trailers for seasonal and temporary farmworkers pursuant to Section 18.156.1160.

18.156.1110: DEFINITIONS:

A. "Agricultural Worker Housing" means housing occupied by farmworkers or animal caretakers in the form of farmworker dwelling units, farmworker housing complexes, or temporary trailers in accordance with the provisions of this Article.

B. "Farmworker" and "agricultural worker" means the same as "agricultural employee" as defined in Section 1140.4(b) of the California Labor Code.

C. "Farmworker dwelling unit" means a single-family residential unit occupied by a maximum of six (6) farmworkers at any one time. The farmworkers are employed full-time and working on the same lot on which the dwelling unit is located, or employed on other land that is under the same ownership or lease as the subject lot.

D. "Farmworker housing" means a housing accommodation developed for and/or provided to farmworkers and agricultural workers, and shall consist of any living quarters, dwelling, boarding house, barracks, bunkhouse, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodation maintained in one or more buildings and on one or more sites. Farmworker housing shall consist of either a farmworker dwelling unit, farmworker housing complex, or temporary trailer.

E. "Farmworker housing complex" means farmworker housing other than a farmworker dwelling unit that (1) contains a maximum of thirty-six (36) beds if the housing consists of any group living quarters, such as barracks or a bunkhouse, and is occupied exclusively by farmworkers; or (2) contains a maximum of twelve (12) residential units occupied exclusively by farmworkers and their households, if the housing does not consist of any group living quarters. The units are rented to persons who are principally employed within San Bernardino County for activities associated with agriculture.

F. "Farmworker, Principally Employed" means a farmworker whose income from activities associated with agriculture is at least fifty (50) percent of their gross personal income, as reflected in documents cited in Section 18.156.1170.

18.156.1120: PERMITTING AND DEVELOPMENT STANDARDS FOR FARMWORKER HOUSING:

All farmworker housing shall comply with the setback, lot coverage, height, and other development standards applicable to the zone in which it is located and the following development standards, unless otherwise indicated in this Article.

18.156.1130: GENERAL PROVISIONS:

A. New farmworker housing shall not be located on land classified as "Prime" or "Statewide" Importance by the California Department of Conservation Important Farmland Inventory, unless no other feasible alternative location exists on-site.

B. Farmworker housing shall not be located on areas utilized for active crop production on the parcel, unless approved with a land use entitlement.

C. New farmworker housing shall be clustered together, if feasible, and sited near existing road and other structures to reduce grading, landform alteration, the need for construction of new roads, and potential impacts to agricultural soils and operations.

D. New exterior lighting for agricultural worker housing shall be of a low profile and limited to security needs only; all exterior lights shall be directed downward and fully shielded from streets and any off-site residences.

18.156.1140: DEVELOPMENT STANDARDS FOR FARMWORKER HOUSING:

Farmworker dwelling units are subject to the following development standards:

A. Farmworker dwelling units may be permitted (with a building permit, if applicable) if the maximum number of allowable units does not exceed the limits listed below in Table 18.156-XIV-A for that lot.

B. No more than four (4) farmworker dwelling units shall be located on any single lot.

C. New farmworker dwelling units shall not exceed 1,800 square feet in gross floor area. An attached accessory structure, either habitable or non-habitable, with internal access to the farmworker or animal caretaker dwelling unit shall count toward the total square footage of the dwelling unit.

D. Pre-manufactured or mobilehome dwelling units intended as permanent housing shall be installed on a permanent foundation and shall provide permanent utility connections (potable water, sewer line, electricity, etc.) including permanent heating and cooling facilities.

E. Single-family dwellings, including mobilehomes, shall provide a minimum of one off-street parking space per unit. Parking areas shall be provided in accordance with Chapter 18.164, Article III (Property Development Standards), except Section 18.164.310 may be waived or modified by the Development Services Director or Planning Commission.

Table 18.156-XIV-A: Maximum Allowable Farmworker and Animal Caretaker Dwelling Units	
Agricultural Land Use	*Maximum Allowable Farmworker and Animal Caretaker Dwelling Units*
Orchards, vineyards, and field crops	One unit per 20 acres in crops
Irrigated row crops and field-grown plant materials	One unit per 10 acres in crops
Greenhouses	One unit per 1 acre of propagating greenhouse
Horse ranches and equestrian facilities	One unit per 10 brood mares, or one unit per 25 equines, where a stall exists for each animal.

18.156.1150: STANDARDS FOR FARMWORKER HOUSING COMPLEX:

A. Farmworker housing complex facilities are a group of structures, or a single structure in the form of single-room occupancy, dormitories, boarding houses, barracks or bunkhouses, consisting of either individual or shared facilities for the purpose of providing housing or services for farmworkers. These facilities may be designed as a combination of sleeping rooms or bunk beds and may include a shared kitchen, mess hall, and bathroom facilities. If designed as group quarters with shared facilities, the housing shall only be occupied by individual farmworkers and not their families. Farmworkers with families or dependent children shall occupy individual dwelling units with independent living facilities (kitchen and bathroom facilities), not within group quarters.

B. Minimum Parcel Size. A farmworker housing complex is allowed on parcels with a minimum size of five (5) contiguous acres.

C. A farmworker housing complex shall be prohibited in any location designated as a Very High Fire Hazard Severity Zone.

D. Units in a farmworker housing complex may include studios, one-, two- or three-bedrooms.

E. Accessory structures for use by the residents may include: kitchen facility or dining hall; laundry facilities; enclosed individual storage for each resident or dwelling unit; and facilities primarily used to provide residents with information regarding and referral to employment, social and community, education, health and other services.

F. Open Space Requirements: When the development includes more than twelve (12) units, then recreational facilities and outdoor living space shall be provided for the benefit and recreational use of the residents in accordance with the requirements of section 18.60.170 of this title.

G. Housing complexes or group quarters shall provide a minimum of one off-street parking space per four beds. Parking areas shall be provided in accordance with Chapter 18.164, Article III (Property Development Standards), except Section 18.164.310 may be waived or modified by the Development Services Director or Planning Commission.

18.156.1160: STANDARDS FOR FARMWORKER TEMPORARY TRAILERS:

A. A maximum of one (1) temporary trailer may be used to provide housing for seasonal or temporary farmworkers or animal caretakers, and their families, on a limited term basis. The trailer must be located on the same lot where the farmworkers or animal caretakers are employed.

B. Permit Type and Requirements:

1. A qualifying temporary trailer shall be permitted with a building permit and Zoning Clearance form, which will serve as a ministerial Limited Term Trailer Permit, permitted for a maximum of one hundred eighty (180) consecutive calendar days or fewer in any 12-month period pursuant to the following:

a. The permit application shall include a description of the number of seasonal or temporary farmworkers or animal caretakers to occupy the temporary trailer, the area of cultivation and crops requiring these workers, and the time period for which seasonal or temporary farmworkers or animal caretakers are required.

b. The permit application shall clearly identify the location of sewer connections, dump stations, or otherwise demonstrate adequate sewage disposal by, for example, including a plan or contract for regular service through registered or permitted septage pumping vehicles, or a combination thereof, which will serve the trailer.

c. In addition to meeting all ministerial and Zoning Clearance application requirements, the applicant shall submit an affidavit in a separate signed statement affirming that the temporary trailer will only be used to house seasonal or temporary farmworkers or animal caretakers solely employed on the site for agricultural production or animal keeping.

d. After the issuance of a Zoning Clearance authorizing use of the temporary trailer as housing for seasonal or temporary farmworkers or animal caretakers, all electrical and plumbing connections to the trailer(s) must be approved and inspected (and obtain a building permit, if required) by the Building and Safety Division prior to occupancy of the trailer.

2. The Development Services Director may extend a Limited Term Trailer Permit by an additional ninety (90) days, on a one-time basis, provided that the applicant submits documentation to justify the additional seasonal employment necessary for the agricultural activity.

C. General Requirements:

1. A maximum of one temporary trailer will be allowed on any lot.

2. The temporary trailer must be a motor home, travel trailer, truck camper, recreational vehicle, or camping trailer, that is self-contained and habitable, and that is either self-propelled, truck-mounted, or permanently towable on roadways without a permit under the California Vehicle Code.

3. A temporary trailer used to house seasonal or temporary farmworkers or animal caretakers shall be occupied for no more than one hundred eighty (180) consecutive calendar days in any 12-month period, unless the permit is extended pursuant to Section 18.156.1160(B)(2) above.

4. The maximum size of a temporary trailer occupying a space on the lot shall be three hundred (300) square feet of living area. Living area does not include built-in equipment such as wardrobes, closets, cabinets, kitchen units or fixtures, or bath and toilet rooms.

5. The temporary trailer must be "habitable" by meeting all of the following criteria:

a. The temporary trailer must contain sleeping, cooking, bathing, and sanitary facilities;

b. The temporary trailer must either contain an adequate source of potable water through an internal tank or be connected to a permanent source of potable water;

c. Composting toilets are not allowed. The temporary trailer's wastewater must be disposed of by one of the following means:

i. Through a connection to an existing sewer utility connection; or

ii. Through the use of an incorporated wastewater tank that is located within or outside the vehicle, provided that such tank is regularly serviced, for the duration of the vehicle's use as temporary housing, by a wastewater disposal provider, or a septage pumping vehicle. The permittee shall provide proof of such regular wastewater disposal service, in the form of a contract or receipts, to the Planning Division or Building & Safety Division upon request.

d. The temporary trailer must be connected to an approved electrical source. Acceptable electrical connections include the use of an existing electrical source on the lot or a temporary power pole. Generators are not considered an approved electrical source; and

e. Heating and cooling facilities shall be in accordance with those associated with trailers, or equipment initially installed or designed for trailers. No temporary heating facilities will be allowed.

6. Utility conduits shall be installed underground in conformance with applicable state and local regulations.

7. When the temporary trailer is not in use, utilities shall be disconnected, and such housing shall be removed from the site or stored during the remainder of the year. The temporary trailer shall be removed from the site within five days of the expiration of the permitted period. It may be stored on-site for the remaining days of the calendar year if screened from public view and stored in a rear yard. A temporary trailer stored on-site shall be covered when not in use.

D. Site Design Criteria:

1. Building height and setbacks shall be as prescribed in the applicable zone, except where Title 25 of the California Administrative Code is more restrictive.

2. The temporary trailer shall be located a minimum of six feet (6') from any other structure on the lot.

3. Roadways and vehicle pads shall not be permitted in areas of natural slope inclinations greater than fifteen percent (15%) or where grading would result in slope heights greater than ten feet and steeper than 2:1.

4. One picnic table, and a grill (without any open flame if located in a High Fire Hazard Area) may be provided on a level, landscaped front yard area.

18.156.1170: EMPLOYMENT CRITERIA, VERIFICATION, AND ENFORCEMENT:

A. Occupancy Restrictions for Agricultural Worker Housing

1. Farmworker housing shall only be occupied by farmworkers and members of their household (however, group living quarters shall only be occupied exclusively by farmworkers).

2. The applicant shall demonstrate that the farmworker housing shall only be used for farmworkers (on a permanent or seasonal basis) who meet the employment criteria in Section 18.156.1170(B). This requirement shall not apply to housing occupied by farmworkers who subsequently retire or become disabled and continue to reside in the unit pursuant to Section 18.156.1170(B)(3). This requirement shall not apply to a surviving spouse or domestic partner who continues to reside in the unit pursuant to Section 18.156.1170(B)(4).

3. A deed restriction in a form approved by the City that runs with the land shall be recorded with the County Recorder, prior to the issuance of a building permit

for construction for all farmworker housing except for temporary trailers, limiting the use of such housing to farmworker housing and setting forth the conditions and requirements applicable to such use. The property owner shall also be required to provide written disclosure of all such conditions and requirements before any sale, lease, or financing of the subject lot(s) and dwelling units. This use restriction shall not be amended, released, terminated, or removed from the property without the prior written consent of the City. In the event the farmworker housing use is terminated and/or structures are removed in accordance with this Municipal Code and other applicable law as confirmed in writing by the Development Services Director, the deed restriction that accompanies the development shall be released and removed from the property.

B. Employment Criteria for Agricultural Workers

1. Farmworker dwelling units shall only be rented or provided under the terms of employment to farmworkers who are employed on a full-time (minimum of 32 hours per week), full-time seasonal, or temporary basis by the property owner or lessee of the lot upon which the dwelling unit is located to work onsite or on other land in San Bernardino County that is under the same ownership or lease. Farmworkers may retain their employment status during periods of non-agricultural employment, as long as they meet the full-time requirement for at least nine months of the calendar year.

2. Units in a farmworker housing complex shall only be rented or provided to persons who are principally employed within San Bernardino County for activities directly associated with agriculture. This includes farmworkers who work on a full-time, full-time seasonal, temporary or part-time basis.

3. A qualified farmworker who has been renting or occupying a farmworker dwelling unit, or a unit in a farmworker housing complex, and who subsequently retires or becomes disabled, may continue to reside in the unit along with members of their household.

4. After the death of a qualified farmworker who has been renting or occupying a farmworker dwelling unit, or a unit in a farmworker housing complex, their surviving spouse or domestic partner may continue to reside in the unit.

5. Temporary trailers shall only be rented or provided to farmworkers who are employed on a full-time, full-time seasonal, or temporary basis by the property owner or lessee of the lot to work on the land upon which the temporary trailer is located.

6. Proof of qualifying employment for occupants of farmworker housing shall be provided at the time of permit approval, which can be satisfied by providing a combination of at least two of the following documents, as applicable:

a. Employee’s income tax return;

b. Employee’s pay receipts;

c. Employee's W-2 form;

d. Employer's DE-34 form;

e. Employer's ETA 790 form;

f. Employer's DLSE-NTE form;

g. A document signed by both the employer and the employee, which states that the occupant of the agricultural worker housing is employed in agriculture, and includes a description of the employee's job duties; or,

h. Other proof approved in writing by the Development Services Director.

C. Annual Verification of Employment of Agricultural Workers

1. The owner or lessee of the property, property management company, and/or designated agent of the owner or lessee, shall submit an annual employment verification declaration, and any applicable City-required verification fees as established by resolution of the City Council, no later than May 15th of each year to the Development Services Director or designee to verify that all the dwelling units or sleeping quarters in the farmworker housing are occupied by persons who meet the employment criteria established above. For purposes of this section, permanent farmworker housing includes all agricultural worker housing except for temporary trailers. The completed verification declaration and supporting documentation shall require the property owner to meet all the following requirements:

a. Verify and provide evidence that any permanent agricultural worker housing was occupied by farmworkers during the preceding calendar year;

b. Declare that any permanent agricultural worker housing will be occupied by farmworkers during the current calendar year; and,

c. Provide proof of qualifying employment for occupants of agricultural worker housing, upon request by the City, by using a combination of at least two of the documents as listed in Section 18.156.1170(B)(6).

D. Enforcement

1. The provisions of Sections 18.156.1170(B) and 18.156.1170(C) of this Article shall be referenced or set forth in deed restrictions and/or conditions of approval that shall be recorded in the subject property's chain of title. Violations of Sections 18.156.1170(B) and 18.156.1170(C) may be enforced through any other available legal means.

2. Within thirty (30) days after receiving approval for permanent or seasonal employee housing from the Development Services Department, and before issuance of any building permit(s), the applicant shall record with the County

Recorder, a deed restriction in a form approved by the City that runs with the land on which the agricultural employee housing is located declaring that:

a. The agricultural employee housing will continuously be maintained in compliance with this Article XIV of Chapter 18.156 and all other applicable sections of this Municipal Code; and

b. If required for pre-manufactured housing and/or mobilehome units used for farmworker housing, the property owner shall obtain the appropriate permit(s) from the City of Redlands and/or California Department of Housing & Community Development.

c. The deed restriction shall not be amended, released, terminated, or removed from the property without the prior written consent of the City of Redlands. In the event the agricultural employee housing use is terminated and/or structures are removed in accordance with this Article and other applicable law as confirmed in writing by the Development Services Director, the deed restriction that accompanies the development shall be released and removed from the property.

3. In addition to all other available enforcement and legal remedies, the City may require the removal of a housing unit and restoration of the site (including any affected agricultural soils) based on the unpermitted or unverified use of the farmworker housing units, or based on other violations of this Article."

SECTION 28. Redlands Municipal Code Chapter 18.156 (Development Standards for Specific Uses) is hereby amended to add Article XV, entitled "Single Room Occupancy Facilities," and read as follows:

"ARTICLE XV. SINGLE ROOM OCCUPANCY FACILITIES

18.156.1200: PURPOSE OF ARTICLE:

A. To expand opportunities for affordable housing where allowed by zoning district regulations;

B. To facilitate the establishment of affordable housing in locations with convenient access to services and employment;

C. To provide adequate standards for the orderly development of safe housing in a high-quality environment;

D. To ensure development is compatible with surrounding land uses and is consistent with the goals, objectives, and policies of the general plan; and,

E. For purposes of this Article, “single-room occupancy” is defined as a multi-tenant building that provides, for rent or a fee, small rooms as a permanent residence and/or primary residence. Private rooms may be furnished or unfurnished.

18.156.1210: GENERAL PROVISIONS:

All single room occupancy facilities shall be subject to the provisions of this Article:

A. Any single room occupancy facility shall conform to the standards of the zoning or specific plan district in which it is located. In case of districts where mixed uses are permitted, single room occupancy facilities shall be subject to the standards applying to nonresidential development. Where any provision of this Article conflicts with another provision of this title or any adopted specific plan, the more restrictive shall apply.

B. Density standards (i.e., lot area per dwelling unit) shall not apply to single room occupancy facilities.

C. Floor-Area Ratio standards, if applicable, shall apply to single room occupancy facilities. In no case may the number of units exceed three times the maximum density that is applicable within the subject zoning district or specific plan district.

D. Tenancy shall not be less than thirty (30) days.

E. All units shall comply with the requirements of the current edition of the California Building Code.

F. All facilities shall comply with all applicable accessibility and adaptability requirements.

G. The proposed conversion or retrofit of an existing structure into a single room occupancy facility shall conform to all applicable development standards unless a physical constraint or characteristic of the subject property makes such conformance infeasible. The Development Services Director (or Planning Commission if a CUP is required) is authorized to modify, reduce, or waive one or more development standard(s) of section 18.156.1220 upon determining that strict adherence to the standard(s) is infeasible due to physical conditions or constraints of the subject property. The applicant shall bear the burden of proof that imposing the development standard(s) in question would make the project physically or financially infeasible.

H. All facilities and units shall not be subdivided or individually sold.

I. This Article shall not be applicable to short-term rentals in the City of Redlands and shall not be construed to permit or authorize short-term rental facilities in the City of Redlands.

J. Other provisions or permit requirements of the Redlands Municipal Code may be applicable, including for properties located within local historic districts and/or designated as a local historic resource.

18.156.1220: DEVELOPMENT STANDARDS:

A. Unit Size and Occupancy. Each unit shall have a minimum floor area of 150 square feet excluding closet and bathroom spaces. Each unit shall be occupied by no more than two persons.

B. Minimum Dimension. Each unit shall have a minimum horizontal dimension of twelve (12) feet.

C. Common Area.

1. A minimum of 10 square feet per unit or 250 square feet, whichever is greater, shall be provided as indoor common area on the ground floor. Required common area shall exclude shared bathrooms and kitchens, maintenance areas, laundry facilities, storage areas, and hallways. The design of the common area shall accommodate appropriate furnishings such as lounge seating, tables and chairs, office desks, and a television.

2. Outdoor common area may be permitted. The design of all improvements and furniture shall be of a quality to sustain weather and wear. Furniture shall be made of durable materials such as wrought iron, wood, steel, or cast aluminum. The following activities are prohibited in outdoor common areas between the hours of 10:00 p.m. to 7:00 a.m.: amplification of sound or use of sound machines, storage, motor vehicle parking, or overnight activities.

3. All common areas shall be fully accessible.

D. Kitchens. If kitchen facilities are provided within a unit, the unit shall have a sink with a hot water connection and a garbage disposal, a cooking appliance, refrigeration facilities, and a countertop having a minimum size of three (3) square feet and a minimum horizontal dimension of 18 inches. If private kitchen facilities are not provided within each unit, shared kitchen facilities shall be provided at a ratio of one kitchen for every twenty (20) units on each floor containing units without private kitchen facilities.

E. Bathrooms.

1. If a partial (or half) bathroom is provided within the unit, it shall provide a water closet including a sink. The water closet shall have a minimum area of 15 square feet. If private bathing facilities are not provided for each unit, shared shower or bathtub facilities shall be provided at a ratio of one for every seven (7) units or fraction thereof on each floor with units not having full bathrooms. The shared shower or

bathtub facility shall be accessible from a common area or hallway. Each shared shower or bathtub facility shall be provided with an interior lockable door.

2. If a full bathroom is provided within the unit, it shall contain a private toilet, sink and bathtub, shower or bath/shower combination.

3. Common bathrooms shall be either single occupant use with provisions for privacy, or multi-occupant use with separate provisions for men and women.

F. Parking.

1. One (1) space per two units, inclusive of guest parking.

2. If a unit is provided for an on-site manager, one (1) space for the resident manager.

3. If rent or a separate charge is assessed for use of on-site parking spaces, the owner or management shall be required to rent or charge a separate fee for use of the space by an individual tenant (i.e., unbundled parking).

4. With the exception of projects that allow only senior residents, projects that have less than one automobile parking space per unit shall provide one easily accessible space for storing and locking a bicycle per unit.

5. Government Code section 65863.2 may further reduce or eliminate the on-site parking requirements for a residential, mixed use, or other development project if the project site is located within one-half mile of a major transit stop as defined in Public Resources Code sections 21064.3 and 21155.

6. Required on-site spaces may be provided through covered or uncovered parking, or tandem spaces, but not on-street parking.

7. This section shall not reduce, eliminate, or preclude the enforcement of any requirement imposed on a new multifamily residential or nonresidential development that is located within one-half mile of public transit to provide parking spaces that are accessible to persons with disabilities that would have otherwise applied to the project if this section did not apply.

8. Parking areas shall comply with the applicable property development standards contained in Chapter 18.164 of this title. Parking shall not be provided within any front yard or street-side yard setbacks or any required landscape areas, except for authorized driveways.

G. Exterior Architecture.

1. Any room addition(s) or expansion(s) to the existing residence that modify the exterior architecture shall be matching in exterior design and architectural treatment (including materials, colors, roof, doors and windows, and other design elements).
2. Interior access for residents shall be provided to all rooms or units within the structure, and no exterior doorways shall be provided or created for individual dwelling units or rooms.
3. New exterior stairways, steps, decks or access platforms shall not be permitted above the first floor nor more than four feet above existing ground level.
4. Properties designated as historic resources and/or located within historic or scenic districts shall comply with the applicable provisions of the City's Historic Architectural Design Guidelines.

H. Storage. Each unit shall have a closet. All units must have access to a separate usable storage space (in addition to a closet) within the facility, that is not less than fifty (50) cubic feet.

I. Laundry. Single room occupancy facilities shall be provided with laundry facilities in a separate room at a minimum ratio of one washer and one dryer for every ten (10) units. Additional washers and dryers shall be provided for any facility that has more than twenty (20) units at the ratio of one washer and one dryer for every additional 20 units.

J. Trash. Refuse disposal service and receptacles shall be provided by the property owner. Garbage receptacles must be located on the lot or property in a manner that does not hinder access to any required off-street parking spaces, driveways, or any means of emergency ingress or egress.

K. Mailboxes. A mailbox shall be provided for each unit in a commonly accessible location within the single room occupancy facility.

L. Signs. Single room occupancy facilities may have signs in accordance with the sign regulations applicable to the subject zoning district (pursuant to Chapter 15.36 of Title 15 of the Redlands Municipal Code) or specific plan district where it is located.

18.156.1230: MANAGEMENT:

A. Management Plan. The applicant shall prepare and submit a single-room occupancy management plan, and shall at a minimum contain the following elements: management policies and operations, rental procedures and rates, maintenance plans, information for residents to contact management 24 hours daily, residency and guest rules and procedures, security procedures, and staffing needs including job descriptions. The management plan shall be finalized before issuance of a Certificate of Occupancy. Such plan shall be provided to the City upon request.

B. On-Site Manager. A 24-hour on-site resident manager shall be provided for any single room occupancy use with twelve (12) or more units, and shall include a dwelling unit designated for the manager.

18.156.1240: EXISTING FACILITIES:

Notwithstanding the provisions of Chapter 18.184 of this title, existing nonconforming single room occupancy uses and buildings may be altered to comply with one or more development standards required by this Article."

SECTION 29. Redlands Municipal Code Chapter 18.164 (Parking and Loading Space Requirements), Section 18.164.090 entitled "Multiple-Family Residential Dwellings," is hereby amended to read as follows:

"18.164.090: MULTIPLE-FAMILY RESIDENTIAL DWELLINGS:

A. Multiple residential projects shall have a minimum of the following number of covered parking spaces:

No bedroom and 1 bedroom unit	1
2 bedroom units	$1^1/_2$
3 or more bedroom units	2

B. Individually owned dwelling units, such as within condominium or cooperative multiple-family residential projects, shall have a minimum of two (2) covered parking spaces per dwelling unit. The requirements of this subsection may be modified by the city council in a density bonus agreement entered into pursuant to California Government Code section 65915 et seq.

C. In addition, all multiple residential projects containing more than two (2) units per lot of record shall provide one uncovered off street parking space for each two (2) units or fraction thereof.

D. Parking for Single Room Occupancy facilities shall be provided in accordance with Article XV of chapter 18.156 of this title."

SECTION 30. Redlands Municipal Code Chapter 18.12 (Administrative Provisions) is hereby amended to add Section 18.12.210 to read as follows:

"18.12.210: POST-ENTITLEMENT PERMIT APPLICATION APPEALS:

A. For a development that is intended to be at least two-thirds residential, as defined in Government Code sections 65913.3(j) and 65589.5(h), "post-entitlement phase permit" means and includes all nondiscretionary permits and reviews filed after the entitlement process has been completed that are required or issued by the local agency to begin construction of a housing development project.

B. If a post-entitlement phase permit is determined to be incomplete or denied or determined to be noncompliant with the applicable provisions of Government Code section 65913.3, the applicant may appeal the decision to the planning commission within ten (10) days of the director's decision. The appeal shall be made on forms provided by the city, and upon payment of the fees established by resolution of the city council.

C. The decision of the commission shall be final, unless an appeal therefrom is taken to the city council as provided for in section 18.12.110 of this chapter."

SECTION 31. Redlands Municipal Code Title 17 (Subdivision Regulations) is hereby amended to add Chapter 17.12, entitled "Urban Lot Splits," and read as follows:

"**CHAPTER 17.12 URBAN LOT SPLITS INTO TWO RESIDENTIAL PARCELS**

SECTION:

17.12.010: General

17.12.020: Form And Contents, Accompanying Data And Reports

17.12.030: Requirements

17.12.040: Action By Development Services Director

17.12050: Conditions of Approval

17.12.060: Appeal Of Director Action

17.12.070: Expiration And Extensions

17.12.080: Amendments To Approved Or Conditionally Approved Tentative Map

17.12.090: Parcel Maps

17.12.010: GENERAL:

A. The form and contents, submittal, and approval of applications for tentative parcel maps for urban lot splits consisting of two (2) residential parcels pursuant to California Government Code Section 66411.7 shall be governed by the provisions of this Chapter.

B. Definition. An "urban lot split" means the subdivision of an existing, legally subdivided lot into two lots in accordance with the requirements of this section.

C. Before submitting a development application for a subdivision subject to the streamlined, ministerial approval process described herein, the development proponent shall submit to the Development Services Department a preliminary application that includes all of the information described in California Government Code Section 65941.1, as that section read on January 1, 2020.

D. The City may only accept an application for streamlined, ministerial approval pursuant to this chapter if the procedures contained in Calif. Gov. Code Section 65913.4(b) and 65913.4(b)(3) regarding scoping and/or consultation with the applicable local tribal government(s) have been met.

E. A project shall not be eligible for the streamlined, ministerial process pursuant to this chapter if any of the conditions contained in Calif. Gov. Code Section 65913.4(b)(4) apply regarding tribal cultural resources.

17.12.020: FORM AND CONTENTS, ACCOMPANYING DATA AND REPORTS:

A. The tentative parcel map ("tentative parcel map") shall be prepared in a manner acceptable to the Development Services Department and shall be prepared by a registered civil engineer or licensed land surveyor. The form and contents shall comply and be consistent with the requirements of Section 17.07.020 of this Title and the accompanying data and reports shall comply with and be consistent with Sections 17.07.030 through 17.07.050, inclusive, of this Title.

B. The required application submittal items shall include the following in addition to the subdivision or development application form:

1. Tentative Parcel Map that includes the statement, "For SB 9 Urban Lot Split," on the title page or cover sheet.

2. Supplemental application form for an urban lot split.

3. Chain of title for the last three (3) years, including a current title report dated no more than ninety (90) days prior to the date of application submittal.

4. Affidavit of owner-occupancy for a minimum period of three (3) years from the date of final map recordation of an urban lot split.

5. Evidence of property vacancy or owner occupancy (such as: property tax records, income tax records, utility bills, vehicle registration, or similar documentation).

6. For two-unit development projects under Title 18 of the Redlands Municipal Code (if applicable): a site plan with all information as listed on the development application form; and for properties with on-site septic systems, a Percolation Test conducted within the last five (5) years or a recertification obtained within the last ten (10) years.

C. The applicant must obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

D. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within thirty (30) days after the application is submitted.

17.12.030: REQUIREMENTS:

A. Department Review. The tentative parcel map application shall be filed with the Development Services Department for review in accordance with the applicable provisions of Section 17.07.060 of this Title. The application shall be completed on the form(s) provided by the Department and submitted with the applicable filing fee(s) adopted by City Council resolution. The Development Services Department or city engineer may waive, modify, or reduce any submittal requirements that may be in conflict with California Government Code Section 66411.7.

B. The individual property owner(s) of the subject property may apply for an urban lot split. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. Corporations, including but not limited to LLCs, are not eligible applicants because they cannot satisfy the three-year occupancy requirement. "Individual property owner" does not include any corporation or corporate entity or person of any kind (partnership, LP, LLC, C corp., S corp., etc.), except for a community land trust (as defined by Revenue & Tax Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Revenue & Tax Code Section 214.15).

C. Subdivision Map Act Compliance.

1. The urban lot split must conform to all applicable objective requirements of the Subdivision Map Act (SMA) (Government Code Section 66410 *et. seq*.), including implementing requirements in this Code, except as otherwise expressly provided in this section.

2. If an urban lot split violates any part of the SMA, the City's subdivision regulations, including this section, or any other legal requirement:

a. The buyer or grantee of a lot that is created by the urban lot split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.

b. The City has all the remedies available to it under the SMA, including but not limited to the following:

i. An action to enjoin any attempt to sell, lease, or finance the property.

ii. An action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

iii. Criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

iv. Record a notice of violation.

v. Withhold any or all future permits and approvals.

3. Notwithstanding Government Code Section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an urban lot split.

D. Zone. The lot to be split shall be located within a single-family residential zone. For purposes of this section, a single-family residential zone is one of the following: Single Family Residential (R-1 and R-1-D); Suburban Residential (R-S); Residential Estate (R-E and R-A); Residential Estate Animals (R-A-A); Residential Rural (R-R); Residential Rural Animals (R-R-A); and the single-family districts of adopted Specific Plans within the City.

E. Lot Location Criteria. The lot to be split is not located on a site that meets any of the applicable criteria contained in California Government Code § 66411.7(a)(3)(C) (and incorporating Government Code section 65913.4(a)(6)(B) - (K) by reference).

F. Objective Standards. The proposal shall be consistent with the objective planning standards, development standards, and engineering standards applicable to the design or improvements of a parcel. If the proposal conflicts with any objective planning standards, written documentation shall be provided to the applicant regarding which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, within sixty (60) days of application submittal.

1. Lot Size. The following standards shall apply to urban lot splits:

   a. The lot to be split must be a minimum of 2,400 square-feet in area.
   b. The resulting lots must each be a minimum of 1,200 square-feet in area.
   c. Each of the resulting lots must be between 60 percent and 40 percent of the original lot area.

2. Setbacks and Yards. The proposed lots shall be designed to allow the existing and/or future dwelling units to comply with the applicable objective standards for yards and setbacks. This setback standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each. No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

3. Lot Coverage. The proposed lots shall be designed to allow the existing and/or future dwelling units to comply with the applicable objective standard for maximum lot coverage, to the extent practicable. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

G. Not Historic. The lot to be split must not be a historic property or within a historic district that is included in the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.

H. No Prior Urban Lot Split. The lot to be split must not have been established through a prior SB 9 urban lot split, and the lot to be split must not be adjacent to any lot that was established through a prior SB 9 urban lot split by the owner of the lot to be split or by any person acting in concert with the owner.

I. Easements.

1. The owner must enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.
2. Each easement must be shown on the tentative parcel map.
3. Copies of the unrecorded easement agreements must be submitted with the Development Application. The easement agreements must be recorded against the property before the final map may be approved, in accordance with Section 17.12.050 of this Chapter.
4. If an easement is recorded and the project is not completed, making the easement moot, the property owner may request, and the City will provide, a notice of termination of the easement, which the owner may record.

J. Lot Access. Each resulting lot shall have access to, provide access to, or adjoin a public right-of-way. The minimum access width shall be at least fifteen (15) feet.

K. Utilities.

1. Development on each resulting lot shall be served by separate direct utility connections.
2. Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

L. Building & Safety. All structures built on the lot must comply with all current local building standards. An urban lot split is a change of use.

M. No Impact on Protected Housing. The urban lot split shall not require or include the demolition or alteration of any of the following types of housing:

1. Housing that is income-restricted for households of moderate, low, or very low income.
2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.
3. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (California Government Code Sections 7060 - 7060.7) at any time in the fifteen (15) years prior to submission of the urban lot split application.
4. Housing that has been occupied by a tenant in the last three (3) years. The applicant and the owner of a property for which an urban lot split is sought must provide a sworn statement as to this fact with the application for the parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

N. Nonconforming Conditions. An urban lot split may be approved without requiring a legal nonconforming zoning condition or lot standard to be corrected. This provision shall supersede Section 18.184.040 (Nonconforming Lots) of Title 18 of the Redlands Municipal Code for the duration that applicable State law remains in effect.

O. Fire Hazard Mitigation Measures. For a proposed subdivision on a lot that is located in a fire hazard severity zone (as defined by the California Department of Forestry and Fire Protection), the subject property shall comply with the applicable provisions of the California Fire Code, and any amendments thereto contained in the Redlands Municipal Code, that apply uniformly to development within the underlying zone.

P. Regulation of Land Uses.

1. Residential use only. No non-residential use is permitted on any lot created by urban lot split.

2. No Short-Term Rental. No dwelling unit on a lot that is created by an urban lot split may be rented for a period of less than thirty (30) days.

3. Owner Occupancy. The applicant for an urban lot split must sign an affidavit stating that the applicant/subdivider intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three (3) years after the urban lot split is approved.

Q. Deed Restriction Required. The owner shall record a deed restriction, acceptable to the City, that does each of the following:

1. Expressly prohibits any rental of any dwelling on the property for a period of less than thirty (30) days.
2. Expressly prohibits any non-residential use of the lots created by the urban lot split.
3. States that the property is formed by an urban lot split, and is therefore subject to the City’s urban lot split regulations, including all applicable limits on dwelling size and development.

17.12.040: ACTION BY DEVELOPMENT SERVICES DIRECTOR:

A. Upon receipt of a tentative parcel map application that is determined by the Development Services Department to be complete, the Department shall review the proposal and render a decision within the time limits prescribed by State law. An application for a tentative parcel map for an urban lot split is approved or denied ministerially, by the Development Services Director, without discretionary review.

B. The tentative parcel map may be approved or conditionally approved by the Development Services Director if staff finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, any applicable specific plan, and all applicable provisions of this code. The Development Services Director may require as a condition of approval that the payment by the subdivider of all development fees required to be

paid at the time of the application for, or issuance of, a building permit or other similar permit shall be made at the rate for such fees in effect at the time of such application or issuance.

If no action is taken by the Development Services Director within sixty (60) days from the date the City receives a tentative map application, or such other time limits specified in applicable State law, the tentative parcel map, as filed, shall be deemed to be approved.

C. Conditions of Approval.

1. A tentative parcel map for an urban lot split is approved ministerially if it complies with all the requirements of this chapter. The tentative parcel map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and any easements.

2. The approval shall require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

3. The approval shall require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

4. Other conditions of approval may be attached to enforce any other requirements, including, but not limited to: applicable development standards; standard requirements; engineering design requirements or other design regulations; and any other conditions to protect the public health, safety, and general welfare.

D. Denial. The tentative parcel map may be denied by the Development Services Director on any of the grounds or objective standards provided by the Subdivision Map Act, California Government Code Section 66411.7, or this Code. The Development Services Director shall deny approval of the tentative parcel map if the Department makes any of the following findings to the extent they are related to the design or to improvements of a parcel, consistent with Calif. Gov. Code section 66411.7:

1. That the proposed map is inconsistent with objective zoning standards, objective subdivision standards, or objective design review standards that are related to the design or to improvements of a parcel;

2. That the site is not located within a single-family residential zone;

3. That the site is a designated historic property or located within a historic district;

4. That the project site or design of the subdivision does not meet the applicable criteria and requirements of California Government Code Section 66411.7, California Government Code Section 65913.4 (subparagraphs (B) to (K), inclusive, of paragraph 6 of subdivision (a)), or the Subdivision Map Act;

5. That the proposed lot split would have a specific, adverse impact upon public health and safety for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact; or,

6. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, the Development Services Director may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the Development Services Director to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

E. Specific Adverse Impacts.

1. Notwithstanding anything else in this section, the City may deny an application for an urban lot split if the Building Official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on public health and safety for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. "Specific adverse impact" has the same meaning as in the California Government Code Section 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).

C. The Building Official may consult with and be assisted by Planning staff, Engineering staff, and others as necessary in making a finding of specific, adverse impact.

F. Notice of Denial. If an application for an urban lot split is denied, then the Development Services Director shall notify the applicant within sixty (60) days from receipt of the application and provide a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied.

17.12.050: CONDITIONS OF APPROVAL:

A. The following conditions of approval shall be applied to all urban lot splits, in addition to the other standard conditions of approval, design requirements, and standard requirements that are otherwise applicable to subdivision maps as authorized by the Subdivision Map Act and California Government Code Section 66411.7.

1. Affidavit signed by the property owner guaranteeing owner-occupancy for a minimum period of three (3) years from the date of final map recordation, and agreement by the property owner for verification of compliance upon request by the City.

2. For urban lot split subdivisions (if applicable): Execution and recordation of a deed restriction entitled "Occupancy, Land Use, and Development Restriction Agreement for Urban Lot Split" within thirty (30) days of map approval.

3. For two-unit development projects (if applicable): Execution and recordation of a deed restriction entitled "Occupancy, Land Use, and Development Restriction Agreement for Two-Unit Development" within thirty (30) days of development approval.

4. Prohibit short-term rental for less than thirty (30) days of any units created through an SB 9 urban lot split or two-unit development.

B. Conditions of approval shall not be imposed that conflict with the applicable provisions of California Government Code Section 66411.7 for urban lot splits, including requiring any: dedication of right-of-way; construction of off-site improvements; correction of nonconforming zoning conditions or improvements; any additional on-site parking spaces (if the criteria and provisions of current State law are met); or other provisions in State law.

C. The Development Services Director may modify or delete any of the additional conditions of approval recommended in the department's report. The Development Services Director may add additional requirements as conditions of approval.

17.12.060: APPEAL OF DIRECTOR ACTION:

Appeal of the decision by the Development Services Director with respect to the tentative parcel map for urban lot split shall be made to the planning commission or city council in accordance with the provisions of Section 18.193.070 of Title 18 of the Redlands Municipal Code.

17.12.070: EXPIRATION AND EXTENSION:

A. The approval or conditional approval of a tentative parcel map shall expire six (6) months from its approval by the Development Services Director, unless the expiration date is extended for not more than six (6) months in accordance with the provisions of Section 17.07.120 of this Title.

B. The subdivider may request an extension of the expiration date for action in accordance with the provisions of Section 17.07.120 of this Title, except that the Development Services Director shall be responsible for the review of the request. The Development Services Director may approve, conditionally approve, or deny the request for an extension.

C. The subdivider or any interested person adversely affected may appeal the action of the Development Services Director to the planning commission or city council in accordance with the provisions of section 18.193.070 of Title 18 of the Redlands Municipal Code.

17.12.080: AMENDMENTS AND EXTENSION FOR APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP:

A. Amendments to the approved or conditionally approved tentative parcel map or conditions of approval shall be made in accordance with Section 17.07.130 of this Title; provided that amendments, which in the opinion of the department are not minor, shall be presented to the Development Services Director for approval. Processing shall be in accordance with the provisions for processing a tentative parcel map as set forth in this title. Any approved amendment shall not alter the expiration date of the tentative parcel map.

B. Extension of time. The subdivider may request an extension of the expiration date of the approved or conditionally approved tentative SB 9 map by written application to the department with the payment of applicable filing fees established by resolution of the City Council. The application shall be filed not less than thirty (30) days before the map is to expire and shall state the reasons for requesting the extension. One extension may be granted for a period not to exceed one hundred eighty (180) days. The Development Services Director may approve, conditionally approve, or deny the request for an extension. The subdivider or any interested person adversely affected may appeal the action of the Development Services Director to the planning commission or city council in accordance with the provisions of section 18.193.070 of this title.

17.12.090: PARCEL MAPS:

The form and contents, submittal, approval and filing of final parcel maps shall conform to the provisions of the subdivision map act and this section.

A. Survey Required: An accurate and complete survey of the land to be subdivided shall be made by a registered civil engineer or licensed land surveyor. All monuments, property lines, centerlines of streets, alleys and easements adjoining or within the subdivision shall be tied into the survey. The allowable error of closure on any portion of the parcel map shall not exceed 1/10,000 for field closures and 1/20,000 for calculated closures.

B. Form And Contents: The form and contents of the parcel map shall conform to the final map form and contents requirements of Sections 17.09.040 and 17.09.050 of this Title.

C. Preliminary Submittal: The subdivider shall submit prints of the parcel map to the city engineer for checking. The preliminary prints shall be accompanied by copies of the data, plans, reports and documents as required for final maps by Section 17.09.060 of this Title.

The city engineer may waive any of the requirements if the location and nature of the proposed subdivision does not justify compliance with the requirements of Section 17.09.060 of this Title.

D. Review And Approval By Development Services Department: The Development Services Director or his/her designee shall review the parcel map and the subdivider shall make corrections and/or additions until the map is acceptable to the department. The subdivider shall submit the original tracing of the map, corrected to its final form and signed by all parties required to execute the certificates on the map, to the Development Services Department. The city clerk or authorized agent shall, subject to the provisions of the California Government Code

Section 66464 of the Subdivision Map Act, transmit the approved parcel map to the county recorder. The Development Services Director shall approve the parcel map if it complies with the requirements of the subdivision map act, this title, the tentative parcel map and all conditions thereof."

SECTION 32. Redlands Municipal Code Chapter 18.156 (Development Standards for Specific Uses) is hereby amended to add Article XVI, entitled "Two-Unit Projects on Residential Parcels," and read as follows:

"**ARTICLE XVI. TWO-UNIT PROJECTS ON RESIDENTIAL PARCELS**

SECTION:

18.156.1300: Purpose of Article

18.156.1310: Definitions

18.156.1320: Application Requirements

18.156.1330: Development Standards

18.156.1340: Specific Adverse Impacts

18.156.1350: Approval by Director

18.156.1360: Appeal Of Director Action

18.156.1370: Extension and Amendment

18.156.1380: Remedies

18.156.1300: PURPOSE OF ARTICLE:

The purpose of this Article is to allow and appropriately regulate two-unit residential development projects in accordance with Government Code section 65852.21 in single-family residential zones that permit single-family residences.

18.156.1310: DEFINITIONS:

A. A "two-unit project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this article.

B. A "primary dwelling unit," for purposes of this article, means a single-family residence that does not meet the criteria or requirements for an Accessory Dwelling Unit pursuant to Redlands Municipal Code Chapter 18.156, Article VII (Accessory Dwelling Units) and/or current State law.

C. An “accessory dwelling unit” means a residential dwelling unit that is accessory and subordinate to a primary dwelling unit located on the same parcel, and such accessory unit meets the criteria or requirements for an Accessory Dwelling Unit pursuant to Redlands Municipal Code Chapter 18.156, Article VII (Accessory Dwelling Units) or current State law.

D. A “single family residential zone,” for purposes of this section, means a land use district with a zoning designation as R-E, R-S, R-1, R-1-D, R-R, R-R-A, R-A, R-A-A, or a single-family district within an adopted Specific Plan of the City.

E. “SB 9” means Senate Bill 9 effective beginning January 1, 2022, and codified in California Government Code section 65852.21.

18.156.1320: APPLICATION REQUIREMENTS:

A. The individual property owner(s) of the subject property may apply for a two-unit project. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. Corporations, including but not limited to LLCs, are not eligible applicants because they cannot satisfy the three-year occupancy requirement. “Individual property owner” does not include any corporation or corporate entity or person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.), except for a community land trust (as defined by Revenue & Tax Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Revenue & Tax Code Section 214.15).

B. An application for a two-unit project must be submitted on the City’s approved form together with all required application submittal items, project plans, and other materials.

C. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within thirty (30) days after the application is submitted.

D. The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The City Council may establish and change the fee by resolution. The fee must be paid with the application.

18.156.1330: DEVELOPMENT STANDARDS:

A two-unit project must satisfy each of the following development standards and requirements:

A. Map Act Compliance. The existing lot must have been legally subdivided.

B. Zone. The lot is in a single-family residential zone of the City of Redlands (R-1, R-1-D, R-S, R-A, R-A-A, R-E, R-R, or R-R-A zoning districts) or a single-family district within an adopted Specific Plan of the City.

C. Lot Location. The lot is not located on a site that meets any of the location criteria as listed in Government Code § 66411.7(a)(3)(C) (and incorporating Government Code section 65913.4(a)(6)(B) - (K) by reference).

D. Not Historic. The lot shall not be within a site that is designated or listed as a city landmark or historic property or historic/scenic district, and the lot shall not be a historic property or within a historic district that is listed on the State Historic Resources Inventory (as defined in Section 5020.1 of the Public Resources Code).

E. No Impact on Protected Housing. The two-unit project must not require or include the demolition or alteration of any of the types of housing identified in Government Code § 65852.21(a)(3)-(4), inclusive.

1. Housing that is income-restricted for households of moderate, low, or very low income.
2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.
3. Housing that has been occupied by a tenant in the last three (3) years. The applicant and the owner of a property for which a two-unit development is sought must provide a sworn statement as to this fact with the application for the parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

F. Dwelling Unit Standards.

1. Quantity. For purposes of this section, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a Junior ADU.

a. No more than two (2) dwelling units of any kind may be built on a lot that results from an urban lot split

b. A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or Junior ADU that must be allowed under State law and the City's ADU ordinance, not to exceed two (2) primary dwelling units per lot and a combined total of four (4) dwelling units within the development.

2. Height Restriction. All dwelling units shall be subject to the same height limitations applicable to the underlying zone.

3. Lot Coverage. The lot coverage limit shall be applicable within the zoning district where the subject property is located. This lot coverage standard is only enforced to the extent that it does not prevent the construction of two (2) primary dwelling units on the lot at eight hundred (800) square feet each.

4. Open Space. The new development shall be subject to the open space requirement, if any, imposed within the zoning district where the subject property is located. This open space standard is only enforced to the extent that it does not prevent the construction of two (2) primary dwelling units on the lot at eight hundred (800) square feet each.

5. Setbacks.

a. Generally. All setbacks must conform to those objective setbacks that are applicable to the underlying zone.

b. Exceptions. Notwithstanding subpart 18.156.1330(F)(7)(a) above:

i) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

ii) Eight hundred (800) square-feet; four-foot side and rear setbacks. Exceptions to the setbacks imposed by the underlying zone may be applied to the degree necessary to avoid physically precluding up to two units on the lot or either of the two units from being of at least eight hundred (800) square feet in floor area on the subject property; but in no event may any structure be less than four feet (4') from a side or rear property line.

iii) New Structures. Shared interior lot line; zero foot (0') interior side setback. Setback requirements for an interior side lot line, where the interior lot line is shared between the two new parcels (and the lot line is perpendicular to the primary street frontage of both lots), may be modified to permit a zero foot (0') side setback. The intent of this provision is to permit a shared wall between two new dwelling units on separate lots, so that the combined structure has the appearance from the street as one single-family residence. Designs with a shared common wall shall comply with all applicable California Building Code regulations, and the Director may require a Homeowners' Association as well as CC&Rs for the subject properties. If this provision for a zero foot (0') interior side setback is not utilized, then the standard setback requirement shall apply, and in no case shall be less than four feet (4').

5. Parking. Each new primary dwelling unit shall have one (1) off-street parking space per unit on a paved surface, which may be covered or uncovered, placed outside of all required setbacks, and constructed in accordance with the applicable provisions of Article I of Chapter 18.164 of this title. Off-street parking shall not be required if one of the following applies:

a. The lot is located within one-half mile walking distance of either:

i) a corridor with fixed route bus service with service intervals no longer than fifteen (15) minutes during peak commute hours; or,

ii) a site that contains one of the following: an existing rail or bus rapid transit station; or the intersection of two or more major bus routes with a frequency of service interval of fifteen (15) minutes or less during the morning and afternoon peak commute periods.

b. The site is located within one block of a car-share vehicle location that is permanently installed and permanently marked for car-share pickup or dropoff service.

6. Nonconforming Conditions. A two-unit project may be approved without requiring a legal nonconforming zoning condition or standard to be corrected. This provision shall supersede Chapter 18.184 of Title 18 of the Redlands Municipal Code for the duration that applicable State law remains in effect.

7. Utilities. Each primary dwelling unit on the lot that is or that is proposed shall comply with the development regulations applicable to the underlying zone.

8. Building & Safety. All structures built on the lot shall comply with all building code regulations applicable to the underlying zone.

G. Fire Hazard Mitigation Measures. For a development project on a lot that is located in a fire hazard severity zone (as defined by the California Department of Forestry and Fire Protection), the proposal shall comply with all applicable fire-hazard mitigation measures:

1. The proposed development complies with the applicable provisions of the California Fire Code, and any amendments thereto adopted in the Redlands Municipal Code, that apply uniformly to development within the underlying zone.

2. The proposed development complies with the applicable provisions of the California Building Code (including Chapter 7A), and any amendments or additions thereto adopted in the Redlands Municipal Code (including RMC Chapter 15.30 Wildland-Urban Interface Code), that apply uniformly to development within the underlying zone.

3. The subject property will comply with all applicable landscape design, materials, fuel modification, and vegetation management requirements of applicable State law (including but not limited to Calif. Gov. Code § 51182, Public Resources Code § 4291, Calif. Fire Code § 4906, and Calif. Building Code Chapter 7A) for requirements pertaining to landscape fuel modification zones and vegetation management that apply uniformly to development within the underlying zone.

H. Regulation of Uses.

1. Residential-only. No non-residential use is permitted on the lot.

a. Home occupations may be permitted with a Home Occupation Permit issued pursuant to Chapter 18.160 of this title.

b. Small family daycare homes may be permitted pursuant to Chapter 18.156, Article VIII, of this title.

c. Single-room occupancy residential facilities may be permitted pursuant to Chapter 18.156, Article XV, of this title.

2. No Short-Term Rentals. No dwelling unit on the lot may be rented for a period of less than thirty (30) days.

I. Deed Restriction. The owner must record a deed restriction, acceptable to the city, that does each of the following:

1. Expressly prohibits any rental of any dwelling on the property for a period of less than thirty (30) days.

2. Expressly prohibits any non-residential use of the lot.

3. States that the property was developed pursuant to SB 9 and shall not be further developed with additional primary dwelling units, or further subdivided subsequent to a prior SB 9 lot split.

J. Undergrounding of utilities: For construction of new SB 9 dwelling units, utility laterals and connections shall be installed underground for the new unit(s).

18.156.1340: SPECIFIC ADVERSE IMPACTS:

A. Notwithstanding anything else in this section, the city may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on public health and safety and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

B. "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue & Taxation Code section 214(g).

C. The building official may consult with and be assisted by Planning staff, Engineering staff, and others as necessary in making a finding of specific, adverse impact.

18.156.1350: APPROVAL BY DIRECTOR:

A. An application for a two-unit development pursuant to SB 9 is approved or denied ministerially, by the Development Services Director, without discretionary review.

B. A two-unit development is approved ministerially if it complies with all the requirements of this article.

C. The approval must require the owner and applicant to hold the City of Redlands harmless from all claims and damages related to the approval and its subject matter.

D. The approval must require the owner and applicant to reimburse the City of Redlands for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this article.

E. Notice of Denial. If an application for an SB 9 two-unit housing project is denied, then the Development Services Director shall notify the applicant within sixty (60) days from receipt of the application and provide a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied.

18.156.1360: APPEAL OF DIRECTOR ACTION:

Appeal of the decision by the Development Services Director with respect to a two-unit development shall be made to the planning commission or city council in accordance with the provisions of section 18.193.070 of this title.

18.156.1370: AMENDMENTS TO APPROVED PLANS:

Construction plans or plan checks deemed by the department to be in substantial conformance with the approved two-unit development plan and/or tentative parcel map shall be reviewed by the Development Services Director or designee. The Development Services Director may approve or deny the request for an amendment through the ministerial plan check process, or may require the filing of a new two-unit development plan and/or new tentative parcel map for major amendments deemed not to be in substantial conformance with the approved two-unit development plan or tentative parcel map.

18.156.1380: REMEDIES:

If a two-unit project violates any part of this code or any other legal requirement:

A. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.

B. The City of Redlands may:

1. Bring an action to enjoin any attempt to sell, lease, or finance the property.

2. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

3. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

4. Record a notice of violation.

5. Withhold any or all future permits and approvals.

6. Pursue all other administrative, legal, or equitable remedies that are allowed by law or the Redlands Municipal Code."

SECTION 33. Redlands Municipal Code Chapter 17.05 (Maps Required), Section 17.05.030 entitled "Division of Land; Four or Less Parcels," is hereby amended to read as follows:

"17.05.030: DIVISION OF LAND; FOUR OR LESS PARCELS:

A tentative and final parcel map shall be required for all divisions of land into four (4) or less parcels, except that maps shall not be required for:

A. Subdivisions of a portion of the operating right of way of a railroad corporation, defined by section 230 of the State Public Utilities Code, which are created by short term leases terminable by either party on not more than thirty (30) days' notice in writing.

B. Land conveyed to or from a governmental agency, public entity or public utility, or for land conveyed to a subsidiary of a public utility for conveyance to such public utility for rights of way, unless a showing is made by the department in individual cases, upon substantial evidence, that public policy necessitates a parcel map.

C. Lot line adjustments, provided:

1. No additional parcels or building sites are created;

2. The resulting parcels conform to title 18 of this code;

3. The lot line adjustment is approved by the community development director. The community development director may impose conditions or exactions on the approval of a lot line adjustment to conform to titles 18 and 15 of this code, or to facilitate the relocation of existing utilities, infrastructure or easements. Lot line adjustments which are being processed concurrently with land use applications requiring action by the planning commission or the city council shall be scheduled for review and action by the same approving body as the other application(s). The lot line adjustment shall be reflected in a deed, and a record of survey if required by state law, which shall be recorded. When parcels subject to lot line adjustments are encumbered by deeds of trust, mortgage liens or assessment liens, such deeds of trust and liens shall be modified by the parcel owners to correspond to the new lot lines of these parcels, to the satisfaction of the city, to ensure that foreclosure on such deeds or liens does not create illegal parcels.

Appeals of the community development director's action with respect to lot line adjustments shall be made first to the planning commission and then to the city council in accordance with the provisions of section 17.07.100 of this title. Appeals of the planning commission action on lot line adjustments shall be made to the city council in accordance with the provisions of section 17.07.100 of this title.

If a lot line adjustment is approved or conditionally approved by the approving body, the appeal body shall have the right to call up such approval for appeal body review by a written request to the community development director within ten (10) days of the final action by the approving body. If the appeal body decides to review the lot line adjustment and conditions, it shall conduct a public hearing after giving notice pursuant to subsection 17.07.070A of this title. The public hearing shall be held within thirty (30) days after the date of the request for review. The appeal body may add, modify or delete conditions if the appeal body determines that such changes are necessary to ensure that the lot line adjustment conforms to the subdivision map act and this code. Within ten (10) days following the conclusion of the hearing, the appeal body shall render its decision. If the appeal body does not act within the time limits set forth in this section, the lot line adjustment shall be deemed to have been approved or conditionally approved as last approved or conditionally approved by the approving body insofar as it complies with all other applicable provisions of the subdivision map act, this title and this code.

D. Parcel maps waived in accordance with the provisions of section 17.11.080 of this title."

SECTION 34. Redlands Municipal Code Chapter 18.12 (Administrative Provisions), Section 18.12.130 entitled "Site Plan Approval; Expiration," is hereby amended to read as follows:

"18.12.130: SITE PLAN APPROVAL: EXPIRATION:

Unless otherwise specified by the planning commission or city council, a site plan approval shall expire two (2) years from the date of its approval unless the holder of the site plan approval obtains a building permit or, in those instances where a building permit is not required, a certificate of occupancy for the site plan approval, within such two (2) year period. The planning commission may, upon written request for a time extension by the holder of the site plan approval, prior to expiration of the approval, grant a one year extension of time; provided, however, that the total number of extensions for a site plan approval shall not exceed three (3)."

SECTION 35. Redlands Municipal Code Chapter 18.192 (Conditional Use Permits), Section 18.192.090 entitled "Conditional Use Permit; Expiration," is hereby amended to read as follows:

"18.192.090: CONDITIONAL USE PERMIT; EXPIRATION:

A. Except for a CUP issued for a planned residential development and, unless otherwise specified by the planning commission or city council in the conditions of approval for a CUP, a CUP shall expire two (2) years from the date of its approval unless the holder of the permit obtains a building permit or, in those instances where no building permit is required, a certificate of occupancy for the use, within such two (2) year period. The planning commission may, upon submittal of a written application for a time extension by the holder of the permit and prior to the expiration of the CUP, grant a one year extension of time; provided, however, that the total number of extensions for a CUP shall not exceed three (3).

B. Failure to develop the use within the time limits of this section shall amount to the forfeiture of all development entitlement under the CUP."

SECTION 36. Redlands Municipal Code Chapter 18.168 (Landscaping, Fences, Walls and Signs), Section 18.168.070 entitled "Minor Exception Permits; Application Procedure," is hereby amended to read as follows:

"18.168.070: MINOR EXCEPTION PERMITS; APPLICATION PROCEDURE:

A. An application for a minor exception permit shall be made on forms provided by the city, and shall include such plans as may be required for a complete understanding of the request, and a filing fee as established by resolution of the city council. Applications shall be limited to the resident owner.

B. Minor Exceptions which are being processed concurrently with land use applications requiring action by the planning commission or the city council shall be scheduled for review and action by the same approving body as the other entitlement application(s). If approved by the planning commission or city council, a separate or subsequent Minor Exception Permit application or public hearing shall not be required for the specific design feature approved with the land use entitlement."

SECTION 37. Redlands Municipal Code Section 18.20.160 and Section 18.21.140, entitled "Accessory Buildings," are hereby amended to read as follows:

"**18.20.160: ACCESSORY BUILDINGS:**

A. Accessory buildings shall not occupy more than ten percent (10%) of the rear yard, or may be in an interior side yard area of a parcel where there is no buildable rear yard area. Accessory buildings shall not be placed forward of the front façade of the main dwelling or a line extended parallel to the front façade. Where there are multiple front façades on the main dwelling, the front elevation with the greatest front setback dimension shall be utilized as the required setback.

B. An accessory building shall not exceed a total floor area of one thousand (1,000) square feet.

C. Accessory buildings must maintain the following minimum separation distances from other buildings on the same site:

1. Accessory buildings shall be a minimum of ten feet (10') from the main buildings; provided, however, that when more than five feet (5') of such accessory building extends into the area to the rear of the main building, which area is defined by the projection of planes parallel to the side lot lines, which planes pass through the sides of the main building, in which case the minimum space between buildings shall be twenty feet (20'). In cases where vehicular entry to garage occurs in the space between buildings, the minimum space between buildings shall be not less than twenty five feet (25').

2. Accessory buildings shall be a minimum of five feet (5’) from any other accessory structure.

D. Accessory buildings shall be located not closer to the side and rear property lines than:

1. Five feet (5') for buildings up to ten feet high;

2. Ten feet (10') for buildings more than ten feet high.

E. When lots are served by an existing or proposed alley, no main building shall be located within twenty five feet (25') of the rear property line, and for accessory buildings, if perpendicular access to the accessory building is from the alley, not less than twenty feet (20') from the rear property line. Perpendicular access to a carport or an enclosed garage with an automatic garage door opener may be reduced to a width of twenty five feet (25'), measured from the opposite side of the alley. If access parallel to the alley is provided to a garage or carport, the provisions of subsection C of this section shall apply.

F. Accessory buildings shall not exceed a maximum height of fifteen feet (15’) as measured from the foundation at ground-level to the highest point of the roof.

G. Accessory buildings shall not contain a kitchen or kitchenette.

H. Architectural Design:

1. Metal paneling, if any, shall be decorative such as stamped steel or seam metal, and shall be painted on the exterior side. Corrugated metal is prohibited. Reflective exterior metallic materials or untreated metal panels are prohibited.

2. Exterior light fixtures shall be a design, or shall include shielding, to contain glare within the subject property and prevent light trespass onto adjacent properties exceeding 0.5 foot-candle as measured at the property line.

3. HVAC condensers and heat pumps shall be ground-mounted.

4. Window and roof-mounted HVAC equipment shall not be visible from the public right-of-way.

5. Exterior stairways to upper floors shall not be visible from public right-of-way at the front or side of the property."

SECTION 38. Redlands Municipal Code Chapter 18.32 entitled "R-A Residentual Estate District" is hereby amended to add the following section as follows:

"18.32.115: ACCESSORY BUILDINGS:

For accessory buildings in R-A districts, the provisions of section 18.20.160 of this title shall apply."

SECTION 39. Redlands Municipal Code Chapter 18.33 entitled "R-A-A Residentual Estate Animals District" is hereby amended to add the following section as follows:

"18.32.125: ACCESSORY BUILDINGS:

The provisions of section 18.20.160 of this title shall apply for accessory buildings in R-A-A districts, except that accessory buildings may occupy not more than fifteen percent (15%) of the rear yard area."

SECTION 40. Redlands Municipal Code Section 18.40.150 entitled "Accessory Buildings" is hereby amended to read as follows:

"**18.40.150: ACCESSORY BUILDINGS:**

A. Accessory buildings shall not occupy more than twenty percent (20%) of the rear yard, or may be in an interior side yard area of a parcel where there is no buildable rear yard area. Accessory buildings shall not be placed forward of the front façade of the main dwelling or a line extended parallel to the front façade. Where there are multiple front façades on the main dwelling, the front elevation with the greatest front setback dimension shall be utilized as the required setback.

B. An accessory building shall not exceed a total floor area of one thousand (1,000) square feet.

C. Accessory buildings must maintain the following minimum separation distances from other buildings on the same site:

1. Accessory buildings shall be a minimum of ten feet (10') from the main buildings; provided, however, that when more than five feet (5') of such accessory building extends into the area to the rear of the main building, which area is defined by the projection of planes parallel to the side lot lines, which planes pass through the sides of the main building, in which case the minimum space between buildings shall be twenty feet (20'). In cases where vehicular entry to garage

occurs in the space between buildings, the minimum space between buildings shall be not less than twenty five feet (25').

2. Accessory buildings shall be a minimum of five feet (5') from any other accessory structure.

D. Accessory buildings shall be located not closer to the side and rear property lines than:

1. Five feet (5') for buildings up to ten feet high;

2. Ten feet (10') for buildings more than ten feet high.

E. When lots are served by an existing or proposed alley, no main building shall be located within twenty five feet (25') of the rear property line, and for accessory buildings, if perpendicular access to the accessory building is from the alley, not less than twenty feet (20') from the rear property line. Perpendicular access to a carport or an enclosed garage with an automatic garage door opener may be reduced to a width of twenty five feet (25'), measured from the opposite side of the alley. If access parallel to the alley is provided to a garage or carport, the provisions of subsection D of this section shall apply.

F. Accessory buildings shall not exceed a maximum height of fifteen feet (15') as measured from the foundation at ground-level to the highest point of the roof.

G. Accessory buildings shall not contain a kitchen or kitchenette.

H. Architectural Design:

1. Accessory buildings that are five hundred (500) square feet or more shall not contain more than ten percent (10%) metal paneling as a primary exterior material, excluding the roof material.

2. Metal paneling, if any, shall be decorative such as stamped steel or seam metal, and shall be painted on the exterior side. Corrugated metal is prohibited. Reflective exterior metallic materials or untreated metal panels are prohibited.

3. Use of shipping containers or its parts are prohibited.

4. Exterior architectural treatment shall be similar to, or matching, the main residence on the subject property (including exterior materials, siding, and color).

5. Exterior light fixtures shall include shielding to contain glare within the subject property and prevent light trespass onto adjacent properties exceeding 0.5 foot-candle as measured at the property line.

6. HVAC condensers and heat pumps shall be ground-mounted.

7. Window and roof-mounted HVAC equipment shall not be visible from the public right-of-way.

8. Exterior stairways to upper floors shall not be visible from public right-of-way at the front or side of the property."

SECTION 41. Redlands Municipal Code Section 18.44.160 entitled "Accessory Buildings" is hereby amended to read as follows:

"For accessory buildings in the R-1 Zone, the provisions of section 18.40.150 of this title shall apply, except that accessory buildings may occupy not more than thirty percent (30%) of the rear yard area."

SECTION 42. Redlands Municipal Code Section 18.48.180 entitled "Accessory Buildings" is hereby amended to read as follows:

"In the R-1-D Zone:

A. The provisions of section 18.40.150 of this title shall apply, except that accessory buildings may occupy not more than thirty five percent (35%) of the rear yard area.

B. Accessory buildings may be located in a required rear yard and a front and rear yard combination, provided such accessory buildings are not closer than ten feet (10') from the front main building and twenty feet (20') from the front of the rear main building."

SECTION 43. Redlands Municipal Code Section 18.52.190 entitled "Accessory Buildings" is hereby amended to read as follows:

"For accessory buildings in the R-2 zone, the provisions of section 18.40.150 of this title shall apply, except that accessory buildings may occupy not more than eighty percent (80%) of the rear yard area."

SECTION 44. Redlands Municipal Code Section 18.56.220 entitled "Accessory Buildings" is hereby amended to read as follows:

"In the R-2-2000 zone, the provisions of section 18.40.150 of this title shall apply, except that accessory buildings may occupy not more than eighty percent (80%) of the rear yard area."

SECTION 45. Redlands Municipal Code Section 18.60.190 entitled "Accessory Buildings" is hereby amended to read as follows:

"For accessory buildings in the R-3 zone, the provisions of section 18.40.150 of this title shall apply, except that accessory buildings may occupy not more than eighty percent (80%) of the rear yard area."

SECTION 46. General Plan Consistency. The City Council finds that the amendments to Title 18 (Zoning Regulations) of the Redlands Municipal Code described herein are consistent with the adopted and certified 2021-2029 (6th Cycle) Housing Element of the City of Redlands 2035 General Plan, and will comply with the applicable provisions of State law.

SECTION 47. 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 48. 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 July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 4.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Ordinance No. 2986 Amending Chapter 15.20 of the Redlands Municipal Code to designate the 2025 Fire Hazard Severity Zones as developed by the California Department of Forestry and Fire Protection (Fire Chief Sessler)

MOTION(S):

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

I move to adopt Ordinance No. 2986.

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2986 amending Chapter 15.20 of the Redlands Municipal Code to designate the 2025 Fire Hazard Severity Zones as developed by the California Department of Forestry and Fire Protection.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2986.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Altheresa Rothschild, Assistant City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $295

Attachments

Ordinance No. 2986

Map - Fire Hazard Severity Zones

ORDINANCE NO. 2986

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING CHAPTER 15.20 OF THE REDLANDS MUNICIPAL CODE TO DESIGNATE THE 2025 FIRE HAZARD SEVERITY ZONES AS DEVELOPED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, California Government Code §§ 51175 *et seq*. authorizes the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on the severity of fire hazard that is expected to prevail in those areas due to fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified as a major cause of wildfire spread; and

WHEREAS, California Government Code § 51178.5 provides that within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment; and

WHEREAS, the City of Redlands ("City") received a transmittal from the State Fire Marshal that identifies fire hazard severity zones within the City on or about March 24, 2025; and

WHEREAS, the information from the State Fire Marshal identifying fire hazard severity zones within the City was made available for public review and comment on April 1, 2025, through an interactive page on the City Fire Department's website, which allowed community members to view the map and submit feedback or call directly. The City also hosted an in-person agendized informational presentation at the City Disaster Council Meeting on April 28, 2025; and

WHEREAS, California Government Code § 51179 requires that the City, within 120 days of receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones within the City, to designate, by ordinance, moderate, high, and very high fire hazard severity zones in the City; and

WHEREAS, as required by Government Code Section 51179, the City Council of the City of Redlands desires to designate the fire hazard severity zones as identified by the State Fire Marshal as required by Government Code Section 51179; and

WHEREAS, the City Council also desires to amend Redlands Municipal Code ("CMC") Chapter 15.16 to update the regulations pertaining to fire hazard severity zones to be consistent with state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

Section2. CEQA Findings. This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action simply designates fire hazard severity zones as recommended by the California State Fire Marshal pursuant to Government Code Section 51178, as mandated by Government Code Section 51179, and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

Section 3. Adoption of Fire Hazard Severity Zones Map. The City Council hereby adopts the City of Redlands Local Responsibility Area Fire Hazard Severity Zones Map from the Office of the State Fire Marshal dated March 24, 2025 for the incorporated area of the City of Redlands.

Section 4. Amendment to Table of Contents. Chapter 15.20 ("Fire Code") of Title 15 of the Redlands Municipal Code hereby amends the table of contents to add a new section 15.20.750 to read as follows:

"**15.20.750: Fire Hazard Severity Zone Map"**

Section 5. Code Amendment. Chapter 15.20 ("Fire Code") of Title 15 of the Redlands Municipal Code is hereby amended to add a new Section 15.20.750 to read as follows:

"15.20.750: FIRE HAZARD SEVERITY ZONE MAP:

A. The City of Redlands hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

1. The map, adopted by the City of Redlands, is hereby incorporated by reference, and entitled "Local Responsibility Area Fire Hazard Severity Zones - City of Redlands - San Bernardino County." Dated March 24, 2025.

2. A copy of the official map included may also be viewed the City Clerk's Office and electronically at: https://www.cityofredlands.org/pod/community-wildfire-safety-statewide-fire-hazard-zone-map-updates

Section 6. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

Section 7. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

Section 8. Effective Date. 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, This Ordinance shall take effect and be in force 30 days after its adoption.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 15th day of July, 2025.

AYES:
NOES:
ABSTAIN:
ABSENT:

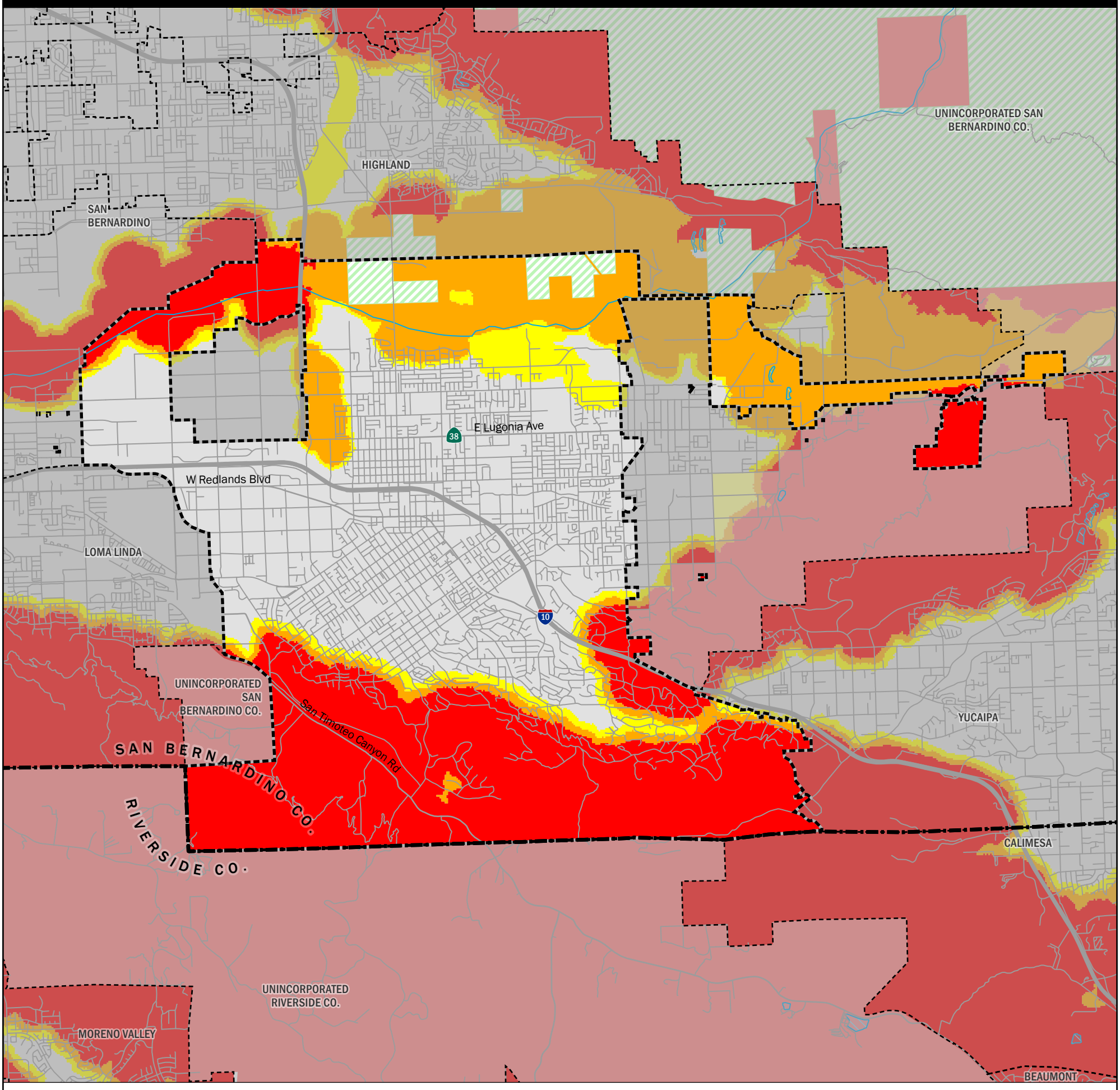
Jeanne Donaldson, City Clerk

CITY OF REDLANDS – SAN BERNARDINO COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 24, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 1 2 3

Km 0 1 2 3 4 5 6

Projection: NAD 83 California Teale Albers
Scale: 1:76,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

City Council Meeting **H. 5.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8706 pursuant to Government Code Section 54221 declaring that certain real property (located on the North side of Mentone Ave., South of Mill Creek Rd., East of Amethyst St., and West of Garnet St.; APN: 0168-343-01-0000) is surplus land, authorizing the City Manager, or his designee, to send notices of availability as to the surplus lands, and determining that approval of the resolution is exempt from environmental review pursuant to Section Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (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 that the City Council determine that adoption of Resolution No. 8706 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 to adopt Resolution No. 8706.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8706, pursuant to Government Code Section 54221 declaring that certain real property (located on the North side of Mentone Ave., South of Mill Creek Rd., East of Amethyst St., and West of Garnet St.; APN: 0168-343-01-0000) is surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15061(b)(3) under the California Environmental Quality Act.

DISCUSSION:

The City owns property in fee located on the North side of Mentone Ave., south of Mill Creek Rd., East of Amethyst St., and West of Garnet St. (APN: 0168-343-01-0000) and as more particularly described in Exhibit A of the attached resolution (the "Property").

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 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.

Adoption of Resolution No. 8706 would declare the Property as surplus according to the findings supporting this determination. The Resolution also includes authorization for the City Manager, or his designee, to send written notices of availability to appropriate public agencies as designated by the SLA. Recipients of the notice would then have 60 days to indicate their interest in the purchase of the surplus land. If a recipient expresses interest in purchasing the property, the City must enter into good-faith negotiations for a period of not less than 90 days. The City is not, however, required to sell the land to the interested party. If terms of sale are not agreed upon following good-faith negotiation, the land may otherwise be disposed of or sold by the City.

Approval of Resolution No. 8706 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA). This section states that a project is exempt from CEQA if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The recommended action is consistent with this Section as it only identifies certain property as surplus and will not have a physical effect on the environment. Any future project located on the properties will be subject to the appropriate environmental review.

ALTERNATIVES:

The Council may deny this request and provide direction to staff.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Christopher 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

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year: FY 2026-27

Discussion:

There are minimal costs relative to the recommended action. Some direct costs will be incurred due to notices that must be mailed to the State, other agencies, and registered developers notifying them of the City's surplus property list. Sufficient funding for these costs are included in the Facilities and Community Services budget (101300) for Fiscal Year 2026-27 as adopted by City Council.

Attachments

A. Resolution No. 8706

B. Map of Parcel 0168-343-01

RESOLUTION NO. 8706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS PURSUANT TO GOVERNMENT CODE SECTION 54221 DECLARING THAT CERTAIN REAL PROPERTY (LOCATED ON THE NORTH SIDE OF MENTONE AVE., SOUTH OF MILL CREEK RD., EAST OF AMETHYST ST., AND WEST OF GARNET ST.; APN: 0168-343-01-0000) IS 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 on the North side of Mentone Ave., South of Mill Creek Rd., East of Amethyst St., and West of Garnet St. in Mentone, CA; APN 0168-343-01-0000, 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, 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 Council has reviewed this Resolution and now desires to declare the Property as 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 no longer necessary for the City's use, and is therefore declared surplus pursuant to Government Code Section 54220 et. Seq. and based upon the following findings:

Finding: The land is surplus and is not necessary for the City's use.

Evidence: The property was purchased for potential expansion of water facilities. The property is no longer required for future expansion.

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 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 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 July, 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 July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

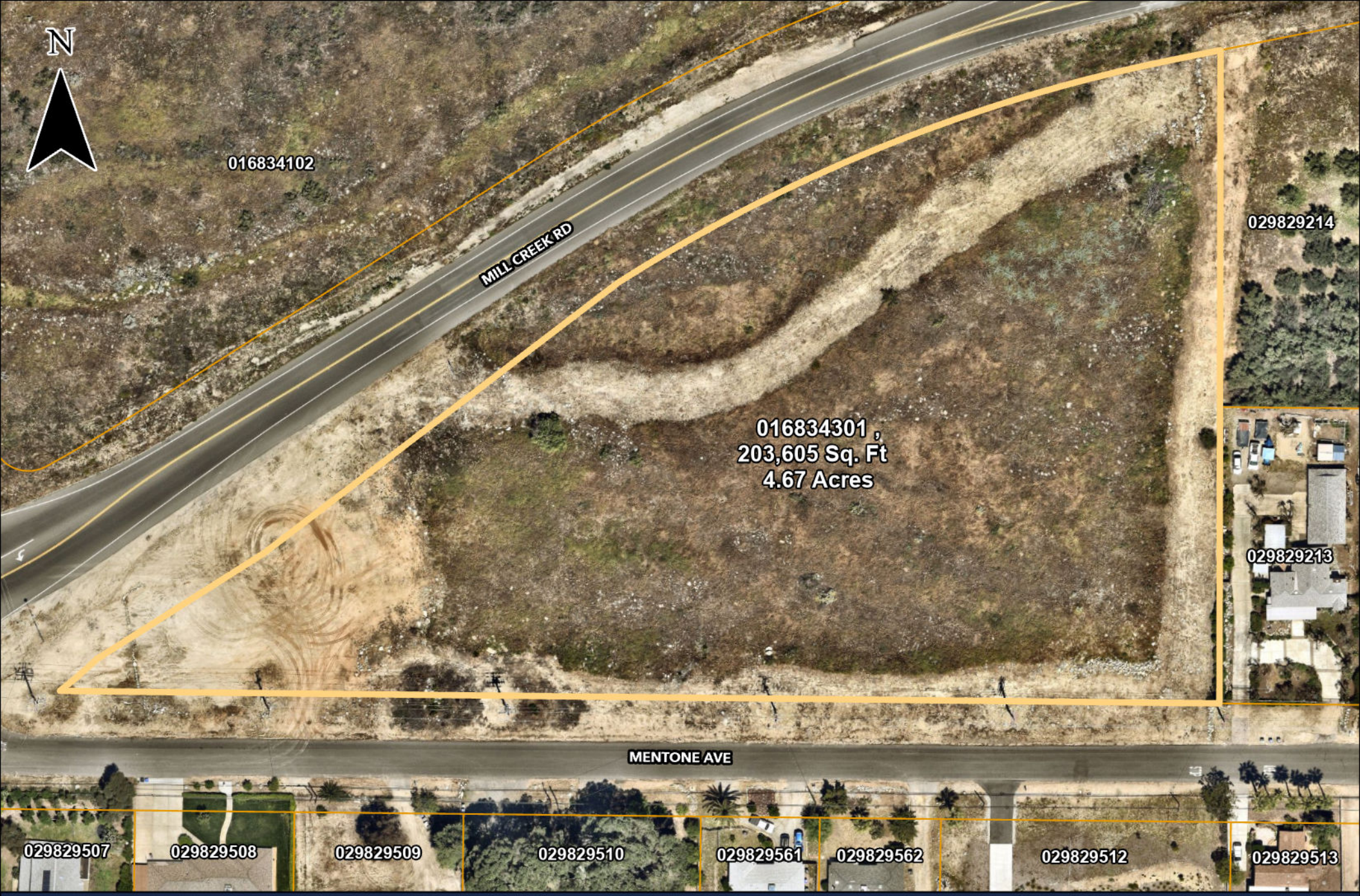
_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Description of Property

APN 0168-343-01-0000

STRETCH MAP OF MENTONE PTN LOT 1 AND PTN W 301 FT LOT 3 LYING S OF MILL CREEK ROAD



APN 0168-343-01

2300-2306 Mentone Ave.

Parcel boundaries

0 80 160

Feet

City of Redlands
Author: Redlands GIS
Date: 6/10/25

City Council Meeting **H. 6.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8709 for Street Vacation No. 198 - A request to vacate excess public right-of-way totaling approximately 6,850 square-feet in area, unimproved, and not in use for any public or roadway purposes. The subject portion of right-of-way is located on the west side of Wabash Avenue, approximately 110 feet northerly of East Sunset Drive North, and abutting Assessor's Parcel Numbers 0300-012-09-0100, 0300-012-10-0000, and 0176-481-08-0000. This proposal is exempt from environmental review pursuant to Section 15061(b)(3) 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 motions are provided:

1. I move that the City Council determine that adoption of Resolution No. 8709 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 to adopt Resolution No. 8709 and approve Street Vacation No. 198.

RECOMMENDATION:

On June 24, 2025, the Planning Commission determined the proposed Street Vacation would be in conformance with the 2035 General Plan, and recommended that the City Council approve Street Vacation No. 198.

DISCUSSION:

The applicant is requesting to vacate an excess portion of public right-of-way consisting of approximately 6,850 square feet of unimproved land, which is considered right-of-way for a future planned public roadway, but has never been previously improved or used for any public roadway purposes. The subject portion of right-of-way is located on the west side of Wabash Avenue, approximately 110 feet north of East Sunset Drive North, and adjacent to three parcels located at the northwest corner of Wabash Avenue and E. Sunset Drive North (APNs: 0300-012-09-0100, 0300-012-10-0000, and 0176-481-08-0000). See Attachment A for a Location Map and Aerial Photo.

The applicant requests to vacate the site to allow for future development of the adjacent properties. The subject site is located westerly of Wabash Ave, approximately 110 feet north of East Sunset Drive North (formerly known as Edgemont Drive), in an area known as “Sunset Heights.” When Sunset Heights was originally surveyed in the early 1900’s, a circuitous road alignment was planned for Edgemont Drive that was common for the era. The subject site was a part of the original alignment of that planned roadway, but was never improved or used for roadway purposes. In 1978, a subdivision map was approved over portions of the old road alignment to allow for development of the area. Concurrently, a new roadway alignment was established for Sunset Avenue and constructed. With the establishment of the new Sunset Avenue alignment, the original right-of-way dedication became unnecessary, and is therefore now excess right-of-way (see Attachment B – Site Photo).

The subject portion of right-of-way varies in width between 50.5 feet (on the westerly edge) to 52.0 feet (on the easterly edge at Wabash Ave.), and varies in length between 130 feet (on the south edge) to 143 feet (on the north edge). The total land area is approximately 6,850 square feet (see Attachment C - Legal Description and Exhibit). If approved, the vacated land would return to the abutting two vacant properties (APNs 0300-012-09 and 0300-012-10) to enable possible future development. Due to the topography and hilly characteristics of the area (including these two parcels), the old right-of-way dedication inhibits realistic development potential on at least one of these parcels (APN 0300-012-10).

On June 24, 2025, the Planning Commission reviewed the proposal and adopted Resolution No. 1709, determining the street vacation would be in conformance with the 2035 General Plan (see Attachment D - Planning Commission Staff Report).

Pursuant to the California Streets and Highways Code (which defines the general procedures for public street and easement vacations), the City Council may adopt a resolution summarily vacating a public street that has been

impassable for vehicular travel for a period of five consecutive years preceding vacation, and no public money was expended for maintenance on the street during such period. These findings can be made for the subject segment of the public road (which has not been developed or improved) and is identifiable as public right-of-way only on maps. Therefore, the summary vacation meets the criteria and may be approved.

Based on the conditions on the ground and the adjoining land uses, the subject right-of-way is not necessary for public access. Adjacent property owners do not need this right-of-way for access to their properties, as they obtain access from existing roadways (i.e., from their frontages on East Sunset Drive North). The proposed Street Vacation would not result in any negative impacts to the traffic-carrying capacity of the adjacent streets, since the area proposed to be vacated has been determined to be excess right-of-way by the City Engineer and is not currently in public use. The area to be vacated would be returned to the abutting property owner(s).

ENVIRONMENTAL REVIEW

Street Vacation No. 198 will have no potentially significant effects on the environment and qualifies for exemption from environmental review in accordance with Section 15061 (b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption for projects where it can be seen with certainty that there will be no environmental effects as a result of the activity.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information; or,
2. Not adopt the Resolution.

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
Christopher Boatman, Assistant City Manager

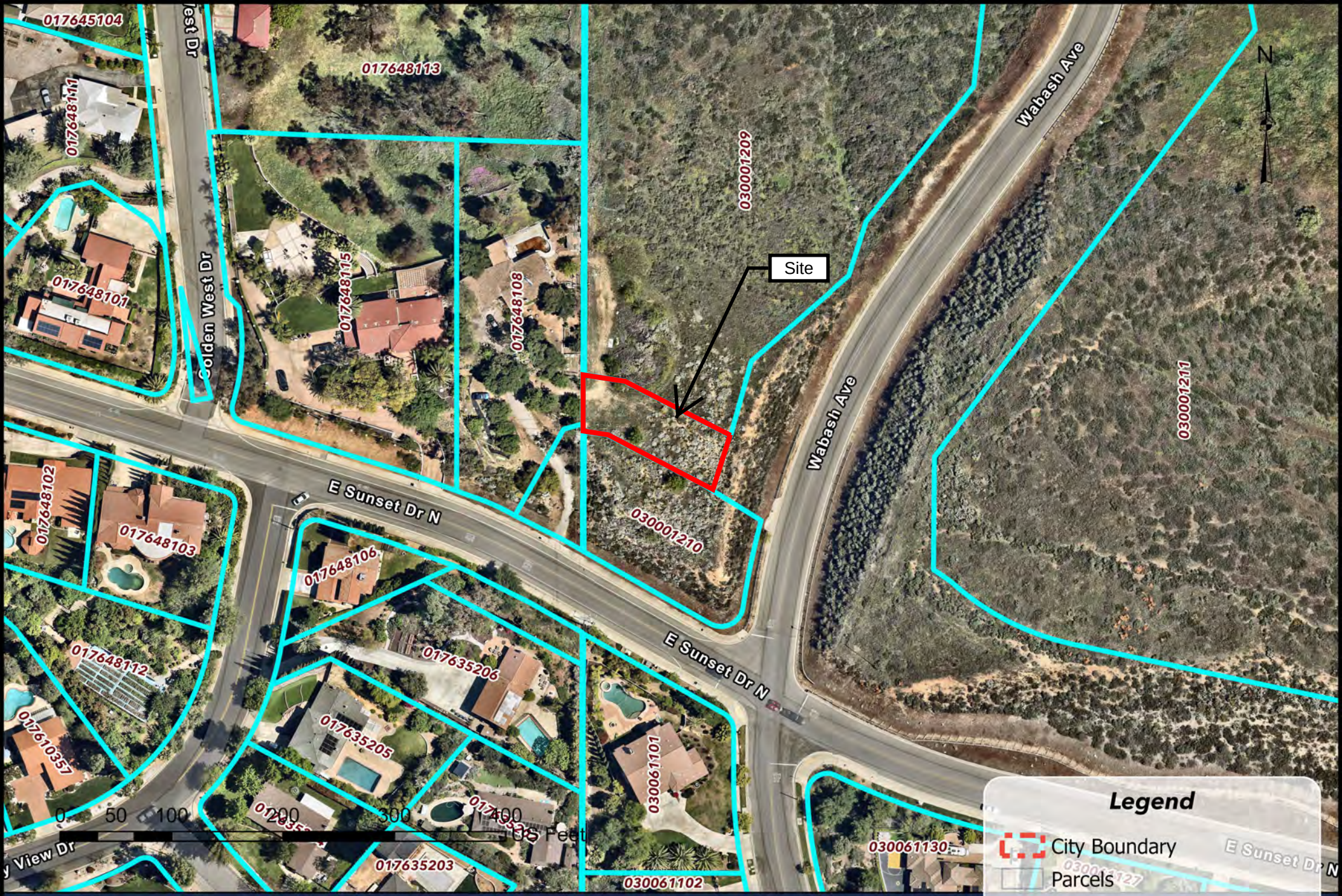
PREPARED BY:
Rosemary Montoya, Assistant Planner

Fiscal Impact

Fiscal Year: 2024-2025
Revenue Generating: n/a
Appropriation Required Y/N: n
Discussion:
Vacation of the right-of-way will not have a negative fiscal impact on the City's budget. A fee of $4,571.00 has been paid by the applicant to defray the expenses of researching and processing this application.

Attachments

A - Location Map and Aerial Photo
B - Site Photo
C - Planning Commission Staff Report
D-1 - City Council Resolution No. 8709
D-2 - Exhibits A and B to Resolution No. 8588 (Legal Description and Plat Map)



City of Redlands

A- Location Map and Aerial Photo

Author: Redlands GIS **Date:** 6/9/2025


Site
E Sunset Ave N
Wabash Ave

APPLICANT: MARISELA LABASTIDA
(PROJECT PLANNER: ROSEMARY MONTOYA)

Consideration of a Determination for General Plan conformity for **Street Vacation No. 198 –** A request to vacate excess public right-of-way of approximately 6,850 square feet, that is unimproved and not in use for any public or roadway purposes. The subject portion of right-of-way is located on the west side of Wabash Ave, approximately 110 feet north of East Sunset Drive, adjacent to APNs: 0300-012-09-0100, 0300-012-10-0000 and 0176-481-08-0000. This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

1. General Plan Designation:	None (public right-of-way)
2. Existing Zoning:	Not applicable
3. Surrounding Zoning:	North: Residential Estate (R-E) East: Agriculture (A-1) South: Residential Estate (R-E) West: Residential Estate (R-E)
4. Existing Land Use:	The subject portion of right-of-way is vacant and unimproved
5. Surrounding Land Use:	North: Vacant East: Vacant South: Vacant West: Single-Family Residential
6. Area/Topography:	The portion of public right-of-way to be vacated is located in an area with steep slopes surrounded by vacant property and single-family residential development.
7. Environmental Assessment:	Exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.
8. Socio-Economic/Cost Benefit Study:	Not Applicable
9. Planning Commission Submittal Dates:	A. Date Submitted: February 6, 2025 B. Date Accepted as Complete: March 6, 2025 C. Planning Commission Meeting: June 24, 2025

PROPOSAL

The applicant has filed an application to vacate an excess portion of public right-of-way of approximately 6,850 square feet, which is considered a public roadway but has not been previously improved or used for any public purpose. This portion of right-of-way is located on the west side of Wabash Avenue, approximately 110 feet north of East Sunset

Drive, adjacent to APNs: 0300-012-09-0100, 0300-012-10-0000 and 0176-481-08-0000 (see Attachment A – Location Map and Aerial Photo).

BACKGROUND

The applicant requests to vacate the site to allow for future development of the adjacent properties. The subject site is located westerly of Wabash Ave, approximately 110 feet north of East Sunset Drive (formerly known as Edgemont Drive), in an area known as "Sunset Heights". When Sunset Heights was originally surveyed in the early 1900's, a circuitous road alignment was planned for Edgemont Drive that was common for the time. The subject site was a part of the original alignment of the road. In 1978, a subdivision map was approved over portions of the old road alignment to allow for development of the area, and a new roadway alignment was established for Sunset Avenue and improved. With the establishment of the new Sunset Avenue alignment, the original right-of-way dedication became excess and unnecessary (see Attachment B – Site Photos)

The subject portion of right of way is approximately 51 feet wide with a total area of approximately 6,850 square feet (see Attachment C - Legal Description and Exhibit).

ANALYSIS

Pursuant to State law, the City may regulate traffic on its public streets, alleys, and walkways only to the extent expressly authorized. The law permits the City to vacate a street, alley, or walkway upon a finding supported by substantial evidence that the right of way is no longer needed for vehicular or pedestrian traffic and is unnecessary for present or prospective use.

California Government Code Section 65402(a) requires that prior to considering a vacation or abandonment of any public right-of-way, the planning agency (i.e., Planning Commission) shall review the matter and render a determination as to the proposal's conformity with the City's General Plan.

The 2035 General Plan's "Connected City" chapter, "Figure 5-4: Proposed Roadway Improvements" does not show the subject portion of unimproved roadway. Similarly, "Figure 5-5 Roadway Classification" shows the existing alignment of Sunset Drive that was previously approved and developed by the underlying residential subdivision. In addition, the proposal will be consistent with General Plan Action 5-A.39, "Allow the City Engineer to adjust road standards where needed, based on actual conditions on the ground such as right-of-way availability, traffic volumes, and adjoining land uses". Therefore, if approved, Street Vacation No. 198 will not conflict with any General Plan map or designation.

Based on the conditions on the ground and the adjoining land uses, the subject right-of-way is not necessary for public access. Adjacent owners do not need this right-of-way for access to their properties, as they obtain access from existing roadways (i.e., from their

frontages on East Sunset Drive North). The proposed Street Vacation would not result in any negative impacts to the traffic-carrying capacity of the adjacent streets since the area proposed to be vacated has been determined to be excess right-of-way by the City Engineer and is not currently in public use.

ENVIRONMENTAL REVIEW

Street Vacation No. 198 will have no significant effects or potentially significant effects on the environment as a result of this proposal, and qualifies for exemption from environmental review in accordance with Section 158061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

FINDINGS

The Planning Commission may find and determine that the requested street vacation is consistent with the City's General Plan.

RECOMMENDATIONS

Staff recommends that the Planning Commission find that Street Vacation No. 198 is in conformity with the City's General Plan.

MOTIONS

"I move that the Planning Commission adopt Resolution No. 1709 and determine that Street Vacation No. 198 for a portion of unused roadway adjacent to Wabash Avenue is in conformity with the City's General Plan."

RESOLUTION NO. 8709

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT EXCESS PUBLIC ROAD RIGHT-OF-WAY LOCATED OVER AN EXISTING SINGLE-FAMILY RESIDENTIAL PROPERTY LOCATED ON THE WEST SIDE OF WABASH AVE, APPROXIMATELY 110 FEET NORTH OF EAST SUNSET DRIVE NORTH IS UNNECCESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES, AND ORDERING A SUMMARY VACATION (STREET VACATION NO. 198)

WHEREAS, Marisela Labastida, authorized representative for the property owners, has requested the summary vacation of a portion of excess, undeveloped right-of-way totaling approximately 6,850 square feet in area, located on the west side of Wabash Ave, approximately 110 feet north of East Sunset Drive, adjacent to APNs: 0300-012-09-0100, 0300-012-10-0000 and 0176-481-08-0000; and

WHEREAS, the City of Redlands is authorized to vacate all or part of a public street or public service easement within the City pursuant to the Public Streets, Highways, and Service Easements Vacation Law (California Streets & Highways Code, Section 8300 et. seq.); and

WHEREAS, pursuant to Section 8331 of the California Streets & Highways Code, the City may summarily vacate a street if the street or highway has been impassable for vehicular travel and no public money was expended for maintenance on the street during such period, and the proposal meets this criteria; and

WHEREAS, pursuant to Section 8334(a) of the California Streets & Highways Code, the City may summarily vacate excess right-of-way of a street not required for street purposes, and the proposal meets this criteria; and

WHEREAS, in accordance with Section 8334.5 of the California Streets & Highways Code, the street may be summarily vacated if there are no in-place public utility facilities that are in use that would be affected by the vacation, and the proposal meets this criteria; and

WHEREAS, the proposal qualifies for exemption from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any significant environmental effects; and

WHEREAS, the City has determined that the City Engineer (or other City official deemed appropriate or otherwise authorized by City) shall be authorized to (a) sign all documentation necessary to vacate and quitclaim said excess right-of-way and easements, and (b) cause such documentation to be recorded in the Official Records; and

WHEREAS, on June 24, 2025, the Planning Commission held a public meeting on the proposal, and found that the vacation of the excess right-of-way would be in conformance with the City of Redlands 2035 General Plan; and

WHEREAS, on July 15, 2025, the City Council held a public meeting on the proposed summary vacation, and considered all testimony provided by the applicant and any other persons interested on the proposed vacation.

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

SECTION 1. The proposed vacation of said portion of road right-of-way, located on the west side of Wabash Ave, approximately 110 feet north of East Sunset Drive North, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 2. The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 4 of the Streets & Highways Code of the State of California, hereby orders the summary vacation of approximately 6,850 square feet of excess right-of-way, as more specifically described in Exhibit "A" and "B" attached hereto and made a part hereof, based upon the following determinations:

A. For a period of five consecutive years or more, the subject segment of public right-of-way has been impassible for vehicular traffic.

B. No public money has been expended for maintenance of the subject segment of public right-of-way during the period it has been impassible.

C. In accordance with Streets & Highways Code Section 892, the subject segment of public right-of-way is not useful as a motorized or non-motorized transportation facility; and

D. The subject segment of public right-of-way is excess and unnecessary right-of-way for street or highway purposes.

SECTION 3. The City Engineer (or other City official deemed appropriate or otherwise authorized by City) is hereby authorized to and shall sign all documentation necessary to effect the vacation of the subject excess right-of-way, at which time the subject excess right-of-way shall be vacated and no longer constitute a street, highway, or public service easement.

SECTION 4. This resolution shall take effect immediately following the recordation of this Resolution by the San Bernardino County Recorder.

ADOPTED, SIGNED AND APPROVED this 15th day of July, 2025.

_____
Mario Sauceda, 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 July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A
Legal Description
Street Vacation No. 198

[Attached]

Exhibit B
Plat Map
Street Vacation No. 198

[Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
STREET VACATION – SUNSET DRIVE

THAT PORTION OF GOVERNMENT LOT 3, IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 6 AS SHOWN ON PARCEL MAP NO. 3273, AS PER MAP RECORDED IN BOOK 34, PAGES 96 THROUGH 100, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTH 00º00'10" WEST, ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 981.69 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NORTHERLY SUNSET DRIVE AS SHOWN ON SAID PARCEL MAP NO. 3273, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 81º28'29" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, 36.10 FEET;

THENCE SOUTH 63º04'30" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, 101.26 FEET;

THENCE SOUTH 58º31'36" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, 6.28 FEET TO THE WEST RIGHT OF WAY LINE OF WABASH AVENUE AS SHOWN ON MAP RECORDED IN BOOK 101, PAGES 30 THROUGH 35, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 15º26'09" WEST, ALONG THE SOUTHERLY PROLONGATION OF SAID WEST RIGHT OF WAY LINE OF WABASH AVENUE, 52.02 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID NORTHERLY SUNSET DRIVE;

THENCE NORTH 58º31'36" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 18.67 FEET;

THENCE NORTH 63º04'30" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 91.18 FEET;

THENCE NORTH 81º28'29" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 20.50 FEET TO SAID WEST LINE OF SECTION 6;

DESCRIPTION CONTINUES ON PAGE 2

THENCE NORTH 00º00'10" WEST, ALONG SAID WEST LINE, 50.56 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID DESCRIPTION CONTAIN 6,850 SQUARE FEET, MORE OR LESS.

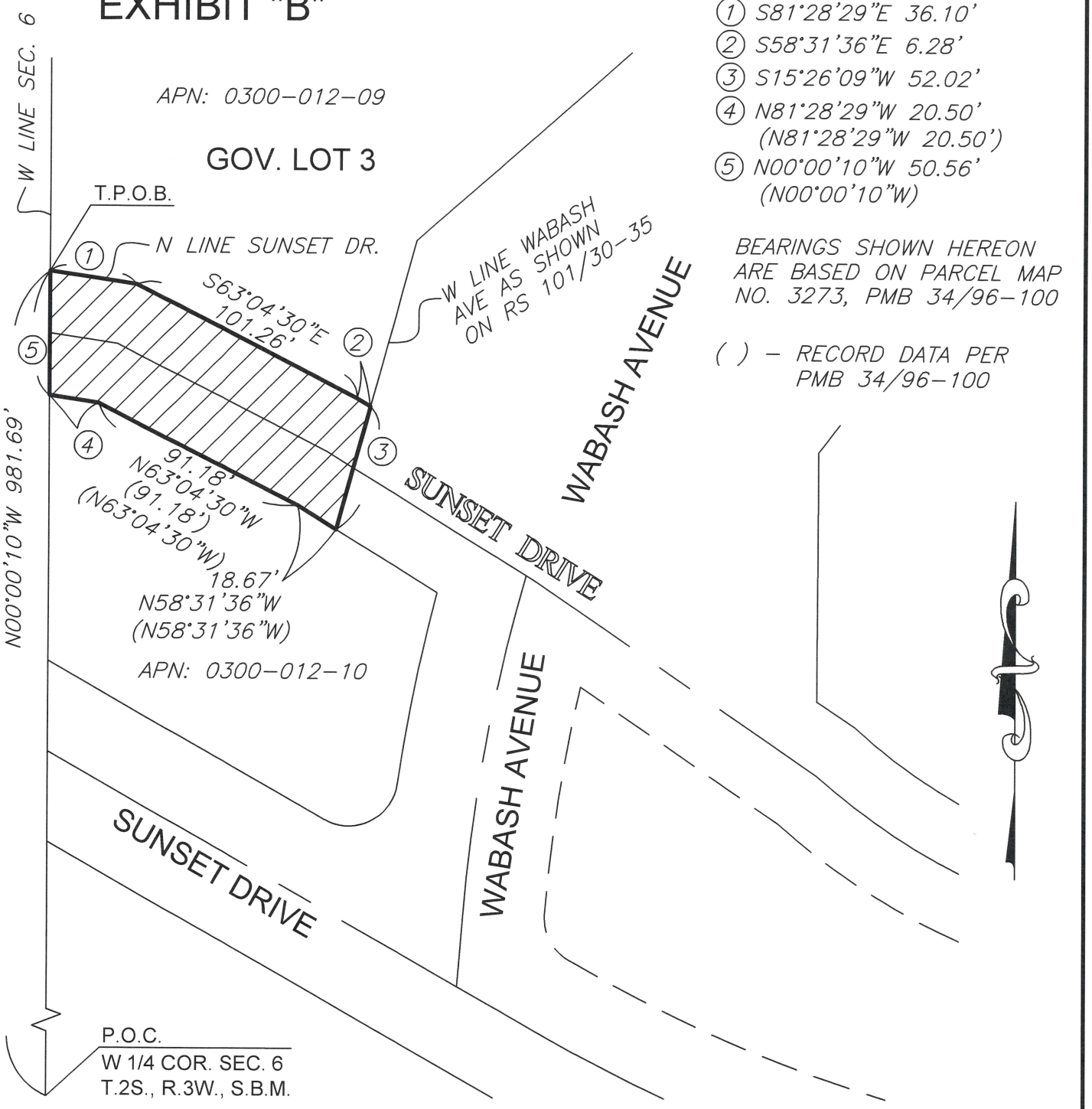
SEE PLAT ATTACHED AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

ON POINT LAND SURVEYING, INC.
PREPARED BY:

ANTHONY D. SMITH, PLS 8133
DATE: 5/1/2025



EXHIBIT "B"



1. S81°28'29"E 36.10'
2. S58°31'36"E 6.28'
3. S15°26'09"W 52.02'
4. N81°28'29"W 20.50' (N81°28'29"W 20.50')
5. N00°00'10"W 50.56' (N00°00'10"W)

BEARINGS SHOWN HEREON ARE BASED ON PARCEL MAP NO. 3273, PMB 34/96-100

( ) – RECORD DATA PER PMB 34/96-100

PN: 563-001

PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
No. 8133
EXP. 12-31-26
STATE OF CALIFORNIA

STREET VACATION - SUNSET DRIVE

PREPARED AT THE REQUEST OF MARISELA LABASTIDA

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. AND BY THIS REFERENCE MADE A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY: _____

DATE: 5/1/2025

PREPARED BY: ON POINT LAND SURVEYING, INC.

SCALE: 1"=60'

DATE: DECEMBER 2024

SHEET 1 OF 1

City Council Meeting **H. 7.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8708 for Street Vacation No. 199 - A request to vacate portions of excess right-of-way on Domestic Avenue totaling 8,149 square feet in area, located on the east side of Interstate 210 and approximately 2,400 feet west of Texas Street, adjacent to Assessor's Parcel Numbers 0167-932-55-0000 and 0167-06-101-0000. This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that the recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that adoption of Resolution No. 8708 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 to adopt Resolution No. 8603 and approve Street Vacation No. 199.

RECOMMENDATION:

On June 24, 2025, the Planning Commission reviewed the proposal and adopted Resolution No. 1708 determining the requested Street Vacation would be in conformance with the 2035 General Plan, and recommended approval (see Attachment B - Planning Commission Staff Report).

DISCUSSION:

Project Description: The applicant is requesting to vacate portions of excess right-of-way on Domestic Avenue totaling 8,149 square feet in unimproved land, and which have never been previously improved or used for public roadway purposes. The subject portion is located east of Interstate 210 and approximately 2,400 feet west of Texas Street, adjacent to Assessor's Parcel Numbers 0167-932-55-0000 and 0167-06-101-0000 (see Attachment A, Location Map and Aerial Photo).

Background: The applicant requests to vacate small portions of the Domestic Avenue right-of-way to accommodate a re-design of the street terminus for a knuckle design (rather than a cul-de-sac) at the end of Domestic Avenue, which will allow for coordinated development of the adjacent properties. The proposed vacation is between Tract No. 20336 (Specific Plan No. 64) and Tract No. 20528 (Specific Plan 64, Amendment 1). Tract No. 20336 is located on the north side of Domestic Avenue (the original Bergamot Specific Plan) and includes 317 residential lots and a new 12-acre public park, and is currently under construction. The Street Vacation must also be approved before the Final Map may be recorded for Tract No. 20336.

Following the approval of Tract No. 20336 and Specific Plan No. 64, a revision to the Specific Plan was submitted, which expanded the Specific Plan boundaries to include 15 acres on the south side of Domestic Avenue. Tentative Tract Map 20528 subdivided two vacant parcels into 117 residential lots as well as a new parking lot area for the new park to the north plus an extension of the Santa Ana River Trail.

Analysis: There are two portions of Domestic Avenue included in the request for vacation (see Attachment B, exhibit showing Street Vacation areas). The first portion is 124 feet long and 40 feet wide (total of 5,060 square feet) located at the western terminus of Domestic Avenue. The second portion is a remnant area of a cul-de-sac design from the subdivision to the north (Tract No. 20336) and totals 3,087 square feet. The requested vacations will accommodate a re-design for a knuckle at the westerly terminus of Domestic Avenue. Domestic Avenue does not provide any access to the 210 Freeway. Therefore, there is no potential access (vehicular or pedestrian) or uses that would be detrimentally affected by the vacated right-of-way. Domestic Avenue will then be constructed to its full width and improvements (including curbs, gutters, and sidewalks) between Tracts Nos. 20336 and 20528. The area to be vacated would be returned to the developer of the Bergamot Specific Plan (ultimately to be included in the area dedicated within the new public park, which the developer will subsequently dedicate to the City).

On June 24, 2025, the Planning Commission reviewed the proposal and adopted Resolution No. 1708, determining the street vacation would be in conformance with the 2035 General Plan (see Attachment B - Planning Commission Staff Report).

Pursuant to the California Streets and Highways Code (which defines the general procedures for public street and easement vacations), the City Council may adopt a resolution summarily vacating a public street that has been impassable for vehicular travel for a period of five consecutive years preceding vacation, and no public money was expended for maintenance on the street during such period. These findings can be made for the subject portions along Domestic Avenue (which has not been developed or improved) and is identifiable as public right-of-way only on maps. Therefore, the summary vacation meets the criteria and may be approved.

Based on the conditions on the ground and the adjoining land uses, the subject right-of-way is not necessary for public access. Adjacent property owners (i.e., the developer of Specific Plan 64) nor the City need these small portions of right-of-way. Domestic Avenue will ultimately be constructed to its full width and improvements for future use by the public. The proposed vacation would not result in any negative impacts to the traffic-carrying capacity of the adjacent streets, since the area proposed to be vacated has been determined to be excess right-of-way by the City Engineer and is not currently in public use.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information; or,
2. Not adopt the Resolution (which would delay recording the Final Map for Tract No. 20336).

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
Christopher Boatman, Assistant City Manager

PREPARED BY:
Nylsen Escajeda, Assistant Planner

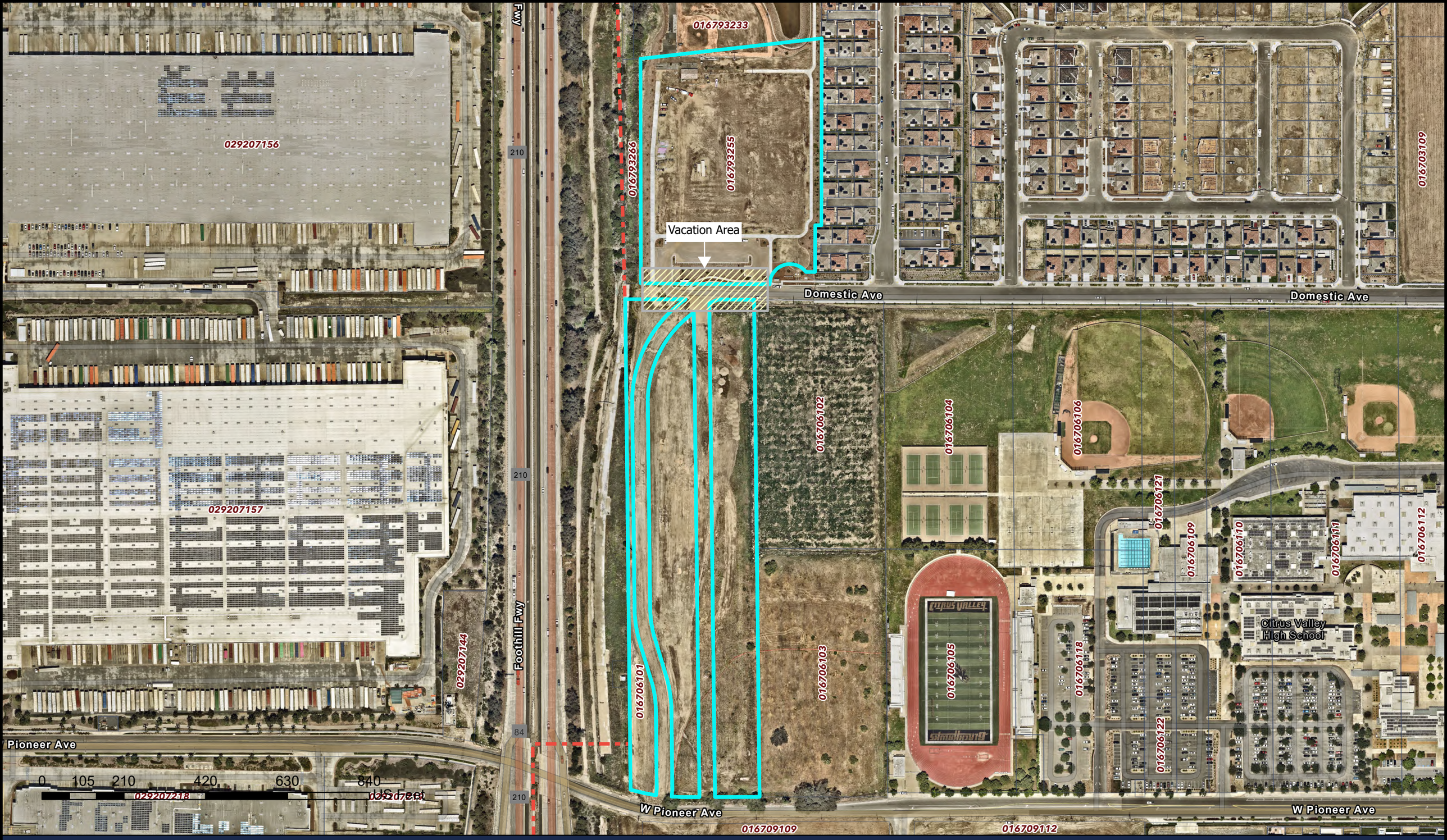
Fiscal Impact

Fiscal Year: 24-25
Revenue Generating: n/a
Appropriation Required Y/N: No
Discussion:

There will be no fiscal impact to the General Fund. The applicant paid the applicable application filing fee.

Attachments

Attachment A: Location Map and Aerial
Attachment B: Exhibit of Street Vacation areas
Attachment C-1 - City Council Resolution No. 8708
Attachment C-2 - Exhibits A and B to Resolution (Legal Description and Exhibit)



City of Redlands

Attachment A: Location Map and Aerial Photo

Author: Redlands GIS **Date:** 6/9/2025

TRACT NO.
20336

VACATE- SEPARATE DOC

VACATE- SEPARATE DOC

PROPOSED
RIGHT OF WAY

DEDICATE- SEPARATE DOC

EXISTING 36" SD
PER DWG NO. 2376-SD

EXISTING RIGHT
OF WAY

TRACT NO. 20336
BOUNDARY

EXISTING SIDEWALK
PER DWG NO. 2376-ST

EXISTING 12" DW
PER DWG NO. D-60744

EXISTING 18" SS
PER DWG NO. F-1861

DOMESTIC AVENUE
(EXISTING – PUBLIC)

EXISTING 8" RW
PER DWG NO. NP-00101

TRACT NO. 20528
BOUNDARY

LOT G

EXISTING 24" SD
PER DWG NO. 1835-SD

EXISTING SIDEWALK
PER DWG NO. 2376-ST

EXISTING RIGHT
OF WAY

PROPOSED
RIGHT OF WAY

PER PIONEER FINAL MAP

LOT F

PROPOSED
RIGHT OF WAY

TRACT NO. 2028
BOUNDARY

LOT F PER DWG
NO. 2377-ST

PROPOSED 8" RW
PER DWG NO. NP-00102

LIMETTA LANE
(PROPOSED – PUBLIC)

TRACT NO.
20528

PROPOSED 12" DW
PER DWG NO. D-60745

87

86

LOT I PER DWG
NO. 2443-GP

LOT I

PROPOSED 8" SS
PER DWG NO. F-1862

PROPOSED SIDEWALK
PER DWG NO. 2377-ST

PROPOSED 24" SD
PER DWG NO. 2377-SD

PROPOSED SIDEWALK
PER DWG NO. 2377-ST

88

89

STREET RIGHT OF WAY VACATION
SUBMITTED TO CITY

ADDITIONAL VACATION REQUESTED
BY CITY

RIGHT OF WAY DEDICATION BY
SEPARATE DOCUMENT TO BE PREPARED

STREET RIGHT OF WAY DEDICATION
ON FINAL MAP #20528

20 0 10 20 40
SCALE 1"= 20'

DOMESTIC AVENUE
RIGHT OF WAY QUICKCLAIM
REDLANDS, CA

DATE: 9/19/2024

RESOLUTION NO. 8708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT EXCESS PUBLIC ROAD RIGHT-OF-WAY LOCATED ON DOMESTIC AVENUE, APPROXIMATELY 2,400 FEET WEST OF TEXAS STREET, IS UNNECCESSARY FOR PRESENT OR PROSPECTIVE PURPOSES, AND ORDERING A SUMMARY VACATION (STREET VACATION NO. 199)

WHEREAS, Nick Harris, authorized representative for the property owners, has requested the summary vacation of a portion of excess undeveloped right-of-way on Domestic Avenue totaling approximately 8,149 square feet in area, located approximately 2,400 feet west of Texas Street and adjacent to Assessor's Parcel Numbers 0167-932-55-0000 and 0167-06-101-0000; and

WHEREAS, the City of Redlands is authorized to vacate all or part of a public street or public service easement within the City pursuant to the Public Streets, Highways, and Service Easements Vacation Law (California Streets & Highways Code, Section 8300 et. seq.); and

WHEREAS, pursuant to Section 8331 of the California Streets & Highways Code, the City may summarily vacate a street if the street or highway has been impassable for vehicular travel and no public money was expended for maintenance on the street during such period, and the proposal meets this criteria; and

WHEREAS, pursuant to Section 8334(a) of the California Streets & Highways Code, the City may summarily vacate excess right-of-way of a street not required for street purposes, and the proposal meets this criteria; and

WHEREAS, in accordance with Section 8334.5 of the California Streets & Highways Code, the street may be summarily vacated if there are no in-place public utility facilities that are in use that would be affected by the vacation, and the proposal meets this criteria; and

WHEREAS, the proposal qualifies for exemption from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any significant environmental effects; and

WHEREAS, the City has determined that the City Engineer (or other City official deemed appropriate or otherwise authorized by City) shall be authorized to (a) sign all documentation necessary to vacate and quitclaim said excess right-of-way and easements, and (b) cause such documentation to be recorded in the Official Records; and

WHEREAS, on June 24, 2025, the Planning Commission held a public meeting on the proposal, and found that the vacation of the excess right-of-way would be in conformance with the City of Redlands 2035 General Plan; and

WHEREAS, on July 15, 2025, the City Council held a public meeting on the proposed summary vacation, and considered all testimony provided by the applicant and any other persons interested on the proposed vacation.

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

SECTION 1. The proposed vacation of said portion of road right-of-way, located 2,150 feet west of Texas Street on Domestic, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 2. The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 4 of the Streets & Highways Code of the State of California, hereby orders the summary vacation of portions of Domestic Avenue right-of-way, as more specifically described in Exhibit "A" and "B" attached hereto and made a part hereof, based upon the following determinations:

A. For a period of five consecutive years or more, the subject segment of public right-of-way has been impassible for vehicular traffic.

B. No public money has been expended for maintenance of the subject segment of public right-of-way during the period it has been impassible.

C. In accordance with Streets & Highways Code Section 892, the subject segment of public right-of-way is not useful as a motorized or non-motorized transportation facility; and

D. The subject segment of public right-of-way is excess and unnecessary right-of-way for street or highway purposes.

SECTION 3. The City Engineer (or other City official deemed appropriate or otherwise authorized by City) is hereby authorized to and shall sign all documentation necessary to effect the vacation of the subject excess right-of-way, at which time the subject excess right-of-way shall be vacated and no longer constitute a street, highway, or public service easement.

SECTION 4. This resolution shall take effect immediately following the recordation of this Resolution by the San Bernardino County Recorder.

ADOPTED, SIGNED AND APPROVED this 15th day of July, 2025.

_____
Mario Sauceda, 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 July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A
Legal Description
Street Vacation No. 199

[Attached]

Exhibit B
Exhibit
Street Vacation No. 199

[Attached]

HUITT ZOLLARS

R314340.02
2-4-2025

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT OF WAY VACATION

Parcel 1

That portion of Domestic Avenue, as dedicated and accepted on Tract No. 20336, in the City of Redlands, County of San Bernardino, State of California, as shown on the map filed in Book 366, Pages 74 through 87, inclusive, of Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the Easterly terminus of that certain curve, concave Northeasterly, in the Northerly Right of Way line of said Domestic Avenue, shown as having a radius of 35.00 feet, a length of 35.00 feet, and a central angle of 57°18'03", a radial line of said curve to said point bears South 0°15'32" West; thence along said curve and said Northerly Right of Way line Westerly and Northwesterly 35.00 feet through a central angle of 57°18'03" to the beginning of a reverse curve, having a radius of 52.00 feet; thence Northwesterly 4.81 feet along said curve and said Northerly Right of Way line through a central angle of 5°17'44"; thence leaving said Northerly Right of Way line non-tangent South 0°15'32" West 20.01 feet to a line being parallel with and 32.00 feet Northerly of the centerline of said Domestic Avenue; thence South 89°44'28" East 32.23 feet along said parallel line to the **Point of Beginning**.

Containing an area of 190 square feet, more or less.

Parcel 2

That portion of Domestic Avenue, as dedicated and accepted on Tract No. 20336, in the City of Redlands, County of San Bernardino, State of California, as shown on the map filed in Book 366, Pages 74 through 87, inclusive, of Maps, in the office of the County Recorder of said county, described as follows:

Commencing at the Easterly terminus of that certain curve, concave Northeasterly, in the Northerly Right of Way line of said Domestic Avenue, shown as having a radius of 35.00 feet, a length of 35.00 feet, and a central angle of 57°18'03", a radial line of said curve to said point bears South 0°15'32" West; thence along said curve and said Northerly Right of Way line Westerly and Northwesterly 35.00 feet through a central angle of 57°18'03" to the beginning of a reverse curve, having a radius of 52.00 feet; thence Northwesterly 4.81 feet along said curve and said Northerly Right of Way line through a central angle of 5°17'44" to the **TRUE POINT OF BEGINNING**; thence continuing Northwesterly, Westerly, Southwesterly, and Southerly 116.77 feet through a central angle of 128°39'46" a line being parallel with and 32.00 feet Northerly of the centerline of said

Domestic Avenue; thence along said parallel line South 89°44'28" East 91.58 feet to the Westerly line of Parcel 1 described hereinabove; thence leaving said parallel line along said Westerly line North 0°15'32" East 20.01 feet to the **TRUE POINT OF BEGINNING.**

Containing an area of 2,897 square feet, more or less.

Parcel 3

The Northerly one-half of Domestic Avenue, in the City of Redlands, County of San Bernardino, State of California, as shown on map entitled "Subdivision of a portion of the N. half of the S.E Quarter- S half N.E. Quarter of Sect 16 TWP 1 S. R. 3 W S.B.M.", as per Plat filed in Book 13 of Maps, Page 42, Records of said County lying within Lot A of said Tract Map No. 20336 as shown on the map filed in Book 366, Pages 74 through 87, inclusive, of Maps, in the office of the County Recorder of said county, lying Westerly of a line described as follows:

Beginning at Point "A" as described above, being on a line parallel with and 32.00 feet Northerly of the centerline of said Domestic Avenue; thence along said parallel line North 89°44'28" West 78.07 feet to the beginning of a curve concave Northerly, having a radius of 88.00 feet; thence Westerly 16.44 feet along said curve through a central angle of 10°42'10"; thence North 79°02'18" West 39.04 feet to the beginning of a curve concave Southeasterly, having a radius of 72.00 feet; thence Northwesterly, Westerly and Southwesterly 116.55 feet through a central angle of 92°44'47" to the Southerly Right of Way line of said Domestic Avenue.

Containing an area of 2,527 square feet, more or less.

Parcel 4

The Southerly one-half of Domestic Avenue, in the City of Redlands, County of San Bernardino, State of California, as shown on map entitled "Subdivision of a portion of the N. half of the S.E Quarter- S half N.E. Quarter of Sect 16 TWP 1 S. R. 3 W S.B.M.", as per Plat filed in Book 13 of Maps, Page 42, Records of said County lying Northerly of the land described in that certain Grant Deed recorded June 14, 2022, as Document No. 2022-0215201, of Official Records, in the office of the County Recorder of said county and lying Westerly of a line described as follows:

Beginning at Point "A" as described above, being on a line parallel with and 32.00 feet Northerly of the centerline of said Domestic Avenue; thence along said parallel line North 89°44'28" West 78.07 feet to the beginning of a curve concave Northerly, having a radius of 88.00 feet; thence Westerly 16.44 feet along said curve through a central angle of 10°42'10"; thence North 79°02'18" West 39.04 feet to the beginning of a curve concave Southeasterly, having a radius of 72.00 feet; thence Northwesterly, Westerly and Southwesterly 116.55 feet through a central angle of 92°44'47" to the Southerly Right of Way line of said Domestic Avenue.

HUITT ZOLLARS

Containing an area of 2,535 square feet, more or less.

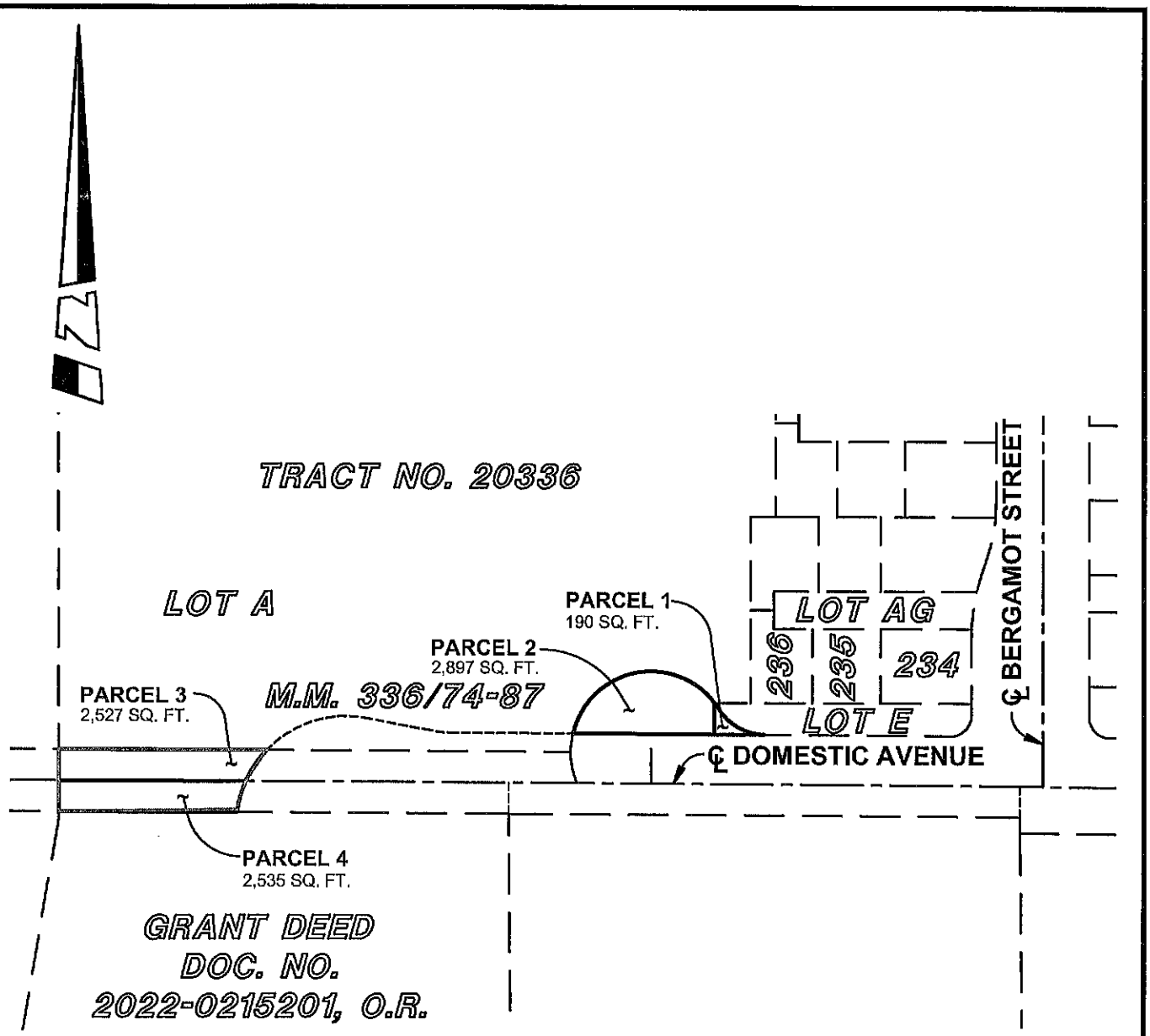
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912





PROFESSIONAL LAND SURVEYOR
DAVID W. MACKEY
NO. 8912
STATE OF CALIFORNIA

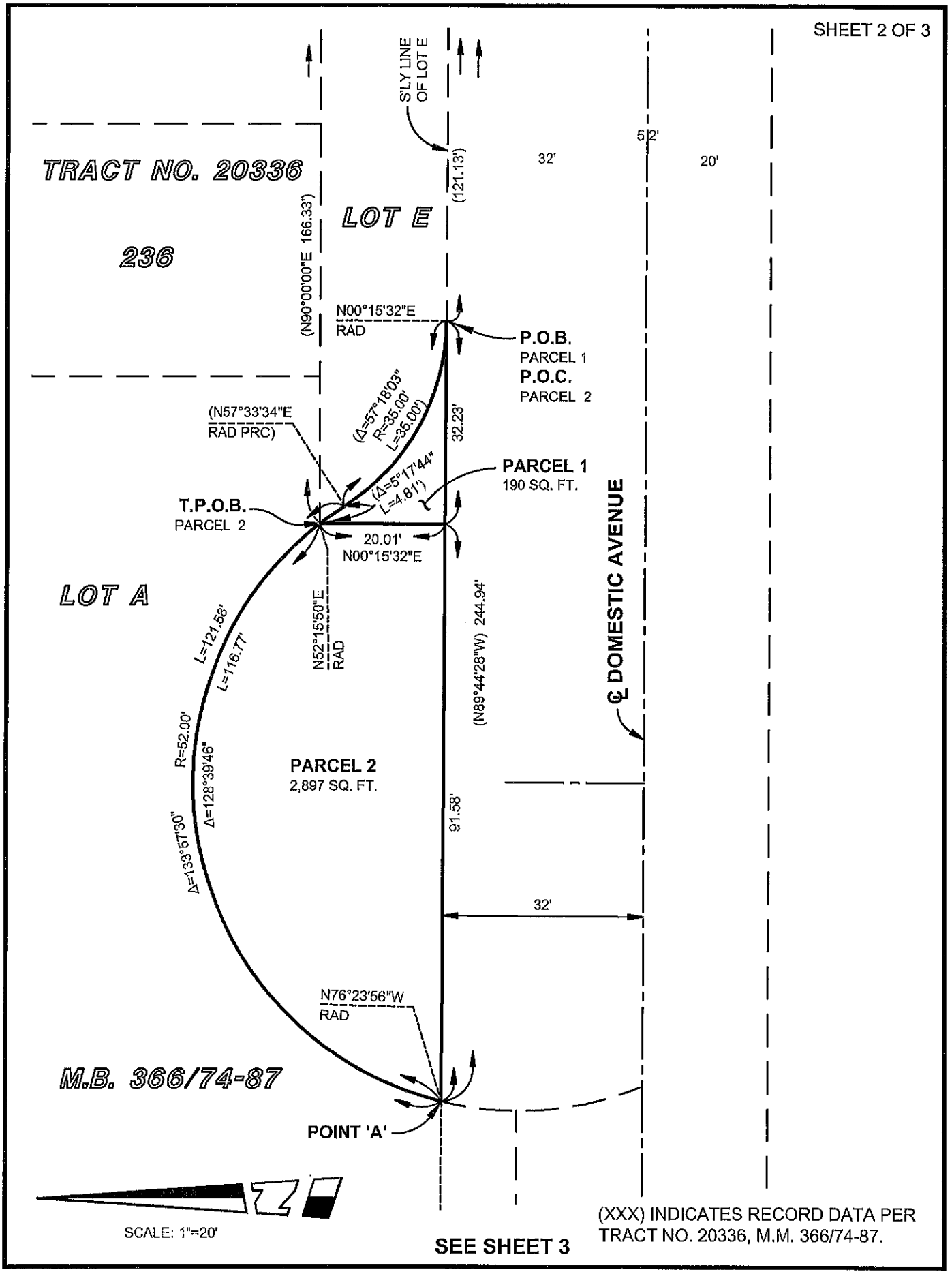
HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huitt-zollars.com

APPROVED BY: David W. Mackey
DATE: 2/4/2025

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

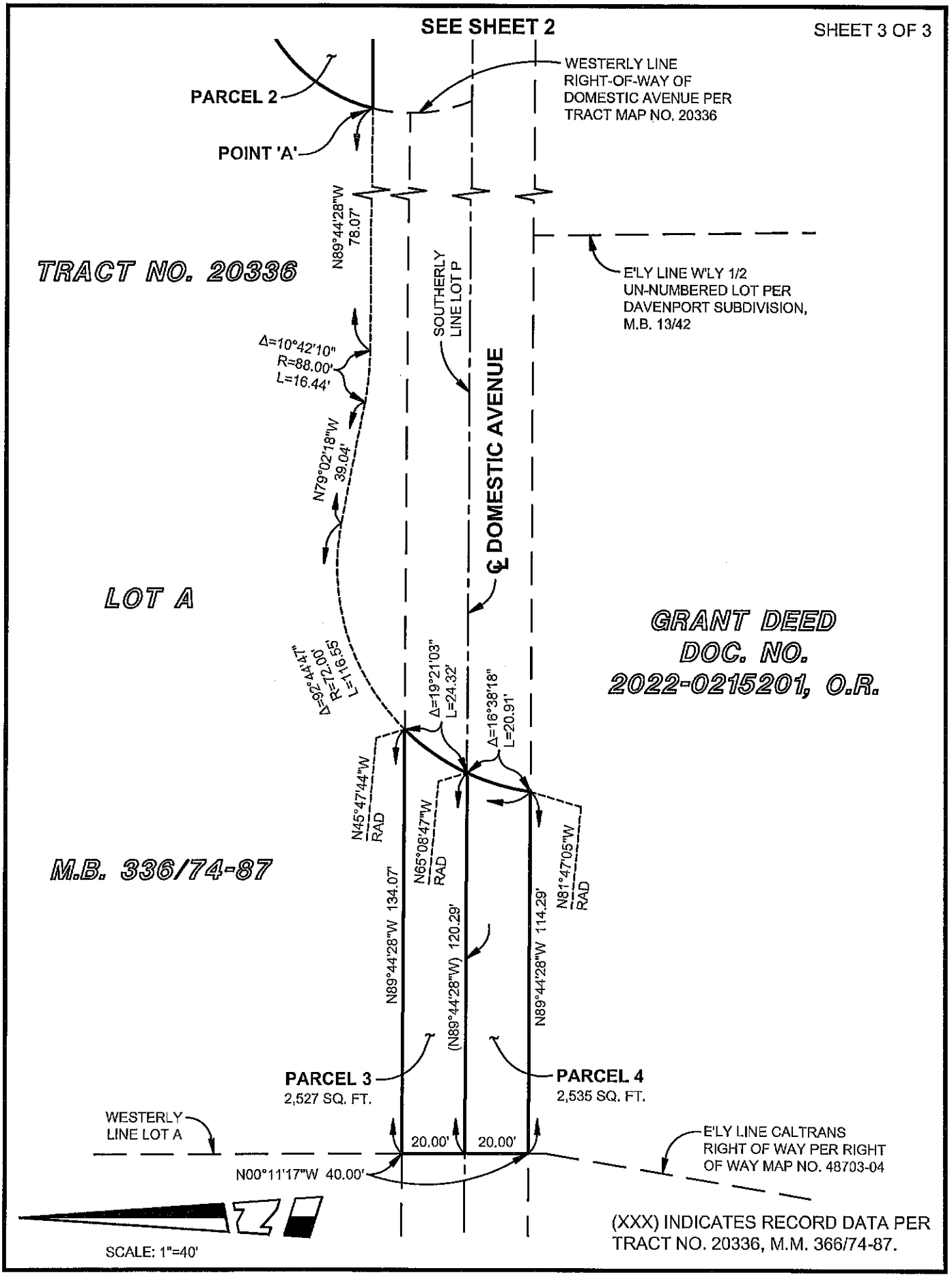
EXHIBIT 'B'
RIGHT OF WAY
VACATION

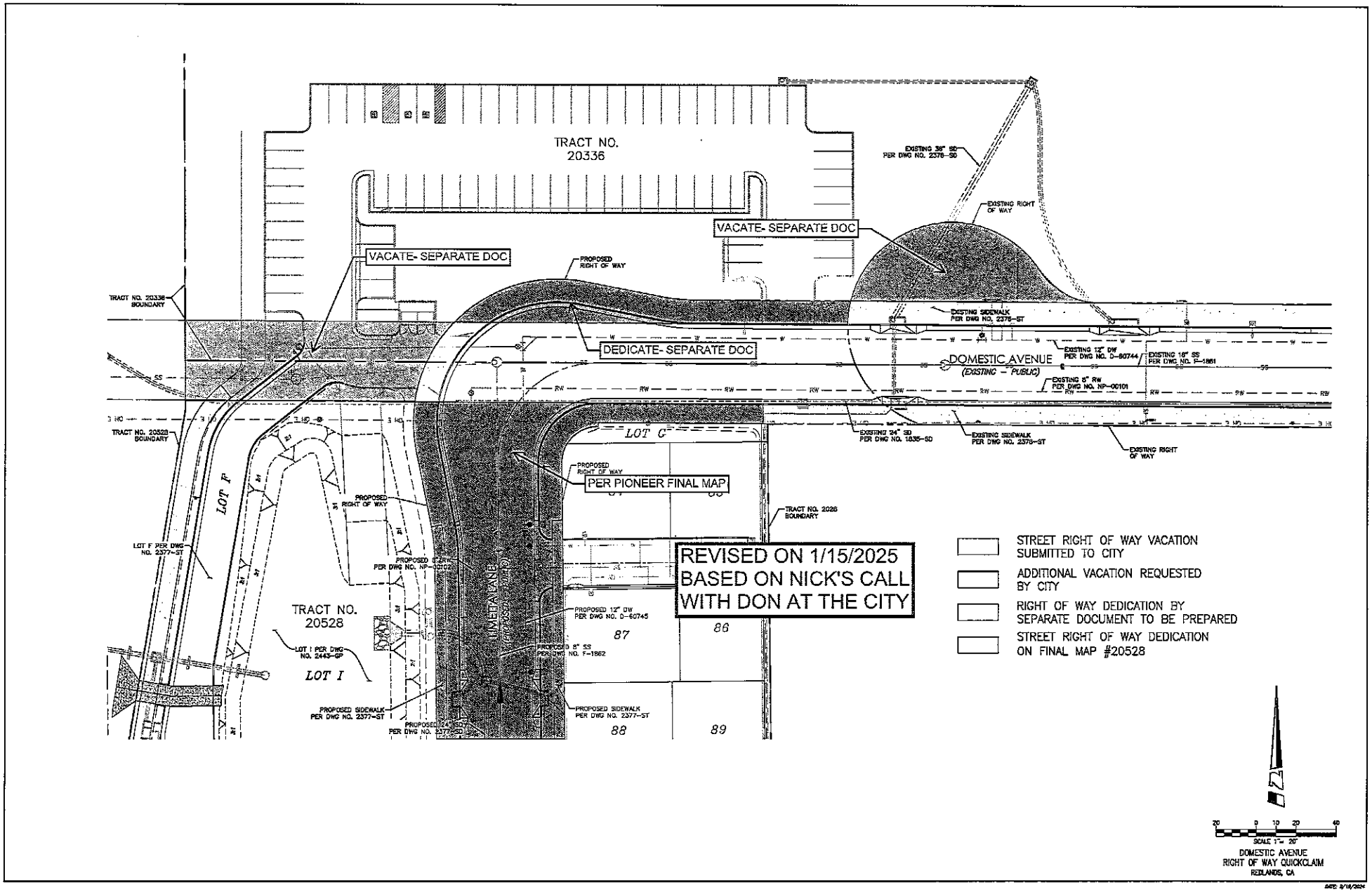
SCALE:	1" = 50'
DRAWN BY:	PAA/RD
REVIEWED BY:	DWM
DATE:	2/4/2025
JOB NUMBER:	R314340.02
SHEET	1 OF 3



(XXX) INDICATES RECORD DATA PER TRACT NO. 20336, M.M. 366/74-87.

SEE SHEET 3


SEE SHEET 2
PARCEL 2
POINT 'A'
WESTERLY LINE RIGHT-OF-WAY OF DOMESTIC AVENUE PER TRACT MAP NO. 20336
N89°44'28"W 78.07'
TRACT NO. 20336
E'LY LINE W'LY 1/2 UN-NUMBERED LOT PER DAVENPORT SUBDIVISION, M.B. 13/42
SOUTHERLY LINE LOT P
℄ DOMESTIC AVENUE
Δ=10°42'10" R=88.00' L=16.44'
N79°02'18"W 39.04'
LOT A
GRANT DEED DOC. NO. 2022-0215201, O.R.
Δ=92°44'47" R=72.00' L=116.55'
Δ=19°21'03" L=24.32'
Δ=16°38'18" L=20.91'
N45°47'44"W RAD
N65°08'47"W RAD
N81°47'05"W RAD
M.B. 336/74-87
N89°44'28"W 134.07'
(N89°44'28"W) 120.29'
N89°44'28"W 114.29'
PARCEL 3
2,527 SQ. FT.
PARCEL 4
2,535 SQ. FT.
WESTERLY LINE LOT A
20.00'
20.00'
E'LY LINE CALTRANS RIGHT OF WAY PER RIGHT OF WAY MAP NO. 48703-04
N00°11'17"W 40.00'
SCALE: 1"=40'
(XXX) INDICATES RECORD DATA PER TRACT NO. 20336, M.M. 366/74-87.


TRACT NO. 20336
VACATE- SEPARATE DOC
VACATE- SEPARATE DOC
DEDICATE- SEPARATE DOC
PER PIONEER FINAL MAP
DOMESTIC AVENUE
(EXISTING – PUBLIC)
LOT C
LOT F
LOT I
TRACT NO. 20528
REVISED ON 1/15/2025
BASED ON NICK'S CALL
WITH DON AT THE CITY
STREET RIGHT OF WAY VACATION SUBMITTED TO CITY
ADDITIONAL VACATION REQUESTED BY CITY
RIGHT OF WAY DEDICATION BY SEPARATE DOCUMENT TO BE PREPARED
STREET RIGHT OF WAY DEDICATION ON FINAL MAP #20528
SCALE 1" = 20'
DOMESTIC AVENUE
RIGHT OF WAY QUICKCLAIM
REDLANDS, CA

City Council Meeting **H. 8.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8705 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District (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. 8705 to approve a one-year extension of time for Commission Review and Approval No. 918."

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8705 to approve a one-year extension of time for Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District.

DISCUSSION:

The approved project includes the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds and related site improvements, including driveways, parking lot, landscaping, and lighting on a one-acre property. The project is located on the north side of North Place (APN: 0173-011-39-0000) within the Residential Suburban (R-S) District. See Attachment A (Location Map), Attachment B (Project Plans), and Attachment C (Planning Commission Staff Report).

The Redlands Planning Commission approved Commission Review and Approval No. 918 on September 13, 2022, and the Conditions of Approval were included in Resolution No. 1588 (Attachment D). On July 16, 2024, the City Council approved the first Extension of Time extending the entitlement for one year. The approval of the subject entitlement will expire on September 13, 2025, unless a grading or building permit has been issued to commence construction of the project, or an extension of time is granted. The applicant is currently completing construction plans to submit for building permits and engineering permits.

Approval of the time extension will make the new expiration date for this project September 13, 2026. No changes to the project are proposed, and the original Conditions of Approval remain applicable for the project. The applicant has indicated the approval of a one-year time extension will provide additional time to complete their building plans and submit them into Plan Check in July (although permits may not be issued prior to the current expiration date of September 13, 2025).

In accordance with RMC Section 18.12.130, a Commission Review & Approval permit shall expire two (2) years from the date of approval unless the holder of the permit obtains a permit and begins construction or obtains an extension of time. The City Council may grant a one-year extension of time, 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 Commission Review and Approval No. 918. This would require the applicant to resubmit an entirely new development application.

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
Christopher Boatman, Assistant City Manager

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 application filing fee.

Attachments

Attachment A - Location Map
Attachment B - Approved Project Plans
Attachment C - Planning Commission Staff Report
Attachment D - Planning Commission Resolution No. 1588
Attachment E - Resolution No. 8705 (Extension of Time)



City of Redlands

Attachment A - Location Map

Commission Review and Approval No. 918 Time

Legend

- Parcels
- Subject Parcel

NORTH PL. RESIDENTIAL CARE FACILITY FOR THE ELDERLY

ARCHITECTURAL GENERAL NOTES

1. THESE DRAWINGS AND OTHER CONTRACTS ARE INSTRUMENTS OF PROFESSIONAL SERVICES, NEVERTHELESS, THEY ARE THE PROPERTY OF MCNAUGHTON ARCHITECTURE, INC. THESE CONTRACT DOCUMENT MAY NOT BE USED WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT,

2. 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.

3. 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.

4. 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.

5. 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.

6. OWNER & CONTRACTOR TO COORDINATE LOCATION OF ARE AVAILABLE TO CONTRACTOR FOR ADMINISTRATION & STAGING OF THE PROJECT THROUGHOUT THE CONSTRUCTION PROCESS.

7. 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,

8. CONTRACTOR AND SUBCONTRACTORS SHALL KEEP CONSTRUCTION AND MATERIAL STORAGE AREAS IN A NEAT AND ORDERLY CONDITION FREE FROM ACCUMULATION OF DEBRIS.

9. 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.

10. 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.

11. 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.)

12. 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.

13. DO NOT ATTEMPT TO DETERMINE ANSWERS TO DIMENSIONAL QUESTIONS FROM THE ISSUE PRINTS OF THIS PROJECT. REFER QUESTIONS REGARDING DIMENSIONS TO THE ARCHITECT.

14. 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.

15. ALL FINISH GRADES SHALL SLOPE DOWNLOAD A MINIMUM OF 5% FOR A DISTANCE OF TEN 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,

CITY OF REDLANDS STANDARD CONSTRUCTION NOTES:

BUSINESS LICENSE REQUIREMENT FOR ARCHITECTS, ENGINEERS CONTRACTORS AND SUB CONTRACTORS PER CITY OF REDLANDS ORDINANCE: **5.04.090: 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 THIS 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 5.08 OF THIS TITLE (PRIOR CODE 211)

"NEW CONSTRUCTION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE CALIFORNIA BUILDING CODES' 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."

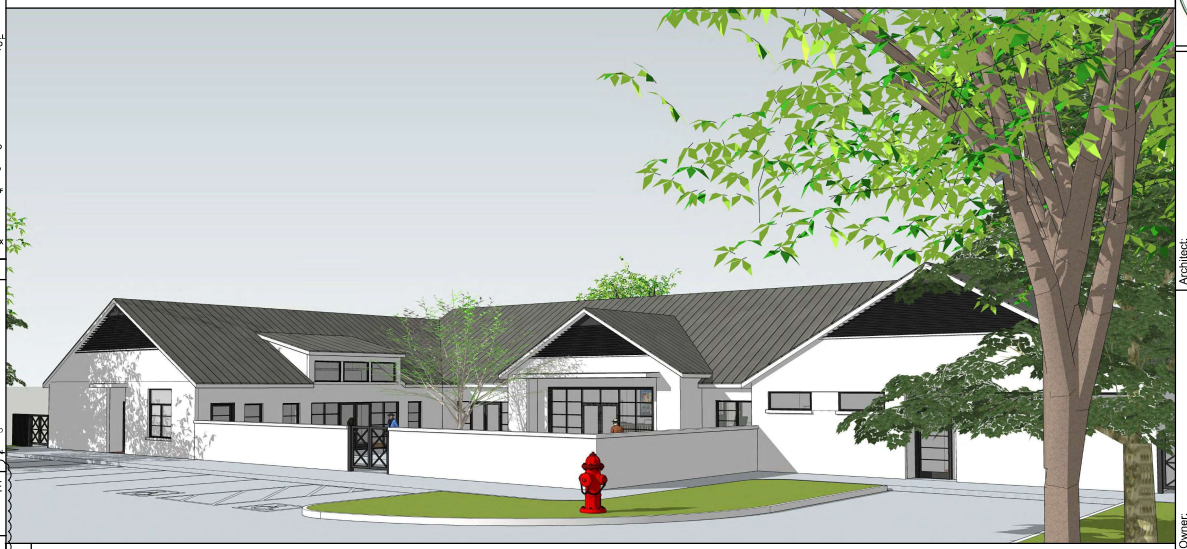
"RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS IS REQUIRED AS MANDATED BY AB 939 AND SB 1066 AND AS AMENDED BY CITY OF REDLANDS ORDINANCE 2544."

"CONSTRUCTION ACTIVITY NOISE SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M AND 8:00 P.M. MONDAY THROUGH SATURDAY. RMO 8.06.060"

"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 PERMITTEE PROVIDING EVIDENCE OF THE CIRCUMSTANCES BEYOND THE CONTROL OF THE PERMITTEE WHICH HAVE PREVENTED WORK FROM COMMENCING.

"IT SHALL BE THE RESPONSIBILITY OF THE PERMITEE 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.



1 PERSPECTIVE

PROJECT INFORMATION

PROJECT DESCRIPTION

Project is intended to open a resident care facility for the elderly to serve 28 clients ages 60 and over. Facility will be an assisted living center providing 24-hour non-medical care and supervision to its residents. Care provided will include assistance with bathing, grooming, dressing, meal preparation, arrangements for transportation to and from medical appointments and any other activities of daily life. Any medical care needed will be arranged through licensed agencies and professionals. Awake staff will be present at the facility 24 hours per day, 7 days per week. Three meals per day with snacks will be provided for the residents and staff will arrange daily activities with a published monthly calendar for families to join. Applicant will pursue a license from the State of California, Community Care Licensing Division once a CUP is approved. Facility will be run in accordance with state regulations and will be inspected annually by CCLD.
Project includes suite style living with private bathrooms for each bedroom as well as access to a secure private patio. Indoor/outdoor dinning optimizes common areas for family gatherings and potlucks. Open kitchen allows residents to partake in meal preparation and emulates a home like environment. Sun Room offers private sitting area for residents to read or spend time with their families in a more private setting. A separate office, laundry, employee break room and medication room are also present in the facility.
Property owner has an existing assisted living located in Redlands next to Sylvan Park. Proposed project on North Place will model the existing facility. Planning Commission is welcome to arrange a tour of the existing facility to see the quality of project proposed.

PROJECT SUMMARY

Residential Care Facility for the Elderly (R-2.1) , 28 Residents, 8 Employees on the largest shift, 14 bedrooms, 15 bathrooms, 17 parking spaces, 2 accessible spaces including (1) van accessible, Awake Staff 24/7

LANDSCAPE CALCULATION

LOT AREA : 43,620 SF
LANDSCAPE (EXCLUDE <5' PLANTER) : 9,771.5 SF

OVERALL LANDSCAPE : 9,771.5 / 43,620 = 0.224 = 22.4%

PARKING AREA : 18,403.6 SF
LANDSCAPE (PARKING AREA) : 5,163.1

PARKING AREA LANDSCAPE : 5,163.1 / 18,403.6 = 0.28 = 28%

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

PROJECT SUMMARY

OWNER : KIERSTEN VANCE
KIERSTENVANCE@ME.COM
ADDRESS : NORTH PL., REDLANDS, CA 92373
APN : 0173-011-39
LOT AREA : 43,620 SF
BLDG AREA: 12,224 GSF

BUILDING SUMMARY

ALLOWABLE BUILDING AREA

USE GROUP : R 2.1 • ASSISTED CARE FACILITY FOR ELDERLY
CONST. TYPE : V-A (S1) - AUTOMATIC FIRE SPRINKLER SYSTEM

ALLOWABLE BLDG AREA : 42,000 SF
PROPOSED BLDG AREA : 12,585 SF

LOT AREA COVERAGE

ZONE : R-S

LOT SIZE : 43,620 SF
BUILDING AREA : 12,585 SF
COVERED PORCH AREA : 450 SF
TOTAL AREA = 12,585+450 = 13,035 SF
LOT AREA COVERAGE (= 29.8% / 40% MAX. COVERAGE ALLOWED)

EXITING SUMMARY

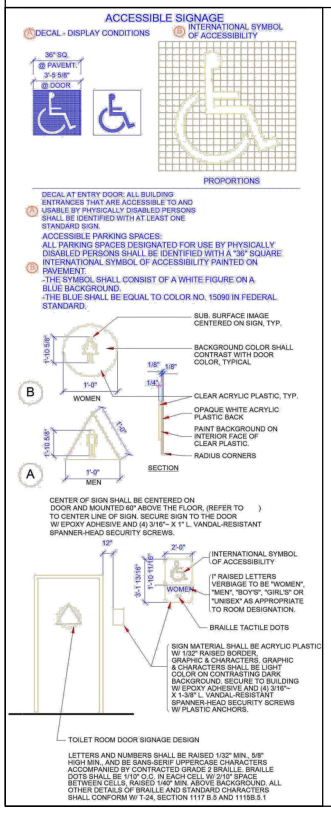
R-2.1 AREA 12,224 GSF/200 = 62
62 TOTAL = (2) EXITS REQUIRED (7) EXITS PROVIDED
62(0.2") = 12.4" MIN. WIDTH : 36" EGRESS DOORS PROVIDED

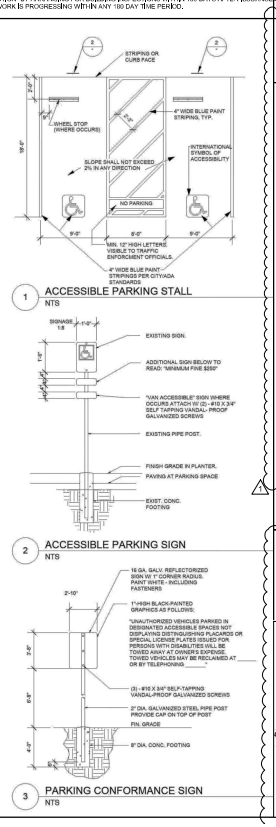
PARKING SUMMARY

REQUIREMENT :
(1 PARKING SPACE PER 3 BEDS, (1) PARKING SPACE PER EMPLOYEE ON LARGEST SHIFT
28 BEDS / 3 = 9.3 (10) SPACES
8 EMPLOYEES (8) SPACES
TOTAL = **18 SPACES REQUIRED**
18 SPACES PROVIDED
INCLUDING (2) ADA COMPLIANT PARKING SPACES (1) VAN ACCESSIBLE

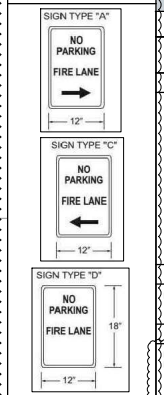
SHEET INDEX

T-1.0	TITLE SHEET / ARCHITECTURAL NOTES / PROJECT SUMMARY / PERSPECTIVE
T-1.0	ARCHITECTURAL SITE PLAN - FIRE LANE
A-1.0	ARCHITECTURAL SITE PLAN
A-1.1	ARCHITECTURAL FLOOR PLAN
A-1.2	ROOF PLAN
A-1.3	EXTERIOR ELEVATIONS
A-1.4	PERSPECTIVE RENDERINGS
PG-01	PRELIMINARY GRADING PLAN 01/03
PG-02	PRELIMINARY GRADING PLAN 02/03
PG-03	PRELIMINARY GRADING PLAN 03/03
CLP-1	CONCEPTUAL LANDSCAPE PLAN

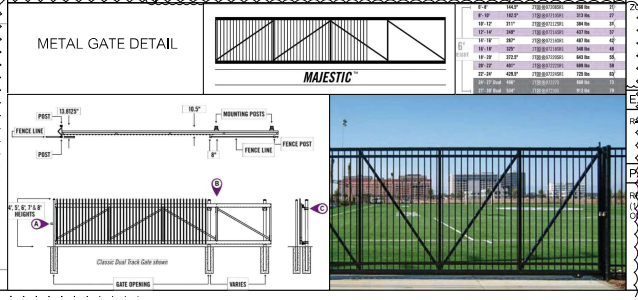


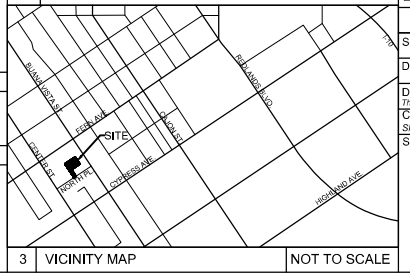


FIRE LANE SIGNAGE PER CFC SECTION D103.6.



METAL GATE DETAIL





3 VICINITY MAP NOT TO SCALE

Architect: MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE STREET, SUITE 230 REDLANDS CA. 92373
PHONE: (909) 557-2366
shan@mcnarc.com
www.mcnarc.com

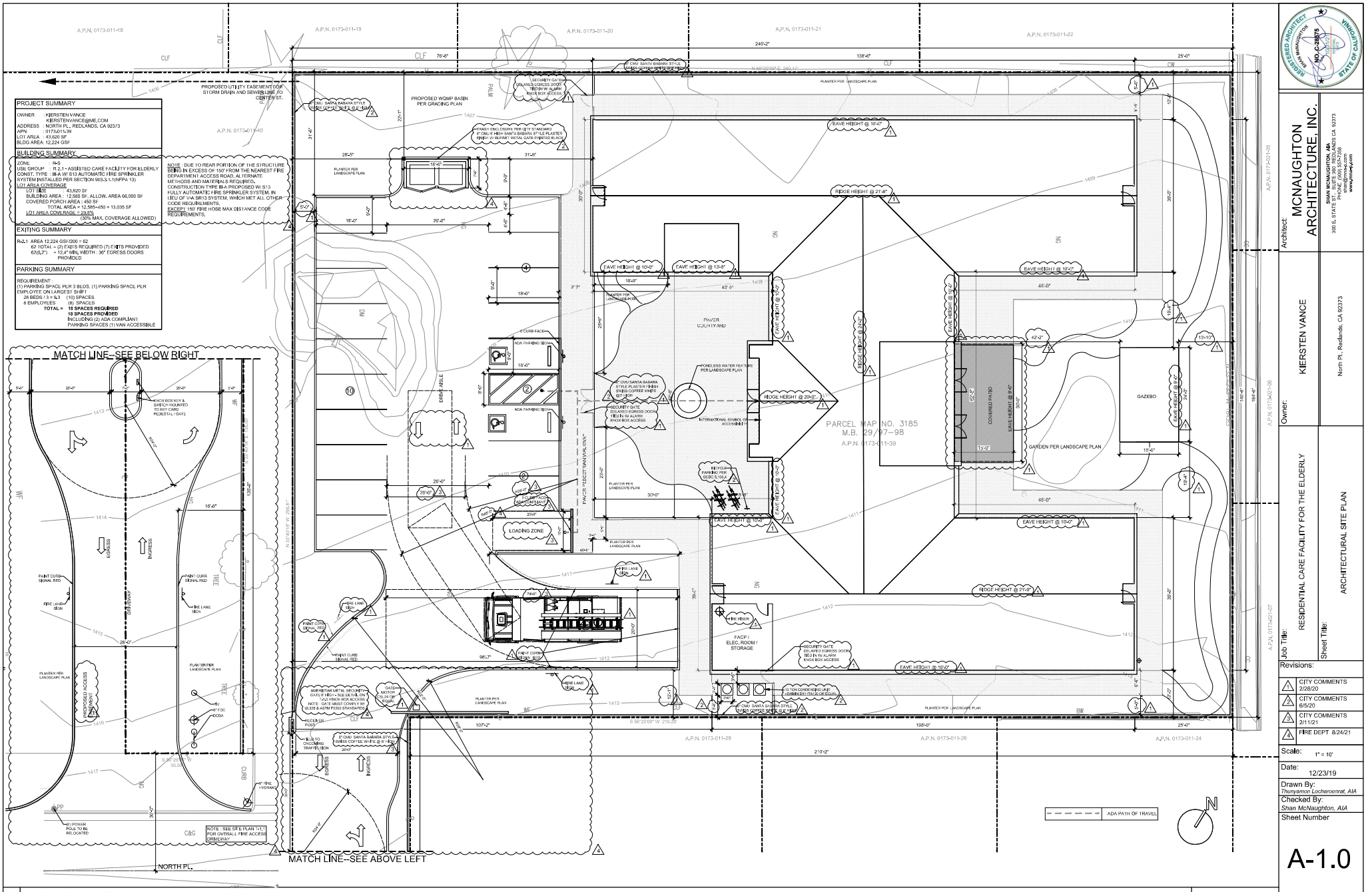
Owner: KIERSTEN VANCE
North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY
Sheet Title: TITLE SHEET / ARCHITECTURAL NOTES / PROJECT SUMMARY / PERSPECTIVE

Revisions:
1 CITY COMMENTS 2/28/20
2 CITY COMMENTS 6/5/20
3 CITY COMMENTS 2/11/21

Scale: AS NOTED
Date: 12/23/19
Drawn By: *Thunyamon Locharoenrat, AIA*
Checked By: *Shan McNaughton, AIA*
Sheet Number

T-1.0


PROJECT SUMMARY
OWNER : KIERSTEN VANCE
KIERSTENVANCE@ME.COM
ADDRESS : NORTH PL, REDLANDS, CA 92373
APN : 0173-011-39
LOT AREA : 43,620 SF
BLDG AREA: 12,224 GSF
BUILDING SUMMARY
ZONE : R-S
USE GROUP : R-2.1 - ASSISTED CARE FACILITY FOR ELDERLY
CONST. TYPE : IIB-A W/ S13 AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED PER SECTION 903.3.1.1(NFPA 13)
LOT AREA COVERAGE
LOT SIZE 43,620 SF
BUILDING AREA : 12,585 SF, ALLOW. AREA 66,000 SF
COVERED PORCH AREA : 450 SF
TOTAL AREA = 12,585+450 = 13,035 SF
LOT AREA COVERAGE = 29.8%
(30% MAX. COVERAGE ALLOWED)
NOTE : DUE TO REAR PORTION OF THE STRUCTURE BEING IN EXCESS OF 150' FROM THE NEAREST FIRE DEPARTMENT ACCESS ROAD, ALTERNATE METHODS AND MATERIALS REQUIRED. CONSTRUCTION TYPE IIB-A PROPOSED W/ S13 FULLY AUTOMATIC FIRE SPRINKLER SYSTEM, IN LIEU OF V-A SPR13 SYSTEM, WHICH MET ALL OTHER CODE REQUIREMENTS.
EXCEPT: 150' FIRE HOSE MAX DISTANCE CODE REQUIREMENTS.
EXITING SUMMARY
R-2.1 AREA 12,224 GSF/200 = 62
62 TOTAL = (2) EXITS REQUIRED (7) EXITS PROVIDED
63(62") = 12.4" MIN. WIDTH : 36" EGRESS DOORS PROVIDED
PARKING SUMMARY
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(1) PARKING SPACE PER 3 BEDS, (1) PARKING SPACE PER EMPLOYEE ON LARGEST SHIFT
28 BEDS / 3 = 9.3 (10) SPACES
8 EMPLOYEES (8) SPACES
TOTAL = 18 SPACES REQUIRED
18 SPACES PROVIDED
INCLUDING (2) ADA COMPLIANT PARKING SPACES (1) VAN ACCESSIBLE
PROPOSED UTILITY EASEMENT FOR STORM DRAIN AND SEWER LINE TO CENTER ST.
PROPOSED WQMP BASIN PER GRADING PLAN
TRASH ENCLOSURE PER CITY STANDARD 9" CMU @ HIGH SANTA BARBARA STYLE PLASTER FINISH W/ 6FT SMART METAL GATE PAINTED BLACK
6" CMU SANTA BARBARA STYLE CAP @ SWISS COFFEE WHITE
SECURITY GATE DELAYED EGRESS DOOR TIED IN W/ ALARM KNOX BOX ACCESS
PLANTER PER LANDSCAPE PLAN
EAVE HEIGHT @ 10'-0"
RIDGE HEIGHT @ 21'-9"
EAVE HEIGHT @ 13'-8"
RIDGE HEIGHT @ 20'-0"
PAVER COURTYARD
6" CURB FACE
ADA PARKING SIGN
DRIVE AISLE
LOADING ZONE
KNOX BOX KEY & SWITCH MOUNTED TO KEY CARD PEDESTAL / GATE
PONDLESS WATER FEATURE PER LANDSCAPE PLAN
INTERNATIONAL SYMBOL OF ACCESSIBILITY
BICYCLE PARKING PER SDRC 5.06.4
PARCEL MAP NO. 3185
M.B. 29/97-98
A.P.N. 0173-011-39
COVERED PATIO
GAZEBO
GARDEN PER LANDSCAPE PLAN
FACP / ELEC. ROOM / STORAGE
FIRE LANE SIGN
PAINT CURB SIGNAL RED
AMERISTAR METAL SECURITY GATE 6' HIGH - SEE DETAIL ON T-2.0 KNOX BOX ACCESS NOTE : GATE MUST COMPLY W/ ULC35 & ASTM F2200 STANDARDS
GATE MOTOR SOLAR OPERATOR
KEYPAD ON POST
LOOP TO ONCOMING TRAFFIC SIGN
EGRESS
INGRESS
PROPOSED ACCESS DRIVEWAY
PLANTER PER LANDSCAPE PLAN
BIKEWAY
PAINT CURB SIGNAL RED
FIRE LANE SIGN
4" FIRE HYDRANT
ED POWER POLE TO BE RELOCATED
NOTE : SEE SITE PLAN T-1.0 FOR OVERALL FIRE ACCESS DRIVEWAY
MATCH LINE--SEE BELOW RIGHT
MATCH LINE--SEE ABOVE LEFT
NORTH PL.
A.P.N. 0173-011-18
A.P.N. 0173-011-19
A.P.N. 0173-011-20
A.P.N. 0173-011-21
A.P.N. 0173-011-22
A.P.N. 0173-011-40
A.P.N. 0173-011-29
A.P.N. 0173-011-26
A.P.N. 0173-011-24
A.P.N. 0173-021-05
A.P.N. 0173-021-06
A.P.N. 0173-021-07
ADA PATH OF TRAVEL
N
1 ARCHITECTURAL SITE PLAN
SCALE 1"= 10'
REGISTERED ARCHITECT SHAN MCNAUGHTON No. C-28575 STATE OF CALIFORNIA
Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE ST. #420 REDLANDS CA. 92373
PHONE (909) 557-2566
shan@mcn-a.com
www.mcn-a.com
Owner:
KIERSTEN VANCE
North Pl, Redlands, CA 92373
Job Title:
RESIDENTIAL CARE FACILITY FOR THE ELDERLY
Sheet Title:
ARCHITECTURAL SITE PLAN
Revisions:
1 CITY COMMENTS 2/28/20
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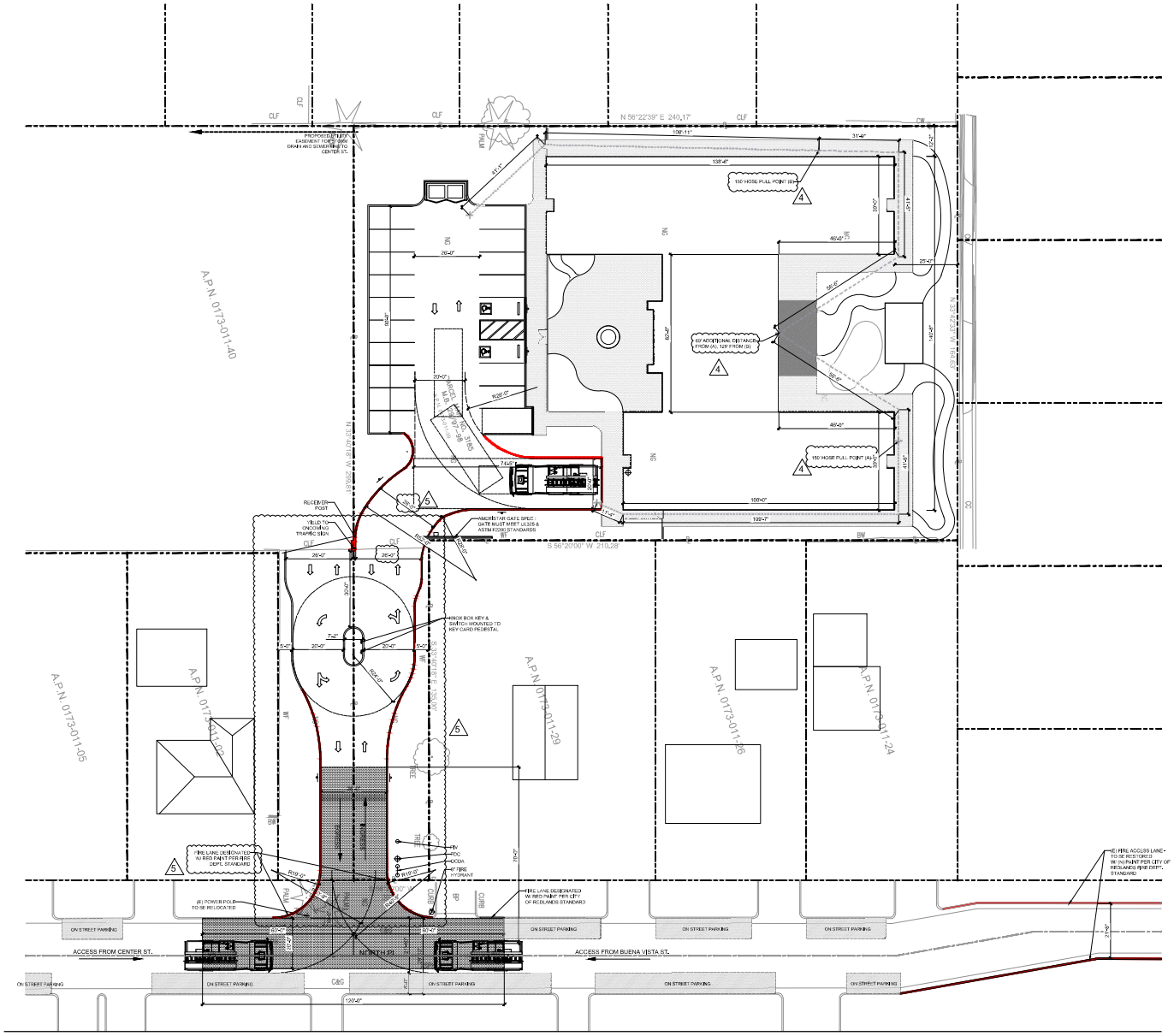
1 FIRE DEPT 8/24/21
Scale: 1" = 10'
Date: 12/23/19
Drawn By: Thunyamon Locharoenrat, AIA
Checked By: Shan McNaughton, AIA
Sheet Number
A-1.0



1 ARCHITECTURAL SITE PLAN SCALE 1"= 20'

Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE ST. SUITE 420 REDLANDS CA 92373
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Owner:
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North Pl., Redlands, CA 92373

Job Title:
RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title:
ARCHITECTURAL SITE PLAN

Revisions:
4 FIRE DEPT 8/24/21
5 FIRE DEPT 4/13/22

Scale: 1" = 20'
Date: 09/20/21
Drawn By: *Thunyamon Lochareonrat, AIA*
Checked By: *Shan McNaughton, AIA*
Sheet Number
T-1.1
4



1	ARCHITECTURAL FLOOR PLAN

SCALE 1/8"= 1'-0"

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-28575 STATE OF CALIFORNIA

Architect: MCNAUGHTON ARCHITECTURE, INC.

SHAN MCNAUGHTON, AIA
300 E. STATE ST., SUITE 360 REDLANDS CA 92373
PHONE (909) 557-7358
shan@mnaip.com
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Owner: KIERSTEN VANCE

North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title: ARCHITECTURAL FLOOR PLAN

Revisions:

1	CITY COMMENTS 2/28/20
2	CITY COMMENTS 6/5/20

Scale: 1/8" = 1'-0"

Date: 12/23/19

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-1.1



4 SOUTH ELEVATION — SCALE 1/8"= 1'-0"



ELEVATION KEYNOTES

1. SYNTHETIC STUCCO--SMOOTH FINISH--DOVE GRAY COLOR (X-40) BY LA HABRA OR EQUAL
2. ALUMINUM CLAD WINDOW--CHARCOAL GRAY COLOR BY TUBELITE OR EQUAL
3. METAL LOUVER--BLACK COLOR BY TUBELITE OR EQUAL
4. STANDING SEAM METAL ROOF--CHARCOAL GRAY COLOR BY TUBELITE OR EQUAL
5. METAL GATE&FENCE SYSTEM PER LANDSCAPE PLAN
6. OPEN ROOF GAZEBO - TUBE STEEL POWDER COATED
7. COVERED PATIO 15'X37

3 WEST ELEVATION — SCALE 1/8"= 1'-0"



2 EAST ELEVATION — SCALE 1/8"= 1'-0"



1 NORTH ELEVATION — SCALE 1/8"= 1'-0"

REGISTERED ARCHITECT — SHAN MCNAUGHTON — NO. C-28575 — STATE OF CALIFORNIA

Architect: MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
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shan@mcn-p.com
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Owner: KIERSTEN VANCE
North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title: ELEVATIONS

Revisions:

1	CITY COMMENTS 2/28/20

Scale: 1/8" = 1'-0"

Date: 12/23/19

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-1.3



3 NORTHWEST EXTERIOR PERSPECTIVE



4 NORTHEAST EXTERIOR PERSPECTIVE



1 INTERIOR PERSPECTIVE (DINING AND COMMON ROOM)



2 INTERIOR PERSPECTIVE (KITCHEN)

Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
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Owner: KIERSTEN VANCE

North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title: PERSPECTIVES AND RENDERINGS

Revisions:

1 CITY COMMENTS 2/28/20

Scale: NO SCALE

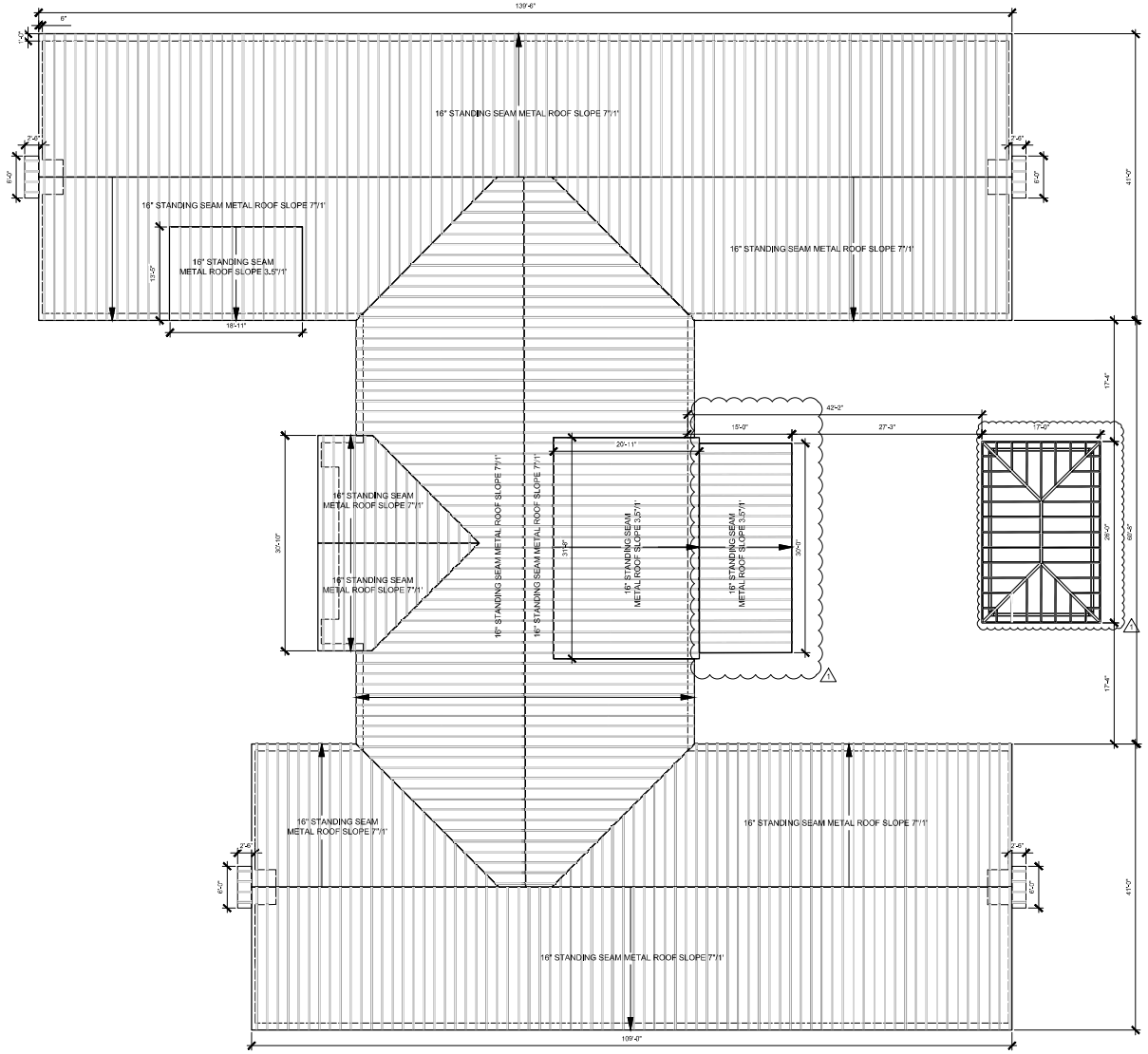
Date: 12/23/19

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-1.4



N

1	ARCHITECTURAL ROOF PLAN	SCALE 1/8"= 1'-0"

REGISTERED ARCHITECT
SHAN MCNAUGHTON
NO. C-28575
STATE OF CALIFORNIA

Architect:
MCNAUGHTON ARCHITECTURE, INC.
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Owner:
KIERSTEN VANCE
North Pl., Redlands, CA 92373

Job Title:
RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title:
ARCHITECTURAL ROOF PLAN

Revisions:

1	CITY COMMENTS 2/28/20

Scale: 1/8" = 1'-0"

Date: 12/23/19

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-1.2

NORTH PLACE

RESIDENTIAL CARE FOR THE ELDERLY

NORTH PLACE- REDLANDS, CA 92373



PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES/	CALIPER SIZE/	MATURITY (YRS)
	TREES								
	CITRUS	DWARF NAVEL ORANGE	24" BOX	2	PER PLAN	0.4	TREE FORM	1-1/4" TO 1-3/4"	5
	GELEKA PARVIFLORA	AUSTRALIAN WILLOW	15 GAL 24" BOX	19 5	PER PLAN	0.4	TREE FORM	3/4" TO 1" 1-1/4" TO 1-3/4"	5
	GINKGO BILOBA 'PRINCETON SENTRY'	MAIDENHAIR TREE	24" BOX 36" BOX	1 3	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4" 2-1/2" TO 2-3/4"	5
	LAGERSTROEMIA I. 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24" BOX	18	PER PLAN	0.3	TREE FORM	1-1/4" TO 1-3/4"	5
	MAGNOLIA G. 'SAMUEL SOMMER'	SAMUEL SOMMER MAGNOLIA	36" BOX	3	PER PLAN	0.4	TREE FORM	2-1/2" TO 2-3/4"	5
	MAGNOLIA x. SOULANGEANA	SAUCER MAGNOLIA	24" BOX	1	PER PLAN	0.4	MATURE, MULTI-TRUNK	1-1/4" TO 1-3/4"	5
	PINUS THUNBERGII	JAPANESE BLACK PINE	24" BOX	6	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4"	5
	SHRUBS								
	ABELIA G. 'EDWARD GOUCHER'	ABELIA x. EDWARD GOUCHER	5 GAL	101	5' O.C.	0.3	PROVIDE NURSERY TAGS		
	ACACIA COGNATA 'COUSIN ITT'	LITTLE RIVER WATTLE	5 GAL	2		0.3	PROVIDE NURSERY TAGS IN PLANTER POTS		
	NANDINA D. 'MOYERS RED'	MOYER'S RED HEAVENLY BAMBOO	5 GAL	67	6 3'	0.4	PROVIDE NURSERY TAGS		
	RHAPHIOPEPIS I. 'BALLERINA'	BALLERINA INDIAN HAWTHORN	5 GAL	14	PER PLAN	0.4	PROVIDE NURSERY TAGS		
	ROSA 'CAMARA'	MINIATURE RED ROSE BUSH	5 GAL	1		0.4	PROVIDE NURSERY TAGS IN PLANTER POTS		
	ROSA 'ICEBERG'	WHITE ROSE	5 GAL	3	PER PLAN	0.4	PROVIDE NURSERY TAGS		
	ROSA 'NEW GENERATION SCARLET'	NEW GENERATION SCARLET CARPET ROSE	5 GAL	38	4' O.C.	0.4	PROVIDE NURSERY TAGS		
	PERENNIALS								
	DIETES BICOLOR	FORTNIGHT LILY	1 GAL	9	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	LAVENDULA 'OTTO QUAST'	O.Q. SPANISH LAVENDER	1 GAL	17	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	LOMANDRA LONGIFOLIA 'BREEZE'	BREEZE DWARF MAT RUSH	1 GAL	27	2.5'	0.3	PROVIDE NURSERY TAGS		
	TELEKIUM MAJORICUM	GERMANDER	1 GAL	16	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	THYMUS P. 'COCCINEUM'	PINK CREEPING THYME	1 GAL	4	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	GROUND COVERS								
	JUNIPERUS W. 'BLUE CARPET'	BLUE CARPET JUNIPER	1 GAL	130	4' O.C.	0.4	PROVIDE NURSERY TAGS		
	LANTANA 'NEW GOLD'	NEW GOLD YELLOW LANTANA	1 GAL	28	4' O.C.	0.3	PROVIDE NURSERY TAGS		
	ROSMARINUS O. 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL	45	3' O.C.	0.3	PROVIDE NURSERY TAGS		
	LONICERA JAPONICA	HALLS JAPANESE HONEYSUCKLE	FLATS	262 S.F.		0.3	PROVIDE NURSERY TAGS		
	SOD	TAL, DWARF FESCUE	LAWN	950 S.F.		0.7	AVAILABLE THRU A-G SOD		
	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL	33	3' O.C.	0.3	PROVIDE NURSERY TAGS		
	ORGANIC MULCH	RECYCLED WOOD CHIPS	3" DEEP	6,893 S.F.			MAXIMUM CHIP SIZE 4"		
	COBBLES	3" TO 4" SANTA FE	(1) LAYER	120 S.F.			AVAILABLE FROM SMR AT (760) 451-3333-INSTALL OVER DEWITT PRO 5-WEED BARRIER OR EQUAL		
	CLEAN WHITE PLAYGROUND SAND		2" DEEP	275 S.F.			AVAILABLE FROM SMR AT (760) 451-3333-INSTALL OVER DEWITT PRO 5-WEED BARRIER OR EQUAL		
	SOUTHWEST BROWN DECOMPOSED GRANITE FINE-INCORPORATE SOIL SECURE STABILIZER (1) LAYER AT 10 LBS/TON			250 S.F.			AVAILABLE FROM SMR AT (760) 451-3333-INSTALL OVER DEWITT PRO 5-WEED BARRIER OR EQUAL		
	BOULDER-GRAY GRANITE	SIZES: ONE (A) 3'x3', FIVE (B) 2.5'x2', FOUR (C) 2'x2'		10			LOCALLY SOURCED-BURY 1/3 FOR NATURAL LOOK		

TREE SIZE TABULATION

TOTAL TREES=	38
PERCENTAGE OF 15 GALLON (ON-SITE) TREES=	41.4% (24 TREES)
PERCENTAGE OF 24" BOX (ON-SITE) TREES=	37.9% (23 TREES)
PERCENTAGE OF 36" BOX (ON-SITE) TREES=	20.7% (12 TREES)

EVERGREEN TO DECIDUOUS TREE TABULATION

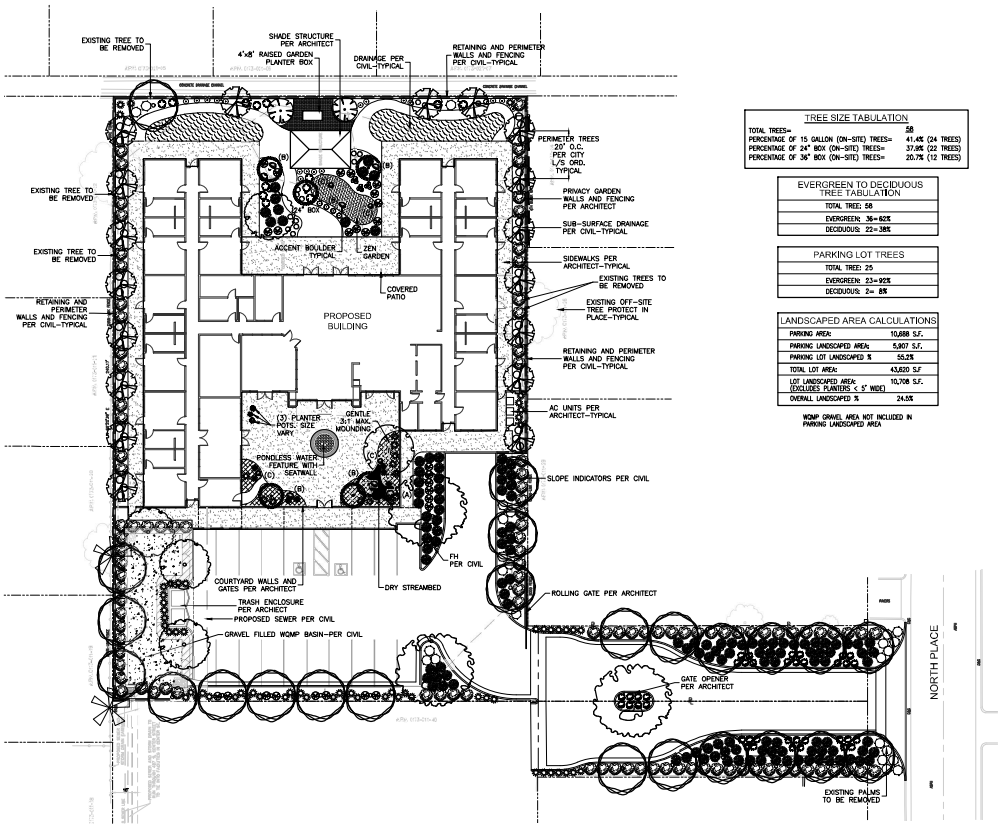
TOTAL TREE: 58
EVERGREEN: 39=62%
DESIDUOUS: 22= 38%

STB LANDSCAPE ARCHITECTS, INC.

10 0 10 20 30

Scale: 1" = 10'

7/27/22



TREE SIZE TABULATION	
TOTAL TREES=	58
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PERCENTAGE OF 24" BOX (ON-SITE) TREES=	37.9% (22 TREES)
PERCENTAGE OF 36" BOX (ON-SITE) TREES=	20.7% (12 TREES)

EVERGREEN TO DECIDUOUS TREE TABULATION
TOTAL TREE: 58
EVERGREEN: 36=62%
DECIDUOUS: 22=38%

PARKING LOT TREES
TOTAL TREE: 25
EVERGREEN: 23=92%
DECIDUOUS: 2= 8%

LANDSCAPED AREA CALCULATIONS	
PARKING AREA:	10,688 S.F.
PARKING LANDSCAPED AREA:	5,907 S.F.
PARKING LOT LANDSCAPED %	55.2%
TOTAL LOT AREA:	43,820 S.F
LOT LANDSCAPED AREA: (EXCLUDES PLANTERS < 5' WIDE)	10,706 S.F.
OVERALL LANDSCAPED %	24.5%

WQMP GRAVEL AREA NOT INCLUDED IN PARKING LANDSCAPED AREA

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES/ CALIPER SIZE/	MATURITY (YRS)
	TREES							
	CITRUS	DWARF NAVEL ORANGE	24" BOX	2	PER PLAN	0.4	TREE FORM	1-1/4" TO 1-3/4" 5
	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	15 GAL	24	PER PLAN	0.4	TREE FORM	3/4" TO 1" 5
	GINKGO BILOBA 'PRINCETON SENTRY'	MAIDENHAIR TREE	24" BOX 36" BOX	1 3	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4" 5 2-1/2" TO 2-3/4"
	LAGERSTROEMIA L 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24" BOX	18	PER PLAN	0.3	TREE FORM	1-1/4" TO 1-3/4" 5
	MAGNOLIA G. 'SAMUEL SOMMER'	SAMUEL SOMMER MAGNOLIA	36" BOX	3	PER PLAN	0.4	TREE FORM	2-1/2" TO 2-3/4" 5
	MAGNOLIA x. SOULANGEANA	SAUCER MAGNOLIA	24" BOX	1	PER PLAN	0.4	NATURAL MULTI-TRUNK	1-1/4" TO 1-3/4" 5
	PINUS THUNBERGII	JAPANESE BLACK PINE	36" BOX	6	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4" 5
	SHRUBS							
	ABELIA G. 'EDWARD GOUCHER'	ABELIA x. EDWARD GOUCHER	5 GAL	101	5' O.C.	0.3	PROVIDE NURSERY TAGS	
	ACACIA COGNATA 'COUSIN ITT'	LITTLE RIVER WATTLE	5 GAL	2		0.3	PROVIDE NURSERY TAGS IN PLANTER POTS	
	NANDINA D. 'MOYERS RED'	MOYER'S RED HEAVENLY BAMBOO	5 GAL	67	± 3'	0.4	PROVIDE NURSERY TAGS	
	RHAPHIOPEPIS I. 'BALLERINA'	BALLERINA INDIAN HAWTHORN	5 GAL	14	PER PLAN	0.4	PROVIDE NURSERY TAGS	
	ROSA 'CARAMBA'	MINIATURE RED ROSE BUSH	5 GAL	1		0.4	PROVIDE NURSERY TAGS IN PLANTER POTS	
	ROSA 'ICEBERG'	WHITE ROSE	5 GAL	3	PER PLAN	0.4	PROVIDE NURSERY TAGS	
	ROSA 'NEW GENERATION SCARLET'	NEW GENERATION SCARLET CARPET ROSE	5 GAL	38	4' O.C.	0.4	PROVIDE NURSERY TAGS	
	PERENNIALS							
	DIETES BICOLOR	FORTNIGHT LILY	1 GAL	9	PER PLAN	0.3	PROVIDE NURSERY TAGS	
	LAVENDULA 'OTTO QUAST'	O.Q. SPANISH LAVENDER	1 GAL	17	PER PLAN	0.3	PROVIDE NURSERY TAGS	
	LOMANDRA LONGIFOLIA 'BREEZE'	BREEZE DWARF MAT RUSH	1 GAL	27	2.5'	0.3	PROVIDE NURSERY TAGS	
	TEUCRIUM MAJORICUM	GERMANDER	1 GAL	16	PER PLAN	0.2	PROVIDE NURSERY TAGS	
	THYMUS P. 'COCCINEUM'	PINK CREEPING THYME	1 GAL	4	PER PLAN	0.3	PROVIDE NURSERY TAGS	
	GROUND COVERS							
	JUNIPERUS W. 'BLUE CARPET'	BLUE CARPET JUNIPER (GROWS 6" HIGH MAXIMUM)	1 GAL	130	4' O.C.	0.3	PROVIDE NURSERY TAGS	
	LANTANA 'NEW GOLD'	NEW GOLD YELLOW LANTANA	1 GAL	26	4' O.C.	0.2	PROVIDE NURSERY TAGS	
	ROSMARINUS O. 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL	45	3' O.C.	0.2	PROVIDE NURSERY TAGS	
	LONICERA JAPONICA	HALLS JAPANESE HONEYSUCKLE	FLATS	352 S.F.			PROVIDE NURSERY TAGS INSTALL 2" DEEP ORGANIC MULCH	
	SOD	TALL DWARF FESCUE	LAWN	950 S.F.			AVAILABLE THRU A-G SOD	
	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL	33	3' O.C.	0.4	PROVIDE NURSERY TAGS	
	ORGANIC MULCH	RECYCLED WOOD CHIPS	3" DEEP	10,063 S.F.			MAXIMUM CHIP SIZE 4"	
	COBBLES	2" TO 4" SANTA FE	(1) LAYER	120 S.F.			AVAILABLE FROM SMB AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL	
	CLEAN WHITE PLAYGROUND SAND		2" DEEP	275 S.F.			AVAILABLE FROM SMB AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL	
	SOUTHWEST BROWN DECOMPOSED GRANITE FINE-INCORPORATE SOIL SECURE STABILIZER AT 12 LBS/TON		(1) LAYER	250 S.F.			AVAILABLE FROM SMB AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL	
(A) (B) (C)	BOULDER-GRAY GRANITE	SIZES: ONE (A) 3'x3', FIVE (B) 2.5'x2', FOUR (C) 2'x2'		10			LOCALLY SOURCED-BURY 1/3 FOR NATURAL LOOK	

MAINTENANCE RESPONSIBILITY NOTE:

THE OWNER WILL BE RESPONSIBLE FOR ALL MAINTENANCE AND WATER MANAGEMENT WITHIN THEIR PROPERTY.

WATER CONSERVATION STATEMENT:

FINAL LANDSCAPE PLANS MEET ALL WATER CONSERVATION REQUIREMENTS SET FORTH IN BOTH THE CITY AND STATE ORDINANCES. THE FINAL PLANS WILL ACHIEVE THESE GOALS THROUGH THE USE OF HIGHLY EFFICIENT DRIPLINES AND/ OR EMITTERS AND TREE BUBBLERS TO ALL PLANTED AREAS, COMBINED WITH A "SMART" E.T. BASED CONTROLLER AND RAIN SHUT-OFF DEVICE. THE CONTROLLER WILL RECEIVE E.T. INFORMATION THAT WILL ALLOW THE CONTROLLER TO UP-DATE R.C.V. RUN TIMES ON A DAILY BASIS THEREBY REDUCING THE NEED FOR MANUALLY ADJUSTING THE CONTROLLER FOR WEEKLY OR SEASONAL WEATHER CHANGES

MAWA AND ETWU CALCULATIONS

California Water Efficient Landscape Worksheet

Reference Evapotranspiration (ET$_o$): 59.9 | Project Type: Residential | ETAF: 0.55

Hydrozone # / Planting Description*	Plant Factor (PF)	Irrigation Method*	Irrigation Efficiency (IE)*	PF/IE	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)*
Regular Landscape Areas							
TURF	0.7	Overhead	0.75	0.93	950	887	32839
SHRUBS/TREES	0.4	Drip	0.81	0.49	10,063	4969	184553
NONE (RR) AREAS			0.75	0.00	1636	0	0
			0.75	0.00	0	0	0
				Totals	12649	5856	217482
Special Landscape Areas							
				1		0	0
				Totals	0	0	0
						ETWA) Total	217482
						Maximum Allowed Water Allowance (MAWA)*	298367

* Hydrozone # / Planting Description e.g. 1.) Front lawn 2.) Low water use planting

0.45	Non-Residential
0.55	Residential
0.81	Drip
0.75	Overhead

Tree	wetted area= 16 s.f. / tree
Shrub	Wetted area= 9 s.f. / shrub

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	5856
Total Area	12649
Average ETAF	0.46

All Landscape Areas	
Total ETAF x Area	5856
Total Area	12649
Average ETAF	0.46

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

LANDSCAPE AREA CALCULATIONS NOTE

NOTE: LANDSCAPED AREA IN MAWA CALCULATIONS INCLUDES ALL LANDSCAPED AREAS, INCLUDING THOSE LESS THAN 5' IN WIDTH.



PRELIMINARY-NOT FOR CONSTRUCTION

Scale 1" = 20'

UNDERGROUND SERVICE ALERT
CALL TOLL FREE 811
(2 working days before you dig)

NORTH PLACE
RESIDENTIAL CARE FOR THE ELDERLY
NORTH PLACE
REDLANDS, CA 92373
APN: 0173-011-39

CONCEPTUAL LANDSCAPE PLAN

REVISIONS

DRAWN BY: CAD
DESIGNED BY: CR
CHECKED BY: STB
DATE: 7/27/22
JOB NO.: 19-46
SCALE: 1"=20'
SHEET: CLP-1
OF 1 SHEETS

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City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. B.**

Meeting Date: 09/13/2022

APPLICANT:

REDLANDS ASSISTED LIVING, LLC
(PROJECT PLANNER: BRIAN FOOTE, CITY PLANNER/PLANNING MANAGER)

PUBLIC HEARING for a **Socio-Economic Cost/Benefit Study** and **Commission Review & Approval No. 918** - A request to construct a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District. The project qualifies for exemption from environmental review in accordance with Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

SYNOPSIS

1. General Plan Designation:	Low Density Residential	
2. Existing Zoning:	Residential Suburban (R-S)	
3. Surrounding Zoning:	North, East, South, West: Residential Suburban (R-S) district	
4. Existing Land Use:	The subject property is currently vacant and unimproved.	
5. Surrounding Land Use:	North, East, South, West: Single-family residential neighborhood	
6. Area / Topography:	The project site is flat and level, and slopes approximately 3.3% to the northwest.	
7. Environmental Determination:	Exempt from CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines.	
8. Socio-Economic Cost / Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared and found a positive cost/benefit ratio of +1.03 for the project.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	January 29, 2020 February 11, 2021 September 13, 2022

PROPOSAL

The applicant proposes to construct a 12,585 square foot assisted living senior care facility for residents age 60 and older with associated on-site improvements including driveways, parking lot, landscaping, and lighting on a one acre site. The project site is located on the north side of North Place and approximately 400 feet east of Center Street in the R-S, Residential Suburban District (see Attachment A – Location Map). The proposed facility will contain 28 beds and will provide assistance and level of care as needed to residents including assistance with bathing, meal preparation, arrangements with transportation, and assistance with daily life activities (see

Attachment B – Project Plans). The facility will provide 24-hour non-medical care and supervision to its residents, and any medical care will be arranged through licensed agencies and professionals. The facility will have staff present 24 hours daily, seven days per week to provide personal and supportive services to its residents.

BACKGROUND

Property History: There is no entitlement history related to the subject property. The project site is currently vacant and unimproved. The historic aerial photographs from 1938 showed the project site with orchards, which were removed sometime before 1959. The historic aerial photograph from 1959 shows the project site vacant and unimproved.

Housing Crisis Act of 2019: The "Housing Crisis Act of 2019" (SB 330 and SB 8) is applicable to the proposed project. The proposal for an assisted living facility for seniors is defined as "Supportive Housing" according to the Housing Crisis Act of 2019. State law was amended so that Supportive Housing and Transitional Housing facilities, as defined, could be built and operated in various residential land use districts, but with fewer zoning restrictions imposed by local agencies that had historically discouraged such facilities in residential areas (including single-family neighborhoods).

Government Code section 65589.5(h) defines a "housing development project" to include "transitional housing or supportive housing." The term *supportive housing* means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. The term *target population* means persons with low incomes who have one or more disabilities, and includes adults, elderly persons, emancipated minors, families with children, young adults aging out of the foster care system, veterans, and homeless people (among other populations).

Current State law also now imposes a higher standard upon a local agency if a qualified housing project is being considered for denial by the decision-making body. Government Code section 65589.5(j) states:

> "When a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete, but the local agency proposes to disapprove the project or to impose a condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist:
>
> > (A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
> >
> > (B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density."

It should be noted that the required findings needed for approval of a Commission Review & Approval permit pertain to the site plan and proposed improvements needed for site development (and do not consider the proposed land use itself). In this case, the proposed residential care facility for seniors qualifies as a Supportive Housing project and is considered a permitted use in a residential zone, according to current State law.

ANALYSIS

A) General Plan Consistency

The project site is located within the 'Low Density Residential' land use designation of the General Plan, which allows for up to 6.0 dwelling units per acre (see Attachment C – General Plan Land Use Map). The intent of this land use category is to provide for areas of single-family residential development. The proposed facility will be developed as a one-story structure and is designed to blend with the surrounding neighborhood characteristics. The proposed use is consistent with the following General Plan policies (Chapter 4: Livable Community).

4-P.16: Promote a variety of housing types to serve the diverse needs of the community.

4-A.10: Promote availability of senior and independent assisted living facilities to meet the needs of the community's aging population, distributed equitably throughout the community.

2021-2029 Housing Element: The city's updated Housing Element was recently adopted by the City Council in February 2022 (although the document is not yet certified and is still undergoing review by the California Department of Housing & Community Development for certification). The new Housing Element encourages new construction and the provision of supportive housing for target populations, as defined. Supportive and transitional housing is to be treated similarly to other types of residential uses.

B) Zoning

The project site is located within the R-S, Residential Suburban District (see Attachment D), which is intended to provide an environment conductive to the development of low density single-family homes. The proposed facility will meet all applicable development standards of the R-S district as summarized in Table 1 (next page). A detailed list of R-S development standards is provided in Attachment E, Table of R-S Development Standards.

Table 1. Summary of Development Standards for the R-S District

Development Standards	*Requirement*	*Proposed*	*Complies?*
Lot Area	10,000 sq. ft. min.	43,620 sq. ft.	Yes
Lot Width	85 ft. min.	164’8”	Yes
Lot Depth	100 ft. min.	240'2"	Yes
Building Height	2 ½ stories or 35 ft. max.	24’2”	Yes
Front Setback	25 ft. min, and 40 ft. max.	Exceeds 40 ft. (flag lot)	N/A
Rear Setback	25 ft. min.	25 ft.	Yes
Side Setback	10 ft. min.	North: 12'2" and South: 12'0"	Yes
Lot Coverage	30% max.	29.8%	Yes
Parking Lot Landscaping	7% min.	28%	Yes

C) Commission Review & Approval

Proposed Land Use: The proposed land use as a residential care facility with 28 beds for clients (e.g., seniors) qualifies as a Supportive Housing project under current State law, and therefore is considered a permitted use in the existing Residential Suburban (R-S) zone. Characteristics of the proposed use are primarily residential (i.e., a long-term assisted living facility). While there are some employees that will work in shifts at the proposed facility, the clients will be seniors that reside there permanently on a long-term basis yet need various levels of assistance to perform their activities of daily living.

Operational Characteristics: The facility will contain 28 beds and have eight employees present on the largest shift. Staff will be available on-site every day, 24 hours daily, to provide assistance with daily living activities and care activities. The facility will not provide any medical care; any medical care or treatment will be coordinated through licensed agencies and professionals.

Staff will arrange daily activities for residents and will have a published monthly calendar for families to join. Any planned activities for the residents will take place during daytime hours. The proposed visiting hours are encouraged from 10:00 a.m. to 8:00 p.m. daily. However, residents may receive visits at any time. The applicant has stated that they expect two visitors per day on average.

Parking: The proposed use is similar to a convalescent hospital/nursing home which requires one (1) space per three (3) beds and one (1) space per each employee on the largest shift. The applicant has indicated that during the largest shift there will be eight (8) employees present at the facility. The proposed project meets the minimum parking requirements as shown on the table below.

Table 2. Parking Summary

Proposed Use	*Parking Ratio*	*Requirement*	*Provided*
Convalescent hospital/nursing home	1 space per 3 beds	10 spaces	10
Facility employees	8 employees	8 spaces	8
TOTAL:		18 spaces	18

Vehicle Access & Circulation: The subject property and the neighboring property located on APN: 0173-011-40-0000 are both located on a flagged shaped lot. Access to the project site will be provided via a shared access driveway with the adjacent neighboring property (APN: 0173-011-40-0000). The property owner for the adjacent property (located on APN: 0173-011-40-0000) has reviewed the project plans and is okay with improvements that are shown on their property including the shared access driveway, the curb and gutter, and the landscaping planters. The proposed access easement will provide a combined 26-foot driveway for both properties for ingress and egress. Vehicles that enter the driveway on North Place will have access to the project site via the two-way driveway that merges into the project site.

At the front entrance of the facility there is a six (6') foot tall security gate proposed to secure the property and monitor the individuals who enter the facility. A six (6') foot CMU block wall in the style Santa Barbara and the color Swiss coffee white is proposed throughout the property to screen the proposed use and the parking lot from the adjacent neighboring properties.

Landscaping: Perimeter landscaping is proposed throughout the project site (see Attachment F – Landscaping Plans). As shown on the landscaping plans, the project site will be providing landscaping improvements on the adjacent flagged shaped property that is located on APN: 0173-011-40-0000. The landscaping improvements that are located along the shared access driveway will provide a cohesive entrance to the proposed assisted care facility.

The proposed plant palette will consist of a combination of trees, shrubs, and ground cover. The landscaped plan includes a total of 58 trees consisting of Dwarf Naval Orange (24" box), Australian Willow (15 gallon and 24" box), Maidenhair tree (24" box and 36" box), Muskogee Crape Myrtle (24" box), Samuel Somer Magnolia (36" box), Saucer Magnolia (24" box), and Japanese Black Pine (24" box) trees. The landscaping plans provides approximately 5,163 square feet of landscaping within the parking lot area (or approximately 28%) of landscaping within the parking lot area, which exceed the minimum 7% parking lot area landscaping requirement. Overall the site provides 9,771 square feet of landscaping (or 22.4%) utilizing a combination of trees, shrubs, perennials, accept plans, and ground cover.

Elevation and Design: The proposed assisted care facility will be a one-story facility that is designed to resemble a residential structure. The property is located on a flagged shape lot and will be screened from view. The proposed building will have a synthetic smooth stucco finish in the color dove gray with aluminum clad windows (in the color charcoal gray) and a standing seam metal roof (in the color charcoal gray). Throughout the building, a wide variety of windows are proposed to provide natural lighting for each room within the facility. In addition, each room has an exterior door for ingress and egress purposes. Below the roof pitch, the building will have horizontal metal louvers (in the color black) to add texture and character to the overall design of the building. Along the front entrance of the building, a courtyard area and a pondless water feature is proposed to create a welcoming environment for the residents or visitors. At the rear of the property (east side of the building), an attached covered patio cover is proposed, a garden space, and a lattice gazebo to provide a tranquil outdoor recreation area.

D) Architectural Review Criteria

RMC Section 18.12.170 provides that the Planning Commission shall review the aspects of the design based on the criteria listed below. In addition, the city has adopted Architectural Design Guidelines (see Attachment G - Table of Architectural Design Guidelines) to provide additional guidance to developers. It is intended that design submittals be compatible with the character of

adjacent and surrounding developments, and that they be of comparable composition, materials, textures, and colors. The proposal will be consistent with the code requirements as well as the applicable Architectural Design Guidelines.

1. Site layout, orientation, location of structures and relationship to one another, as well as open spaces and topography.

The proposed development consists of the construction of a 12,585 square foot assisted care facility on a 1-acre parcel. Access to the project site will be provided via a shared access driveway on North Place Drive that will be shared with the adjacent property located on APN: 0173-011-40-0000. The proposed assisted care facility will be screened from view as the project site is located on a flagged shaped lot. The project is consistent with the development standards for the R-S (Residential Suburban) zoning district in terms of lot coverage, setbacks, building height, etc. The proposed assisted care facility has been designed to resemble a single-family residential structure to be compatible with the residential structures that are located within the vicinity of the project site.

2. Harmonious relationship of building with existing and proposed adjoining developments.

The project site is located within the R-S (Residential Suburban) zoning district which is primarily intended for the construction of single-family residential uses. The properties to the north, east, south, and west are also located within the R-S zoning district and are developed as single-family residential structures. The proposed assisted care facility will be a one-story building that will utilize exterior materials and finishes that are compatible with the characteristics of the surrounding neighborhood. The proposed building will be screened from the public right-of-way as the subject property is located on a flag-shaped lot.

3. Maximum height, area, setbacks and overall mass of building, as well as other structures such as walls, screens, towers or signs, and effective concealment of all mechanical equipment.

The proposed development meets the development standards for the R-S (Residential Suburban) zoning district and is consistent with the General Plan land use designation. The height of the proposed assisted care facility is approximately 24 feet to the pitch of the roof. The maximum height within the R-S District is two and one-half (2 ½) stories or thirty-five feet (35’), and the proposed facility is consistent with the building height of the adjacent residential homes. The proposed project complies with the setback requirements and the lot coverage requirements for the R-S District. The project site will be secured through a six (6’) foot CMU Santa Barbara style block wall in the color Swiss coffee white to screen the parking lot and project site from the surrounding uses.

4. Harmony of construction materials and colors in relation to all exterior elevations.

The proposed assisted care facility has been designed as a rustic modern house will have a synthetic smooth stucco finish in the color dove gray with aluminum clad windows in the color charcoal gray. The building will have a standing seam metal roof in the color charcoal gray and underneath the pitch of the roof the building incorporates black metal louvers. The building provides a variety of windows and doors that provide internal and external access to the bedrooms. Overall, the building has a simple design with a hipped roof, varying roof lines, and double hung windows.

5. Location and type of planting, with due regard for the preservation of specimen trees upon a site.

The proposed development provides perimeter landscaping throughout the project site, including along the shared access driveway. The project will include a combination of trees, shrubs, groundcover, and accent plants. The site is required to provide at least 7% of landscaping within the parking area and the site provides 5,163 square feet of landscaping (or 28% of parking lot landscaping). Overall, the site provides 9,771 square feet of landscaping, which is approximately 22.4% of landscaping throughout the project site. The landscape plan consists of a combination of 15-gallon, 24” box, and 36” box trees, 5-gallon size shrubs, and a combination of perennials and ground cover. A total of 58 trees are proposed throughout the site and approximately 19 trees are located within the parking lot consisting of Dwarf Navel Orange, Australian Willow, Maidenhair tree, Muskogee Crape Myrtle, Samuel Sommer Magnolia, Saucer Magnolia, and Japanese Black Pine. An underground retention basin is located along the northwest corner of the project site which will be filled with gravel and will have a combination of trees, shrubs, and groundcover surrounding the underground retention basin. Overall, the landscaping plan shows a wide range of plant materials such as trees, shrubs, perennials, and ground cover to provide a variety of accent plants.

6. Design and appropriateness of signs in relation to the architectural style of the building.

The proposed assisted care facility is located within the R-S (Residential Suburban) zoning district and any proposed signage will utilize the sign code criteria for the A-P (Administrative and Professional Office) District which applies to nonresidential uses within any residential district where permitted by a conditional use permit. Any future signage will be reviewed administratively and would require a sign permit application. A Commission Sign Review application would be required for any future monument signs and would require separate Planning Commission approval.

7. Glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

The proposed project includes a variety of windows to provide natural lighting to the building. However, the specifications on the specular reflectance is not provided. A condition of approval requiring that the image reflective surface to be limited to a maximum reflectance value of 25% has been incorporated.

E) Socio-Economic Cost/Benefit Study

Measure U requires a socioeconomic cost/benefit study for projects involving structures larger than 5,000 square-feet, and a Socio-Economic Cost/Benefit Study (see Attachment H) has been prepared for this project. According to the cost/benefit model used by the City, the proposed project will result in annual revenue totaling $8,208.50 and annual costs totaling $7,944.30; therefore, annual revenue generated by the project is anticipated to be approximately $264.20 and results in a positive cost/benefit ratio of +1.03. The proposed project will not create any physical blight or overburden public services in the community, and no additional information or evaluation is needed.

F) Public Comments

The project had been contemplated to go to the Planning Commission for a public hearing in summer 2021, but was not reviewed due to pending site access and design issues at that time (all of which have been satisfactorily resolved with City departments that reviewed the project plans). The mailed public notice generated numerous public comments from neighbors and

residents living near the project site, most of which were opposed (see Attachment I for the written public comments). A total of 28 emails are included, and one petition with nine names. Many of the comments identify concerns about on-site parking, street parking (off-site), traffic and trip generation, vehicular access along a narrow street (North Place), increase in noise, decrease in property values, neighborhood quality, and neighborhood character.

As previously explained in the Background section above, current State law (the Housing Crisis Act of 2019) allows "supportive housing" as a permitted use in residential zoning districts by right, and is designed to lower barriers to building new housing projects (particularly supportive housing, transitional housing, affordable housing, etc., for "target populations" as defined). State law imposes the burden of proof on the City's decision-making body to make specific findings before any qualifying housing project can be denied. To consider a potential denial, a project must have a "a specific, adverse impact upon the public health or safety" that is articulated, and "there is no feasible method to mitigate or avoid the adverse impact" upon public health or safety. In this case, there are no known or identified specific adverse effects in terms of public health or safety. The design problem identified last year during development review (prior to the public hearing) has been resolved. In addition, Conditions of Approval are attached to the Resolution that will ensure the project is constructed and operated in compliance with applicable local zoning regulations, California Building Code, California Fire Code, State regulations pertaining to healthcare facilities, etc.

ENVIRONMENTAL REVIEW

In accordance with the provisions of the California Environmental Quality Act (CEQA), the project qualifies for exemption from environmental review pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines. Section 15332 pertains to infill development sites and the proposal meets all five criteria for this exemption (listed below). The proposed project will not have any potentially significant effects on the environment, and qualifies for exemption from further environmental review.

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
(c) The project site has no value as habitat for endangered, rare or threatened species;
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and,
(e) The site can be adequately served by all required utilities and public services.

Several of the written public comments (Attachment I) stated concerns about utilizing an exemption as provided in CEQA for infill development projects. There is no evidence known at this time indicating the possibility or likelihood of any potentially significant environmental effects as a result of the project (either directly or indirectly), and the Section 15332 exemption is the appropriate determination.

FINDINGS

As explained in the Background section previously, current State law imposes a higher standard upon a local agency if a qualified housing project is being considered for denial by the decision-making body. To consider potential denial, a project must have a "a specific, adverse impact upon the public health or safety" that is articulated, and "there is no feasible method to mitigate or avoid the adverse impact" upon public health or safety. In this case, there are no known or identified specific adverse effects in terms of public health or safety.

Findings for Commission Review & Approval:

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The proposed project includes the construction of a one-story 12,585 square-foot assisted living senior care facility and related site improvements on approximately one acre. The subject property is adequate in size and shape to accommodate the proposed use, including setbacks, walls, driveways, landscaping, lighting, utilities, and other required improvements necessary to serve the proposed use and structure. A six-foot high perimeter block wall will be constructed around the subject property to buffer the proposed use from surrounding residences (visually and acoustically) and many surrounding properties have large rear yards to provide further separation from the proposed use. The proposed project complies with the development standards for the Residential Suburban (R-S) zone and will be compatible with the surrounding residential uses that surround the project site.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The subject property will take access from an improved City street, and a new driveway will be constructed to serve the proposed use and accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project. The existing roadway is designed to carry the type and quantity of traffic generated by the proposed use (a residential care facility) including the existing single-family residences along North Place. The site for the proposed use relates to streets that are properly designed and improved to carry the type and quantity of traffic that will be generated by the proposed residential facility.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for the project will protect the public health, safety, and general welfare. Conditions are provided from the Planning Division, Building & Safety Division, and the Land Use Engineering Division, as well as from the Facilities & Community Services Department. The project has been conditioned to comply with the applicable provisions of the Redlands Municipal Code as well as the applicable California Building Code, California Fire Code, and any other applicable regulations.

RECOMMENDATIONS

Staff recommends the Planning Commission adopt Resolution No. 1588, adopt the Socio-Economic Cost Benefit Study for the project, and approve Commission Review & Approval No. 918 based on the analysis and findings in this staff report, and subject to the Conditions of Approval included in Resolution No. 1588.

MOTIONS

If the Planning Commission concurs with Staff's recommendation, the following motions have been provided:

“I move that the Planning Commission adopt Resolution No. 1588, adopt the Socio-Economic Cost/Benefit Study for the project, and approve Commission Review & Approval No. 918 subject to the attached Conditions of Approval.”

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B-1: Site Plan
Attachment B-2: Floor Plan
Attachment B-3: Elevation & Color Renderings
Attachment C: General Plan Land Use Map
Attachment D: Zoning Map
Attachment E: Table of R-S Development Standards
Attachment F: Landscaping Plans
Attachment G: Table of Architectural Guidelines
Attachment H: Socio-Economic Cost/Benefit Study
Attachment I: Public Comment Letters
Attachment J-1: Resolution No. 1588
Attachment J-2: Engineering Conditions of Approval
Attachment J-3: Fire Dept. Conditions of Approval

RESOLUTION NO. 1588

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING COMMISSION REVIEW & APPROVAL NO. 918 TO CONSTRUCT 12,585 SQUARE-FOOT ASSISTED LIVING SENIOR CARE FACILITY AND RELATED ON-SITE IMPROVEMENTS INCLUDING DRIVEWAYS, PARKING LOT, LANDSCAPING, AND LIGHTING ON A ONE ACRE PARCEL. THE PROJECT SITE IS A VACANT LOT LOCATED ON THE NORTH SIDE OF NORTH PLACE, AND APPROXIMATELY 400 FEET EAST OF S. CENTER STREET AND 415 FEET WEST OF S. BUENA VISTA STREET IN THE RESIDENTIAL SUBURBAN (R-S) DISTRICT (APN: 0173-011-39-0000).

WHEREAS, Redlands Assisted Living, LLC, has submitted an application for Commission Review & Approval No. 918 to construct a 12,585 square foot assisted living senior care facility for residents ages sixty (60) years and over with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on one-acre site. The project site is a vacant lot located on the north side of North Place, and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District (APN: 0173-011-39-0000); and

WHEREAS, on or about September 2, 2022, notice of the Planning Commission's public hearing for Commission Review & Approval No. 918 was published in the Redlands Daily Facts; and

WHEREAS, on September 13, 2022, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, the proposed project qualifies for exemption from environmental review pursuant to California Environmental Quality Act Guidelines Section 15332 (In-Fill Development Projects); and

WHEREAS, following the hearing for Commission Review & Approval No. 918, the Planning Commission determined that approval of the requested entitlement is in the best interests of the public health, safety and general welfare.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed project is exempt from environmental review in accordance with the California Environmental Quality Act, Section 15332 (In-Fill Development Projects) of the CEQA Guidelines.

SECTION 2. FINDINGS FOR APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 918. Commission Review & Approval No. 918 is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A," Exhibit "B," Exhibit "C."

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The proposed project includes the construction of a one-story 12,585 square-foot assisted living senior care facility and related site improvements on approximately one acre. The subject property is adequate in size and shape to accommodate the proposed use, including setbacks, walls, driveways, landscaping, lighting, utilities, and other required improvements necessary to serve the proposed use and structure. A six-foot high perimeter block wall will be constructed around the subject property to buffer the proposed use from surrounding residences (visually and acoustically) and many surrounding properties have large rear yards to provide further separation from the proposed use. The proposed project complies with the development standards for the Residential Suburban (R-S) zone and will be compatible with the surrounding residential uses that surround the project site.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The subject property will take access from an improved City street, and a new driveway will be constructed to serve the proposed use and accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project. The existing roadway is designed to carry the type and quantity of traffic generated by the proposed use (a residential care facility) including the existing single-family residences along North Place. The site for the proposed use relates to streets that are properly designed and improved to carry the type and quantity of traffic that will be generated by the proposed residential facility.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for the project will protect the public health, safety, and general welfare. Conditions are provided from the Planning Division, Building & Safety Division, and the Land Use Engineering Division, as well as from the Facilities & Community Services Department. The project has been conditioned to comply with the applicable provisions of the Redlands Municipal Code as well as the applicable California Building Code, California Fire Code, and any other applicable regulations.

SECTION 3. EXPIRATION DATE. Commission Review & Approval No. 918 shall expire and on September 13, 2024, unless a building permit is issued or an extension of time is requested prior to the expiration date in accordance with the conditions of approval.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of September, 2022.

Steven Frasher, Chair
Planning Commission

ATTEST:

Linda McCasland, Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 13th day of September, 2022, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0
ABSTAIN: 0

Linda McCasland
Secretary to the Planning Commission

EXHIBIT A
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICE DEPARTMENT
PLANNING DIVISION

COMMISSION REVIEW & APPROVAL NO. 918

1. This approval is for Commission Review & Approval No. 918 to construct a 12,585 square-foot assisted living senior care facility (i.e., supportive housing according to the Housing Crisis Act of 2019) and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one acre site. The project site is a vacant lot located on the north side of North Place, and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District (APN: 0173-011-39-0000).

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 shall expire two (2) years from the date of Planning Commission approval (will expire on September 13, 2024).

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

4. 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.

5. 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.

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

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

8. 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.

9. 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 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.

10. Plans submitted by Developer 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.

11. 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.

12. 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.

13. During the plan check review process, the Developer 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 10 feet, all parking lot lighting shall have a maximum height of 20 feet, and such light fixtures shall include shielding permanently attached to fixtures to contain illumination and prevent glare overspill onto abutting or nearby residential properties.

14. 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.

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

16. 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.

17. Prior to the issuance of any permits, the applicant/developer shall obtain an easement from neighboring properties for the purpose of storm drainage.

18. Prior to the issuance of any permits, the applicant/developer shall obtain an easement from neighboring properties for the purpose of providing sewer line access, construction, and operation.

19. Prior to the issuance of any permits, applicant/developer shall obtain a shared driveway easement from the adjacent vacant property located on APN: 0173-011-40.

20. The project shall be operated to comply with the City's Noise Ordinance as contained in RMC Chapter 8.06 (Community Noise Control).

21. 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.

22. 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.

23. The Final Landscape Plans shall incorporate the following:

    a. The landscape plan shall comply with all requirements for landscaping in pursuant to the Redlands Municipal Code.
    b. The landscape plans 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.

24. 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.

25. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City and comply with the applicable sign code criteria. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

26. Prior to the issuance of building permits, the applicant shall submit plans detailing that roof screening is of adequate height to screen any roof-top equipment from public view on all sides, subject to review and approval by the Development Services Director. Screening of air conditioning units and other equipment on the buildings shall be incorporated into or compatible with the architectural design of the buildings. All equipment shall be screened from public view of adjacent roadways and freeways.

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

Director.

28. 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.

29. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing etc. The nature of the measures will depend on the specific requirements of the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all sub-contractors working on the site.

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

Other City Departments/Divisions

31. 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

Land Use Engineering Division
Conditions of Approval

[Attached]

DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1145

Date of P.C. Meeting:	**September 13, 2022**
Applicant:	**Redlands Assisted Living, LLC**
Location:	**North Side of North Place and East of South Center Street (APN 0173-011-39)**
Project Description:	**Construct an Approximately 12,224 Square Foot Resident Care Facility**

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 General 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. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP 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. Six (6) copies of each are required. After final review, grading and SWPPP 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.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.192.050)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.192.050)

5. The post-construction stormwater discharge rate (Q) into the open channel along the northeasterly property line from a 100 year storm event shall not be greater than the pre-construction stormwater discharge rate (Q). The post-construction stormwater discharge along all other property boundaries from a 100 year storm event shall not be greater than the pre-construction stormwater discharge as measured by both rate and volume along any part of the property boundary.

6. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

7. 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. (RMC 12.16.290)

8. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

9. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107.(RMC 13.54)

10. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

    a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
    b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

11. Provide a private sewer and drainage easement over APN(s) 0173-011-12 and 0173-011-40, or other location, as accepted by the City Engineer. Alternatively, a private sewer pump capable of discharging all onsite sewer effluent into the City owned sewer main in North Place shall be submitted for review and approval by the City Building Official.

12. Provide a reciprocal access easement over APN(s) 0173-011-12 and 0173-011-39 as accepted by the City Engineer.

13. Easement documents, if required, shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and a recorded copy must be submitted prior to grading plan approval.

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; and
    b. Erosion Control.

    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. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.192.050)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.192.050)

4. 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.

5. Provide pad certification and compaction report to the Building and Safety Department.

6. 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)
   - Library Facilities; (RMC 3.60)
   - Open Space/Park; (RMC 3.32)
   - 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)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Sewer Frontage Charges. (RMC 13.44 and 13.12.)

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

8. 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)

9. Requirements for North Place Lane (RMC 18.192.050):

   a. Construct City standard driveway approach.
   b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This is to include, but is not limited to the replacement of damaged curb & gutter;
   c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the

City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;

d. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;

e. Coordinate with SCE to replace the existing sodium vapor street light on power pole with a LED luminaire with the equivalent illumination of a 100 watt sodium vapor street light;

f. Use traffic index of 5.0; and

g. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

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

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

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

14. 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.

15. 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.

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

2. Pay Water Source Acquisition Charge; (RMC 13.40)

3. Pay Water Frontage Charges. (RMC 13.12.)

4. 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. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. 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)

4. 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)

5. 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)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. 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 Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the

Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

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 Young

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

AC
Initial

FILE: CUP 1145

Exhibit C

Fire Department
Conditions of Approval

[Attached]

Redlands Fire Department

35 Cajon Street, Ste 12 • Redlands, CA 92373
(909) 798-7601 Office • (909) 798-7602 Fax

6/8/2022

City of Redlands
Jocelyn Torres, Associate Planner

☐ Special Reports/Comments needed
☐ DRAFT Conditions of Approval
☒ FINAL Conditions of Approval

Reference Number: North Place Residential Care Facility

The following conditions have been applied to the above reference project pursuant to the City of Redlands Fire Department adopted codes and standards, the 2019 California Fire Code and applicable rules, regulations and standards. Conditions must be complied with as directed by Redlands Fire Department and shall be reviewed, permitted, inspected, tested and approved in accordance with the requirements set forth.

Required	Not Required	Reports and Comments
☐	☒	Special Reports or Comments - Prior to final conditions.

☐ Draft Conditions ☒ **Final Conditions**

PRIOR TO MAP

Required	Not Required	Condition
☐	☒	Minimum road width for fire apparatus in Planned Residential Developments is ☐20 ft. ☐ 26 ft. ☐28 ft. ☐____ft., if no parking is allowed, 30 feet if parking allowed on one side and 40 feet if parking is allowed on both sides.
☐	☒	The applicant shall grant an easement for the fire lane on the tentative tract map.
☐	☒	The applicant shall submit covenants or CC&Rs for review and approval by the Community Development Department, Engineering Division and Fire Department. The covenants or CC&Rs shall be recorded concurrently with the final map, and shall provide for the following: A. The maintenance of the required fire lane, with no obstructions, within an area that is a minimum of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. wide and 13.6 ft. in height. Designated fire apparatus roads, streets, cul-de-sacs and turn-around (hammerhead) and/or any other emergency access within the development shall be maintained accessible and usable by emergency vehicles. Usable conditions include but are not limited to the following: 1. An all-weather road surface shall be maintained, first lift of asphalt minimum. 2. Road shall support imposed loads of fire apparatus at 75,000 pounds.

		3. No parking-fire lane signs shall be repaired or replaced as needed. 4. A monument entry sign with required address numbers shall be provided. 5. Fire lanes, streets and roads or other areas designated no parking-fire lane at time of development shall remain free at all times of any obstruction including but not limited to: vehicles, storage, debris, etc. B. The provision and maintenance of fire resistive trees for the project. Trees shall not overhang or grow into the fire lane or hammerhead turn-around. Trees shall not grow within five feet of any proposed chimneys. Vegetation, other than ground cover, shall not be permitted within five feet of fire protection systems. C. Dwellings constructed with required fire and life safety features including fire sprinklers, ignition resistant construction, smoke and carbon monoxide detectors and fire resistive landscaping shall maintain these features in accordance with state and local codes in use and applicable at the time of construction or installation. These codes include the California Fire Code, California Building Code, California Vehicle Code (fire lanes), City of Redlands Municipal Code and any other applicable codes, standards and law.
☐	☒	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft., wide and a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal.
☐	☒	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department. Fire Department turn around requirements shall be installed as directed, pursuant to the California Fire Code, Appendix D.
☐	☒	Grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades above 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway.
☐	☐	

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
☒	☐	A hazardous materials inventory and disclosure shall be provided with a complete listing of SDS sheets, storage locations, how they are stored, and types of containers. A technical report and opinion prepared by an approved consultant shall be submitted for review and approval prior to or as part of the submission for a building permit. Operational permits may be required and must be applied for prior to certificate occupancy. Application and permits shall be made to San Bernardino County Fire Department for CUPA compliance. Compliance with disclosure and requirements placed on the project for the CUPA shall be complied with prior to certificate of occupancy.
☐	☒	The building has the potential for storage of combustible stock in excess of ☐ 6 ft. ☐ 12 ft. (rubber tires) in height, meeting the requirements of high-piled combustible storage as defined in Chapter 32 of the California Fire Code. Significant modifications to the structure, including but not limited to, smoke and heat vents or mechanical ventilation, draft curtains, special access doors, upgraded sprinkler systems and hose connection requirements must be achieved in

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
		compliance with the California Fire Code Chapter 32 should such storage occur. Minimum design densities for fire sprinkler systems within spec. buildings shall be 0.33/3000. If high-piled combustible storage is proposed then plans, specifications, and a technical opinion and report shall be submitted from an approved consultant with the construction drawings to ensure fire protection requirements. High piled combustible storage requires an annual operational permit pursuant to the California Fire Code with appropriate fees paid prior to issuance and renewal.
☐	☒	To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
☒	☐	Redlands Fire Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.
☒	☐	Redlands Fire Department at time of operational permit application will charge certain fees for permit issuance which will have, at a minimum, annual fees charged. Failure to pay required annual fees will be cause to issue a "Cease and Desist" order.
☒	☐	The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.
☒	☐	The proposed project shall pay all applicable development impact fees, pursuant to the City of Redlands Ordinances in effect at the time and that are amended from time to time.
☐	☒	A fire command center for fire department operations shall be provided for Factories, Mercantile, and storage occupancies that are greater than 50,000 square feet. The fire command center shall be a minimum of 200 square feet and meet the requirements of the California Fire Code as amended by Local Ordinance 2900 - RMC Section 15.20.500.
☒	☐	The required fire flow shall be 1,500 GPM for a 2-hour duration at 20 PSI residual operating pressure. Documentation is required from the Municipal Utilities & Engineering Department (MUED) or an approved third party verifying that the system is capable of meeting the required fire flow prior to conditions of approval being established. If a third party is being used they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by Redlands Fire Department and MUED to upgrade the existing system prior to release of building permits.
☐	☐	

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☒ 26 ft. ☐ 28 ft. ☐ ____ ft. and

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
		a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal. **Project complies as shown on the site plan**
☒	☐	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department, pursuant to the California Fire Code, Chapter 5 & Appendix D and as amended locally. Fire Department turn around requirements shall be installed as directed and shall be inspected and approved prior to lumber drop. **Project complies as shown on the site plan**
☒	☐	All fire apparatus access roadways must be maintained unobstructed and drivable by fire apparatus throughout the construction process. Access roadways shall be hard surfaced (paved/concrete) and capable of holding an imposed load of 75,000 pounds including in adverse weather conditions.
☐	☒	Prior to combustible construction, grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades exceeding 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway along with other conditions as determined by the Fire Marshal.
☐	☒	The development and each phase thereof shall have a minimum of 2-points of vehicular access for fire and emergency equipment and for routes of safe egress of citizens regardless of the cul-de-sac length and shall be required as directed by Redlands Fire Department.
☒	☐	All required fire apparatus access roads, fire lanes, fire department turn- around and entry/exit drives shall have a minimum ☐ 20 ft. ☒ 26 ft. ☐ 28 ft. ☐____ft. turning radius for fire apparatus depending on size, location and type of project. Site plans shall provide a fire department turning radius template along the fire access roadway or within a detail confirming that the radius meets Redlands Fire Department requirements.
☒	☐	Fire Apparatus Access roads (all roads in project) shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing required GPM and shall be tested/accepted by Fire Dept. prior to dropping any lumber for construction.
☐	☒	Loading zones are required adjacent to loading doors and shall be designated on the Development Site or Plot Plan and shall be marked on the appropriate ground surface. Loading zones shall not interfere with required Fire Lanes or emergency egress capabilities.
☒	☐	Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways.
☒	☐	Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Redlands Fire Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F 2200 standards. Knox brand key-operated electric key switch keyed to Redlands Fire Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as Opticom, are required and must be installed as directed by the Fire Marshal.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Water improvement plans shall be approved by Redlands Fire Department. The Developer shall furnish Redlands Fire Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes maybe required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
☐	☒	Fire hydrant water mains that supply two (2) or more fire hydrants shall be looped to provide adequate supply.
☐	☒	Buildings that exceed 200,000 square feet, or meet the requirements of the Municipal Utilities & Engineering Department, shall have at least two separate points of connection to a water supply, as approved by Redlands Fire Department.
☒	☐	The existing fire hydrant system is insufficient to provide the required fire flow. This system is required to be upgraded to meet the required fire flow as identified above. **On-site FH required**
☒	☐	Prior to combustibles being brought to the site, the developer shall provide written certification from Municipal Utilities & Engineering Department (MUED), dated within the last thirty days, that: A. All public fire hydrants or water purveyor connections required of the project have been installed, tested, and approved by MUED, and B. Are permanently connected to the public water main system, and C. Are capable of supplying the required fire flow as required by Redlands Fire Department.
☐	☒	Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 600 feet (122 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire private hydrants and mains capable of supplying the required flow shall be provided when required by the Fire Code official. The size of fire hydrant outlets shall be a minimum of one 4 inch and one 2-½ inch NST outlet or greater as required by the Fire Code official.
☒	☐	In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official. **Exception:** When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the Fire Code official, adjusted spacing of fire hydrants from those set forth above may be considered.
☒	☐	Fire hydrants shall be painted per Redlands Fire Department and Municipal Utilities & Engineering Department standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.
☒	☐	Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Redlands Fire Department and the Municipal Utilities & Engineering Department.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	If any fire hydrant is taken "OUT OF SERVICE" – Redlands Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.
☒	☐	Buildings on easement shall have additional street number signs at the intersections of the easement and/or the roadway, and at additional locations as required by Redlands Fire Department.
☐	☒	Street signs meeting the requirements of the City Engineer standards shall be installed at all intersections prior to final occupancy approval. Temporary street signs may be required, during construction, at the discretion of the fire code official.
☐	☒	All flammable vegetation shall be removed from each building site with slopes less that 15% at a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less.
☐	☒	A fuel modification or fire protection plan is required. An approved Fire Protection Consultant that specializes in these types of complex plans shall prepare the plan. Plans and specifications shall be submitted, reviewed and approved by Redlands Fire Department prior to issuance of building construction permits.
☐	☒	The minimum fire flow in the Very High Fire Hazard Severity Zone is 2,500 GPM at 20 PSI for two hours for new subdivisions, tracts, multi-family and commercial/industrial buildings.
☒	☐	All mitigation measures relating to fire access must be addressed through the construction plan review and fire protection system review and be installed, tested and accepted by Redlands Fire Department.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☒	☐	Fire lane designations shall be required for all fire access roadways as determined by Redlands Fire Department. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Redlands Fire Department. All Fire lanes shall be marked and identified prior to Certificate of Occupancy.
☒	☐	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13** Standards for Automatic Fire Sprinkler Systems. Three sets of plans, two sets of hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work. This is a mitigation measure and must meet these requirements
☐	☒	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-D** Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Three sets of plans, two sets hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Prior to Fire Department clearance for occupancy, and automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-R** Standard for Automatic Fire Sprinkler Systems-Multi-Family Dwellings. Three sets of plans, two sets of hydraulic calculations, and two sets of material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	A class _____ standpipe system is required. A State of California Licensed C-16 Contractor shall submit three (3) sets of plans, specifications, and two sets of hydraulic calculations to the Fire Department for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to Fire Department Clearance for occupancy, and automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Three sets of plans, two sets of material specification's sheets for all equipment used in the system and California State Fire Marshal listings shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to final inspection or occupancy, hand portable fire extinguishers are required to be installed as directed by Redlands Fire Department Community Risk Reduction staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.
☐	☒	An automatic smoke removal system is required. This system shall comply with the California Fire Code, NFPA and all other applicable standards. The applicant shall submit three (3) sets of detailed plans, two sets of specifications, and testing criteria to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic smoke removal ventilation system (fusible link type) is required. Roof vents, venting ratios and draft curtains shall be provided in accordance with the California Fire Code, NFPA and all other applicable standards. This information shall be provided in sufficient detail on the building construction drawings and submitted to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☒	☐	An automatic hood and duct fixed fire suppression system is required. A State of California licensed C-16 Contractor shall submit three (3) sets of detailed plans and two sets of specifications to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☒	☐	Permanent commercial/industrial three-dimensional street numbers, minimum 12 inches in height with a ½ inch stroke, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner.
☐	☒	Permanent residential three-dimensional street numbers, minimum 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible form the street and shall not be obstructed in any manner.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Permanent Multi-family three-dimensional street numbers, minimum 12 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner. Building letter designations shall be a minimum of 12 inches in height and shall be installed as directed by Redlands Fire Department fire code official.
☐	☒	Address numbers and suite numbers are required to be installed or painted on the rear of access doors to multiple suite facilities. Numbers or letters shall be a minimum of four (4) inches in height and placed on a contrasting background and be durable for the weather conditions exposed.
☐	☒	A lighted directory (site map) meeting Redlands Fire Department specifications is required at each entrance to the complex as directed by Redlands Fire Department. A site plan with all building locations identified by a number or letter, space numbers, fire protection equipment, etc. and shall be reviewed and approved by Redlands Fire Department prior to installation.
☒	☐	Knox emergency access key box is required at each building, with specific mounting locations approved by Redlands Fire Department. Recessed mount key boxes are required. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.
☒	☐	An emergency responder radio coverage plan is required to be submitted, reviewed, approved and permits issued, prior to commencing work. Emergency responder radio coverage must meet the requirements of the California Fire Code, Chapter 5, Section 510 and Redlands Fire Department. Field tests are required prior to final inspection or occupancy. **Requires field report to determine if required**
☒	☐	A fire department operational permit is required for certain specific operations regulated by the California Fire Code. The permit is issued after application has been made to Redlands Fire Department and full compliance of the requirements for the operation has been adhered to. An annual fee is charged to the applicant for review and inspection of such permits on an annual basis. Some permits require additional inspections and permit compliance that may require additional fees to be paid semi-annually.
☒	☐	Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Redlands Fire Department.
☒	☐	Final fire protection plans, hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy. The PDF must contain the approved plan stamps from Redlands Fire Department.
☐	☐	

Yours in Service,

Christopher P. Jensen

Christopher P. Jensen, Fire Marshal

RESOLUTION NO. 8705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A ONE-YEAR EXTENSION OF THE EXPIRATION DATE FOR COMMISSION REVIEW AND APPROVAL NO. 918 FOR THE CONSTRUCTION OF A 12,585 SQUARE-FOOT SUPPORTIVE HOUSING FACILITY (ASSISTED LIVING FOR SENIORS) WITH 28 BEDS, AND RELATED ON-SITE IMPROVEMENTS LOCATED ON THE NORTH SIDE OF NORTH PLACE (APN: 0173-011-39-0000).

WHEREAS, Redlands Assisted Living, LLC, applicant and owner, has submitted an application for Extension of Time No. 1 to construct the project approved with Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District; and

WHEREAS, on September 13, 2022, the Redlands Planning Commission held a public hearing, and adopted Resolution No. 1588 to approve Commission Review and Approval No. 918 and the associated Socio-Economic Cost/Benefit Study for the project; and

WHEREAS, on July 16, 2024, the Redlands City Council approved a request for the first one-year Extension of Time for the project entitlements; and

WHEREAS, Redlands Municipal Code section 18.12.130 permits an applicant to request a one-year extension of time to extend the expiration date for a Commission Review and Approval, provided the total number of such one-year extensions do not exceed three; and

WHEREAS, the applicant intends to develop the project approved by Commission Review and Approval No. 918, and requests the extension to allow more time to complete the preparation of construction plans for submittal into Plan Check; and

WHEREAS, following the meeting for the extension of time to Commission Review and Approval No. 918, 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. Planning Commission Resolution No. 1588 was adopted on September 13, 2022, and determined the project

was exempt from environmental review in accordance with the California Environmental Quality Act. There are no changes proposed to the approved project as part of the extension of time.

SECTION 2. Approval of Extension of Time. The proposed one-year extension of time for Commission Review and Approval No. 918 is hereby approved in accordance with Redlands Municipal Code Section 18.12.130.

SECTION 3. Expiration Date. The new expiration date for Commission Review and Approval No. 918 shall be September 13, 2026. The project shall remain subject to all original Conditions of Approval (contained in Planning Commission Resolution No. 1588).

SECTION 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 15th day of July, 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 July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 9.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Final Map for Tract No. 20520 prepared and submitted by Tri Pointe Homes IE-SD, Inc. The project site is located on the east side of Texas Street and approximately 500 feet north of Domestic Avenue (Development Services Director Desatnik)

MOTION(S):

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

"I move that the City Council approve the Final Map for Tract No. 20520."

RECOMMENDATION:

Staff recommends that City Council approve the Final Map for Tract No. 20520.

DISCUSSION:

The applicant is requesting approval of the Final Map for Tract No. 20520. On October 8, 2023, the City Council approved Tentative Tract Map No. 20520 to subdivide 14.69 acres into a total of 35 residential lots for detached single-family homes, plus six lettered lots for on-site landscaping and open space. The project site is located on the east side of Texas Street, approximately 500 feet north of Domestic Avenue, and on the westerly side of the retention basin at Israel Beal Park. City Council Resolution No. 8516 approved the following project actions:

1. Adopted a Mitigated Negative Declaration;
2. Adopted the Socio-Economic Cost/Benefit Study;
3. Approved Tentative Tract Map No. 20520;
4. Approved Conditional Use Permit No. 1167; and
5. Approved Street Vacation No. 193.

The owner has complied with all conditions of approval for Tentative Tract Map 20520. The Final Map (Attachment A) has been reviewed by staff and the City's contracted Public Land Surveyor. The Subdivision Improvement Agreement (Attachment B) and appropriate financial securities including a faithful performance bond (Attachment C) and a labor and materials bond (Attachment D) have been prepared based on the project engineer's estimated construction costs. These securities will ensure that off-site improvements are installed when project development begins.

ALTERNATIVES:

City Council may deny the Final Map for Tract No. 20520.

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
Christopher Boatman, Assistant City Manager

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year:	24-25
Revenue Generating:	n/a
Appropriation Required Y/N:	No

Discussion:

No impact to the General Fund. The applicant paid the applicable application filing fee.

Attachments

Attachment A: Tract Map No. 20520
Attachment B: Subdivision Improvement Agreement
Attachment C: Faithful Performance Bond
Attachment D: Labor and Materials Bond
Attachment E: Approved Resolution No. 8516 (with Conditions of Approval)

NUMBERED LOTS: 35
LETTERED LOTS: 7
GROSS ACREAGE: 14.69
NET ACREAGE: 13.83

TRACT NO. 20520

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED FEBRUARY 19, 1869.

MDS CONSULTING MAY, 2025 DARYL J. CHRISTIAN L.S. 8554

OWNER'S STATEMENT:

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE MAPS WITHIN THE HEAVY BORDER LINE, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL TRACT MAP.

WE HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES TEXAS STREET, TROLLEY TRACK ROAD, RAILWAY LANE AND CONDUCTOR COURT AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR PUBLIC UTILITY AND PUBLIC ACCESS OVER ALL OF LOT A, AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR DRAINAGE AND MAINTENANCE PURPOSES OVER ALL OF LOT G, AS SHOWN HEREON.

WE ALSO HEREBY RESERVE UNTO OURSELVES, OUR HEIRS AND ASSIGNS, AND LOT OWNERS WITHIN THIS TRACT, LOTS A THROUGH F, FOR OPEN SPACE PURPOSES.

TRI POINTE HOMES IE-SD, A CALIFORNIA CORPORATION.

BY: _____

NAME: BRIAN ORTWEIN

TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
) SS
COUNTY OF Riverside)

ON June 9, 2025 BEFORE ME, Ryan Hinton,

A NOTARY PUBLIC, PERSONALLY APPEARED Brian Ortwein

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINT NAME Ryan Hinton

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY

MY COMMISSION EXPIRES: 3-11-2029

MY COMMISSION NUMBER: 2514118

SIGNATURE OMISSIONS: SEE SHEET 2

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TTLC REDLANDS-TEXAS, LLC ON JANUARY, 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE FILING OF THIS TRACT MAP, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE TRACT MAP.

DARYL J. CHRISTIAN, LS 8554 6-3-25 DATE

PROFESSIONAL LAND SURVEYOR DARYL J. CHRISTIAN LS 8554 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP. THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATIONS THERETO, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF REDLANDS MUNICIPAL CODE HAVE BEEN COMPLIED.

GOUTAM K. DOBEY, CITY ENGINEER
CITY OF REDLANDS – R.C.E. NO. 75646

6/13/25 DATE

REGISTERED PROFESSIONAL ENGINEER GOUTAM K. DOBEY NO. 75646 CIVIL STATE OF CALIFORNIA

I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

6-12-25 DATE

MITCHAL L. CASSEL, CONTRACT SURVEYOR – L.S. 7504

PROFESSIONAL LAND SURVEYOR MITCHAL L. CASSEL 7504 STATE OF CALIFORNIA

CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADAPTED ON _____, APPROVED THIS MAP AND ACCEPTED THE EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS, TEXAS STREET, TROLLEY TRACK ROAD, RAILWAY LANE AND CONDUCTOR COURT, AS SHOWN ON THIS MAP.

ALSO ACCEPTED FOR PUBLIC USE THE EASEMENT OVER ALL OF LOT A FOR PUBLIC UTILITY AND PUBLIC ACCESS PURPOSES AS SHOWN HEREON.

ALSO ACCEPTED FOR PUBLIC USE THE EASEMENT OVER ALL OF LOT G FOR DRAINAGE AND MAINTENANCE PURPOSES AS SHOWN HEREON.

JEANNE DONALDSON
CITY CLERK OF THE CITY OF REDLANDS

_____ DATE

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE $_____.

ENSEN MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

BY: _____
DEPUTY DATE

BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL, OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE SAN BERNARDINO COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS/HER ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

BY: _____
DEPUTY DATE

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS ____ DAY OF _____, 20____ AT _____ M.
IN BOOK _____ OF MAPS, AT PAGES _____, AT THE
REQUEST OF _____
IN THE AMOUNT OF $_____

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

NUMBERED LOTS: 35
LETTERED LOTS: 7
GROSS ACREAGE: 14.69
NET ACREAGE: 13.83

TRACT NO. 20520

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED FEBRUARY 19, 1869.

MDS CONSULTING MAY, 2025 DARYL J. CHRISTIAN L.S. 8554

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT AS THEIR INTEREST CANNOT RIPEN INTO A FEE:

FREDERICK ARTH, HOLDER OF AN EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED IN BOOK 465, PAGES 310 & 311, OF DEEDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES RECORDED OCTOBER 14, 1952 IN BOOK 3036, PAGE 385, OF OFFICIAL RECORDS.

LENNAR HOMES OF CALIFORNIA, INC., HOLDER OF AN EASEMENT FOR PARK AND OPEN SPACE PURPOSES PURPOSES PER GRANT OF PARK MAINTENANCE EASEMENT RECORDED APRIL 21, 2016 AS INSTRUMENT NO. 2016-0153108 OF OFFICIAL RECORDS.

CITY OF REDLANDS, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AS RESERVED BY RESOLUTION NO. 8517, RECORDED OCTOBER 4, 2023 AS INSTRUMENT NO. 2023-0245554, OF OFFICIAL RECORDS.

EASEMENT NOTES

1 INDICATES AN EASEMENT IN FAVOR OF FREDERICK ARTH FOR WATER PIPE LINES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED IN BOOK 465, PAGES 310 & 311, OF DEEDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

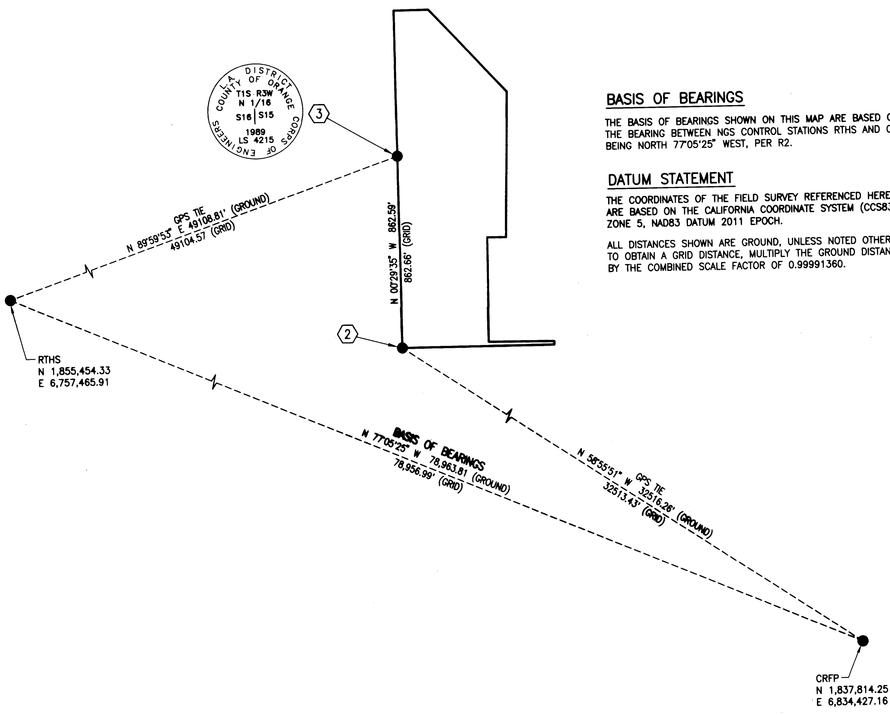
(2) INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR POLE LINES AND INCIDENTAL PURPOSES RECORDED OCTOBER 14, 1952 IN BOOK 3036, PAGE 385, OF OFFICIAL RECORDS.

(3) INDICATES AN EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, LLC, FOR PARK AND OPEN SPACE PURPOSES PER GRANT OF PARK MAINTENANCE EASEMENT RECORDED APRIL 21, 2016 AS INSTRUMENT NO. 2016-0153108 OF OFFICIAL RECORDS.

(4) INDICATES AN EASEMENT IN FAVOR OF THE CITY OF REDLANDS FOR PUBLIC UTILITIES AS RESERVED BY RESOLUTION NO. 8517, RECORDED OCTOBER 4, 2023 AS INSTRUMENT NO. 2023-0245554, OF OFFICIAL RECORDS.

[1] INDICATES AN EASEMENT, OVER ALL OF LOT A, DEDICATED TO THE CITY OF REDLANDS, FOR PUBLIC UTILITY AND PUBLIC ACCESS PURPOSES, AS SHOWN HEREON.

[2] INDICATES AN EASEMENT, OVER ALL OF LOT G, DEDICATED TO THE CITY OF REDLANDS, FOR DRAINAGE AND MAINTENANCE PURPOSES, AS SHOWN HEREON.



BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN ON THIS MAP ARE BASED ON THE BEARING BETWEEN NGS CONTROL STATIONS RTHS AND CRFP BEING NORTH 77°05'25" WEST, PER R2.

DATUM STATEMENT

THE COORDINATES OF THE FIELD SURVEY REFERENCED HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 5, NAD83 DATUM 2011 EPOCH.

ALL DISTANCES SHOWN ARE GROUND, UNLESS NOTED OTHERWISE. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99991360.

NUMBERED LOTS: 35
LETTERED LOTS: 7
GROSS ACREAGE: 14.69
NET ACREAGE: 13.83

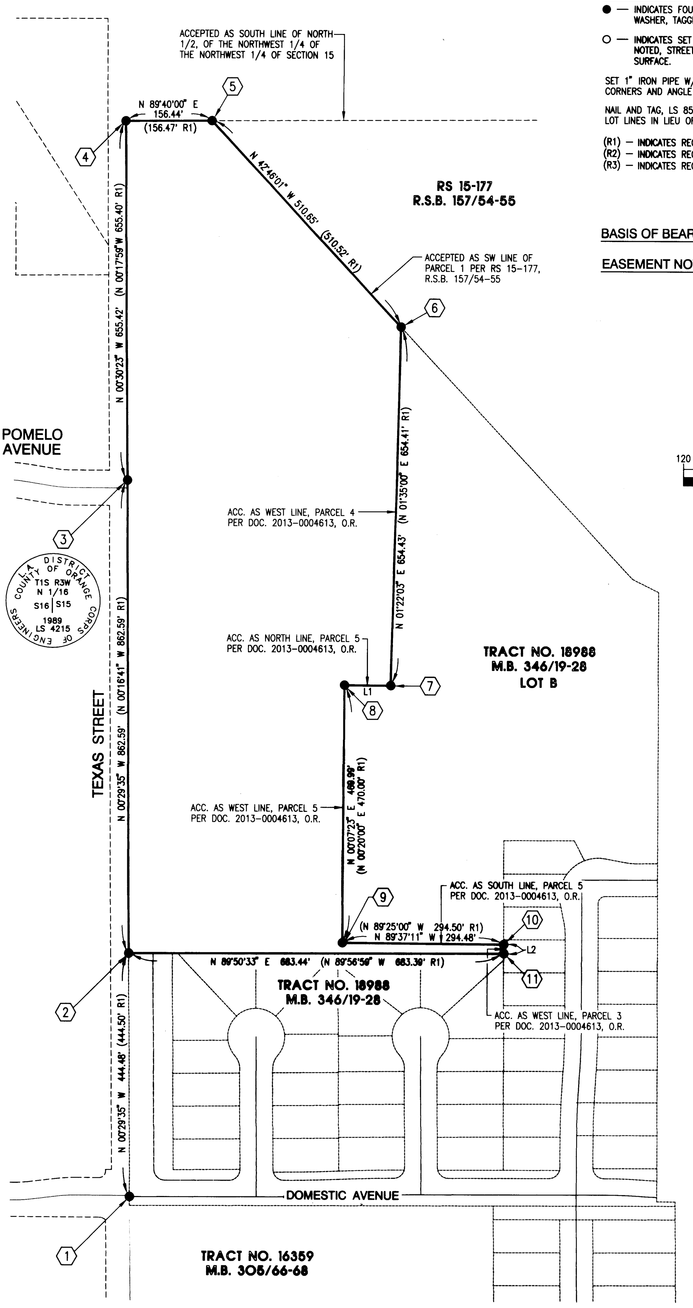
TRACT NO. 20520

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED FEBRUARY 19, 1869.

MDS CONSULTING MAY, 2025 DARYL J. CHRISTIAN L.S. 8554

BOUNDARY SURVEY



SURVEYOR'S NOTES

● — INDICATES FOUND MONUMENT AS NOTED, RESET 1" I.P. OR SPIKE AND WASHER, TAGGED LS 8554, IF DESTROYED BY CONSTRUCTION.

○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH, UNLESS OTHERWISE NOTED, STREET CENTERLINE MONUMENTS TO BE SET 1/4" BELOW PAVEMENT SURFACE.

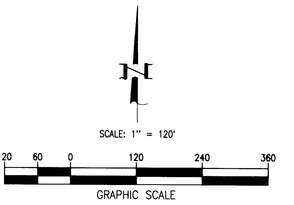
SET 1" IRON PIPE W/TAG, LS 8554, OR LEAD TACK & TAG, LS 8554, AT ALL LOT CORNERS AND ANGLE POINTS IN REAR AND SIDE LOT LINES, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

(R1) — INDICATES REC. & MEAS. PER TRACT NO. 18988, M.B. 346/19-28.
(R2) — INDICATES REC. & MEAS. PER TRACT NO. 20336, M.B. 366/74-87
(R3) — INDICATES REC. & MEAS. PER RS15-177 R.S.B. 157/54-55

BASIS OF BEARINGS - SEE SHEET 2

EASEMENT NOTES - SEE SHEET 2



COURSE DATA		
#	BEARING	DISTANCE
L1	N 89°35'43" W (N 89°25'00" W	84.43' 84.41' R1)
L2	N 00°11'57" W (N 00°00'00" W	16.51' 16.51' R1)

FOUND MONUMENT NOTES

(1) — FD. SPIKE & WASHER, W/TAG RCE 29224, FLUSH, ACC. AS ℄ INT. TEXAS STREET & DOMESTIC AVENUE PER R1 AND R2.

(2) — FD. SPIKE & WASHER, W/TAG PLS 5137, FLUSH, IN LIEU OF 1" I.P. W/PLASTIC PLUG, RCE 29224 PER R2, ACC. AS NW COR. TRACT No. 18988 (R1).

(3) — FD. 2" I.P. W/3" BRASS CAP, AS SHOWN, DN. 0.2', ACC. AS N 1/16TH COR. PER R1, R2 & R3

(4) FD. 1" I.P., W/PLASTIC PLUG LS 2851, FLUSH, ACC. AS INT. WEST LINE SEC. 15 AND SO. LINE N 1/2, NW 1/4, NW 1/4 SEC. 15, PER R1 AND R3.

(5) FD. 1" I.P., W/PLASTIC PLUG LS 2851, FLUSH, ACC. PT. ON SO. LINE N 1/2, NW 1/4, NW 1/4 SEC. 15. PER R1.

(6) FD. 1" I.P., W/PLASTIC PLUG RCE 29224, FLUSH, ACC. AS NW CORNER LOT B, PER R1.

(7) FD. 1" I.P., W/PLASTIC PLUG RCE 29224, DN. 0.5', ACC. AS ANGLE PT ON WEST LINE OF LOT B, PER R1

(8) FD. 1" I.P., W/PLASTIC PLUG RCE 29224, DN. 0.3', ACC. AS ANGLE PT ON WEST LINE OF LOT B, PER R1

(9) FD. 1" I.P., W/PLASTIC PLUG RCE 29224, DN. 0.3', ACC. AS SOUTHWEST CORNER LOT B, PER R1

(10) FD. 1" I.P., W/PLASTIC PLUG RCE 29224, DN. 0.4', ACC. AS ANGLE PT ON WEST BDRY OF TRACT 18988, PER R1

(11) FD. 1" I.P., W/PLASTIC PLUG RCE 29224, DN. 0.2', ACC. AS ANGLE PT ON WEST BDRY OF TRACT 18988, PER R1

NUMBERED LOTS: 35
LETTERED LOTS: 7
GROSS ACREAGE: 14.69
NET ACREAGE: 13.83

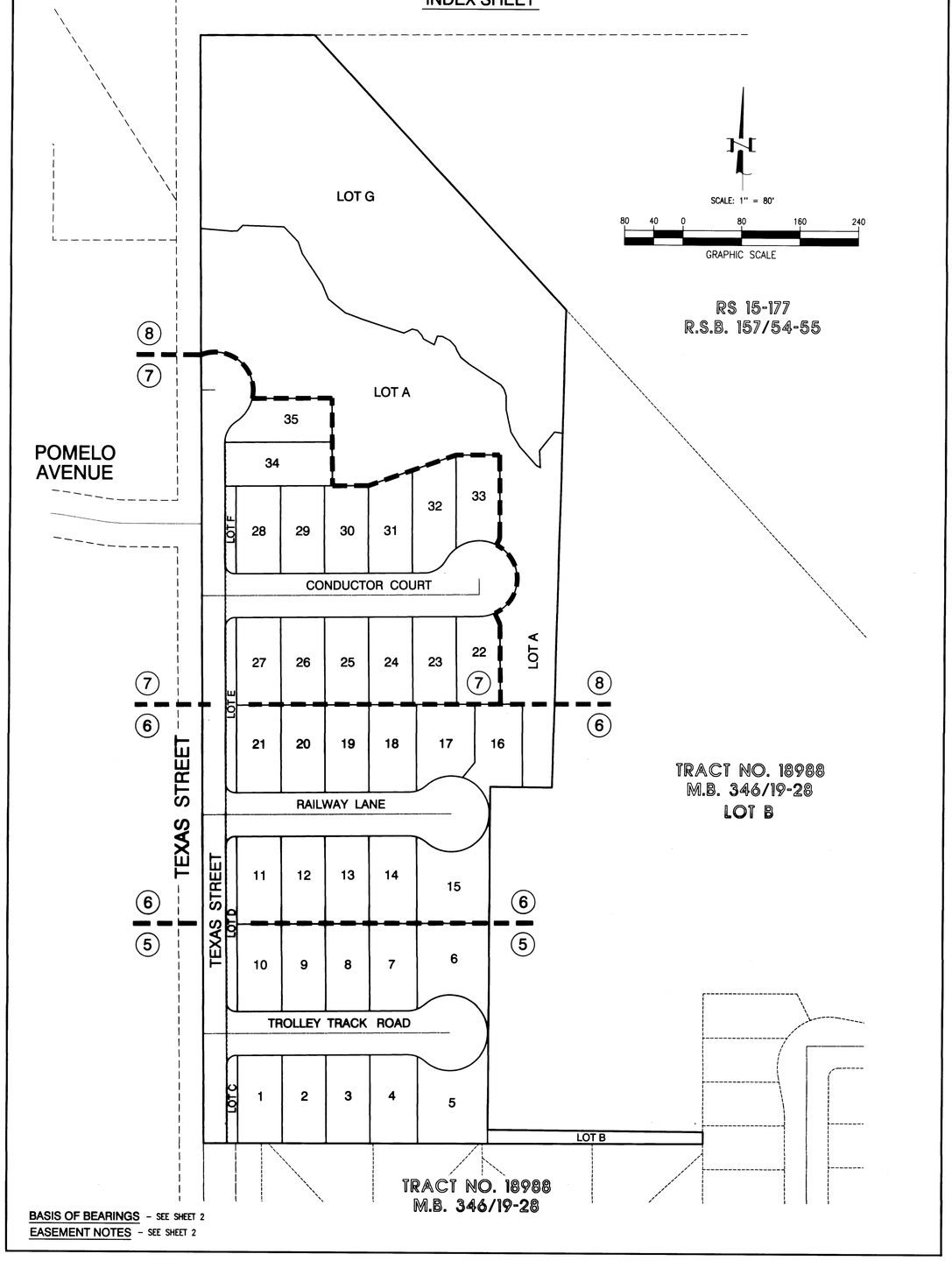
TRACT NO. 20520

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED FEBRUARY 19, 1869.

MDS CONSULTING MAY, 2025 DARYL J. CHRISTIAN L.S. 8554

INDEX SHEET



BASIS OF BEARINGS - SEE SHEET 2

EASEMENT NOTES - SEE SHEET 2

NUMBERED LOTS: 35
LETTERED LOTS: 7
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TRACT NO. 20520

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

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MDS CONSULTING MAY, 2025 DARYL J. CHRISTIAN L.S. 8554

SCALE: 1" = 40'

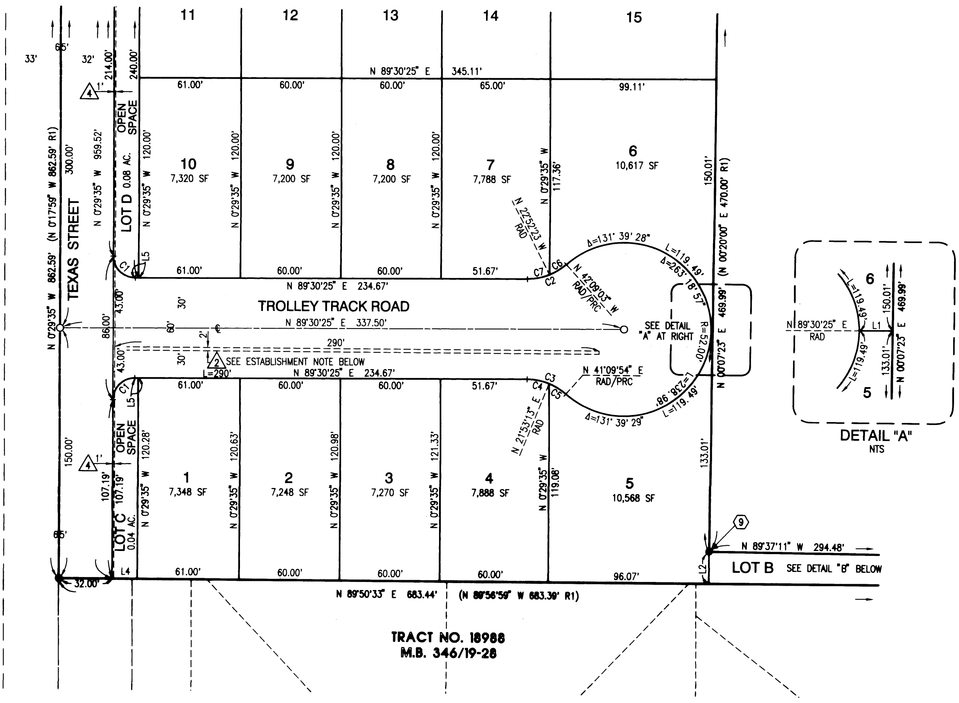
40 20 0 40 80 120

GRAPHIC SCALE

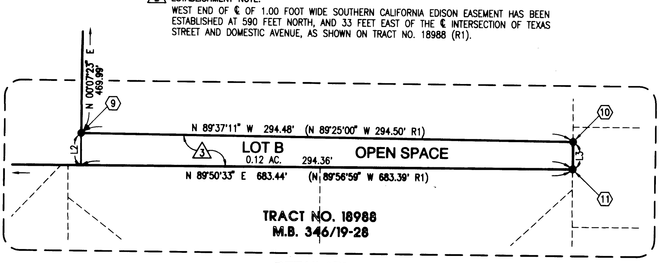
CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	90°00'00"	13.00'	20.42'
C2	41°39'28"	35.00'	25.45'
C3	41°39'29"	35.00'	25.45'
C4	22°22'48"	35.00'	13.67'
C5	19°16'41"	35.00'	11.78'
C6	19°16'40"	35.00'	11.78'
C7	22°22'48"	35.00'	13.67'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 89°30'25" E	1.00'
L2	N 00°29'35" W	19.27'
L3	N 00°11'57" W	16.51'
L4	N 89°50'33" E	15.00'
L5	N 89°30'25" E	2.00'

SEE SHEET 6



2 ESTABLISHMENT NOTE:
WEST END OF ℄ OF 1.00 FOOT WIDE SOUTHERN CALIFORNIA EDISON EASEMENT HAS BEEN ESTABLISHED AT 590 FEET NORTH, AND 33 FEET EAST OF THE ℄ INTERSECTION OF TEXAS STREET AND DOMESTIC AVENUE, AS SHOWN ON TRACT NO. 18988 (R1).



DETAIL "B"
1"=40'

BASIS OF BEARINGS - SEE SHEET 2

EASEMENT NOTES - SEE SHEET 2

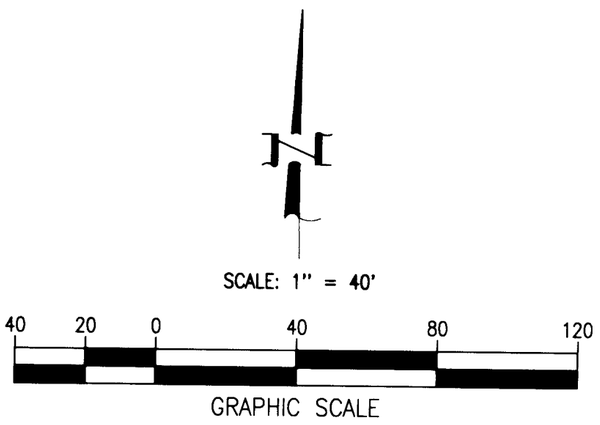
NUMBERED LOTS:	35
LETTERED LOTS:	7
GROSS ACREAGE:	14.69
NET ACREAGE:	13.83

TRACT NO. 20520

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

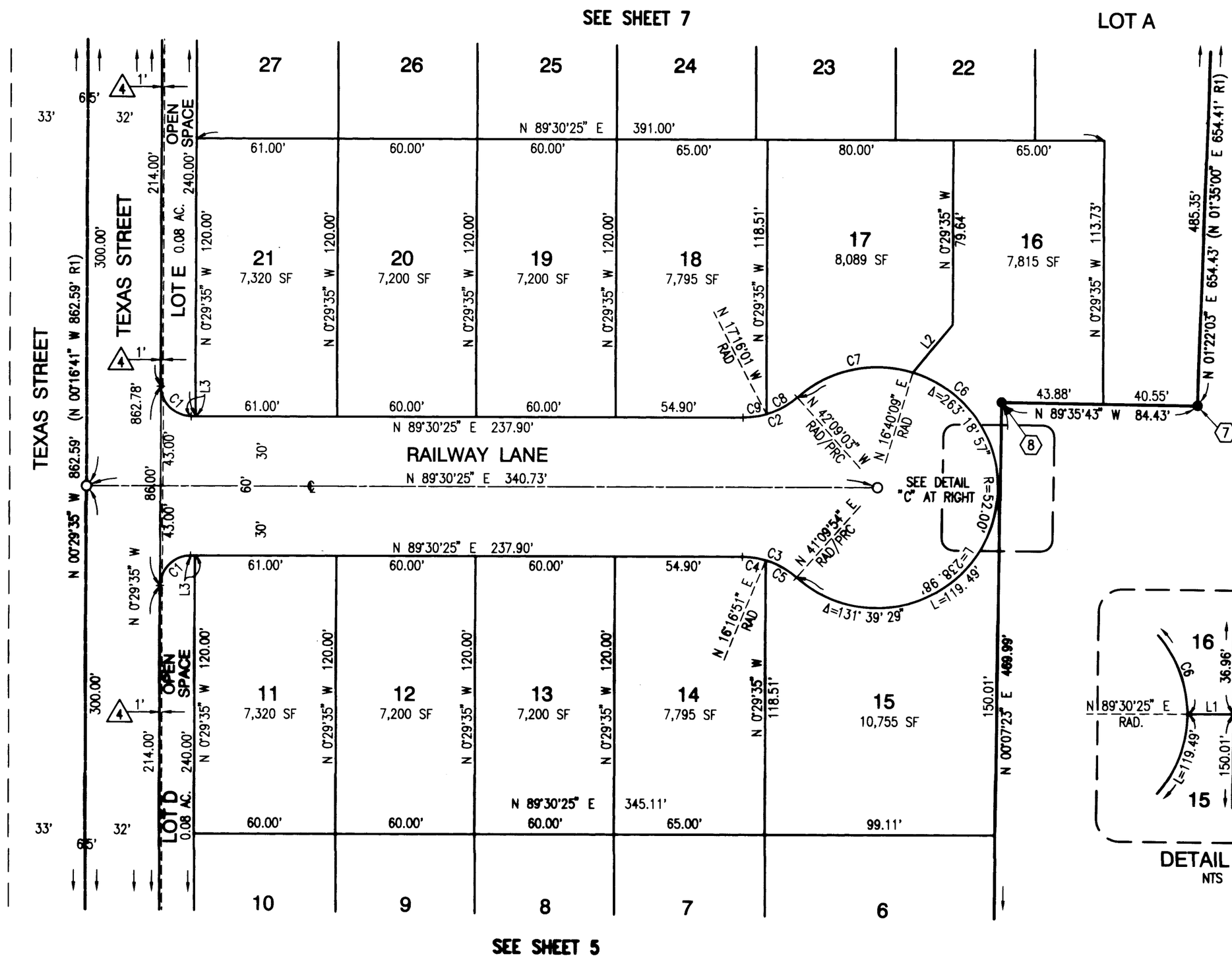
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED FEBRUARY 19, 1869.

MDS CONSULTING MAY, 2025 DARYL J. CHRISTIAN L.S. 8554



CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	90°00'00"	13.00'	20.42'
C2	41°39'28"	35.00'	25.45'
C3	41°39'29"	35.00'	25.45'
C4	16°46'26"	35.00'	10.25'
C5	24°53'03"	35.00'	15.20'
C6	72°50'16"	52.00'	66.11'
C7	58°49'12"	52.00'	53.38'
C8	24°53'02"	35.00'	15.20'
C9	16°46'26"	35.00'	10.25'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 89°30'25" E	1.00'
L2	N 38°48'58" E	26.72'
L3	N 89°30'25" E	2.00'



DETAIL "C"
NTS

BASIS OF BEARINGS - SEE SHEET 2

EASEMENT NOTES - SEE SHEET 2

NUMBERED LOTS: 35
LETTERED LOTS: 7
GROSS ACREAGE: 14.69
NET ACREAGE: 13.83

TRACT NO. 20520

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

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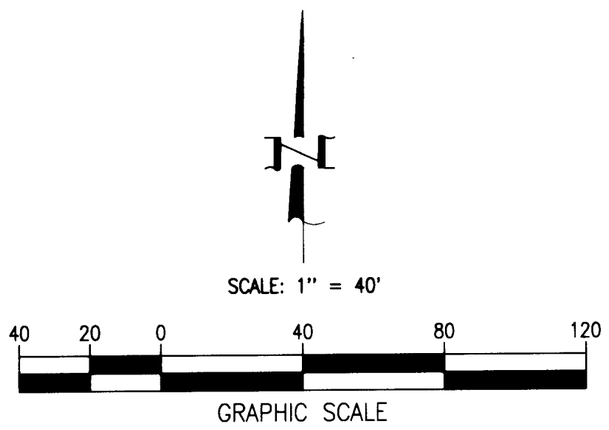
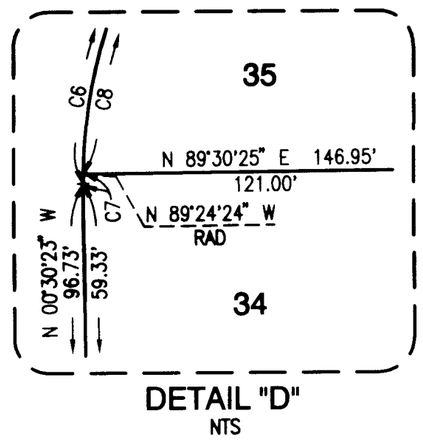
MDS CONSULTING MAY, 2025 DARYL J. CHRISTIAN L.S. 8554





DETAIL "D"
NTS

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	90°00'00"	13.00'	20.42'
C2	60°22'46"	35.00'	36.88'
C3	24°28'17"	52.00'	22.21'
C4	23°09'04"	52.00'	21.01'
C5	64°38'12"	52.00'	58.66'
C6	56°30'53"	35.00'	34.52'
C7	01°05'59"	35.00'	0.67'
C8	55°24'54"	35.00'	33.85'
C9	43°17'19"	52.00'	39.29'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 89°30'25" E	2.00'
L2	N 24°57'52" W RAD	16.90'
L3	N 26°54'55" E RAD	10.00'
L4	N 89°29'37" E	19.00'
L5	N 00°29'35" W	22.00'
L6	N 00°30'23" W	37.41'
L7	N 89°30'25" E	15.00'

SEE SHEET 8

LOT A
OPEN SPACE
2.50 AC.

LOT G
OPEN SPACE
3.01 AC.

POMELO AVENUE

TEXAS STREET

CONDUCTOR COURT

LOT F OPEN SPACE 0.08 AC.

LOT E OPEN SPACE 0.08 AC.

35 7,749 SF
34 8,817 SF
33 7,206 SF
32 8,544 SF
31 7,822 SF
30 7,200 SF
29 7,200 SF
28 7,320 SF
27 7,320 SF
26 7,200 SF
25 7,200 SF
24 7,200 SF
23 7,200 SF
22 7,212 SF
21
20
19
18
17
16

LOT A

SEE SHEET 6

BASIS OF BEARINGS – SEE SHEET 2

EASEMENT NOTES – SEE SHEET 2

NUMBERED LOTS: 35
LETTERED LOTS: 7
GROSS ACREAGE: 14.69
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TRACT NO. 20520

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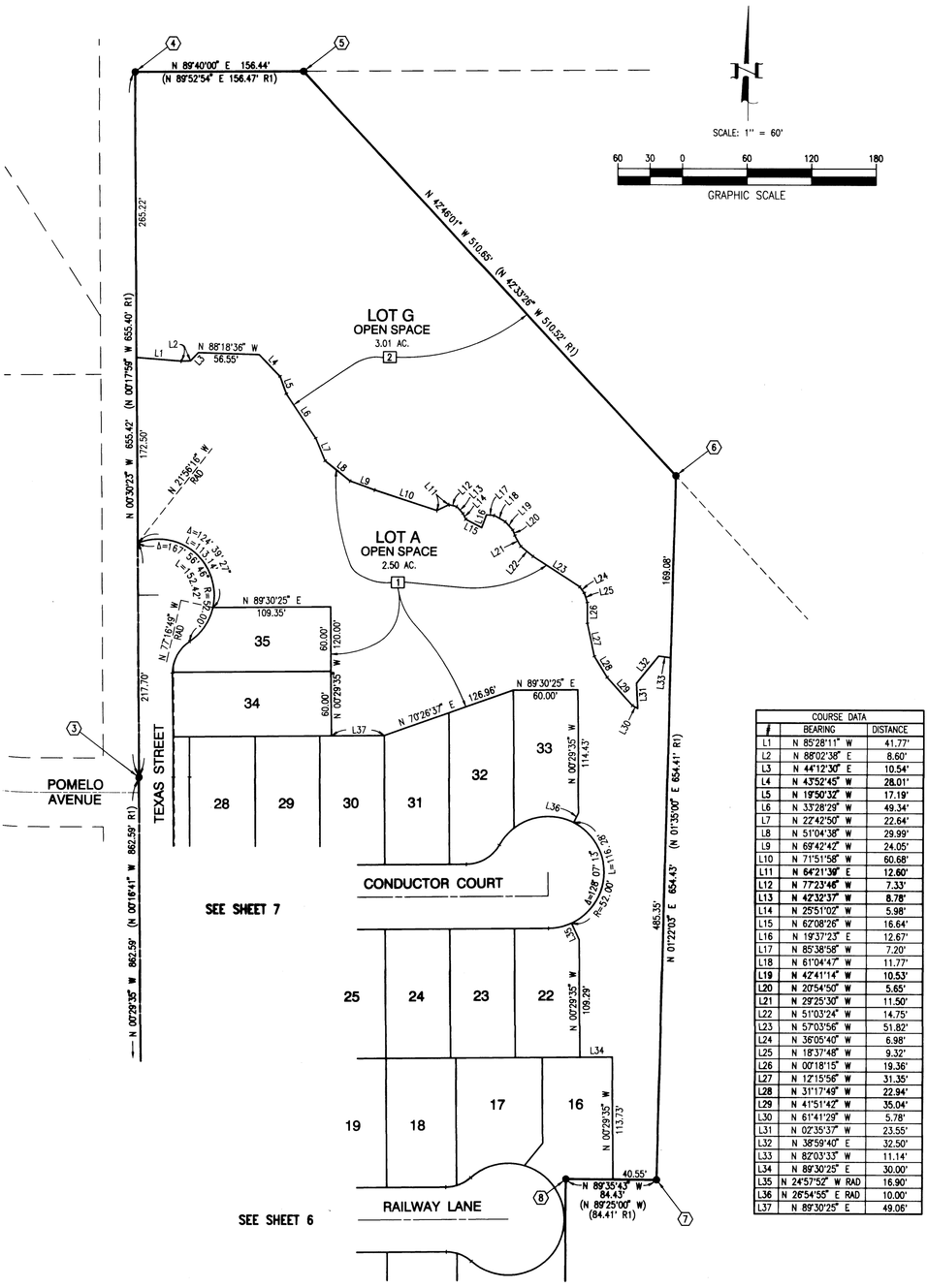

COURSE DATA		
#	BEARING	DISTANCE
L1	N 85°28'11" W	41.77'
L2	N 88°02'38" E	8.60'
L3	N 44°12'30" E	10.54'
L4	N 43°52'45" W	28.01'
L5	N 19°50'32" W	17.19'
L6	N 33°28'29" W	49.34'
L7	N 22°42'50" W	22.64'
L8	N 51°04'38" W	29.99'
L9	N 69°42'42" W	24.05'
L10	N 71°51'58" W	60.68'
L11	N 64°21'39" E	12.60'
L12	N 77°23'46" W	7.33'
L13	N 42°32'37" W	8.78'
L14	N 25°51'02" W	5.98'
L15	N 62°08'26" W	16.64'
L16	N 19°37'23" E	12.67'
L17	N 85°38'58" W	7.20'
L18	N 61°04'47" W	11.77'
L19	N 42°41'14" W	10.53'
L20	N 20°54'50" W	5.85'
L21	N 29°25'30" W	11.50'
L22	N 51°03'24" W	14.75'
L23	N 57°03'56" W	51.82'
L24	N 36°05'40" W	6.98'
L25	N 18°37'48" W	9.32'
L26	N 00°18'15" W	19.36'
L27	N 12°15'56" W	31.35'
L28	N 31°17'49" W	22.94'
L29	N 41°51'42" W	35.04'
L30	N 61°41'29" W	5.78'
L31	N 02°35'37" W	23.55'
L32	N 38°59'40" E	32.50'
L33	N 82°03'33" W	11.14'
L34	N 89°30'25" E	30.00'
L35	N 24°57'52" W RAD	16.90'
L36	N 26°54'55" E RAD	10.00'
L37	N 89°30'25" E	49.06'

BASIS OF BEARINGS - SEE SHEET 2

EASEMENT NOTES - SEE SHEET 2

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2025-0023871

02/05/2025 Titles: 1 Pages: 17
08:00 AM
SAN
I4311

Fees	$0.00
Taxes	$0.00
CA SB2 Fee	$0.00
Total	$0.00

RECORDING REQUESTED BY:
MUNICIPAL UTILITIES AND
ENGINEERING DEPARTMENT
CITY OF REDLANDS

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

(THIS SPACE FOR RECORDER'S USE ONLY)

CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made this 7th day of January, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and TRI POINTE HOMES IE-SD, INC., a California corporation, hereinafter referred to as "Subdivider." City and Subdivider are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Subdivider is the owner or authorized developer of property located in the City of Redlands known as Tract No. 20520 (the "Subdivision") for which Subdivider is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Subdivision; and

WHEREAS, City desires to ensure that the Improvements will be constructed in a good and workmanlike manner and in accordance with City laws; and

WHEREAS, Subdivider acknowledges that it is familiar with the provisions of the Redlands Municipal Code and the State Subdivision Map Act (Government Code section 66410 et seq.) and agrees to comply therewith; and

WHEREAS, a final map for the Subdivision has been prepared pursuant to the Redlands Municipal Code and the State Subdivision Map Act, and has been filed by Subdivider for consideration by City;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of City of the final map for the Subdivision, and the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Definition and Ownership of Improvements. The Improvements include but are not limited to the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Subdivision that are shown in the plans, profiles and specifications that have been prepared by Subdivider and approved by City, and which are described in Exhibit "A." All Improvements constructed or installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Construction of the Improvements shall be completed within twelve (12) months from the Effective Date of this Agreement. In the event Subdivider fails to complete construction of the Improvements within that time period, City may require Subdivider's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Subdivider, or Subdivider's surety, as hereafter provided.

3. Subdivider's Obligations to Construct Improvements. Subdivider shall:

A. Complete the Improvements, at Subdivider's expense, in conformance with approved Improvement plans; provided, however, that the Improvements shall not be deemed to be completed until accepted by City as provided in Section 18 hereof.

B. Furnish at Subdivider's expense the necessary materials, provisions and other supplies or equipment used for the Improvements, and a payment bond with respect to such work or labor as required by Civil Code Section 9550, for the completion of the Improvements in conformity with the Improvement plans.

C. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the cost of acquisition incurred by City. All rights-of-way, easements and other interests in real property shall be free and clear of liens and encumbrances. Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

D. Commence construction of the Improvements by the time established in Section 25 of this Agreement and complete the Improvements as required by Section 2, above, unless a time extension is granted in writing by City.

E. Install all Improvement monuments required by law prior to acceptance of the Improvements by City. Individual property monuments shall be installed within twelve (12) months of such acceptance.

F. Install street name signs conforming to City standards. Permanent street name signs shall be installed before acceptance of the Improvements by City.

4. Acquisition and Dedication of Property. If any of the Improvements contemplated

by this Agreement are to be constructed or installed on property not owned by City or Subdivider, no construction or installation shall be commenced before:

A. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the Improvements, or

B. The dedication to, and acceptance by, City of appropriate rights-of-way easements or other interests in real property, as determined by the Municipal Utilities and Engineering Director, or

C. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Subdivider shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to Subdivider.

5. Security. Subdivider shall at all times guarantee Subdivider's performance by furnishing to City and maintaining good and sufficient security as required by the Subdivision laws in accordance with Sections 66499 through 66499.10 of the Government Code, on forms approved by City for the purposes and in the amounts as follows:

A. To assure faithful performance of the Agreement in regard to the Improvements in an amount of one hundred (100%) of the estimated cost of the Improvements; and

B. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements, a bond in the amount of fifty (50%) of the estimated cost of the Improvements; and

C. To guarantee or warranty the Improvements for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of ten (10%) of the estimate cost of the Improvements; and

D. Good and sufficient security in the amount of one hundred (100%) of the estimated cost of setting subdivision monuments.

E. Additional security as required by the applicable provisions of the Redlands Municipal Code.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are hereby incorporated into this Agreement. If any security is replaced by another approved security, the replacement shall: (1) comply with all the requirements for security in this Agreement, (2) be provided to the City Engineer to be filed with the City Clerk, and upon filing (3) be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

A. Any changes, alterations or additions to the Improvement plans, not exceeding ten (10%) of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations or additions exceed ten (10%) of the original estimated cost of the Improvements, Subdivider shall provide Improvement security for faithful performance as required by Section 5 of this Agreement for one hundred (100%) of the total estimated cost of the Improvement as changed, altered or amended, less any completed partial releases allowed by Section 8 of this Agreement.

B. Subdivider shall construct the Improvements in accordance with City standards in effect on the Effective Date of this Agreement. City reserves the right to modify the standards applicable to the Subdivision and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of the extension.

7. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the Improvements, Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer, or the City's designated representative, determines that the work has been completed in accordance with this Agreement, then the designated representative shall certify the completion of the Improvements to the Municipal Utilities and Engineering Director/City Engineer. No Improvements shall be accepted unless all aspects of work have been inspected and completed in accordance with the Improvement plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such Improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until the inspection has been made and the work approved. Subdivider shall bear all costs of inspection and certification. No Improvements shall be deemed completed until written acceptance by City.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection b. hereof.

B. City may release a portion of the security given for faithful performance of the Improvement work as the work progresses upon application therefor by Subdivider; provided, however, that no such release shall be for an amount less than twenty five (25%) of the total Improvement security given for faithful performance of the Improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total Improvement security given for faithful performance until final completion and acceptance of the Improvements. In no event shall the City Engineer authorize a release of the Improvement security which would reduce the

security to an amount below one hundred twenty five percent (125%) of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

C. Security given to secure payment to any contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than one hundred twenty five percent (125%) of the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by City to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

D. No security given for the guarantee or warranty for work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 12, the warranty period shall not commence until final acceptance of all the work and Improvements by City.

E. City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

9. Injury to Improvements, Public Property or Public Utilities' Facilities.

A. Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public Improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

B. Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, the Improvements. Until all Improvements required by this Agreement are fully completed and accepted by City, Subdivider shall be responsible for the care and maintenance of, and any damage to, such Improvements. City shall not, nor shall any officer or employee thereof, be liable to or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Improvements required by this Agreement prior to the completion and acceptance of the Improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

10. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, and give all necessary notices and pay all fees and taxes required by law.

11. Default of Subdivider.

A. Default of Subdivider shall include, but not be limited to:

(1) Subdivider's failure to timely commence construction of the Improvements;
(2) Subdivider's failure to timely complete construction of the Improvements;
(3) Subdivider's failure to timely cure any defect in the Improvements;
(4) Subdivider's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
(5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within thirty (30) days;
(6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
(7) Subdivider's failure to perform any other obligation under this Agreement.

B. City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by Subdivider. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. The sums provided by the Improvements security may be used by City for the completion of the Improvements in accordance with the Improvement plans contained herein.

C. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Subdivider and Subdivider's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

D. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

E. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs.

F. The failure of City to take enforcement action with respect to a default, or to declare

a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

12. Warranty. Subdivider shall guarantee or warrant the Improvements undertaken pursuant to this Agreement for a period of one (1) year after acceptance of the Subdivision by City against any defective work or labor done or defective materials furnished. If within the warranty period any work or Improvement, or part of any work or Improvement done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Improvement plans or specifications referred to herein, Subdivider shall without delay and without cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work, and Subdivider shall pay to City the cost of such repairs.

13. Subdivider Not Agent or Employee of City. Neither Subdivider nor Subdivider's agents, contractors or subcontractors are or shall be considered to be agents or employees of City in connection with the performance of Subdivider's obligations under this Agreement.

14. Environmental Warranty. Prior to the acceptance of any property dedications or Improvements by City, Subdivider shall certify and warrant that neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

A. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

B. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

C. Subdivider's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for

which it is intended, transferability or suit under any environmental law.

15. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other subdividers for the apportionment of costs of the Improvements pursuant to the provisions of the City ordinances providing therefor, nor shall anything in this Agreement commit City to any such apportionment.

16. Subdivider's Obligation to Warn Public during Construction. Until final acceptance of the Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition extant in connection with said Improvements, and will take reasonable actions to protect the public from such dangerous conditions.

17. Vesting of Ownership. Upon formal final acceptance of the Improvements by City and recordation of the final map for the Subdivision, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

18. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the Municipal Utilities and Engineering Director after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

19. Compliance with Laws. Subdivider and its agents, employees, contractors and subcontractors shall comply with all applicable Federal, State and local rules, laws and regulations in constructing the Improvements including, but not limited to, all applicable Labor Code laws.

20. Insurance.

A. City, and its elected and appointed officials, officers, employees, and volunteers shall be covered as additional insureds on the Commercial General Liability ("CGL") policy with respect to liability arising out of work or operations performed by, or on behalf of, Subdivider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Subdivider. General liability coverage can be provided in the form of an endorsement to Subdivider's insurance (at least as broad as Insurance Services Office ("ISO") Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, Subdivider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, and its elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by City, and its elected and appointed officials, officers, employees, or volunteers shall be excess of Subdivider's insurance and shall not contribute with it.

Each insurance policy required by this section 20 shall provide that coverage shall not be canceled, except with prior twenty (20) days written notice to City.

B. Builder's Risk (Course of Construction) Insurance. Subdivider may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing.

C. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

D. Waiver of Subrogation. Subdivider hereby agrees to waive rights of subrogation which any insurer of Subdivider may acquire from Subdivider by virtue of the payment of any loss. Subdivider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Subdivider, its employees, agents, and subcontractors.

E. Verification of Coverage. Subdivider shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before Work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Subdivider's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

F. Subcontractors. Subdivider shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Subdivider shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

G. Subdivider's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Subdivider for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Subdivider shall provide City with Certificates of Insurance evidencing such insurance concurrent with Subdivider's execution and delivery of this Agreement to City, for City's approval.

H. Worker's Compensation and Employer's Liability. Subdivider shall have Worker's Compensation and Employer's Liability insurance in an amount which meets the statutory requirement with an insurance carrier acceptable to City Subdivider shall execute and provide City with Exhibit "B" titled "Workers' Compensation Insurance Certification," which is attached hereto

and incorporated herein by this reference.

I. Comprehensive General Liability Insurance. Subdivider shall secure comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to City. Minimum coverage 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 the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

J. Business Auto Liability Insurance. Subdivider shall secure business auto liability coverage, with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Subdivider owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

21. Indemnity/Hold Harmless.

A. City and any official or employee thereof shall not be liable for any injury to persons or property occasioned by reasons of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, and its officials and employees from any act or omission by Subdivider or its employees or agents, in connection with the work performed pursuant to this Agreement except for all claims, losses, damages, causes of action, injuries and/or liabilities to City and/or third parties caused by the negligence of City or City's agents. This indemnification and Agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision, and the public Improvements as provided herein.

B. After acceptance of the Improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.

C. Subdivider shall reimburse City for all attorney's fees, costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this section.

D. In the event City tenders defense and indemnification pursuant to the provision set forth in subsection (a) above, and Subdivider wrongfully delays acceptance of the tender of the

indemnification beyond the date specified in the tender of defense and indemnification demand, and based on City's costs necessitated by having to undertake its own defense and utilize the services of its own employees in the defense of any such claim, Subdivider shall be charged two hundred fifty ($250) dollars per day from the date tender should have been accepted until the date tender is finally accepted to reimburse City for all of its defense related expenses, including the value of all time required by City employees to defend City during the time that tender should have been but was not accepted.

22. Personal Nature of Subdivider's Obligations. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision or any other third party without the express written consent of City.

23. Sale or Disposition of Subdivision. Subdivider may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, Subdivider may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Subdivider of the obligations under Section 22 for the work or Improvements done by Subdivider.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

25. Time for Commencement of Work; Time Extensions. Subdivider shall commence substantial construction of the Improvements required by this Agreement not later than three (3) months after the Effective Date of this Agreement. In the event good cause exists as determined by the Municipal Utilities and Engineering Director, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the Municipal Utilities and Engineering Director. Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The Municipal Utilities and Engineering Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. Delay, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions which prevent the conducting of work, which Subdivider could not have reasonably foreseen, and furthermore were not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the Municipal Utilities and Engineering Director may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the Municipal Utilities and Engineering Director.

26. Certificate of Satisfaction. The City Manager may, upon the determination of the Development Services Director that Subdivider has fully satisfied the obligations secured by this Agreement, at the request of Subdivider, execute and record a Certificate of Satisfaction in the

official records of the County of San Bernardino evidencing Subdivider's compliance with, and satisfaction of, all obligations under this Agreement. Subdivider shall be responsible for the payment of all City costs associated with the preparation and recordation of such a certificate.

27. No Vesting of Rights. Performance by Subdivider of this agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

28. Notices. 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:

Notice to City: Municipal Utilities and Engineering Department Director
City of Redlands
PO Box 3005
Redlands, CA 92373

Notice to Subdivider: Brian Ortwein, Vice President
TRI POINTE HOMES IE-SD, INC
1250 Corona Pointe Court, Suite 600
Corona, CA 92879

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

29. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

30. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

31. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

32. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

33. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

34. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the county of San Bernardino, State of California.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the date herein above first written.

SUBDIVIDER
TRI POINTE HOMES IE-SD, INC.,
a California corporation

By: _____
Brian Ortwein, Vice President

CITY OF REDLANDS

By: _____
Charles M. Duggan, Jr., City Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

(Notary attachment and proof of authorization
for all signatures required and must be attached)

CALIFORNIA ACKNOWLEDGEMENT CIVIL CODE § 1189

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

State of California
County of San Bernardino

On Tuesday, February 4, 2025 before me, Jennifer Macias, Notary Public, personally appeared Charles M. Duggan, Jr., and Jeanne Donaldson, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

JENNIFER MACIAS
Notary Public - California
San Bernardino County
Commission # 2388813
My Comm. Expires Dec 31, 2025

(Seal)

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ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 01/13/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

EXHIBIT "A"

CITY OF REDLANDS
SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 20520

The following plans are in the office of the Municipal Utilities and Engineering Department (MUED);

Description	Drawing No.	No. of Sheets
Street Improvement Plans	2450-ST	05
Street Striping and Signage Plans	2450-TS	01
Street Light Plans	2450-SL	02
Storm Drain Plans	2450-SD	06
CFD Street Tree Plans	2450-TP	01
Water Improvement Plans	D-60759	02
Recycled Water Improvement Plans	NP-00112	03
Sewer Improvement Plans	F-1875	05

EXHIBIT "B"

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.

TRI POINTE HOMES IE-SD, INC.,
a California corporation

By: _____
Brian Ortwein, Vice President

Date: 1/13/25

Bond No. 30229517
Premium: $7,515 / Annually

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and TRI POINTE HOMES IE-SD, INC., a California corporation, (hereinafter designated as "Principal") have entered into an agreement dated January 7, 2025 ("Agreement), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements (the "Work") for Tract No. 20520; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to furnish a good and sufficient Faithful Performance bond with the City for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate Surety, are held and firmly bound unto the City in the penal sum of Two Million Thirty-One Thousand One Hundred Eighty-Two Dollars ($2,031,182) 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 Agreement, 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 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 Principal remains.

Whenever 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 Agreement in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Agreement 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 Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to 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 Principal.

Surety shall not utilize Principal in completing the Work nor shall Surety accept a bid from Principal for completion of the Work if the City, when declaring Principal in default, notifies Surety of the City's objection to 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.

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 Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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.

[Signatures on following page]

In witness whereof, this instrument has been duly executed by Principal and Surety above named, on January 13, 20 25.

(SEAL)

TRI POINTE HOMES IE-SD, INC., a California corporation

(Principal)

(Signature) Brian Ortwein, Vice President

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

The Continental Insurance Company

(Surety)

BY: Michelle Haase

(Signature)

Michelle Haase, Attorney-in-Fact

Address: 2 Park Plaza, Suite 400
Irvine, CA 92614

Telephone (949) 399-4971

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On January 14th, 2025 before me, Diana Karpowitz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Diana Karpowitz (Seal)

DIANA KARPOWITZ
Notary Public - California
Riverside County
Commission # 2445627
My Comm. Expires May 1, 2027

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On JAN 13 2025 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13th day of January, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229517
Premium is included in Performance Bond.

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands ("City"), State of California, and TRI POINTE HOMES IE-SD, INC., a California corporation , (hereinafter designated as "Principal") have entered into an agreement dated January 7, 2025 ("Agreement"), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements ("Work") for Tract No. 20520 ; 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 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, Principal and the undersigned, as 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 Civil Code the sum of One Million Fifteen Thousand Five Hundred Ninety-One Dollars ($1,015,591) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to the 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 inure 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 Principal and Surety above named, on January 13, 20 25.

(SEAL)
TRI POINTE HOMES IE-SD, INC.,
California corporation
(Principal)

(Signature) Brian Ortwein, Vice President

(SEAL)

The Continental Insurance Company
(Surety)
BY: Michelle Haase
(Signature)
Michelle Haase, Attorney-in-Fact
Address:
2 Park Plaza, Suite 400
Irvine, CA 92614

Telephone(949) 399-4971

(Seal and Notarial Acknowledgment of Surety)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On January 14th, 2025 before me, Diana Karpowitz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Diana Karpowitz (Seal)

DIANA KARPOWITZ
Notary Public - California
Riverside County
Commission # 2445627
My Comm. Expires May 1, 2027

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On JAN 13 2025 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13th day of January, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

RESOLUTION NO. 8516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING TENTATIVE TRACT MAP NO. 20520, CONDITIONAL USE PERMIT NO. 1167 (PLANNED RESIDENTIAL DEVELOPMENT), AND STREET VACATION NO. 193, TO CONSTRUCT A SINGLE-FAMILY RESIDENTIAL PROJECT WITH A TOTAL OF 35 SINGLE-FAMILY LOTS, ADOPTION OF THE ASSOCIATED SOCIO-ECONOMIC COST/BENEFIT STUDY, AND ADOPTION OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION. THE PROJECT SITE IS APPROXIMATELY 14.69 ACRES LOCATED ON THE EAST SIDE OF TEXAS STREET APPROXIMATELY 500 FEET NORTH OF DOMESTIC AVENUE.

WHEREAS, TTLC Redland Texas St, LLC ("Applicant") has filed applications for Tentative Tract Map No. 20520 and Conditional Use Permit No. 1167 and Street Vacation No. 193 for a residential subdivision and Planned Residential Development for 35 single-family lots and six (6) lettered lots, on approximately 14.69 acres located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District referred to herein as the "Project" or "Project Entitlements"; and

WHEREAS, the Notice of Intent for the Initial Study and declaring the City's intent to adopt a Mitigated Negative Declaration for the Project was published for general circulation in the Redlands Daily Facts on April 20, 2023; and

WHEREAS, the Notice of Intent for the Initial Study was filed and posted at the County Clerk of the Board on April 20, 2023; and

WHEREAS, an Initial Study and Mitigated Negative Declaration ("MND") was prepared for the project and circulated for public review for a period of thirty days beginning on April 21, 2023, and concluding on May 23, 2023; and

WHEREAS, notice of the Planning Commission's public hearing for the Project and the related Project Entitlements was published in a newspaper of general circulation; and

WHEREAS, the Project is subject to the California Environmental Quality Act (CEQA), the City has prepared an Initial Study and exercised its own independent judgment and analysis, there is no substantial evidence that the proposed project may have a significant effect on the environment, the custodian of records is the Planning Division of the Development Services Department, and a Mitigated Negative Declaration has been prepared in accordance with the State CEQA Guidelines; and

WHEREAS, on August 8, 2023, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant, and by members of the public; and

WHEREAS, on August 8, 2023, the Planning Commission recommended approval of the Project to the City Council; and

WHEREAS, the MND and related materials for the project that were reviewed by the Planning Commission in making its recommendation have been forwarded to the City Council; and

WHEREAS, notice of the City Council's public hearing for the Project was published in a newspaper of general circulation by the City Clerk; and

WHEREAS, the City Council held a duly noticed public hearing for the Project on October 3, 2023, at which interested persons had the opportunity to provide verbal and written testimony on the Project and proposed Mitigated Negative Declaration (MND).

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

SECTION 1. CEQA Compliance. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Initial Study and MND, related technical studies and analyses, public comments received, the Responses to Comments, and supporting documentation. The City Council determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project. The City Council finds that the MND was prepared in compliance with CEQA, and that the City complied with CEQA's procedural and substantive requirements.

SECTION 2. Independent Judgment of Lead Agency. The MND for the Project, prepared by the City's environmental consultant, reflects the City's independent judgment and analysis. The City has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in managing as appropriate the environmental consultant, and directing the consultant in the preparation of the MND. The City Council has independently reviewed and analyzed the MND and accompanying technical studies/reports, and finds that the MND reflects the independent judgment and analysis of the City.

SECTION 3. Adoption of Mitigated Negative Declaration. The City Council finds on the basis of the whole record that there is no substantial evidence that the Project will have a significant effect on the environment, including mitigation measures and any project design features, and hereby adopts the Mitigated Negative Declaration (MND) for the Project.

SECTION 4. Adoption of Mitigation Monitoring/Reporting Program. Pursuant to Public Resources Code section 21081.6, the City hereby adopts the Mitigation Monitoring/Reporting Program attached to the MND, and all mitigation measures are included as conditions of approval for the Project.

SECTION 5. Notice of Determination. The City Council directs staff to file and post a Notice of Determination in accordance with the State CEQA Guidelines.

SECTION 6. Custodian of Records. The custodian of documents and other material which constitute the record of proceedings upon which its decision is based is the Development Services Director or designee, and all records are located in the City's Development Services Department.

SECTION 7. SOCIO-ECONOMIC COST/BENEFIT STUDY. The Socio-Economic Cost/Benefit Study prepared by City staff found that the proposed project would not create any significant unmitigable physical blight or overburden public services in the community.

SECTION 8. FINDINGS FOR TENTATIVE TRACT MAP APPROVAL. The proposed Tentative Tract Map No. 20520 is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department, Planning Division and Land Use Engineering Division, attached hereto as Exhibits "A" and "B" respectively:

1. *The proposed map is consistent with the City's General Plan and Municipal Code.*

   The proposed map will be consistent with the Redlands General Plan and the Redlands Municipal Code. The proposed subdivision is designated in the General Plan land use map as Very Low Density Residential which permits up to 2.7 dwelling units per gross acre. The applicable zoning designation is Residential Estate (R-E) District, and the proposed density of 2.3 units per gross acre would be consistent with the General Plan land use designation. The application is consistent with the General Plan's policies 4-P.17 and 4-A.8 of the Livable Community chapter. In addition, RMC Chapter 18.144 for Planned Residential Developments allows a maximum density for property in the R-E, Residential Estate District up to 3 dwelling units per net acre.

   The Open Space provided, to be owned and maintained by the Homeowner's Association, complies with the open space requirements of RMC Chapter 18.144.200(A) by providing 20% of the total acreage of the PRD as recreational open space that can be easily accessed and enjoyed by residents of the PRD.

2. *The site is physically suitable for the type of development.*

   The project site is physically suitable for the type of development. The existing site has a relatively flat topography within the development area and is large enough to subdivide the site into 35 lots with a minimum lot size of 7,200 square feet in accordance with the density and design requirements of the Redlands General Plan and the Redlands Municipal Code. All on-site and off-site improvements proposed as part of the project's design will meet all City standards and provide a safe and efficient environment for the residents. In addition, other similar residential development (i.e., single-family subdivisions) have been previously approved in the immediate vicinity of the project site.

3. *The site is physically suitable for the density of the development.*

The site is physically suitable for the density of the development. The proposed subdivision is designated in the General Plan land use map as Very Low Density Residential, which allows a maximum density of up to 2.7 dwelling units per gross acre. The project site's topography within the developable portion is not significantly sloped, the design of the subdivision will generally follow the grade of the site and will not require excessive grading to yield the number of lots proposed. Both the General Plan and the applicable zoning of the property allow development with this density. In addition, the Planned Residential Development Ordinance allows a maximum density for property in the R-E, Estate Residential district to not exceed 3 dwelling units per net acre. As indicated in the analysis in this staff report, the project proposes a density of 3 dwelling units per net acre, and the project site is physically suitable for the density of development.

4. *The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife.*

The design of the subdivision and proposed improvements is not likely to cause substantial environmental damage or injure fish or wildlife or their habitat. The developable portions of the site do not contain any biological resources including fish or wildlife, and based on the Initial Study that has been prepared for the project, there are no environmental factors that cannot be mitigated to a level of less than significant.

5. *The design of the subdivision or type of improvements is not likely to cause serious public health problems.*

The design of the subdivision or the type of improvements are not likely to cause serious public health problems. The proposed project would accommodate a single-family residential subdivision, and is not likely to cause any serious public health problems as the project is designed with improvements that meets all City and State building and fire codes, no offensive emissions or odors will be associated with the development, and the ambient noise will not affect residential properties because all noise will be mitigated to a level of less than significant.

6. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.*

The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. The project will improve pedestrian access in the immediate vicinity by constructing a public sidewalk on Texas Street and on the interior streets. The project will also construct an extension of the Santa Ana River

Trail. In addition, the project is responsible for installing or repairing associated street improvements such as curb, gutter, and sidewalk, adjacent to the project, consistent with City requirements.

7. *That pursuant to California Government Code Section 66474.4, of the Subdivision Map Act the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.*

The subject property is not under a Williamson Act Contract pursuant to the California Land Conservation Act of 1965 and will not be detrimental or otherwise affect lands in agricultural use. This finding can be made.

SECTION 9. FINDINGS FOR CONDITIONAL USE PERMIT APPROVAL The proposed Conditional Use Permit No. 1167 for a Planned Residential Development is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department, Planning Division and Land Use Engineering Division, attached hereto as Exhibits "A" and "B" respectively:

1. *That the proposed development will not adversely affect the applicable land use plans of the city.*

The proposed subdivision will not adversely affect the land use plans of the City, as the property has been designated Very Low Density Residential, which allows up to 2.7 units per acre and the proposed subdivision is proposed with a maximum density of 2.3 units per gross acre. The proposed development meets all applicable development standards of the R-E, Estate Residential District and RMC Chapter 18.144 for Planned Residential Developments. The proposed project provides all two-story homes which are similar in scale to those of the surrounding neighborhoods and the project will not adversely affect the land use plans of the City.

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

The proposed use will provide new single-family housing and a 2.5 acre park for the residents. An Initial Study/ Mitigated Negative Declaration (IS/MND) was prepared to fully analyzed potential environmental impacts as a result of the proposed project, all potential impacts are either considered less than significant or can be mitigated to a level that will be less than significant, The MND contains a total of fourteen mitigation measures that have been recommended to reduce potential impacts associated with Biological Resources, Cultural Resources, Geology & Soils, Hydrology, Noise, and Tribal Cultural Resources. With the implementation of these measures, impacts are reduced to a level that is less than significant and a Mitigated Negative Declaration is recommended.

3. *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 complies, with the City's General Plan. The proposal is consistent with the densities prescribed in the General Plan and Redlands Municipal Code pertaining to Planned Residential Developments, as explained in the staff report.

In addition, the project will meet all applicable development standards in the R-E, Suburban Residential District, RMC Chapter 18.144 for Planned Residential Developments, and other applicable provisions of the Redlands Municipal Code. The Open Space provided, to be owned and maintained by the Homeowner's Association, complies with the open space requirements of RMC Chapter 18.144.200(A) by providing 20% of the total acreage of the PRD as recreational open space that can be easily accessed and enjoyed by residents of the PRD.

4. *That the proposed development is appropriate at the proposed location.*

The proposed subdivision is appropriate at the proposed location because the development provides a single-family residential development consistent with existing residential uses within the vicinity and the sites existing General Plan designation of Very Low Density Residential. The project site is located adjacent to existing developed residential areas and incorporates improvements which will be similar to the surrounding residential neighborhoods. Utilities and services in the area are adequate to serve the proposed development and adjacent roadways have capacity to provide adequate vehicular access to the project's private street.

SECTION 10. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 3rd day of October, 2023.

Eddie Tejeda, 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 3rd day of October, 2023.

AYES: Councilmembers Barich, Guzman-Lowery, Saucedo; Mayor Tejeda
NOES: None
ABSENT: Councilmember Davis
ABSTAINED: None

Jeanne Donaldson, City Clerk

EXHIBIT A
DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL
TENTATIVE TRACT MAP NO. 20520
CONDITIONAL USE PERMIT NO. 1167
STREET VACATION NO. 193

1. This permit/approval is for Tentative Tract Map No. 20520 for a residential subdivision with thirty-five (35) single-family lots and six (6) lettered lots, and Conditional Use Permit No. 1167 for a Planned Residential Development with 35 single-family homes and related open space and site improvements. The project site is approximately 14.69 acres in size is located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District.

2. This permit/approval shall expire two (2) years from the date of project approval (will expire on August 8, 2025), unless construction has commenced pursuant to a building or engineering permit(s), or a time extension is granted in accordance with the Redlands Municipal Code pursuant to RMC Sections 17.07.110 and 17.07.120 (Subdivision Regulations) and RMC Section 18.192.090 (Conditional Use Permits).

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

4. All plans submitted to the City shall reflect the City Council approval and any other changes required by the City Council, Planning 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.

5. No final inspection or Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

6. The applicant shall record the subdivision by a final tract map. With the exception of model homes approved subject to a model home agreement, no building permits shall be issued until a final tract map has been recorded.

7. The final map shall substantially conform to the tentative map as approved by the City Council.

8. All off-site and on-site utilities shall be placed underground. Prior to approval of the final map the applicant shall submit plans to be approved by the Municipal Utilities and Engineering Director and the Development Services Director, that detail undergrounding of all utilities for the project.

9. Any conditions of approval determined by the City to not be completed prior to Final Map approval shall be included within the Subdivision Improvement Agreement entered into by the developer with the City.

10. Each unit shall have two (2) covered parking spaces as required by the Redlands Municipal Code.

11. Any landscaping and amenities on the common lots shall be maintained by a Homeowners Association.

12. Front yard landscaping for each lot shall be planted and installed prior to occupancy of the unit.

13. The applicant shall be required to submit a lighting plan to the Development Services Director for review and approval prior to the issuance of any building permits. The plan must include details such as beam spreads and/or photometric calculations that do not exceed the value one-half foot candle of illumination at the property line, location and type of fixtures, exterior colors, details on the foundation, and arrangement of exterior lighting.

14. The applicant for this permit, 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 satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), 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.

15. 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.

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

17. Open space areas shall be fully landscaped including the installation of park amenities including the tot lot, play areas and the Santa Ana River Trail prior to occupancy of the ~~20th~~ 27th dwelling unit. * *Amended by the Planning Commission on August 8, 2023.*

18. Any slopes greater in height than three feet (3') shall be provided with irrigation systems and planted with groundcover, shrubs, and trees as approved by the Development Services Department and Municipal Utilities and Engineering Department, to prevent erosion.

19. Prior to the issuance of a building permit for walls over three feet in height, or open fences over four feet in height within the front yard setback, the developer shall obtain a Minor Exception Permit.

20. Prior to the issuance of a building permit for walls over six feet in height, the developer shall obtain a Minor Exception Permit.

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

22. Street Vacation No. 193 shall be recorded prior to any action on the Final Map.

23. The applicant shall construct the Santa Ana River Trail through Lot "A" along the Santa Ana River Bluff within the development. Trail alignment shall be coordinated with and incorporated into the Santa Ana River Trail Project with the San Bernardino County Parks Department. A public access and maintenance easement shall be dedicated to San Bernardino County prior to recordation of the Final Map.

24. The Development Services Director is authorized to approve minor modifications to the approval project plans or any of the conditions of approval if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.

25. Landscape and Irrigation Plans shall be approved prior to the issuance of building permits. Landscape and Irrigation shall be submitted for plan check to the Development Services Department, Building & Safety Division, for distribution to other departments and for review and approval by the Development Services Director. Plans shall be in compliance with the Water Efficient Landscape Ordinance No. 2724 (Also known as Chapter 15.54 of the RMC).

26. All construction activities shall be limited to the hours between 7:00 a.m. to 6:00 p.m., and no construction activities permitted on Sundays and Federal Holidays.

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

28. The applicant shall establish a Home Owners Association (HOA) for the care and maintenance of groves and all other property improvements held in common ownership of the subdivision. The HOA shall be formed for the property, and Conditions, Covenants and Restrictions (CC&R's) shall be prepared, submitted for review and approval by the City Attorney, **prior to approval of the final map**. The HOA and the CC&R's shall cover the care and maintenance of all property and improvements held in common ownership of the subdivision and shall also cover the care and maintenance of parkways, groves, basins, and all lettered lots within the development.

29. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project. The CC&Rs shall contain the following:

    a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

    b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

    c. The project shall provide CC&Rs detailing the prohibition of recreational vehicle parking within side yards. Based on the requirements of Section 18.144.160(B) of the Redlands Municipal Code.

    d. CC&Rs shall detail the ownership and maintenance requirements for Lots A, through G, stating that the required open space areas for the project shall be owned and maintained by the Home Owners Association for the project in perpetuity.

30. All walls facing public areas or existing development to be built using decorative (split-face or slump stone) block.

31. Mitigation Measure BIO-1:

To ensure no impacts to San Bernardino kangaroo rat (SBKR) occur from Project implementation, the following measures shall be implemented prior to ground-disturbing activities:

1. A protocol focused trapping study for SBKR shall be conducted prior to ground-disturbing activities to determine the presence/absence of SBKR within the Project area and adjacent slope, consistent with the United States Fish and Wildlife Service's (USFWS) approved Survey Protocol for Determining Presence of San Bernardino Kangaroo Rats and the California Department of Fish and Wildlife's (CDFW) Memorandum of Understanding.

   a. If no SBKRs are trapped on-site during the trapping study, the following avoidance and minimization measures shall be conducted prior to ground-disturbing activities.

      i. The limits of the Project disturbance shall be clearly marked with flagging or similar means. All mechanized equipment shall remain within the designated limits of disturbance. Construction personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the designated work area.

      ii. All contractors and personnel involved in the construction shall receive environmental awareness training. The training shall be developed in consultation with a biological monitor and consist of an on-site or training center presentation with supporting materials (i.e., photographs, pamphlets, slides). The training shall provide information about federally/State-listed species, special-status species, and sensitive habitats occurring within the vicinity of the proposed limits of disturbance (i.e., SBKR, and Riversidian Alluvial Fan Sage Scrub [RAFSS]).

      iii. Immediately following the negative trapping results, a SBKR exclusion fence shall be installed around the proposed limits of disturbance. The exclusion fence shall be constructed to the following specification.

      iv. An approximately 4-foot-tall fence with 2 feet above ground and 2 feet below ground shall be installed around the entire disturbance area. The erect portion of the fencing shall be covered in a material that cannot be climbed or chewed through by SBKR.

      v. A qualified biological monitor, with SBKR experience, shall be present during initial clearing and grubbing activities and on a regular basis to ensure the exclusion fence is effective. The biological monitor shall have the authority to halt any and all construction activities.

vi. The biological monitor shall supervise the installation of the SBKR exclusion fence around the proposed limits of disturbance. The biological monitor shall ensure that no burrows are impacted by fence installation, by avoiding burrows within 5 meters, if any. The wildlife agencies will be consulted if there are burrows within 5 meters of the fence to avoid take.

vii. The biological monitor shall inspect the exclusion fence before leaving the job site in the evening and repair any opening in the fencing as necessary to exclude SBKR.

viii. The biological monitor shall supervise the removal of the SBKR exclusion fence to ensure no SBKR burrows, if any, are impacted by fence removal.

ix. Construction activities shall be limited to daylight hours to the extent feasible. If nighttime work is necessary, lighting shall be shielded away from the Santa Ana River floodplain north of the proposed limits of disturbance. Fixtures shall be shielded to downcast below the horizontal plane of the fixture height and mounted as low as possible.

x. All permanent lighting fixtures within the completed development shall be shielded and directed away from the RAFSS habitat on the Santa Ana River floodplain north of the proposed limits of disturbance.

b. If SBKR are trapped within the proposed limits of disturbance, Incidental Take Permits (ITPs) with the USFWS (Section 10 or Habitat Conservation Plan) and CDFW (Section 2081) shall be prepared and processed to allow for "take" authorization for SBKR and to mitigate for impacts to the species and loss of habitat. If SBKR are determined to be present, project construction shall not occur until "take" authorization and mitigation approval is received from the wildlife agencies.

32. Mitigation Measure BIO-2:

Pre-construction surveys for burrowing owls on the Project site and in the surrounding area shall be conducted by a qualified biologist no more than 14 days prior to initiation of Project activities in accordance with guidelines identified by the CDFW 2012 Staff Report on Burrowing Owl Mitigation (State of California Natural Resources Agency, Department of Fish and Game, March 2012). If Project activities are delayed for more than 30 days (including the restarting of activities after Project/ground disturbing delays of 30 days or more), additional surveys shall be completed, including but not limited to a take avoidance survey within 24 hours of ground disturbance.

If burrowing owl(s) are not observed on site during any pre-construction surveys, a letter shall be prepared by the qualified biologist documenting the results of the survey.

If burrowing owls are observed on the Project site during the preconstruction survey, a burrowing owl relocation plan shall be prepared by the Applicant and approved by the CDFW.

33. Mitigation Measure BIO-3:

Nesting birds are protected pursuant to the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (Sections 3503, 3503.3, 3511, and 3513 of the California Fish and Game Code prohibit the take, possession, or destruction of birds, their nests or eggs). In order to protect migratory bird species, a nesting bird clearance survey shall be conducted prior to any ground disturbance or vegetation removal activities that may disrupt the birds during the nesting season. Consequently, if avian nesting behaviors are disrupted, such as nest abandonment and/or loss of reproductive effort, it is considered "take" and is potentially punishable by fines and/or imprisonment.

If construction occurs between February 1 and August 31, a preconstruction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground-disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey shall document a negative survey with a brief letter report indicating that no impacts to active avian nests would occur. If an active avian nest is discovered during the pre-construction clearance survey, the biologist shall establish protective buffers surrounding the nest site in which no disturbance activities shall occur until the nesting activity is completed and the nesting has either failed or the young have fledged. The size of the no-disturbance buffer shall be determined by the wildlife biologist and shall depend on the level of noise and/or surrounding anthropogenic disturbances, line of sight between the nest and the construction activity, type and duration of construction activity, ambient noise, species habituation, and topographical barriers. These factors shall be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel shall be instructed on the sensitivity of nest areas. A biological monitor shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. As noted above, once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.

34. Mitigation Measure CUL-1:

Prior to the issuance of a grading permit, the Applicant shall provide the Director of the City of Redlands Department of Development Services, or designee, with evidence that it has retained the services of a qualified archaeologist that meets the Secretary of the Interior standards on an on call basis. In the event that cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 100-foot buffer) shall cease and the Project archaeologist shall assess the find and determine appropriate

treatment. Work on the other portions of the Project outside of the buffered area may continue during this assessment period.

35. Mitigation Measure CUL-2:

    If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the qualified archaeologist shall develop a Monitoring and Treatment Plan for the remainder of the Project site. The Monitoring and Treatment Plan shall be developed in coordination with the Applicant and the City. The Applicant shall secure a monitoring agreement with the archaeologist prior to the recommencement of work, and the archaeologist shall monitor during the remainder of the ground disturbance activities on the Project site and implement the Plan accordingly.

36. Mitigation Measure TCR-1:

    The Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact cultural resources discovered during Project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. YSMN shall have the option of placing a tribal monitor on-site during ground-disturbing activities within previously undisturbed soil for the remainder of the Project.

37. Mitigation Measure TCR-2:

    Any and all archaeological documents created as a part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or Applicant shall, in good faith, consult with YSMN throughout the life of the Project.

38. Mitigation Measure GEO-1:

    Prior to commencement of any grading activity on the Project site, the Applicant shall retain a qualified paleontologist, subject to the review and approval of the Director of the City of Redlands Department of Development Services, Planning Division, or designee. The qualified paleontologist shall attend the pre-construction meeting and be on site during all rough grading and other significant ground-disturbing activities. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontology monitor shall temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery shall be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor shall remove the rope and allow grading to recommence in the area of the find. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed Project. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP).

Building and Safety Division Conditions of Approval

39. When the Entitlement Review is approved submit complete construction drawings including structural calculations, energy calculations and a soils report to Building and Safety for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

40. An accessible path of travel to play area / play structures is required in accordance with the State of California and ADA regulations.

Facilities and Community Services Department

41. The City maintains a list of acceptable street trees by species, by street name, and by tree district, pursuant to RMC 12.52.050. Street trees for public streets adjacent to the project must be selected from this approved list. Private street trees shall match the approved preliminary landscape plans or as approved by the Director of Development Services.

Other City Departments/Divisions:

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

    a. Land Use Engineering Division (Exhibit B)

Brian Desatnik
Development Services Director

EXHIBIT B
LAND USE ENGINEERING DIVISION
CONDITIONS OF APPROVAL

[Attached]

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT MAP NO. 20520 AND CONDITIONAL USE PERMIT NO. 1167

Date of P.C. Meeting:	**August 8, 2023**
Applicant:	**Michael Torres, The True-Life Companies**
Location:	**500 Feet North of Domestic Avenue on the East Side of Texas Street (APN: 0167-041-01)**
Project Description:	**Subdivision and Construction of 35-Unit Planned Residential Development**

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 General 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. Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

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. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP 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. Six (6) copies of each are required. After final review, grading and SWPPP 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.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 17.07.030)
   b. Geotechnical Report; (RMC 17.07.040)
   c. Easement Documents. (RMC 17.09.050)

5. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

6. Cash cleanup deposit shall be submitted ($3,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

7. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

8. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107. (RMC 13.54)

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

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

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

2. Plans required to be submitted shall include (RMC 17.17.060):
   a. Tract Map;
   b. Street Improvement;
   c. Storm Drain;
   d. Pavement Striping and Signage Plans (including reflectorized pavement markers);
   e. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
   f. Street Light Installation – Provide street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary detail by Southern California Edison Company;
   g. Potable Water Main Installation;
   h. Recycled Water Main Installation;
   i. Sewer Main Installation; and
   j. Approved Onsite Potable and Irrigation Water Line Installation.

   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.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include (RMC 17.09.060):
   a. Title Reports and backup documents for the property;
   b. All record maps and deeds referenced on the Tract/Parcel Map;
   c. Easement Documents;
   d. Boundary and Lot Closure Calculations; and
   e. Record plans, maps and documents.

5. Pay the required development impact fees per ordinance in effect at time of approval of Final Tract Map. The exact amount will be determined based upon the review of the final building plans and project information. Development Impact Fees shall include;
    - Water Source Acquisition Charge (RMC 13.40);
    - Water Frontage Charges; (RMC 13.44 and 13.12) and
    - Remaining Development Impact Fees will be due at time of building permit issuance or water meter installation (RMC 13.48.030 and Redlands Ordinance No. 2830).

6. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. 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 (RMC 17.17.060).

7. 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 design Engineer assume no liability as to the exact location of said lines where locations are not shown.

8. Submission of approved onsite potable and irrigations plans is required prior to connection to recycled water system. All onsite improvements shall be done in accordance with the Water Resources Control Board, Division of Drinking Water requirements for recycled water. City shall submit plans to Division of Drinking Water for approval prior to final approval and installation of irrigation meters.

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

10. Requirements for Texas Street (RMC 17.15 and 17.17):

    a. Vacate to provide for 32 foot half street right-of-way width;
    b. Construct standard curb and gutter 20 feet east side of street centerline;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
    e. Install LED ornamental streetlight(s) (GE 29W Type IV Gray Cobrahead) or approved equal, with the equivalent illumination of a 100 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

f. Provide street trees avoiding sewer and water laterals as accepted by the Facilities and Community Services Department. Prepare and submit a separate street tree plan for City approval;
g. Construct standard offset cul-de-sac at street terminus as accepted by the City Engineer;
h. Construct pavement transition based on design speed of the street from the southerly project boundary to the south as accepted by the City Engineer;
i. Construct underwalk drain, if necessary;
j. Use traffic index of 6.0;
k. Install a minimum 8 inch diameter recycled water main including necessary valves and appurtenances if nonpotable water will be needed for irrigation of any nonfunctional turf areas;
l. Install residential fire hydrants as required by the Redlands Fire Department; and
m. Install a minimum 8 inch diameter sewer main with manholes and appurtenances.

11. Requirements for Interior Streets (RMC 17.15 and 17.17):

a. Dedicate to provide for a 60 foot street right-of-way width including a corner cutoff at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp;
b. Construct standard curb and gutter 18 feet both sides of street centerline;
c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
e. Install LED ornamental streetlight(s) (GE 29W Type IV Gray Cobrahead) or approved equal, with the equivalent illumination of a 100 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
f. Provide street trees avoiding sewer and water laterals as accepted by the Facilities and Community Services Department. Prepare and submit a separate street tree plan for City approval;
g. Construct standard cul-de-sac at street terminus;
h. Construct underwalk drain, if necessary;
i. Use traffic index of 5.0;
j. Install a minimum 8 inch diameter potable water main including necessary valves and appurtenances;
k. Install residential fire hydrants as required by the Redlands Fire Department; and
l. Install a minimum 8 inch diameter sewer main with manholes and appurtenances.

12. Requirements for Street "N" of Tentative Tract Map No. 20336 (RMC 17.15 and 17.17):

    a. Install a minimum 8-inch diameter sewer main with manholes and appurtenances approximately 500 feet from Texas Street to the easterly boundary of Tentative Tract Map No. 20336. Applicant is hereby notified that connection of the sewer from Tract No. 20520 to the sewer main in Street "N", as proposed by the applicant, can only occur if the sewer main in Street "N" has already been constructed by the developer of Tract No. 20336 or alternative arrangements have been made for construction of the sewer main in Avenue "N" westerly of the proposed point of connection. By acceptance of this condition, applicant waives any rights it may have pursuant to Government Code section 66462.5 and agrees that the City shall have no obligation pursuant to such section to take any action with respect to the final map, unless and until the City determines in its sole and absolute, but reasonable, discretion that the applicant has such sufficient title or interest. Through the acceptance of this condition, the City's relies upon the applicant's proposed sewer design.

13. Provide adequate drainage facilities, including but not limited to, installation of an adequately sized reinforced concrete storm drain (18" minimum diameter) along Texas Street as required by the City Engineer. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual to adequately size the storm drain facility (RMC 17.17).

14. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property owners. The CC&Rs shall contain the following:

    a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

15. The CC&Rs shall be subject to a joint review by the all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

16. The CC&Rs shall be submitted to the City at least thirty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

17. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20520 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of street trees in the public rights-of-way. (California Community Facilities Act)

18. All irrigation lines that exist within any street right-of-way shall be replaced with ductile iron, cement mortar lined and coated steel, or as approved by City Engineer. (RMC 17.17.020)

19. 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 overhead utility lines that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a streetlight will be required to install a standard streetlight, 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 17.17.020)

20. Construct standard Community Trail through Lettered Lot "A" within the development as shown on Tentative Tract Map No. 20250 and as accepted by the City Engineer. Dedicate a public access easement for all trails within the development located outside of street right-of-way as accepted by the City Engineer. (RMC 17.17.020)

21. Construct an ADA compliant 12 foot wide walking bridge connecting Lot "A" to Israel Beal Park as accepted by the City Engineer and Building Official.

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

23. Dedication documents shall be prepared by a licensed land surveyor or registered civil engineer (registered prior to January 1982) in the State of California and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

24. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 17.17.080):

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

25. Survey and Monumentation cash bond must be posted.

26. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

27. Execute Subdivision Improvement Agreement (RMC 17.17.070).

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. Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

2. Provide pad certification and compaction report to the Building and Safety Department.

3. Pay the required development impact fees per ordinance in effect on 12/6/2021 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. Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

Development Impact Fees shall include:

- Transportation Facilities; (RMC 3.54)
- Fire Facilities; (RMC 3.60)
- General Government Facilities; (RMC 3.60)
- Library Facilities; (RMC 3.60)
- Open Space/Park; (RMC 3.32)
- Police Facilities; (RMC 3.60)
- Storm Drain Facilities; (RMC 3.56)
- Water Capital Improvement Charge; (RMC 3.48)
- Recycled Water Capital Improvement Charge; (RMC 3.53)
- Water Source Acquisition Charge*; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44)
- Solid Waste Capital Improvement Charge; (RMC 3.70) and
- Water/Sewer/Recycled Water Frontage Charges*.(RMC 13.44 and

* These charges are required for building permit issuance if Final Tract Map was not required for the project or charges were not paid with the Final Tract Map approval.

4. 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)

5. Tract map shall be recorded and proof of recordation provided.

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

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

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050)

4. Pay the Water Frontage Charges; (RMC 13.12) and

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

Note: Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

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

1. Cash cleanup deposit shall be submitted ($3,000.00). 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. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. 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)

4. 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)

5. 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)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. 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.

8. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

9. Execute Subdivision Improvement Agreement. (RMC 17.17.070).

10. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

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 Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. One mylar copy of recorded tract map shall be furnished to the Municipal Utilities and Engineering Department.

6. 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.)

7. 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.

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

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

10. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

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. A recorded mylar copy of the Tract map shall be submitted, if not included in Item E.

3. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

4. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30-45 days for processing.

Donald Young

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

Initial

FILE: TM 20520

City Council Meeting **H. 10.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $900.00 related to the Redlands Chamber of Commerce Fashion Community Event on September 6, 2025; approve temporary street closures related to the event; approve the inclusion of commercial vendors 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 Department 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 the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize the expenditure of city resources, in-kind support, inclusion of commercial vendors, and temporary street closure related to this event; and

3. I move to authorize the temporary closure on 9th Street between Citrus and State Street from 2:00 p.m. to 9:00 p.m. during the event to be held on September 6, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the Redlands Fashion Community event, scheduled for September 6, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental

Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $900.00, including costs for personnel, equipment, and related services.

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 non-profit organization, Redlands Chamber of Commerce, has hosted other events in Redlands and is requesting to hold the Redlands Fashion Community event on Saturday, September 6th, on 9th Street between Citrus and State Street from 2:00 p.m. to 9:00 p.m. Redlands Chamber of Commerce is a 501(c) organization that would like to use this opportunity to highlight Redlands' vibrant creativity, support local small businesses, and have local youth create designs for a fashion runway showdown.

The City Council has approved commercial activity within a city street for non-profit events in the past. Therefore, the Council's approval is needed for this request. Should the City Council elect to approve the event, the following conditions of approval will apply. The event organizer is requesting the closure of 9th Street between Citrus Avenue and State Street from 2:00 p.m. to 9:00 p.m. on September 6, 2025 to hold their event in a safe and secured environment. All commercial vendors shall have a current City of Redlands business license to participate in the event, and the event shall comply with all County of San Bernardino regulations.

The City has not previously approved any in-kind support assistance for this event as it is the first year that it will be hosted. According to the application, the Redlands Chamber of Commerce is looking to gather hundreds of residents in the middle of downtown Redlands. The event is anticipated to attract approximately 400 residents and will have multiple vendors and local supporters. The event not only boosts the local economy by attracting visitors but also supports small businesses and increases civic engagement. Furthermore, it strengthens local organizations by fostering community support and collaboration.

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 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:
Yvette M. Abich Garcia, City Attorney
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:	$900.00
Budgeted Y/N:	N

Discussion:
Please see the "Fiscal Impact" attachment for reference.

Attachments

Special Event Packet
In-Kind Support Request
Event Map
Event Flyer
Verification of Non-Profit
Street Closure Permit
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

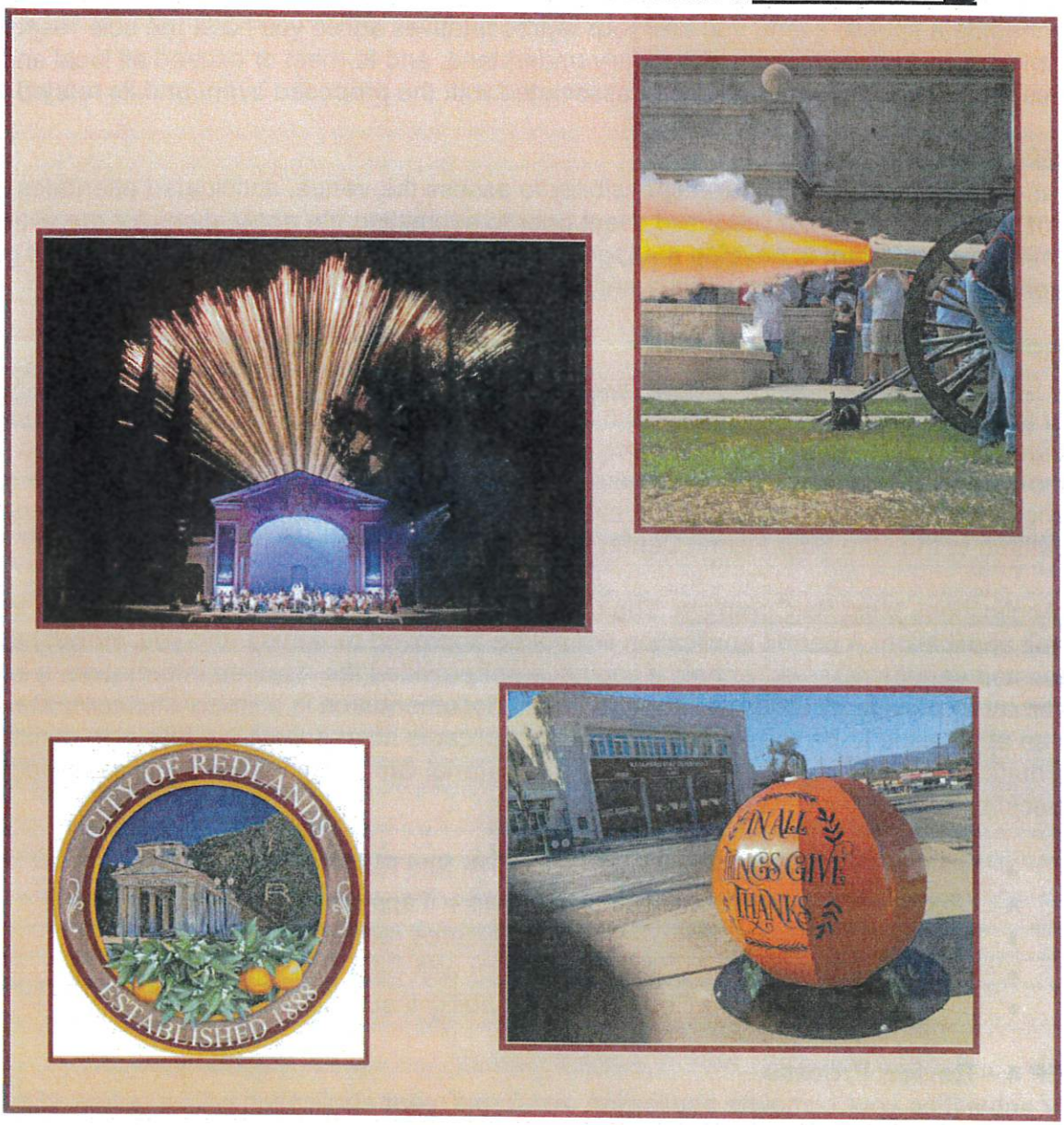
SPECIAL EVENTS PERMIT APPLICATION

EVENT: Redlands Fashion Community Event

ORGANIZER: Redlands Chamber of Commerce

Date of Event: 09 / 06 / 2025

Date Submitted: 5 / 16 / 2025



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

APPLICATION PROCESS

STEP 1 – Review Application Packet
The Special Events Application Packet has been designed to assist event organizers and will help with the development of event plans that comply with local codes, laws, policies and regulations governing activities associated with the production and management of special events. By applying to schedule a special event, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local and state codes, laws, policies, and regulations associated with the proposed event and its related activities.

STEP 2 – Assess Venue
As an event organizer it is your responsibility to assess the venue, anticipated attendees, and event components of your proposed event prior to submitting the applications for the various permits. It is important to develop management strategies that ensure the safety of your guests, citizens, and the surrounding environment affected by your event.

STEP 3 – Submit Application
The City of Redlands requires permit applications to be submitted no later than ninety (90) days prior to the actual date of your event and allows applications to be submitted as early as six (6) months before the event date. At the sole discretion of the City of Redlands, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to your permit application must be submitted to the One Stop Permit Center no later than 14 days prior to your event.

All Applications Must Be Complete. The City of Redlands is not required to act upon an incomplete permit application. A permit application will not be approved or denied and you will not have requested venues reserved or held if you have not provided the required information. It is therefore important to provide all required information and documentation in a timely and complete manner. For an application to be considered complete, applicants must submit the following minimum information required in sufficient detail that the material can be understood and assessed: (there is a checklist form on page 13 to aid in the process).

- Special Events Permit Application with Site Plan
- Street Closure Permit with Route Map – if applicable
- Barricade Rental Form – if Street Closures requested
- Request to Serve Alcohol Permit form with Site Plan – if applicable
- Submit all required Certificates of Liability Insurance

STEP 4 – Review Process
After submitting your complete application and forms, your application will be reviewed by those departments involved with your requests in which fees and deposits will be determined. Departments may place conditions on your event, for example, solid waste requirements or specific parking plans.

STEP 5 – Submit Fees and Finalize Details
Once a Special Event Packet has been reviewed and approved; fees are due. A Coordination Meeting will be scheduled approximately two weeks prior to the event consisting of the Event Organizer(s) and representatives from supporting departments to settle/confirm final details.

SUMMARY OF EVENT

Event Title Redlands Fashion Community Event

Description An opportunity to showcase Redlands' vibrant creativity, support small business, and have local youth create designs for a fashion runway showdown.

Date/Time

Setup	Date 9/6/2025	Time 2PM	Location(s) 9th St.
Event Starts	Date 9/6/2025	Time 5PM	Location(s) 9th St.
Event Ends	Date 9/6/2025	Time 8PM	Location(s) 9th St.
Dismantle	Date 9/6/2025	Time 8PM	Location(s) 9th St.

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 300 Per Day 300

Anticipated Participants: Total 100 Per Day 100

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:		Secondary Contact	
Name:	Evan Sanford			Samantha Bakken
Address:	47 N. First St.			422 E. State St.
City, State, Zip	Redlands, CA 92373			Redlands, CA 92373
Phone:	909-793-2546			909-792-3994
Email:	evan@redlandschamber.org			redlandssewingcompany@gmail.com

Name of Organization: Redlands Chamber of Commerce Is it Non-Profit? Yes

Tax I.D. #:

Yes	No	
○	⊗	Is this an annual event? How many years have you been holding this event?
⊗	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
○	⊗	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
○	⊗	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	⊗	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
○	⊗	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
⊗	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

APPENDIX A

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ❑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
2:00PM-4:30PM	Set-up
4:30PM-5:00PM	Open for seating
5:00PM-7:00PM	Fashion Show Runway
7:00PM-8:00PM	Tear Down/Clean Up

SECURITY PLAN

YES NO

☐ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City_____State_____Zip _____

Telephone Day_____Evening_____Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. _____

_____

_____

_____

_____

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

☐ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City_____State _____ Zip _____

Telephone Day_____Evening_____Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

_____

_____

_____

_____

_____

_____

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

- [x] [ ] Will there be a Clear Path of Travel throughout your event venue? Please describe _
  Sidewalks will be clear and free for people to utilize
- [x] [ ] Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe Attendees and guests will utilize available surface parking.
- [x] [ ] Will a minimum of 10% of portable rest rooms at your event be accessible? Pleasedescribe
  Restrooms at local businesses near the event space have agreed to let guests use their restrooms and they are ADA accessible.
- [x] [ ] Will all food, beverage and vending areas be accessible? Please describe
  Yes, they will be accessible by the sidewalk and street.
- [x] [ ] Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Pleasedescribe Yes, there will be signage and it will be legible.
- [ ] [x] If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
- [ ] [x] If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe
- [x] [ ] If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Pleasedescribe All areas are accessible.

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

- [x] [ ] Do you plan to provide portable rest room facilities at yourevent?

If yes: Total number of portable toilets

If no: Please explain:

Rest Room Company

Address Street

City State Zip

Telephone Day Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☐	☒	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☐	☒	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☐	☒	Does your event include food concession and/or preparation areas?
☐	☒	Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

☒ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 0

Number of Performers/Bands 0

Performer/Band name and music type 0

☒ Will sound checks be conducted prior to the event?

If yes, Start time _____ Finish time _____

☐ ☐ Will sound amplification be used?

If yes, Start time 4:30PM Finish time 8PM

☒ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe _____

☐ ☐ Please describe the sound equipment that will be used for your event _____

Speakers

☒ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☐ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe Work Lights will be on after the suns goes down.

☒ Will there be massage activities at your event? If yes, please describe _____

☐ ☐ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe Opportunity drawing for business giveaways and quilt giveaways

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☐ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ☐ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

☒ ☐ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain _____

☒ ☐ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain _____

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe Social media, fliers, E-blasts

☐ ☒ Will there by live media coverage during the event?

f yes, please describe

☐ ☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan

☒ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe Other businesses may agree to put up fliers in the area, but most promotional items will be at the Redlands Sewing Center

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency Hub International Insurance

Address Street P.O. Box 3545

City Riverside State California Zip 92517

Telephone Day 951-788-8500 Evening Fax Pager/Cellular

Contact Name Samantha Orf

Policy Type General Liability

Policy Amount $2,000,000 - General Aggregate

Policy Number PHPK2340096

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Redlands Chamber & Commerce

Title Executive Director

Signature Evan Sanford

Date 5/16/25

Print Name of Professional Event Organizer Evan Sanford

Title _____

Signature _____

Date _____

City of Redlands

In-Kind Support Request

Event Name: Redlands Fashion Community Event

Event Date(s): 9/6/25 **Location(s):** 9th Street between State and Citrus

Rain Out Date: **Beginning Time:** 5PM **End Time:** 8PM

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.

Street closure for community event

Select and Describe All City Provided Services That May Apply to Your Request :

- [X] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades for Street Closure, no parking signs ahead of time
- [ ] Police (*Public Safety Personnel*)
- [ ] Fire (*Paramedics, Inspectors*)
- [ ] Parks (*Cleanup Personnel, Ball Field Lights*)
- [ ] Facility

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 — 5 trash bins with liners, assistance with pickup

Group/Organization Name: Redlands Chamber of Commerce

Is your Group/Organization a Registered Non-Profit: [X] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1137980

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: Evan Sanford

Mailing Address: 47 N. 1st St. Redlands CA 92373

Phone Number: 909-793-2546 **E-Mail Address:** evan@redlandschamber.org

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

Ability to showcase local businesses in the area in a new way.

Describe what economic benefit and impact this event will bring to the City:

Opportunity to highlight Redland's vibrant creativity, support small businesses, and have local youth create designs for a fashion runway showcase

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	300	N/A	
Attendance: Non-Residents	100	N/A	
Food & Beverage Sales	$0	N/A	
Merchandise Sales	$0	N/A	
Ticket/Entrance Fees	$0	N/A	
Other	$80 fashion show fee	N/A	
Total Revenue		N/A	

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: [signature] **Title:** Executive Director

Please Print Your Name: Fran Santos **Date:**

To Be Completed by the City of Redlands

Date Received: 04/30/2025 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:


The Wild Hair Salon and Spa
CLOSED
PODIUM
426
180
Taco Shack
Tacos
Discount Smog & Repair
160
VIEWING
RUNWAY
VIEWING
3rd St
PHOTOS
VENDOR BOOTHS
CLOSED
Wolf CPA, A Professional...
MD Eyeglass Repair
Oasis Beauty & Wellness Japanese Head Spa
deaux Donuts
BROWS BY TAMARA
423
411
Citrus Ave
E Citrus Ave
E Citrus Ave
Google

Hosted by: Redlands Sewing Center

REDLANDS FASHION RUNWAY SHOWDOWN

BIG PRIZE$!!
$1000 value

FASHION SHOW FINALE
SEPTEMBER 6TH, 2025
5:00PM



Open Sew Dates:

May + June + July + August
3rd 7th 12th 2nd

Session Choices:
8:00am-11:00am
or 12:00pm-3:00pm

ENTRY FEE
$80
MUST
ENTER BY
APRIL 15TH

422 E. State St. Redlands CA 92373

Get ready for an electrifying evening on State Street as we present the ultimate fashion runway finale here in our great downtown Redlands!

Watch in awe as the top contestants from our Fashion Runway Showdown competition strut their stuff, all under the discerning eyes of our fabulous judges.

We're rallying local businesses to join the excitement and make this an annual event you won't want to miss. This is the perfect opportunity to showcase Redlands' vibrant creativity, support our amazing small businesses, and connect with our wonderful community.

Mark your calendars and join us for a night of glam, style, and unforgettable fun!

REDLANDS CHAMBER OF COMMERCE

EIN: | United States

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 2022 Form 990O**
- **Tax Year 2021 Form 990O**
- **Tax Year 2020 Form 990EO**
- **Tax Year 2019 Form 990O**
- **Tax Year 2018 Form 990O**
- **Tax Year 2017 Form 990O**
- **Tax Year 2016 Form 990O**

Event: Redlands Fashion Community Event Date: 4/18/25

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: Redlands Chamber of Commerce

To close (street names) 9th St

Between (street names) State St and Citrus Ave

Day & date 9/6/25 **Event times -** from (time) 5 ☐ am ☒ pm to (time) 8 ☐ am ☒ pm

Address of Applicant: 47 N. 1st St. Redlands, CA 92373 Phone No: 909-793-2546

Signature of Applicant: Evan Sanford Applicant Name (print): Evan Sanford

Condition(s);set up & clean up time required: SET UP TIME/STREET CLOSURE: Request street barriers at 2PM. STREET TO REOPEN: 9PM at the latest

Event Description: Opportunity to showcase Redlands' vibrant creativity, support small businesses, and have local youth create designs for a fashion runway showcase.

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date: 5/27/25
2. _____ Municipal Utilities & Engineering Department — Date: 5/19/25
3. _____ Facilities & Community Services Department — Date: 5/13/25
4. _____ Risk Management Division — Date: 6/2/25

Street Closure time: From 2 ☐ am ☒ pm To 9 ☐ am ☒ pm

Staff Notes:

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]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$900.00	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$900.00**		$0.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$0.00**
Total Departmental Charges and Fees	**$0.00**		$0.00
	$900.00 **$0.00** **$900.00**	Hard Cost Soft Cost Total	**$0.00** **$0.00** **$0.00**

[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**
$400,250.30	$34,877.70	$0.00	$435,128.00	$435,128.00

City Council Meeting **H. 11.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $1,800.00 related to the Day for Kids event hosted by the Boys & Girls Club of Greater Redlands – Riverside on September 20, 2025; approve temporary street closures related to 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 Department 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 the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize the expenditure of city resources, in-kind support, and temporary street closure related to this event.

3. I move to authorize the temporary closure on Clay Street between Brockton Avenue from 6:00 a.m. to 4:00 p.m. during the event to be held on September 20, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the Day for Kids event, scheduled for September 20, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly

regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $1,800.00, including costs for personnel, equipment, and related services.

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 non-profit organization, Boys & Girls Club of Greater Redlands – Riverside, is requesting to hold the Day for Kids event on Saturday, September 20th, on Clay Street between Lugonia Avenue and Western Avenue from 6:00 a.m. to 4:00 p.m. The Boys & Girls Club of Greater Redlands – Riverside is a 501(c) organization that focuses on helping youth in need.

In 2024, the City approved in-kind support in the amount of $300.00. This year will mark the 11th annual event hosted by the Boys & Girls Club of Greater Redlands – Riverside. According to the application, the event will attract approximately 200 residents and will have 15 vendors and 2 bounce houses.

Should the City Council elect to approve the event, the following conditions of approval will apply: the event will be held on Clay Street between Lugonia Avenue and Western Avenue on September 20, 2025; all commercial vendors shall have a current City of Redlands business license to participate in the event; and the event shall comply with all County of San Bernardino regulations.

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 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:	$1,800.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request
Event Map
Verification of Non-Profit
Street Closure Permit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: Day for Kids

Event Date(s): 9/20/25 **Location(s):** 1251 Clay St. Redlands

Rain Out Date: **Beginning Time:** 10 am **End Time:** 3:30pm

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.

Support needed for street closure signs for day for kids event & firetruck at closure point also.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — street close signs
- [ ] Police (*Public Safety Personnel)*
- [x] Fire (*Paramedics, Inspectors)* — firetruck at street closure
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

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.

- [ ] Other

Group/Organization Name: Boys & Girls Clubs of Greater Redlands-Riv.

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: Priscilla - Events Manager

Mailing Address: 1251 Clay St, Redlands

Phone Number: 909602 2421 **E-Mail Address:** pesparza@bgcie.org

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

This is a day where families & kids can come & have fun with free food & activities to promote staying active, being engaged with the community and showing families how we can help

Describe what economic benefit and impact this event will bring to the City:

This event will be an example to others how Redlands community supports our youth & families. Another benefit is children that grow up with fond memories in redlands will be more inclined to stay throughout their adult life and want that future generation to experience that

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 N/A
Attendance: Redlands Residents	90	70	
Attendance: Non-Residents	10	10	
Food & Beverage Sales	0	0	
Merchandise Sales	0	0	
Ticket/Entrance Fees	0	0	
Other			
Total Revenue			

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Priscilla Esparza **Title:** Events Manager

Please Print Your Name: Priscilla Esparza **Date:** 5-2-25

To Be Completed by the City of Redlands

Date Received: 05/02/2025 **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:

LUGONIA St.
Clay St.
LUGONIA St.
Fire Truck
VANS
Fire Dep
Guest/Vendor/
Volunteer Sign-in
Hansberger Tables
BGCGRR Clubhouse
Vaccines (held inside)
Hansberger Tables
Membership/ TK
Info
Food Tickets
Police
IEHP
Pickleball
City of
Redlands
Garden Peds
SB Kiwanis
Home Depot
Alta Vista
Pickleball Courts
City of Redlands will check out
paddles and balls.
Pickleball Courts
City of Redlands will check out
paddles and balls.
Raffle
Water
KOLA
Kiwanis
Food
2 tables
Wing Stop
Food
2 tables
Panda Food
2 tables
HAND WASHING STATION
Seating/Eat
Seating/Eat
Kiwanis
Books
Seating/Eat
Seating
Kid's
table
Concessions
(8) Volunteers
1
2
3
4
(4) Volunteers

IRS Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256577227
Jan. 27, 2020 LTR 4168C 0
[redacted] 000000 00
00012381
BODC: TE

BOYS & GIRLS CLUBS OF GREATER
REDLANDS-RIVERSIDE
RIVERSIDE
1251 CLAY ST
REDLANDS CA 92374

014687

Employer ID number:
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Jan. 17, 2020, about your tax-exempt status.

We issued you a determination letter in July 1968 , recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(iii).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(3) as a Type III functionally integrated supporting organization. A Type III supporting organization is operated in connection with one or more publicly supported charities.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

0256577227
Jan. 27, 2020 LTR 4168C 0
[redacted] 000000 00
00012382

BOYS & GIRLS CLUBS OF GREATER
REDLANDS-RIVERSIDE
RIVERSIDE
1251 CLAY ST
REDLANDS CA 92374

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Steve M. Brown, Operations Manager
Operations 3-CIN

Event: Day for Kids Date: 4-30-25

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: Boys & Girls Clubs of Redlands

To close (street names) Clay

Between (street names) Brockton

Day & date 9.20.25 **Event times -** from (time) 7 [X] am [ ] pm to (time) 3:30 [ ] am [X] pm

Address of Applicant: 251 Clay St, Redlands Phone No:

Signature of Applicant: [signature] Applicant Name (print): Priscilla Esparza

Condition(s);**set up & clean up time required**:

Event Description: a day for kids is full of fun activities for families and free, with games, bouncy houses and vendors

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. [signature] Chief of Police — Date 5/27/25
2. [signature] Municipal Utilities & Engineering Department — Date 5/29/25
3. [signature] Facilities & Community Services Department — Date 5/14/25
4. [signature] Risk Management Division — Date 6/2/25

Street Closure time: From 6 [X] am [ ] pm To 4 [ ] am [X] pm

Staff Notes:

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]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,800.00	Hard Cost	$300.00
Personnel & Equipment Subtotal	**$1,800.00**		$0.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$0.00**
Total Departmental Charges and Fees	**$0.00**		$0.00
	$1,800.00 **$0.00** **$1,800.00**	Hard Cost Soft Cost Total	**$300.00** **$0.00** **$300.00**

[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**
$400,250.30	$34,877.70	$0.00	$435,128.00	$435,128.00

City Council Meeting **H. 12.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Agreement for Services with the Ecology Center to join their Market Match program, providing $4,020.00 in nutrition incentives and approve an additional appropriation in the amount of $5,882.25 and approve an in-kind services grant match valued at $4,552.85 and determine that approval of the Agreement with the Ecology Center is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301 (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 approval of the Agreement with Ecology Center is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301;

2. I move that the City Council approve the Agreement for Services with the Ecology Center to participate in their Market Match Program; and

3. I move to approve an additional appropriation of $5,882.25 and approve an in-kind service grant match of $4,552.85.

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement for Services with the Ecology Center, to participate in their Market Match Program, approve an additional appropriation of $5,882.25, and approve an in-kind service grant match of $4,552.85. In addition, staff recommends that the City Council determine that the approval of the Agreement is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301.

DISCUSSION:

The Federal Supplemental Nutrition Assistance Program (SNAP), called CalFresh in California and occasionally referred to as "food stamps," is the largest food assistance program in the nation. Market Match, administered through the Ecology Center, is California's SNAP healthy food incentive program, which matches customers' nutrition assistance benefits, like CalFresh and WIC at farmers' markets. The matching funds allow SNAP recipients to buy more fruits and vegetables from eligible farmers' markets such as the Redlands Certified Farmers Markets. Market Match empowers qualifying shoppers to make healthy food choices by overcoming financial barriers. The program intends to encourage job creation, local economic development, and civic engagement by leveraging the benefits of farmers' markets for a broader community.

The City is partnering with the Ecology Center to participate in their Market Match program to distribute nutrition incentives to SNAP customers at Redlands Farmers Market, funded by the California Department of Food and Agriculture Grant awarded to the Ecology Center. Market Match incentives provide a dollar-for-dollar match (for each SNAP benefit spent, the customer receives one dollar of Market Match incentive, up to $10.00), per market day.

An in-kind match of $4,552.85 will be fulfilled through staff time at the market, distributing and redeeming the SNAP EBT and Market Match incentives, and administering the grant. The term of this grant is from June 1, 2025, through December 31, 2025. From 2017 through 2024, the City Council has approved accepting Market Match grant funds for use at the City's Certified Farmers Markets.

If approved, the grant funds for the seventh year will be dedicated to continuing the Market Match incentive program, including advertising for customer outreach, incentives distributed to participants, staff training and conference, and program administration for data tracking and incentive distribution at the market.

The proposed agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. This exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private facilities involving negligible or no expansion of the existing use. The activities outlined in this agreement fall within these parameters, and no further environmental review is required.

ALTERNATIVES:

City Council may elect not to participate in the California Market Match Program at this time.

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 Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	Yes
Appropriation Required Y/N:	Y
Amount:	$5,882.25

Discussion:

This grant will provide total funds in the amount of $5,882.25. Of this total, $624.25 will be used towards promoting and administering the program, $1,238.00 for travel, and $4,020.00 will be used towards incentives. The City is required to provide a match of $4,552.85 of in-kind services.

Attachments

Appropriation
Agreement

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 6/4/2025

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**
Travel	200300	6402	C00005	$ 1,238.00
Food	200300	7876	C00005	$ 4,020.00
Materials	200300	7810	C00005	$ 624.25
				$ 0.00
				$ 0.00
			$	$ 5,882.25

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grant	200300	4407	C300005	$ 5,882.25
			$	$ 5,882.25

JUSTIFICATION: Participation in the California Market Match Grant awarded through the Ecology Center to fund certified farmers' market activities at the City's certified farmers market.

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk



AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by the Ecology Center, a nonprofit public benefit corporation organized under the laws of the State of California with offices at 2530 San Pablo Avenue, Berkeley, California, 94702 and City of Redlands with offices at _____ (hereafter "Contractor," and together with the Ecology Center, the "Parties"). The Ecology Center enters into this Agreement to carry out a portion of its California Nutrition Incentive Program ("CNIP") Grant Agreement with the California Department of Food and Agriculture- ("CDFA") grant contract number 24-0856-000-SG.

WHEREAS, Contractor has the required capacity to provide the services sought by the Ecology Center; and

WHEREAS, Ecology Center wishes to utilize Contractor's services and abilities during the term of this Agreement, and Contractor is willing to offer such services upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Term, Engagement, and Services: This Agreement is effective as of **June 1, 2025 and terminates on December 31, 2025** unless terminated earlier as provided herein. During the term of this Agreement, the Ecology Center hereby engages Contractor and Contractor hereby agrees to serve the Ecology Center, as an independent contractor and not as an employee or agent of the Ecology Center. Contractor shall be available to work for reasonable periods of time to perform the scope of services and provide deliverables according to the budget and schedule as set forth in Attachment A: Budget, Attachment B: Scope of Work, and Attachment C: Debarment Certification Form (the "Services"), included with and hereby made a part of this agreement. Either party to this Agreement may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days written notice. Should Contractor default in the performance of this Agreement or materially breach any of its terms, the Ecology Center at its option, may terminate this Agreement effective immediately upon giving written notice to Contractor stating the reason for the termination of this Agreement.

   Contractor's original grant proposal and any revisions thereto, including all supplemental documentation provided by contractor to document grant deliverables, match, and incentives to be distributed, is incorporated by reference as a part of this agreement.

2. Compliance with Terms of the Ecology Center Grant CDFA Agreement 24-0856-000-SG: Contractor agrees to comply with all terms and conditions applicable to the Ecology Center's Grant Agreement with 24-0856-000-SG. Contractor also agrees to comply with all applicable Federal and State regulations, including but not limited to, the Code of Federal Regulations (2CFR 230, 2CFR 200), Research Terms and Conditions (06/11) and NIFA Agency Specific Terms and Conditions (10/14) at https://www.nifa.usda.gov/grants/regulations-and-guidelines/federal-regulations; General Provisions found in Title 2: 2CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; 7 CFR 3015, 3016, 3019, Title 7: 7 CFR Part 3430, and allowable cost principles found in 2 CFR 220, 225, and 230 or Federal Acquisition Regulation 48 CFR 31.2 – all incorporated by reference and found at http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR Contractor also agrees to comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) and the applicable regulations promulgated there under California Code of Regulations, Title2, Section 7285.

   Contractor is required to provide a non-federal match as stated in Attachment A: Budget. All matching funds must directly benefit and be specifically identifiable with approved project objectives. The Contractor is required to maintain complete, accurate, up-to-date records to support all matching activities under the award. Matching requirements may not be satisfied with Federal funds or with property or services provided under another Federal assistance award.

   Ecology Center may withhold payment of funds for expenses deemed unallowable by CDFA. In the event that it is determined by the Ecology Center that a contractor has been paid for work and expenses that are deemed unallowable, Contractor will be required to refund to the Ecology Center all grant funds which were disbursed to the Contractor for unallowable expenses.

3. Compensation, Project Expenses, and Payment Terms: A budget that is agreed to by both parties is attached to this Agreement as Attachment A. Total expenses for Services, excluding incentives, shall not exceed **$1,862.25**. Contractor agrees to distribute **$4,020.00**in incentives on SNAP/CalFresh purchases as set forth in Attachment B. Total payment for Services and Incentives distribution under this Agreement shall not exceed **$5,882.25**.

   In addition, Contractor agrees to contribute non-federal, cash, or in-kind match, of goods or services equal to or exceeding**$4,552.85** in fulfillment of the deliverables of the project as set forth in Attachment A: Budget. Contractor certifies that all match sources are non-federal and all match expenses and in-kind services are for the purposes and objectives set forth in the terms and conditions of the Federal and State award and meet all grant award requirements pertaining to project match. All original match expense receipts, invoices, and other back-up documentation must be retained by the Contractor and kept on file for three years after the end of the grant period,

available on request for audit purposes.

Contractor may only distribute incentives at outlets that have been approved for participation by USDA's Food and Nutrition Services (FNS) via a Memorandum of Understanding (MOU). A signed MOU between CDFA and each outlet must be reviewed and approved by CDFA prior to the outlet's participation. Distributing incentives at outlets not approved by CDFA is a violation of this contract and Contractor will be required to repay grant funds for incentives distributed through unauthorized outlets.

Any changes to the attached budget must be agreed to in writing by the Ecology Center prior to Contractor incurring costs exceeding the original budgeted amount of any line item. Contractor is entitled to reimbursement for reasonable expenses to the extent that such expenses are budgeted, necessary for the performance of the Services under this Agreement, and are considered allowable costs under applicable Federal and State regulations as outlined and noted in Section 2 of this contract agreement. Monthly invoices and back-up documentation shall be e-mailed in the provided Excel formats and submitted by the 7th day of the month following the reporting/invoicing month to receive payment within thirty (30) days of the Ecology Center's receipt of the invoice and all required backup documentation, with the exception that in no case shall the Contractor receive payment prior to the Ecology Center's receipt of payment from CDFA for the period billed.

Monthly invoices must be submitted using the invoice, timesheet and mileage tracking templates provided by the Ecology Center and must adhere to all procedures and policies as required by the Ecology Center. Invoicing documents must include the dates and hours worked and the nature of the work performed in the description. Contractor shall attach original or scanned copies of receipts for all expenses billed under this Agreement. All original receipts, invoices, and other back-up documentation must be retained by the Contractor and kept on file, available on request for audit purposes. The invoice and all required documentation must be submitted before a payment will be processed. The Ecology Center may withhold payment on an invoice until all required information or documentation has been provided by Contractor. Monthly progress reports are due by the 7th day of the month following the reporting month. Monthly reports must include a description of the amount of incentives distributed by market/site for the reporting month.

4. Independent Contractor: Contractor and the Ecology Center agree that Contractor is, and shall be, an independent contractor and not an employee or agent of the Ecology Center. Nothing in this Agreement shall be interpreted or construed as creating the relationship of employer and employee between the Ecology Center and Contractor and/or Contractor's approved employees or subcontractors.

Contractor is responsible for all applicable legal and governmental obligations as an independent contractor, including, without limitation, all business licenses, worker's compensation and liability insurance requirements and the withholding and transmittal of all fees and taxes. Contractor shall not be an agent of the Ecology Center and shall not have any authority to sign agreements for the Ecology Center or to bind the Ecology Center to any agreements or other obligations.

Any agreement to be executed for the Ecology Center shall be presented to and be signed by a duly authorized representative of the Ecology Center.

It is expected that Contractor will work directly with the Ecology Center in performing the Services. However, if Contractor wishes to hire subcontractors in performance of the Services, Contractor must obtain the prior written consent of the Ecology Center and, in that event: (i) each approved subcontractor must agree to terms consistent with the terms of this Agreement; (ii) approved subcontractors shall be Contractor's sole responsibility; and (iii) Contractor shall be solely responsible for the approved subcontractors' compensation and for compliance with all applicable legal and tax requirements.

5. Taxes: If Contractor, or Contractor's organization, is not incorporated, the Ecology Center will inform Contractor of the total amount of payments made to Contractor on a calendar year basis during January of the following year and report such payments as required by law. Contractor shall be responsible for complying with all applicable national and local employment, income and other tax laws.

6. Indemnification: Contractor agrees to protect, indemnify, defend and hold harmless the Ecology Center and its directors, officers, employees and agents from and against any and all claims, demands, actions, judgments, fines, penalties, liabilities, losses, settlements, taxes, damages, injuries, costs or expenses (including, without limitation, attorneys' fees and all other fees and costs incurred in investigating or defending any claim or action), either directly or indirectly, which may be asserted against any of the foregoing persons by Contractor, Contractor's employees, agents or subcontractors, or third parties, in any manner related to, arising out of or resulting from:

   (a) Contractor's performance of the Services under this Agreement;
   (b) any failure of Contractor to perform its obligations under this Agreement;
   (c) any claim that the Services and/or Deliverables infringe the intellectual property rights of a third person;
   (d) any acts of Contractor beyond the scope of its authority under this Agreement;
   (e) any negligence, willful misconduct or other wrongful acts or omissions of Contractor, its employees, agents or subcontractors;
   (f) any injury, damage or death to Contractor, its employees, agents, subcontractors, partners or other representatives; or
   (g) any injury, damage or death to any third party.

7. Representations and Warranties: Contractor represents and warrants that: (a) Contractor has the full power to enter into and perform this Agreement and to make the grant of rights contained herein; (b) all Services performed hereunder shall be performed in accordance with the Ecology Center's specifications and requirements and with all necessary care, skill and diligence; (c) the Deliverables will meet the description of Deliverables set forth in Attachment B; (d) upon delivery of each Deliverable, the Ecology Center will have marketable title to such Deliverable, free and clear of all liens and encumbrances; and (e) the use of the Deliverables for the purposes intended will not infringe upon or violate any rights of privacy, publicity, patents, copyrights or any other rights of any nature of any third party.

8. Confidentiality: Contractor acknowledges that Contractor will have access to proprietary and confidential information in order to perform specific duties and provide the Services. Contractor warrants that Contractor will not use or disclose any information received or obtained by Contractor in connection with Contractor's performance of the Services except as necessary to perform the Services. Contractor shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Ecology Center's information as Contractor employs with respect to its own Confidential Information of a like importance. This warranty shall not apply in any instance where the Ecology Center has expressly directed Contractor, in writing, to disclose information to a third party.

9. Legal Compliance: The laws of the State of California shall govern the interpretation of this Agreement. Any action to enforce this Agreement shall be brought in the Superior Court for the County of Alameda or in the U.S. District Court for the Northern District of California, San Francisco, California.

10. Assignment: Contractor may not assign, delegate or subcontract neither this Agreement nor any of its rights, duties or obligations under this Agreement without the prior written consent of the Ecology Center. Any purported assignment or delegation not consented to by the Ecology Center shall be void at the Ecology Center's option and shall constitute a material breach of this Agreement.

11. Amendments and Waivers: Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both Parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

12. Notices: All notices required under this Agreement will be delivered in writing to the recipient's contact designated in the first paragraph of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by hand delivery, nationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused,

whichever occurs sooner.

13. Records: All financial records and documentation pertaining to this contract, including incentives and match expenses, will be maintained for three years after the completion of the grant period, December 31, 2028. All original expense receipts, invoices, and other back-up documentation must be retained by the Contractor and kept on file, available on request for audit purposes.

If any provision of this Agreement is prohibited or is unenforceable, said provision shall be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining provisions of this Agreement.

This Agreement contains the entire agreement of the Parties and supersedes any and all previous agreements, which may have been made, whether orally or in writing.

WHEREFORE, the Parties have executed this Agreement as of the date(s) set forth below.

The Ecology Center

Signed: Martin Bourque

Martin Bourque, Executive Director
Date: 5/28/2025

City of Redlands
Name of Contracting Organization
Signed: _____
Executive Director/Authorized Signatory

Printed Name: _____
Date: _____

City of Redlands

MARKET MATCH BUDGET: JUNE 1, 2025 - DEC 31, 2025

SECTION A: SALARIED PERSONNEL (DO NOT INCLUDE VOLUNTEERS)

PERSONNEL TITLE	NAME OF PERSONNEL PERFORMING WORK	PERSONNEL SALARY	PERCENT ALLOCATED ON PROJECT	CAL. MONTHS ON PROJECT	FRINGE RATE (IF APPLICABLE)	EXPENSE TOTAL (SAL & FB)	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
						$0.00			$0.00		
SECTION A TOTAL						$0.00	$0.00	$0.00	$0.00		

SECTION B: HOURLY PERSONNEL (DO NOT INCLUDE VOLUNTEERS)

PERSONNEL TITLE	NAME OF PERSONNEL PERFORMING WORK	PERSONNEL HOURLY RATE	NUMBER OF HOURS ON PROJECT IN PERIOD	FRINGE RATE % (IF APPLICABLE)	EXPENSE TOTAL (SAL & FB)	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
Program Specialist	Conrad Calbes	$32.20	54	65%	$2,869.02		$2,869.02	$2,869.02	(Admin) Conrad will be working 2 hours per week planning, marketing, outreach, attending webinars, and invoicing. He will also distribute EBT and Market Match scrip at the Downtown's Morning Market for 2 hours for those Saturdays.	
Program Aid	Jacqueline Tilbury	$20.41	50	65%	$1,683.83		$1,683.83	$1,683.83	Jacqueline will be working 2 hours per week for each Saturday, swiping customer EBT cards and distributing EBT and Market Match scrip at the Downtown's Morning Market.	
					$0.00			$0.00		
SECTION B TOTAL					$4,552.85	$0.00	$4,552.85	4552.85		

SECTION C: EQUIPMENT (GREATER THAN $5,000)

EQUIPMENT ITEM	EXPENSE $	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
		N/A		$0.00		
SECTION C TOTAL		$0.00				

SECTION D: TRAVEL

TYPE OF TRAVEL (DROPDOWN MENU)	EXPENSE DESCRIPTION	COST PER UNIT	NUMBER OF UNITS	EXPENSE $	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
Airfare	Roundrip ticket via Soutwest Air	$300.000	1	$300.00	$300.00		$300.00		
Ground Transportation	Rental Car via Enterprise	$200.000	1	$200.00	$200.00		$200.00		
Hotel / Accomodations		$150.000	2	$300.00	$300.00		$300.00		
Per Diem		$145.000	2	$290.00	$290.00		$290.00		
Other (Specify)	Breakfast	$23.000	2	$46.00	$46.00		$46.00		
Other (Specify)	Lunch	$26.000	1	$26.00	$26.00		$26.00		
Other (Specify)	Dinner	$38.000	2	$76.00	$76.00		$76.00		
SECTION D TOTAL				$1,238.00	$1,238.00	$0.00	$1,238.00		

SECTION E: PARTICIPANT/TRAINING COSTS (EXCLUDING INCENTIVES)

TYPE OF TRAINING COST (DROPDOWN MENU)	EXPENSE DESCRIPTION	COST PER UNIT	NUMBER OF UNITS	EXPENSE $	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
				$0.00			$0.00		
				$0.00			$0.00		
				$0.00			$0.00		
SECTION E TOTAL				$0.00	$0.00	$0.00	$0.00		

SECTION F: OTHER DIRECT COSTS

SUBSECTION & EXPENSE TYPE (DROPDOWN MENU)	EXPENSE DESCRIPTION	COST PER UNIT	NUMBER OF UNITS	EXPENSE $	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
1. Materials & Supplies	Market Match Scrip Tokens	$0.55	1,135	$624.25	$624.25		$624.25		
				$0.00			$0.00		
				$0.00			$0.00		
SECTION F TOTAL				$624.250	$624.25	$0.00	$624.25		

SECTION G: INDIRECT COSTS

	INDIRECT RATE (IF APPLICABLE)	MTDC	TOTAL GRANT INDIRECT	TOTAL INDIRECT	
SECTION G TOTAL			$0.00	$0.00	

SECTION H: TOTAL DIRECT & INDIRECT COSTS

	TOTAL GRANT FUNDS	TOTAL NON-FEDERAL MATCH	TOTAL PROJECT BUDGET	
SECTION H TOTAL	$5,882.25	$4,552.85	$10,435.10	All expenses (grant and match) must directly benefit and be specifically identifiable with approved Market Match project objectives.

SECTION I: TOTAL INCENTIVES

	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
DOLLAR AMOUNT OF INCENTIVES TO DISTRIBUTE	$4,020.00		$4,020.00	The Downtown's Morning Market has seen an increase in incentives in the past year and averaging approximately $500 in incentives each month.	

	NON-INCENTIVE FUNDS	INCENTIVE FUNDS	INCENTIVES AS PERCENT OF TOTAL BUDGET
GRANT FUNDS	$1,862.25	$4,020.00	68%
TOTAL BUDGET	$6,415.10	$4,020.00	39%

Contractor Name: City of Redlands
Start Date: June 1, 2025
End Date: December 31, 2025

Distribution of Incentives
Contractor will:

- Distribute **$$4,020.00** Market Match (MM) incentives to customers using/spending SNAP (Supplemental Nutrition Assistance Program) at a minimum of **1** Ecology Center-approved Certified Farmers' Markets and farm-direct sites between **June 1, 2025 and December 31, 2025**;
- Provide incentives that are funded by CNIP or non-federal match will *only* be provided as a dollar-for-dollar match for SNAP/CalFresh purchases;
- Provide incentives that are funded by CNIP or non-federal match *only* at outlets (sites) that have been approved for participation by USDA's Food and Nutrition Services (FNS) via a Memorandum of Understanding (MOU) and after the start date of the MOU. A signed MOU between CDFA and each outlet must be reviewed and approved by FNS prior to the outlet's participation. Distributing incentives at outlets not approved by FNS is a violation of this contract, and Contractor will be required to repay grant funds for incentives distributed through unauthorized outlets;
- Provide Market Match incentives matching on Pandemic-EBT, Disaster-EBT, and SUN Bucks per card;
- Provide Market Match incentives for SNAP cards from other U.S. states;
- Not provide Market Match incentives matching spending of cash (rather than food) benefits loaded onto SNAP cards.
- If the SNAP/EBT Terminal is not working, the contractor will seek out ways of transacting SNAP including using offline vouchers as provided by EBT Processor;
- Alert Ecology Center staff if the EBT/SNAP terminal is not operational and offline EBT vouchers are not able to be processed and/or Market Match incentives are not able to be distributed during normal site operating hours;
- Alert Ecology Center staff if the FNS SNAP authorization lapses or if the farmers' market or retailer changes ownership;
- Renew FNS SNAP authorization as required by FNS every five years.
- Provide the incentives as a dollar-for-dollar EBT/SNAP match, up to a daily maximum for incentives per card, per day as decided by Ecology Center staff;
- Follow all FNS guidelines including providing a refund when requested by the customer if the customer has taken out more SNAP dollars than they were matched for with the incentive or if they are willing to return the incentive scrip as well as EBT scrip when refunding the EBT onto their SNAP card;
- Produce or reuse all Market Match scrip needed at the farmers' markets served by Contractor. In the case where new scrip is produced or printed, the design must first be approved by the Ecology Center staff prior to production; Market Match scrip must include phrase "only for fruits and vegetables", "no change given" and "Market Match", name of market or market association (if all association sites are

approved for Market Match), and the denomination in a whole dollar increment (such as $1, $2, or $5 or another increment);
- If the market association chooses to create an incentive program that matches another benefit or type of spending other than SNAP, they will create a separate scrip type that is easily distinguishable from the Market Match scrip;
- Market Match scrip must be restricted to the purchase of fresh, California-grown fruits and vegetables or plant starts that produce food only at the Certified Farmers' Market or other approved Market Match site. No US dollar change is to be given on Market Match scrip;
- Contactor must reimburse vendors 100% of the value of the scrip turned in by the farmers/growers/vendors and must be paid at 100% of the value to said farmers/growers/vendors;
- Contractor must keep records of the $ value of redemption and reimbursement of EBT scrip and Market Match scrip from vendors per market day to ensure that Market Match guidelines around eligible food purchases are maintained.
- Abide by all Ecology Center program rules and grant compliance rules as communicated by Ecology Center staff.

Administration of EBT Scrip Program

Contractor will ensure following:
- EBT scrip will be in compliance with all USDA Food Nutrition Service guidelines, including that EBT scrip will never expire, will include "EBT" or "SNAP", and "no change given" and the increment /dollar denomination;
- Vendors/contractors/farmers markets will not allow EBT scrip to be spent on items that are not eligible for SNAP;
- Contractor will not allow market vendors to exchange tokens with anyone except the market operator.

Administration and Reporting

Contractor will:
- Hire and maintain sufficient staff or volunteers to execute the program as detailed;
- Oversee, track, evaluate, manage, report on any and all Market Match activities under the contract that Contractor is providing or subcontracting;
- Use a customer transaction log to track each customer transaction involving SNAP for each market day or day open to the public if another type of outlet, recording the $ amount of CalFresh spent at the site and the associated Market Match incentive distributed based on that transaction, including if a customer spends more SNAP than the incentive maximum and is not provided with any more incentive
- Review monthly invoices, back-up documentation and monthly reports for accuracy before submission.
- Turn in monthly invoices, back-up documentation (timesheets, subcontractor invoices, mileage forms and/or item receipts), and monthly reports no later than the 7th of each month following the month previous or as requested by the Ecology Center, unless otherwise agreed upon with the Ecology Center in advance;

- Monthly Reports include data collection of the following per Market Match site (including separately for farmers' markets that operate on multiple days of the week, treating the markets that operate on a Tuesday separately from the markets that operate at the same location on another day of the week). Metrics include:
    - Monthly total $ Market Match incentives distributed for each site,
    - Monthly total $ Market Match redeemed from vendors for each site,
    - Monthly total $ CalFresh/SNAP sold at central point of sale or at farmstand or other type of site,
    - Monthly total CalFresh/SNAP redeemed (in a farmers' market context where a scrip model is used),
    - Total number of customers served per month per site
    - Total number of SNAP transactions on the EBT/SNAP terminal per month per site
    - Average number of fruit/vegetable vendors per market day per month per site
    - Total operating days where Market Match was available and offered per month per site
- Complete outreach survey on a quarterly basis if receiving CNIP funds for staff time for conducted outreach and/or printing promotional outreach materials.
- Attend required quarterly California Market Match Consortium (CMMC) calls/webinars. If the Contractor is not able to attend for any reason, they will be responsible to inform the Ecology Center staff in advance, and read minutes or watch webinar recording following the webinar.
- Send at least one representative to attend the annual Market Match Face-to-Face Meeting/Conference.

Systems, Tracking, Evaluation

Contractor will work with the Ecology Center to:

- Administer a unified data collection and tracking mechanism for Market Match participants in order to track all monthly reporting and evaluation metrics accurately and in a timely fashion;
- Provide input, feedback, and cooperation on the development, implementation, and execution of State and National evaluation metrics, tools, and systems;
- Carefully track federal and non-federal match budget spending and receive approval from Ecology Center before making any adjustments to line item spending.

Contractor will:

- Carefully and completely track, input, and report on all program metrics that are needed by the Ecology Center or the grant evaluators. These monthly reports will be provided by or before the 7th of each month following the month previous, unless there is an agreement in place in advance with the Ecology Center for an adjusted deadline;
- Cooperate fully and support data collection and analysis conducted through Ecology Center and California Department of Food & Agriculture's required evaluation of the GusNIP project, and any national evaluation conducted through

the GusNIP Training, Technical Assistance, Evaluation and Information Centers (NTAE) "Nutrition Incentive Hub".

Promotions & Outreach to Market Match Eligible Customers

Contractor will ensure:

- All Market Match promotional and outreach materials and signage paid for by the grant must be approved by Ecology Center staff prior to printing and distribution;
- All promotional and outreach materials and signage must promote the Market Match program and align with program branding, messaging, and at minimum include the Market Match logo.
- If printed, the materials must include the funding acknowledgment "Market Match is a program of the Ecology Center and is funded in part through the California Department of Food and Agriculture and the USDA's National Institute of Food and Agriculture." and Market Match logo.
- That participation in the Market Match program is listed on a website of the organization (if using a website to describe the organization's work). The participation in the Market Match program will also include the Market Match logo as well as the funding acknowledgment "Market Match is a program of the Ecology Center and is funded in part through the California Department of Food and Agriculture and the USDA's National Institute of Food and Agriculture."

Contractor will:

- When possible, produce locally-focused, Market Match-branded, outreach materials and advertising in accordance with approved budget and budget justification;
- Wherever possible, partner with local media, social service agencies, and community based organizations to distribute outreach materials to promote the purchase of fruits and vegetables to SNAP/CalFresh shoppers at Certified Farmers' Markets and other approved Market Match sites.

Contractor will work with the Ecology Center to:

- Improve and build upon uniform Market Match language and statewide materials;
- Participate in any and all statewide, regional or locally focused centralized promotions or outreach strategies executed by the Ecology Center on behalf of the statewide Market Match program.

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Authorized Signature for Contractor _____

Name _____

Title _____

Date _____

City Council Meeting **H. 13.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement and sole source purchase with Alliant Insurance Services, Inc. as Broker of Record for Property and Casualty Insurance Services for an amount not to exceed $66,096 (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 a Professional Services Agreement and sole source purchase with Alliant Insurance Services, Inc. as Broker of Record for property and casualty insurance services for an amount not to exceed $66,096.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement and sole source purchase with Alliant Insurance Services, Inc. as Broker of Record for property and casualty insurance services in the amount of $66,096.

DISCUSSION:

Alliant Insurance Services, Inc. ("Alliant") has provided the City of Redlands with liability insurance services for the past five (5) years, and has demonstrated a deep understanding of the City's risk profile, operations, and insurance needs. As the City's current Broker of Record, Alliant works in conjunction with the Human Resources Department to negotiate and secure coverage in the insurance marketplace for several critical policies such as Crime, Excess General Liability, Excess Workers' Compensation, Property, and others. Due to Alliant's existing knowledge of City operations, their continued service ensures efficiency in renewals, claim advocacy, and market competitiveness. Based on

this and the continuity of service necessary to maintain uninterrupted coverage, staff recommends this sole source purchase be approved.

ALTERNATIVES:

City Council may elect not to approve the agreement andsole source purchase; however, this will adversely affect the operation of the Human Resources/Risk Management department.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Robert Meteau Jr., Human Resources and Risk Management 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 Manager

PREPARED BY:
Kisha McDonald, Human Resources Manager

Fiscal Impact

Appropriation Required Y/N: N
Budgeted Y/N: Y
Discussion:
The cost for insurance brokerage services with Alliant Insurance Services will be $66,096. Funding is included in the fiscal year budget.

Attachments

Agreement with Alliant Insurance Services, Inc.
Sole Source

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of property and casualty broker services ("Agreement") is made and entered in this 15th day of July 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Alliant Insurance Services, 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 property and casualty broker 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 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, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

3.2 City designates Robert Meteau, Director, Human Resources/Risk Management, 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 term of this Agreement shall be for a period of one (1) year commencing on the Effective Date of this Agreement.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the 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 The compensation for Consultant's performance of the Services shall not exceed the amount of Sixty-Six Thousand Ninety-Six Dollars ($66,096) for the Services provided term of this Agreement. The City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," 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, 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	Connor Boughey
City of Redlands	Vice President
35 Cajon Street	Alliant Insurance Services, Inc.
PO Box 3005 (mailing)	100 Pine Street, 11th Floor
Redlands, CA 92373	San Francisco, CA 94111
(909) 798-7531	Phone: 415-403-1411
jdonaldson@cityofredlands.org	Fax: 415-403-1400

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 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, results 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

ALLIANT INSURANCE SERVICES, INC.

By: _____
Connor Boughey, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform the following services:

1. Develop and recommend insurance options and other risk financing or loss funding programs, techniques, and methods.
2. Assist CITY in developing underwriting and marketing information.
3. Review marketing plan with CITY and provide CITY with results of all marketing efforts.
4. Structure a coverage program as desired by CITY with financially acceptable insurance companies, when reasonably available.
5. When possible, negotiate insurance contract wording to meet the specific needs of CITY.
6. Review insurance agreements, binders, certificates, and other documents for accuracy and obtain revisions in such documents when needed.
7. Monitor the insurance placements to assure its continuing balance of coverage scope, cost, service, and stability.
8. Provide binders, certificates and policy documents.
9. Act as an advocate in claim matters for all lines of coverage and provide assistance in emergency situations.
10. Work with CITY Risk Management division in making a formal review of each CITY insurance program on an annual basis, including recommendations on alternative methods of handling the exposure and any analysis of exclusions and other problem areas.
11. Provide Insurance Requirements in Contracts (IRIC) training to staff involved in securing contracts.
12. Provide CITY with Probable Maximum Loss studies to evaluate appropriate levels of earthquake insurance.
13. Provide guidance for Loss Control Services as recommend appropriate firms.
14. Provide the CITY with options to participate in Joint Powers Authorities (JPA) to secure coverage.
15. Provide CITY with option to join Alliant Programs and all the ancillary services included in those placements
16. Assist in enhancement of Loss Prevention & Risk Management Programs
17. Conduct Renewal Strategy Meeting's (at least 60 days prior to major renewal dates) with CITY to review:
    a. Risk & Coverage Analysis and the adequacy of current insurance portfolio
    b. Update the City on current insurance market
    c. Discuss recent renewal results for similar clients
    d. Provide an analysis of viable underwriter alternatives, their capacity, and deductible preferences
    e. Provide renewal pricing ranges
    f. Suggest renewal timeline and options
18. Provide a review of loss exposure, and identify and advise on potential risk of loss as needed.
19. Provide additional broker services as agreed upon by the Parties.

EXHIBIT "B"
FEE PROPOSAL

Consultant's Service Fee is developed to achieve a mutually beneficial long-term relationship that both properly compensates our staff for their high skill levels, and succeeds in balancing costs relative to pricing pressures faced by municipalities in today's financial environment.

Based on your current program's structure, we are proposing an annual fee as outlined below:

An annual Retail Brokerage fee of $66,096, which can be paid in whole as a fee, or paid by offsetting retail commissions and fees collected. For renewal terms, we would increase our fee 2% each year.

Consultant will not charge any additional expenses for traditional brokerage services. If a project requires additional fees for services, those will be presented for review and approval by the City, (e.g. specialized Loss Control and testing).

Retail Brokerage compensation is complex to measure and compare. Many brokers have various units within their operations that provide client services. Insurance carriers sometimes pay 'overrides' to place a volume of business with them and client interests are not placed first; these are considered Contingent Income.

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.

ALLIANT INSURANCE SERVICES, INC.

By:_____ Date: _____

Connor Boughey, Vice President

REDLANDS "A City That Works"

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: 7/1/2025

TO: Purchasing Division

FROM: Kisha McDonald

Purchase Requisition # _____

Estimated Total Cost: $ 66,096

Proposed Vendor: Alliant

Request Term: 1 Year

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.

Doc ID: 92087843a73ba239b3febfe5826090921ee8b2f4

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:

Alliant Insurance Services has served as the City's Broker of Record for multiple years and has demonstrated a consistent ability to secure competitive rates, maintain strong relationships with carriers, and provide specialized risk consulting and coverage advice. Alliant is uniquely positioned within the public agency insurance marketplace due to its

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**

The City would issue a Request for Proposal for the services, however, that option would adversely affect Risk Management operations.

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

Digitally signed by Kisha McDonald
Date: 2025.06.30 13:33:27 -07'00' 6/30/25

Prepared by Date

Robert J. Meteau Jr. 07 / 01 / 2025

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Doc ID: 92087843a73ba239b3febfe5826090921ee8b2f4

Title	Sole-Single Source request for Alliant
File name	Sole-single_Source_request_Alliant.pdf
Document ID	92087843a73ba239b3febfe5826090921ee8b2f4
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Status	Signed

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SENT	**06 / 30 / 2025** 15:49:48 UTC-7	Sent for signature to Robert Meteau (rmeteau@cityofredlands.org) from hr01@cityofredlands.org IP: 47.181.153.216
VIEWED	**06 / 30 / 2025** 17:58:36 UTC-7	Viewed by Robert Meteau (rmeteau@cityofredlands.org) IP: 20.159.64.138
SIGNED	**07 / 01 / 2025** 06:31:19 UTC-7	Signed by Robert Meteau (rmeteau@cityofredlands.org) IP: 12.9.176.199
COMPLETED	**07 / 01 / 2025** 06:31:19 UTC-7	The document has been completed.

City Council Meeting **H. 14.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Single Source Service Order and Service Agreement with ClearGov Inc for software setup service and a one-year service subscription for an amount not to exceed $105,319.00, with a one-year renewal term option, bringing the total to an amount not to exceed $183,394.00 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move that the City Council approve a Single Source Service Order and Service Agreement with ClearGov Inc for software setup and a one-year service subscription.

RECOMMENDATION:

Staff recommends that Council approve a Service Order and Service Agreement with ClearGov Inc (ClearGov) for software setup and a one-year service subscription for an amount not to exceed $105,319.00, with a one-year renewal term option, bringing the total to an amount not to exceed $183,394.00. Staff is recommending single-source procurement of these services based on an extensive informal evaluation of several vendors by City staff, and because time is of the essence to procure and implement this software.

DISCUSSION:

The City of Redlands' Finance Department's current budget preparation process is an exclusively Excel-based process that is time-consuming and lacks technological efficiency. It requires a substantial amount of staff time due to the manual entries and paperwork that is associated with this involved process. City

staff set out to procure budget preparation software that would reduce development time and improve efficiency in the City's bi-annual budget process.

City staff conducted an extensive informal review process and reviewed three external Budget Preparation Software providers (ClearGov Inc, Euna, and OpenGov). These vendors met with City staff and conducted a discovery meeting to gain insight into what the City is looking for in a budget software. The vendors subsequently provided demonstrations to show how their software would serve the City. The City also wanted to seek software that could assist in obtaining the Governmental Finance Officers Association (GFOA) Budget Award.

The criteria used when evaluating the three vendors and demos were as follows:
1) Ease of use (software user-friendly)
2) Staff time savings provided by software
3) Streamlining the overall budget process
4) Ability to automatically produce a digital and print-friendly budget book
5) Ability to produce financial projections and labor costing
6) Governmental Financial Officers Association (GFOA) budget checklist to aid the City in obtaining this award.

All three of the reviewed products demonstrated unique strengths. All appeared to streamline current budget processes. ClearGov had a user-friendly look and feel at the data input level that was not a finance-infused spreadsheet appearance (ease of use). The other vendor's software had a spreadsheet- like appearance and were not as user-friendly for the end user as ClearGov. ClearGov is compatible with the City's current Enterprise Resource Planning (ERP) System, Tyler Munis, and can upload budget data directly from the ERP into the budgeting software. Additionally, ClearGov has a GFOA budget award checklist built in the software to aid the City in going after this award in future years. We did not see this feature available in any other software. ClearGov also demonstrated superior budget workflow processes and more user-friendly features with providing notes/comments/attachments to justify budget requests for the current year and historical budget years. Pricing across all three products was comparable, with ClearGov being priced the lowest in terms of year 1 costs and middle of the road in terms of ongoing costs.

The proposed agreement between ClearGov Inc and the City of Redlands is for a one-time fee for Setup Services ($33,750) and a pro-rated subscription services fee ($71,569) for the first year that goes from August 1, 2025- June 30, 2026 and totals to $105,319. The agreement also provides a Renewal Option for $78,075 that will run from July 1, 2026- June 30, 2027, bringing the total value of the proposed agreement to $183,394.

City staff is recommending approval of the use of ClearGov Inc as a single-source provider for government budget preparation software. Failure to procure and immediately implement this software will result in a delay of two years until the next budget preparation process. Thus, time is of the essence and

requires immediate procurement and implementation to prepare for the City's upcoming two-year budget cycle.

ALTERNATIVES:

The Council may reject the single-source agreement with ClearGov Inc and direct staff to pursue procurement through a Request for Proposals process which will take 3 to 6 months. This option makes it highly unlikely that staff will implement a budgeting software in time to prepare the next biennial budget for FYs 2027 & 2028.

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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Valerie Abrego, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2026
Revenue Generating:	No
Appropriation Required Y/N:	Yes
Amount:	$105,319
Account No.:	604900

Discussion:

The total cost of the agreement, $183,395, will be funded by the Division of Innovation and Technology Budget (Fund 604).

Attachments

ClearGov Single Source

ClearGov Service Order and Service Agreement

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: 06/13/25

To: Purchasing Division

From: Management Services-Finance

Estimated Total Cost: $ 183,394.00

Proposed Vendor: ClearGov Inc.

Request Term: 08/01/25-06/30/27

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:

Please see attachment.

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:

Please see attachment.

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.
James Garland Miriam Valtierra Marie Datuin

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Please See Attachment

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

Prepared by — 06 / 16 / 2025 — Date

Department Director — 06 / 16 / 2025 — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

Rev 1.31.19

Doc ID: 410356448f089b270be42fe93231f2afc0d615a7

ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Alison Bekolay
Contact Phone	(414) 477-7627
Contact Email	abekolay@cleargov.com

Order Date	Jun 16, 2025
Order valid if signed by	**Jul 31, 2025**

Customer Information

Customer	City of Redlands	**Contact**	Danielle Garcia	**Billing Contact**	Danielle Garcia
Address	35 Cajon St, Suite 30	**Title**	Director of Management Services	**Title**	Director of Management Services
City, St, Zip	Redlands, CA 92374	**Email**	dgarcia@cityofredlands.org	**Email**	accountspayable@cityofredlands.org
Phone	(909) 798-7544			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	$ 45,000.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 4	$ (11,250.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ 33,750.00**
Subscription Services	**Tier**	**Service Fees**
ClearGov Base Platform - Civic Edition	Tier 4	$ 4,500.00
ClearGov Operational Budgeting - Civic Edition	Tier 4	$ 23,400.00
ClearGov Personnel Budgeting - Civic Edition	Tier 4	$ 23,400.00
ClearGov Capital Budgeting - Civic Edition	Tier 4	$ 23,400.00
ClearGov Digital Budget Book - Civic Edition	Tier 4	$ 16,100.00
ClearGov Transparency - Civic Edition	Tier 4	$ 14,800.00
Bundle Discount: Base Platform (50%)	Tier 4	$ (2,250.00)
Bundle Discount: Modules (25%)	Tier 4	$ (25,275.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 78,075.00**
TOTAL Subscription Service Fee Year 1 - Setup Services + 11-Month Pro-Rata - Billed ANNUALLY IN ADVANCE		**$ 105,318.75**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Activation	Aug 1, 2025	Aug 1, 2025	ClearGov Activation
Pro-Rata	Aug 1, 2025	Jun 30, 2026	ClearGov Subscription Services
Initial	Jul 1, 2026	Jun 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Aug 1, 2025	$33,750.00	One Time Setup Fee
Aug 1, 2025	$71,568.75	11 Month Pro-Rata Subscription Fee
Jul 1, 2026	$78,075.00	Annual Subscription Fee - Renewal Option

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

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Billing Terms and Conditions		
Valid Until	**Jul 31, 2025**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	ClearGov acknowledges that this Service Order is subject to ongoing appropriations by Customer's applicable appropriating body and/or board of directors.
Renewal Option	After the Initial Period, Customer shall have the option to renew this Service Order on an annual basis in accordance with the terms set forth herein by providing written notice of such renewal prior to the end of the then current annual term.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Mario Saucedo
Title	Mayor

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order type (ClearGov internal use only)			
Select Order Type for this Service Order	NL	**If XS: Original Service Order Date**	

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Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

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ClearGov Inc- Budget Preparation Software

Attachment: Exception to Bidding and Disclosure Statement

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1.

For (i) – The staff is recommending approval of the use of ClearGov Inc as a single source provider for government budget preparation software. Time is of the essence and requires immediate implementation to prepare for the City's next two-year budget cycle. Failure to procure and immediately implement this software will result in a delay of two years until the next budget preparation process. City staff selected ClearGov Inc by conducting an extensive informal evaluation of three different government budget preparation software programs. Hands on demonstrations were completed by all three vendors, and City staff used criteria unique to the City's budget needs to evaluate them.

3. Was an evaluation of other equipment, products, or services performed? If Yes, please explain the type of evaluation performed and provide all supporting documentation:

Yes. City staff reviewed three external Budget Preparation Software providers, ClearGov, Open Gov, and Euna. City Staff met with these vendors to determine how their software could provide efficiencies and improve our current budget processes. These vendors conducted a discovery meeting with the City to gain insight for what we were looking for in a budget software and subsequently provided demos to show how their software would serve the City. The City also wanted to seek software that could assist us in obtaining the Governmental Finance Officers Association (GFOA) Budget Award. The criteria used when evaluating the three vendors and demos were as follows:

1) Ease of use (software user-friendly)
2) Staff time savings provided by software
3) Streamlining of the overall budget process
4) Ability to automatically produce a digital and print friendly budget book
5) Ability to produce financial projections and labor costing
6) Governmental Financial Officers Association (GFOA) budget checklist to aid the City in obtaining this award.

All three of the reviewed products demonstrated unique strengths. All appeared to streamline current budget processes. ClearGov had a user-friendly look and feel at the data input level that was not a Finance infused spreadsheet appearance (ease of use). The interfaces for Euna and OpenGov had a spreadsheet- like appearance and were not as user friendly for the end user as ClearGov. Additionally, ClearGov has a GFOA budget award checklist built in the software to aid the City in going after this award in future years. We did not see this feature available in OpenGov and Euna. ClearGov also demonstrated superior budget workflow processes and more user-friendly features with providing notes/comments/attachments to justify budget requests for the current year and historical budget years.

Attached are proposal packets and quotations from the three software vendors.

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.

James Garland Miriam Valtierra Marie Datuin

5. Explain what action(s) the department would take if the single source services were no longer available.

Management Services-Finance would work with Purchasing to seek proposals. An RFP would be developed and advertised. A committee would review proposals and conduct agency interviews. This process could take between 3-6 months and cost extensively more. Additionally, because the City of Redlands runs on a two-year budget cycle, the 3-6 month delay in procurement would cause staff to miss the development of the budget for the upcoming Fiscal Years 2026-2027 and 2027-2028, as it will begin in January of 2026. This delay will not allow for procurement and implementation of budget software for another two years, thus time is of the essence and immediate procurement and implementation is recommended.

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We make the tools. You make the difference.

Say hello to affordable, user-friendly software built just for the public sector.

PREPARED ON
APRIL 2, 2025

PREPARED FOR
CITY OF REDLANDS

PREPARED BY
ALISON BEKOLAY
CLEARGOV, INC.

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Break up with spreadsheets. Fall in love with modern budgeting.

ClearGov

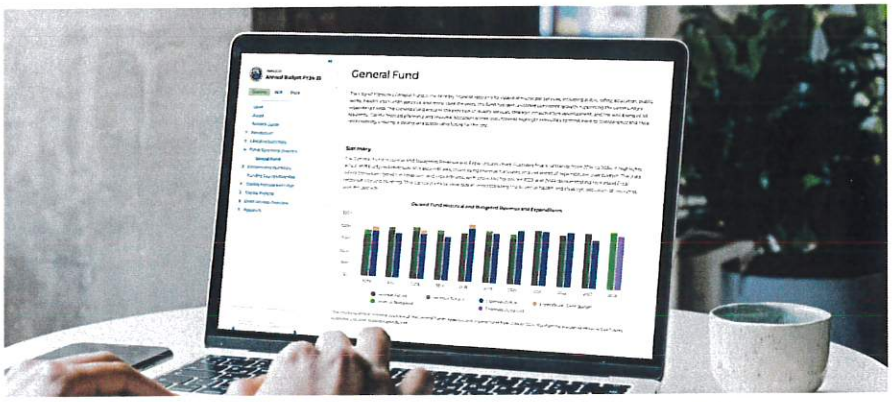
Budget Cycle Management

Discover the next-generation of cloud-based budgeting and performance management tools, engineered to empower our public servants.

Digital Budget Book

Produce an award-winning budget book in a fraction of the time.

- Present your budget book as a website or a PDF to exceed viewing expectations.
- Automate the creation of fund summary pages, charts, tables and more.
- Meet and exceed GFOA award criteria with a built-in checklist and auto-generated content.



Capital Budgeting

Automate the way you prioritize capital requests to streamline your CIP process.

- Manage budget requests efficiently with ClearGov's web-based forms.
- Score and rank capital requests based on custom criteria to prioritize requests.
- Build different scenarios to determine the optimal combination of capital requests.



Personnel Budgeting

Build your personnel budget with powerful tools that ensure you've calculated every layer of cost.

- Easily manage salaries, benefits, and vacancies, and inform union negotiations.
- Plan future scenarios and analyze how each impacts your budget at multiple levels.
- Streamline position requests from department heads.



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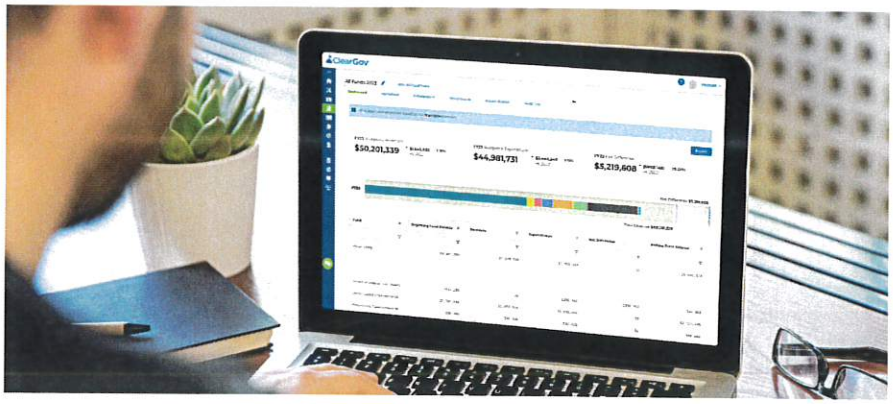
Operational Budgeting

Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

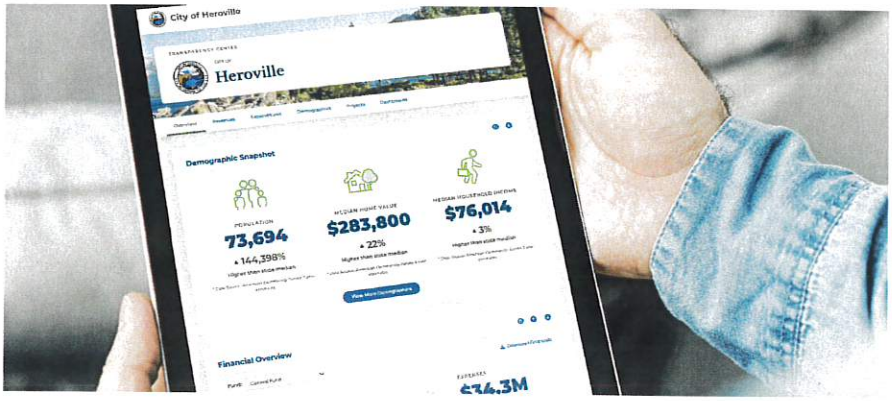
- Invite team members to collaborate and edit portions of the budget in real-time.
- Gain a complete view of all your funds and effectively track your budget versions.
- Experience an interactive dashboard that updates in real-time as changes are made.



Transparency

Tell your financial story in a way everyone can understand to drive community support.

- Display complex data with powerful visuals and infographics on a polished website.
- Customize your profile with charts, images, dashboards, and more.
- Easily add narrative to the numbers to provide context for stakeholders.



Strategic Planning

Drive collaborative progress, real-time insights and budget impact for your strategic plans.

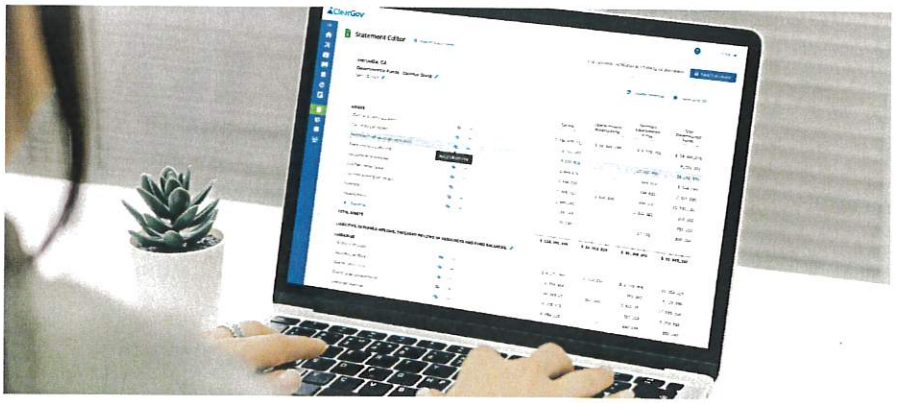
- Plan, execute and track your plan with seamless collaboration across departments.
- Assign ownership, set KPIs, allocate budget and communicate the progress in real-time.
- Present your plans online as a polished website or turn them into a shareable PDF.



Digital Financial Reporting

Our purpose-built solution helps you build interactive financial reports in record time.

- Build pages quickly with pre-built templates and easily customize each section.
- Centralize communication between teams and auditors to accelerate approvals.
- Present your document in website, mobile, and PDF formats for optimal viewing.



Your California ClearGov Community

ClearGov

Working with cities, counties, special districts, and schools across all 50 states

130+

Communities in California

1,300+

Communities across the USA

City of West Hollywood
California 1984

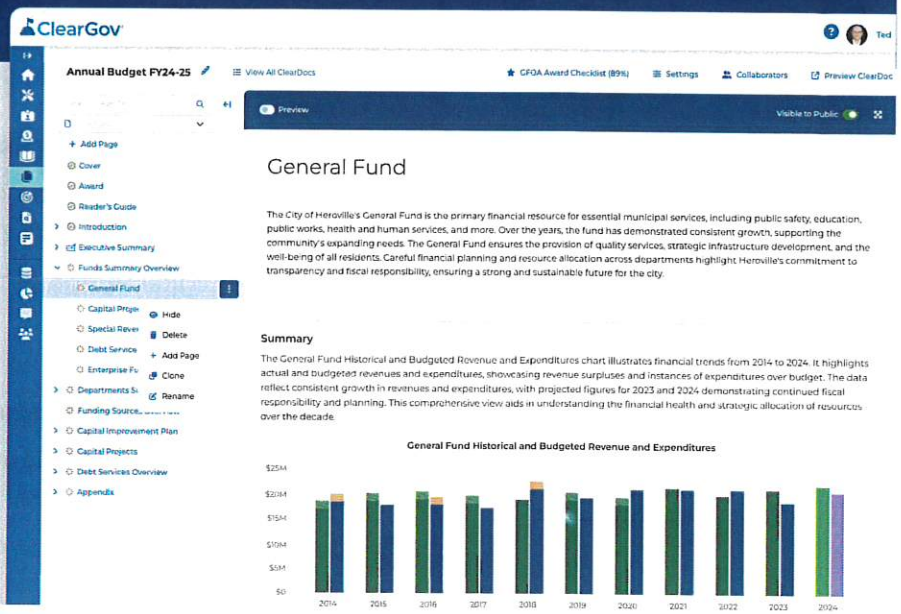
Build an award-winning budget book in a fraction of the time.

ClearGov

Digital Budget Book

ClearGov's Digital Budget Book solution instantly generates your budget book framework — including pages, charts, tables, and more.

- ✓ Save time and elevate your public presentation
- ✓ Present online and PDF versions effortlessly
- ✓ Strengthen collaboration across departments
- ✓ Improve data accuracy and reduce the risk of errors
- ✓ Ensure ADA compliance with an online budget book



Modernize your budget book process for citizens and staff.

Produce web, mobile, and PDF versions
Create a polished budget book that can be presented in multiple formats effortlessly to exceed public expectations for optimal viewing.

Customize content and pages
Build a beautiful book with flexible pages that are easy to use, ADA compliant, and fully customizable — no designer needed.

Follow a GFOA Budget Award checklist
Meet and exceed the criteria for the GFOA Distinguished Budget Presentation Award with an interactive checklist to follow.

Save time with auto-generated content
Key content is generated automatically — creating a customizable framework that enhances data comprehension for users.

Strengthen departmental collaboration
Invite team members to easily add content to their assigned sections to streamline collaboration and improve efficiency.

Leverage automatic data updates
Revenue and expense data are updated automatically as your budget changes, so you don't have to manually.

ClearGov is an absolute no-brainer. This is an extremely well-built and user-friendly tool. It is absolutely achievable in one budget season...if you are producing a manual budget book, this should absolutely be your last year. I cannot speak more highly of the support team. This is a stellar product, easy to implement, and you will not regret it.

- Melissa McCaw, CAO & Finance Director, East Hartford, CT

Resources

Unlock the value of Digital Budget Book with the resources below. Explore a video demo and hear success stories to discover how ClearGov modernizes the budget book process.

Micro-Demo: Digital Budget Book in Under 3 Minutes

Watch a short video offering an overview of Digital Budget Book features, showcasing the product's user interface and workflows.

Watch the Digital Budget Book Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Christian County, MO as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Christian County, MO

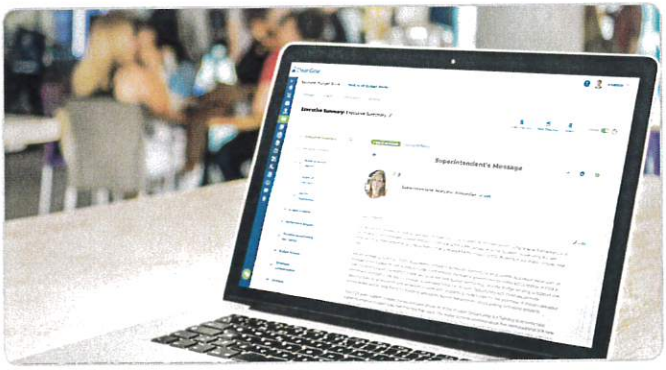
Case Study: Real-World Achievements

Learn how Cocoa, FL uses Digital Budget Book to create an engaging, ADA compliant budget book with ease.

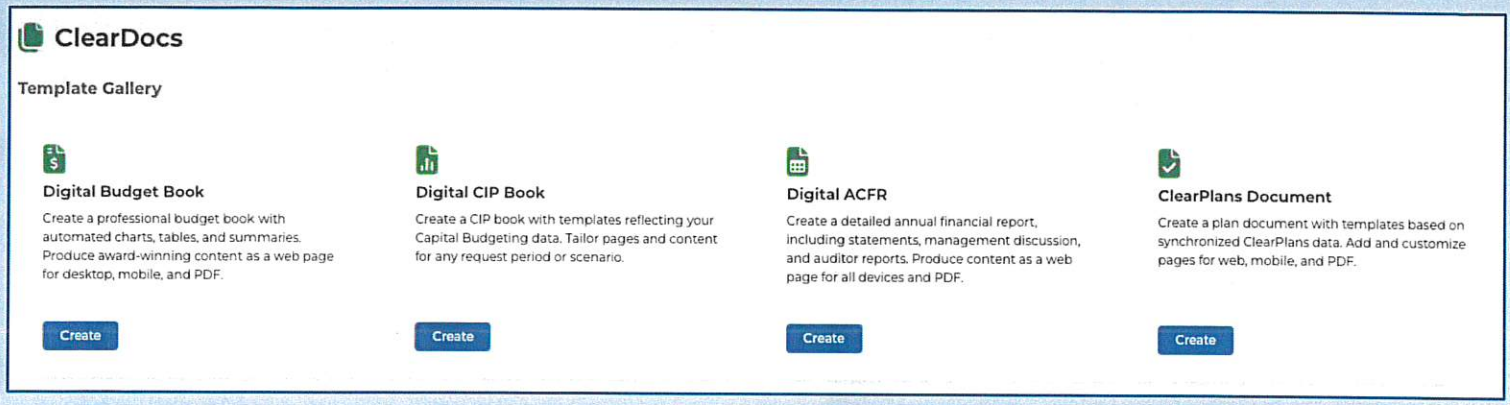
Read the Case Study - Cocoa, FL

The manual process of putting together the budget, the back-and-forth with department heads, and consolidation of spreadsheets and word documents was honestly a nightmare. It was time to modernize, and with ClearGov we were able to fulfill our commitment to process improvement, transparency, and better community engagement.

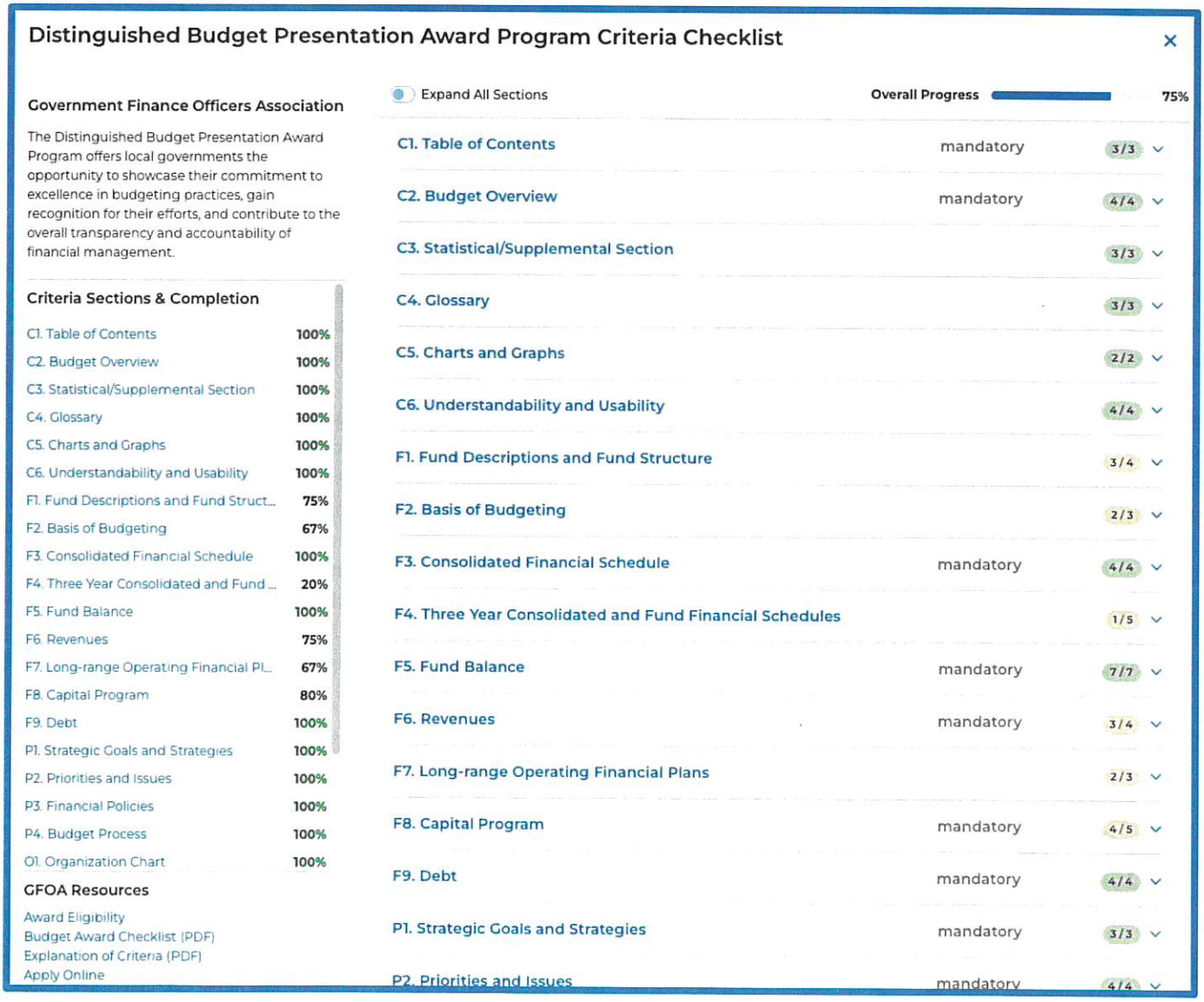
- Tony Struck, Budget Director, Yuma County, AZ



Build the Documents YOU Need with ClearDocs



Built-in GFOA Award Checklists



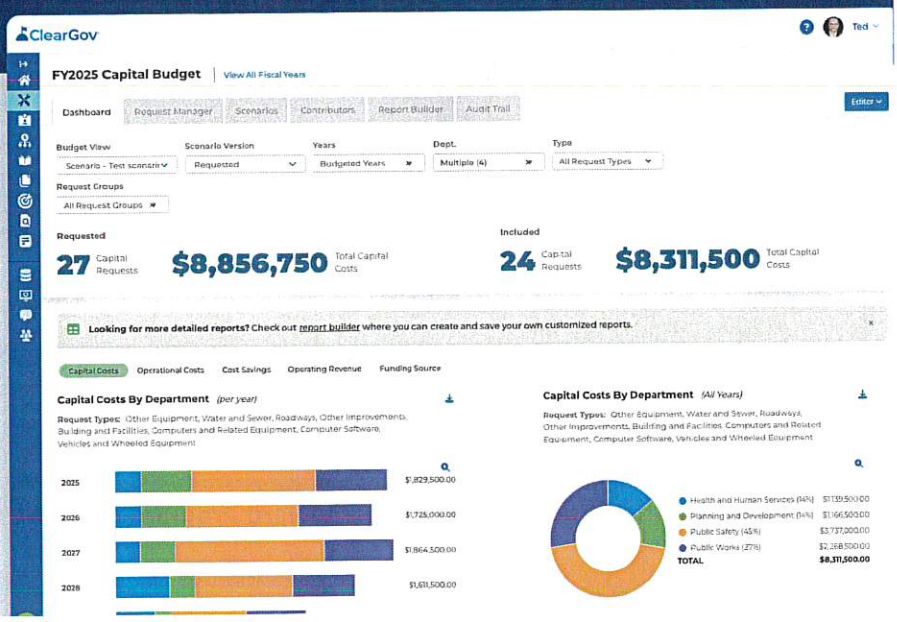
Your assets deserve the best budgeting solution.

ClearGov

Capital Budgeting

Create your capital budget with a modern solution designed to address the unique needs of the CIP process.

- ✓ Visualize the impact of each requested project
- ✓ Collect capital requests efficiently
- ✓ Prioritize projects automatically
- ✓ Make informed, data-driven decisions
- ✓ Plan for every budget scenario



Discover the future of efficient capital budgeting.

Visualize metrics in a powerful dashboard

Our dashboard centralizes all your capital budgeting needs, creating in-depth insights into capital requests.

Streamline budget requests

Process capital requests from department heads efficiently with forms that automatically feed your dashboard.

Use scoring to prioritize requests

Let department heads score and rank requests based on any criteria you see fit – even align requests with your strategic plan.

Plan for every budget scenario

Build different scenarios and watch graphs adjust in real-time to determine the optimal combination of capital requests.

Create reports effortlessly

Use our preformatted reports or build custom reports to export data as a spreadsheet or PDF to share your budget.

View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

BEAUMONT
CALIFORNIA

Using ClearGov for the Capital budgeting has really saved us a lot of time. Everyone could go into one place and do all their requests and then finance can go in and see all the requests in one place — and have them actually categorized!

- Jennifer Ustation, Finance Director, Beaumont, CA

Resources

Unlock the value of Capital Budgeting with the resources below. Explore a video demo and hear success stories to discover how ClearGov streamlines the CIP process.

Micro-Demo: Capital Budgeting in Under 3 Minutes

Watch a short video offering an overview of Capital Budgeting features, showcasing the product's user interface and workflows.

Watch the Capital Budgeting Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Bristol, CT as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Bristol, CT

Case Study: Real-World Achievements

Learn how Beaumont, CA streamlined the collection of requests across departments and modernized their processes with Capital Budgeting.

Read the Case Study - Beaumont, CA

ClearGov has made budgeting a lot easier and more efficient. Before ClearGov, many questions came from the finance department, like 'What is this project about?' or 'Can you email me exhibits, plans, PDFs or pictures?' Now, I can submit an explanation and all supporting documentation along with my initial budget request, so we no longer have a lot of back-and-forth Q&A. I can effectively communicate the importance of the projects I'm submitting, which increases the likelihood of getting my projects funded. The budgeting process now takes less "calendar time and effort.

- Arash Moradkhani, Transportation Manager, Alpharetta, GA



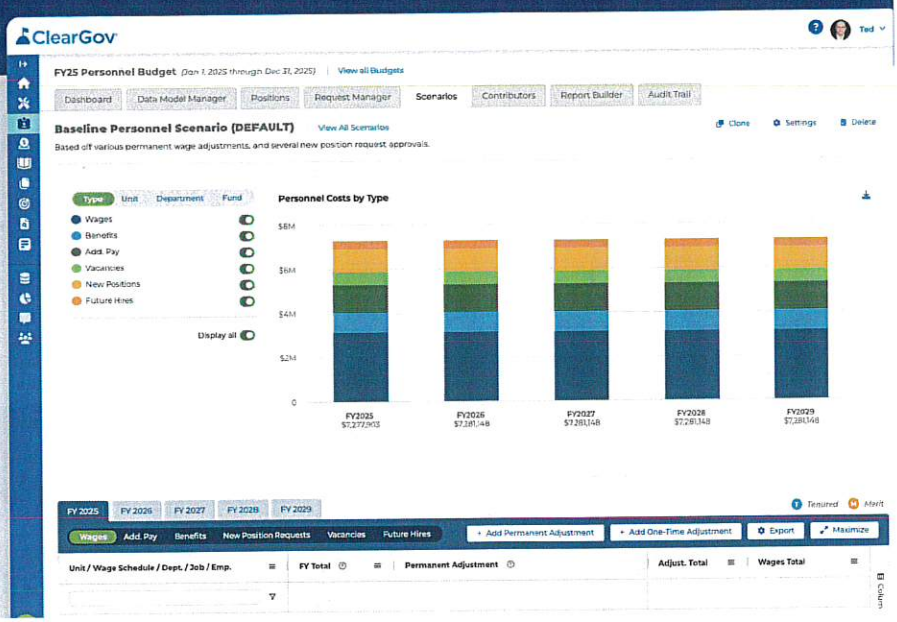
The biggest share of your budget just got easier.

ClearGov

Personnel Budgeting

Plan for the future of your workforce with confidence, knowing you've accounted for every layer of the cost.

- ✓ Efficiently plan for new positions and vacancies
- ✓ Compare salary and benefits across scenarios
- ✓ Improve collaboration across departments
- ✓ Gain the upper hand in union negotiations
- ✓ Track edits in an audit trail for historical record



Discover streamlined salary and benefits forecasting.

Visualize metrics in a powerful dashboard
Experience a holistic perspective of your staffing statistics and effortlessly compare salary and benefits budget scenarios.

Streamline position requests
Efficiently manage new position requests from departments and instantly see how each position affects the budget.

Plan for vacancies efficiently
Create and fill vacant positions on specified dates easily and include these in your various budget scenarios.

Demystify union negotiation planning
Set up units and create multi-year scenario plans to analyze the impact of salary and benefit adjustments.

Create multi-year forecasts
Create scenarios forecasting into the future and manage your budget by dollar amount or percentage adjustments.

Build reports effortlessly
Access pre-built reports or create your own easily to share comprehensive personnel budget data with stakeholders.

Personnel Budgeting is a really powerful tool, so if you ever need to adjust your personnel expenses, assumptions, pay, healthcare, retirement, or FTEs, then it's not too hard. I think if you were to do it in Excel, you don't even know for sure if everything in Excel is all correct. If we were to do it again, we would.

- Will Fuentes, Finance Director, City of Campbell, CA

Resources

Unlock the value of Personnel Budgeting with the resources below. Explore a video demo and hear success stories to discover the efficiencies of salary and benefits forecasting with ClearGov.

Micro-Demo: Personnel Budgeting in Under 4 Minutes

Watch a short video offering an overview of Personnel Budgeting features, showcasing the product's user interface and workflows.

Watch the Personnel Budgeting Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Flowery Branch, GA as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Flowery Branch, GA

Case Study: Real-World Achievements

Read about a client who faced challenges and used Personnel Budgeting to find effective solutions that transformed their budget processes.

Read the Case Study - Campbell, CA

Flowery Branch

My advice to other cities who are looking to get away from Excel spreadsheets is to take the leap. ClearGov gave us that opportunity to pull it together and use our time much more efficiently.

- Krystle Hightower, Budget & Purchasing Manager
Flowery Branch, GA



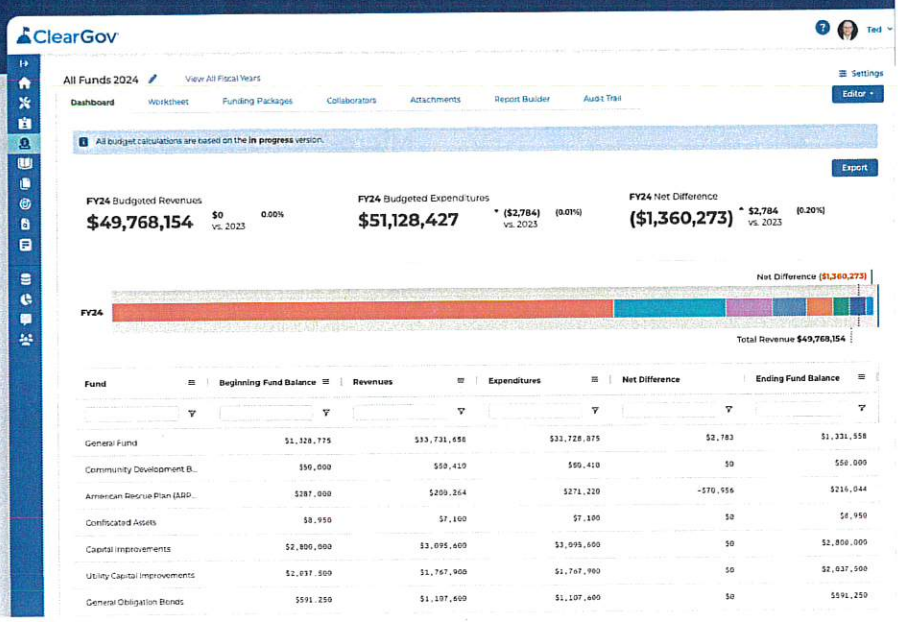
A solution your department heads will thank you for.

ClearGov

Operational Budgeting

ClearGov's collaborative budgeting software turns the traditional challenges of creating an operating budgeting into an efficient, seamless process.

- ✓ Create an intelligent forecast with ease
- ✓ Initiate your baseline budget with a single click
- ✓ Streamline requests and approvals
- ✓ Access visual breakdowns of historical vs actuals
- ✓ View the impact of budget changes instantly



Streamline the process from baseline to adoption through amendments.

Visualize metrics in a powerful dashboard

Dive into your budget data with our interactive dashboard that updates in real-time to reflect edits to your budget as they're made.

Track budget versions with ease

Gain a complete view of all your funds, edit line item and sub-line item details, and save versions of your budget as it progresses.

Flexible options for multi-year budgeting

Plan for annual, biennial, or multi-year budget cycles with accurate end-of-year projections and efficient future forecasts.

Strengthen collaboration across teams

Invite team members to submit funding requests easily and centralize all justification notes, attachments, and more.

View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

Create reports effortlessly

Easily create, customize, and export tailored reports for a comprehensive view of your budget.

Pulling data from our financial software and putting it in Excel creates a lot of room for errors. We spent hours laboriously reconciling data across multiple spreadsheets and tabs, and every time a last minute change was made it created a ripple effect that triggered more reconciliation. ClearGov eliminated that reconciliation and shaved off more than 70 hours from our annual budget process.

- Courtney Sladek, City Manager, City of El Campo, TX

Resources

Unlock the value of Operational Budgeting with the resources below. Explore a video demo and hear success stories to discover how ClearGov streamlines the budget process with a collaborative approach.

Micro-Demo: Operational Budgeting in Under 3 Minutes

Watch a short video offering an overview of Operational Budgeting features, showcasing the product's user interface and workflows.

Watch the Operational Budgeting Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Fair Oaks Ranch, TX as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Fair Oaks Ranch, TX

Case Study: Real-World Achievements

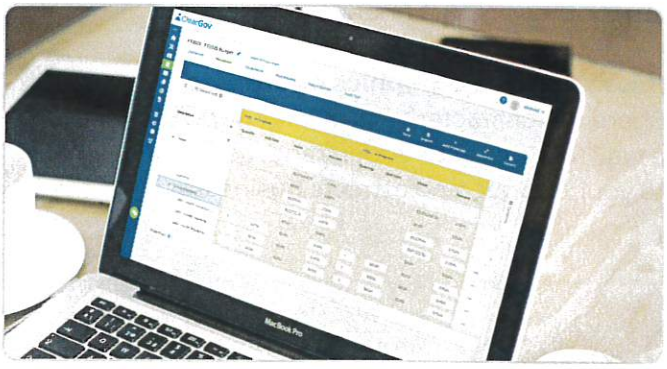
Read about a client who faced challenges and used Operational Budgeting to find effective solutions that transformed their processes.

Read the Case Study - Page, AZ

City of Red Wing

The department heads have really liked Operational Budgeting; it was easier for them to use. We didn't have to send them the entire budget sheet and they had to find their section; I could just send their section to them and they updated it.

- Sue Iverson, Finance & Accounting Manager
  Red Wing, MN



Tell your financial story to drive community support.

ClearGov

Transparency

ClearGov's Transparency solution turns your complex financial data, demographic statistics, and other metrics into a web-based profile for your community.

- ✓ Simplify your financial story
- ✓ Engage residents and stakeholders
- ✓ Make data accessible on any device
- ✓ Centralize the facts
- ✓ Save staff time and reduce inquiries



Build trust and accountability through a modern approach.

Auto-generate compelling content
ClearGov generates powerful visuals to populate your pages automatically, based on your budget data and public sources.

Demystify your financial data
Present data using compelling infographics that are simple for anyone to understand — even if they aren't a finance expert.

Showcase demographics effortlessly
Share the characteristics of your population in a way that's easy to understand, adds context to your budget, and attracts businesses.

Give departments a platform to shine
Invite department heads to create their own dashboards to share their story, highlight performance metrics, and more.

Enhance pages with custom charts
Dynamic charts are automatically populated using your data — and you'll have full access to a robust chart builder to create more.

Drive citizen engagement
Encourage constituents to comment on your ongoing activities or ask questions in a platform where you can control the dialog.

We were impressed with the ClearGov solution from the start, especially the clean, simple interface. They are experts at presenting complex information in an easy-to-understand and visually-appealing way. And, as our partners, they have been responsive and professional.

- Christopher Bradbury, Village Administrator, Rye Brook, NY

Resources

Unlock the value of Transparency with the resources below. Explore a video demo and hear success stories to discover how ClearGov redefines transparency with an easy-to-use solution.



Micro-Demo: Transparency in Under 3 Minutes

Watch a short video offering an overview of Transparency features, showcasing the product's user interface and workflows.

Watch the Transparency Micro-Demo



Client Testimonial: Success Stories in Their Own Words

Hear directly from Flowery Branch, GA as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Flowery Branch, GA



Case Study: Real-World Achievements

Learn how Lemont, IL translated dense fiscal data into a digestible, user-friendly format that taxpayers can easily access and understand.

Read the Case Study - Lemont, IL

ClearGov has been one of the best government transparency tools I've worked with. Like many organizations these days, we've had a dip in revenues, and so we've had to cut our expenses. This caused concern in the community. So one of the best aspects of ClearGov is the ability to present our finances to residents in a clear and understandable way that fosters trust between the city and the community.

- Lynn Cormier
  Director of Community & Rec Services
  Page, AZ



Investment

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:

- A ***one-time investment*** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:

- A flat ***annual investment*** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees.

Scenario A: Operational Budgeting, Personnel Budgeting, Digital Budget Book

Module Selection	
Plan & Track	
Strategic Planning	
Capital Project Tracking	
Budget	
Operational Budgeting	x
Personnel Budgeting	x
Capital Budgeting	
Report	
Digital Budget Book	x
Digital Fin. Reporting	
Engage	
Transparency	

One-Time Setup Investment	
Total Net Setup Investment	$ 22,950.00

Annual Investment	
Total Annual Investment	$ 56,840.00

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ClearGov Scenario B: Adding Capital Budgeting

Module Selection	
Plan & Track	
Strategic Planning	
Capital Project Tracking	
Budget	
Operational Budgeting	x
Personnel Budgeting	x
Capital Budgeting	x
Report	
Digital Budget Book	x
Digital Fin. Reporting	
Engage	
Transparency	

One-Time Setup Investment	
Total Net Setup Investment	$ 28,800.00

Annual Investment	
Total Annual Investment	$ 71,290.00

ClearGov Scenario C: Adding Capital Budgeting + Transparency

Module Selection	
Plan & Track	
Strategic Planning	
Capital Project Tracking	
Budget	
Operational Budgeting	x
Personnel Budgeting	x
Capital Budgeting	x
Report	
Digital Budget Book	x
Digital Fin. Reporting	
Engage	
Transparency	x

One-Time Setup Investment	
Total Net Setup Investment	$ 33,750.00

Annual Investment	
Total Annual Investment	$ 78,075.00

Training & Support

ClearGov solutions are designed to be intuitive and easy-to-use. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can successfully launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices.

98% Customer satisfaction with onboarding

96% Customer satisfaction with training

75% Data Onboarding Consultants have local government finance experience

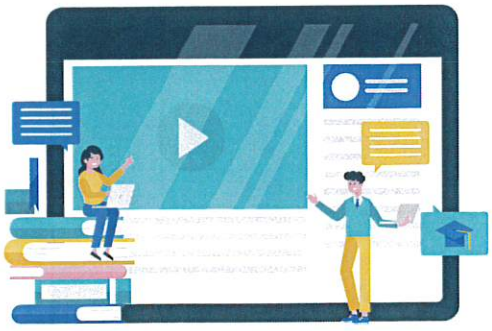
Training

For starters, we have developed comprehensive courses that provide you with step-by-step instructions on how to configure and use ClearGov. Your Implementation Manager (IM) will recommend and enroll you and your team in ClearGov Academy courses to help meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption.

ClearGov Workshops

In addition, instructor led training is available in workshop format. ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is highly recommended that Workshop Attendees complete the ClearGov Academy courses prior to attending a ClearGov Workshop.

- ClearGov will provide a remotely-delivered Workshop for each product in your subscription.
- ClearGov Workshops may be attended by both Administrators/ Editors and Department Heads/Contributors.
- All Workshops are recorded for future reference and to train new hires.



Support Center

All ClearGov users have access to a frequently updated online Support Center filled with hundreds of how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

Training & Support

Client Success Manager

When the onboarding process is complete, the IM will introduce you to your Client Success Manager (CSM). Your CSM is available by phone and email and will work with you to get the most out of ClearGov's platform. CSMs are generally available 9:00AM to 5:00PM, Monday through Friday (excluding holidays). Your CSM will inform you of their specific availability. Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

- Jodi Cuneo, CGA, Town Accountant, Walpole, MA

ClearGov Support & Data Team

For questions on how to use ClearGov or to report a technical issue, you will be able to reach a Support Specialist via support@cleargov.com during business hours (Monday through Friday, 8:00AM to 8:00PM Eastern). Our Support Team is committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

For data updates, you can update your own statistics through our financials application or you can submit a request to our data team via this request form. Our standard lead time to complete an update is five business days. However, if you need an update completed sooner to meet a deadline, just let us know. Straightforward uploads or changes often are completed within one or two business days.

Product Enhancement Requests

We absolutely love hearing from our Customers - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are the direct result of client feedback.

When you have a request for a product enhancement, please submit your idea(s) to support@cleargov.com or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

"Working with ClearGov, I'm most happy with the end result – the product that we're able to show, and the fact that ClearGov continues to take enhancement requests and continues to evolve the program. We want to be a leader in that with ClearGov. We have a lot of good ideas!"

- Jan Neufeld, CFO, Altus, OK



"I've enjoyed working with ClearGov. I really am impressed with how the products have been built. It's amazing that they know very well what we need. Not many do."

Will Fuentes, CPFO, MBA
Finance Director
Campbell, CA

ClearGov®

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EUNA solutions

EUNA

Budget Professional Proposal

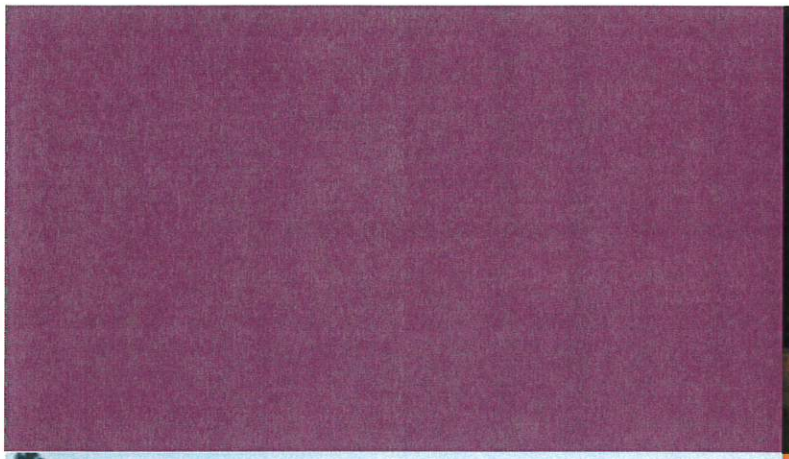
Prepared for:

City of Redlands CA

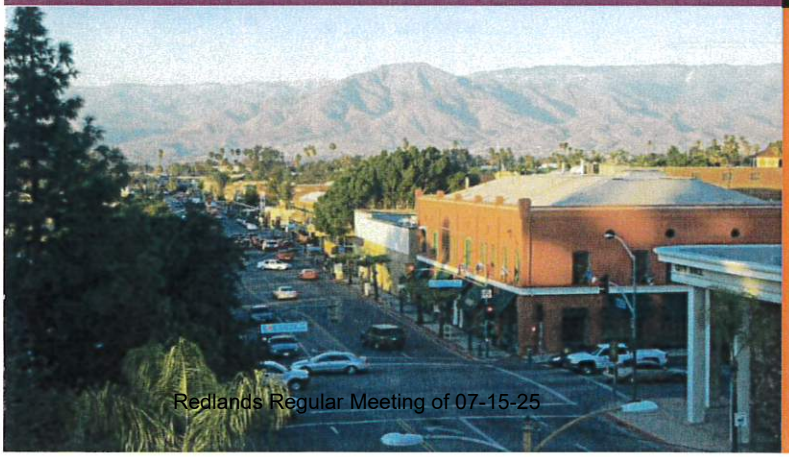
Prepared by:

Carlos Perez
Carlos.perez@eunasolutions.com

April 2025







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EUNA solutions

"Euna Budget has streamlined and simplified our budgeting and reporting processes. They were responsive to our needs during implementation, and more importantly, continue to provide excellent customer service after the project ended."

Roger Davis
Manager, Planning and Analysis

"Great software, easy to use and makes budgeting much easier."

Betty Quinlan
Director of Corporate Services

Dear City of Redlands Finance Team,

At Euna Solutions, our mission is clear: We exist to build trust and enable transparency in our communities. We believe that technology has the power to transform government operations, making them more efficient, open, and responsive to the needs of the people they serve.

As your trusted partner, we are dedicated to delivering solutions that empower government organizations to operate with greater clarity, accountability, and efficiency. Our innovative technology is designed to simplify complex processes, enhance decision-making, and foster stronger connections with your constituents.

We understand the unique challenges you face, and we are here to help you navigate them with confidence. By working together, we can achieve a more transparent, trusted, and inclusive future for the communities you serve.

I look forward to welcoming you to the Euna family!

Sincerely,

Tom Amburgey,
CEO, Euna Solutions

Contents

01 Letter from Euna's CEO

02 About Euna Solutions

03 Solution Overview

04 Security / Integration

05 Implementation / Ongoing Support

06 Cost Justification / ROI Calculators

07 Closing Thoughts

08 Price Sheet



EUNA™ solutions

EUNA solutions

Building trust and transparency in communities through purpose-built technology.

Euna Solutions is a leading provider of purpose-built, cloud-based solutions that power critical administrative functions and financial operations for the public sector, offering easy-to-use solutions for budgeting, procurement, payments, grants, permitting, and special education that are proven to increase efficiency, transparency, collaboration, compliance, and trust.



The CLOUD Awards

100 GOVTECH COMPANY 2024

GOLD

Our impact on the communities we serve.

$538B
Funds managed by **Euna Budget**

$34B
Transactions in **Euna Procurement**

$25M
Funds awarded through **Euna Grants**

$4.9B
Transactions in **Euna Payments**

650K
Students supported by **Euna Special Education**

Data for the period 1/1/2023 - 12/31/2023

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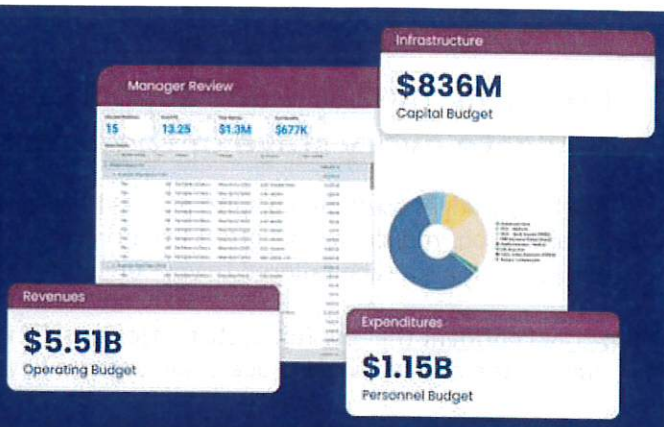
EUNA

Budget Professional

A Full-Cycle Budget Solution

Purpose-built for the Public Sector.



Equipping the Public Sector With Industry-Leading Tools to Streamline the Entire Budget Cycle

We're 100% focused on public sector budgeting. Our cloud-based solution covers the entire budget cycle from start to finish, integrating multiple budgeting tools into one unified experience. The result? Simplified strategic budgeting, collaborative workflows, efficient reporting, and greater transparency for your community.

Our team's public sector backgrounds give us firsthand insight into the unique challenges public sector organizations face when preparing, managing, and sharing budget details. We leverage this experience to ensure your success.

Experience, Innovation, and Results You Can Count On

Streamlined Workflows and On-Demand Reporting

Euna Budget streamlines your workflows, reduces manual efforts, and encourages department collaboration for cohesive and effective budget planning.

25%

Time Saved on Development and Reporting

The Most Trusted Budget Solution

Our purpose-built solutions have been helping over 1,000 public agencies across North America better serve their communities for the past 26 years.

$250B+

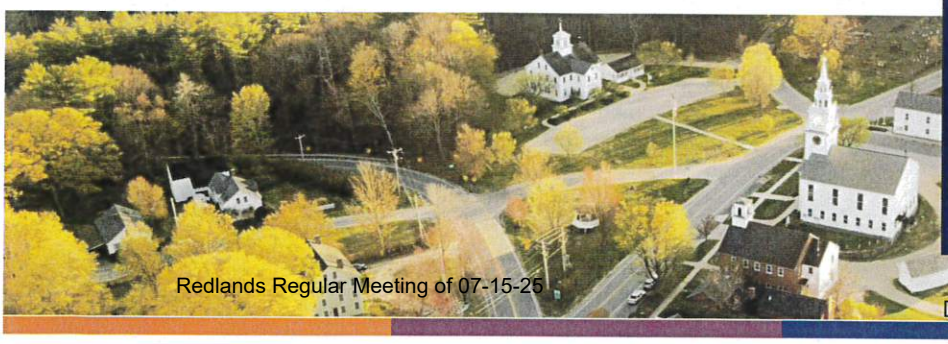
Public Sector Budgets Managed

Committed to Your Long-Term Success

We're dedicated to nurturing collaborative relationships that drive innovation, sharing of best practices, and mutual success in leveraging our solutions.

97%

Customer Retention Rate



"We've been pleased with how easy and logical the Euna Budget system is to use. We now have a powerful budgeting tool that enables all users to properly track and manage their own budgets, allowing the Finance team to spend more time on analysis and planning."

Bryan Archer, CPA
Director of Finance
City of Arvada, CO

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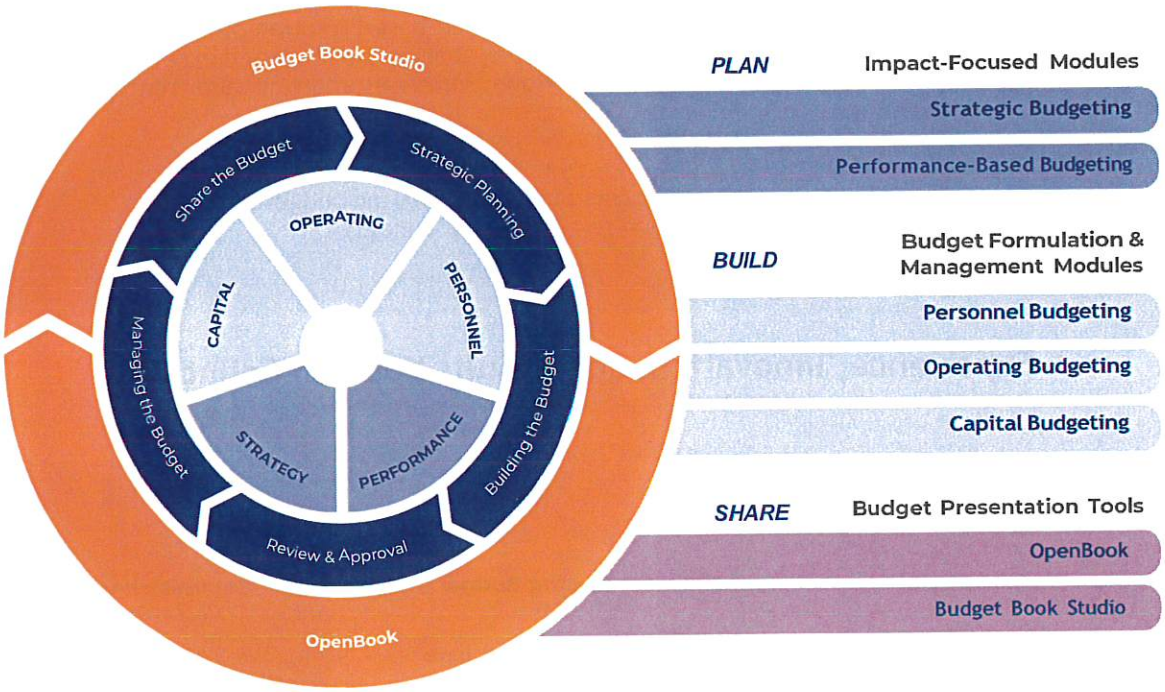
Providing the tools and support you need to navigate every stage of the budget cycle.

The Euna Budget solution is a suite of cloud-based modules, purpose-built to increase efficiency, foster collaboration, reduce manual effort and bring new value to the communities you serve. Choose the modules and tools you need for a solution tailored to your organization.

We're confident that our full-cycle budgeting solution is the right fit for your needs, providing powerful features that simplify the entire budget process and uncover key insights that may have been buried in spreadsheets.

- Easy To Use Tools
- Collaborate Across Teams
- Build Transparency and Trust

A Full-Cycle Budget Solution



PLAN

Impact-Focused Tools

Euna Budget empowers organizations with data-driven planning, ensuring every dollar aligns with strategic goals. With performance-based and strategic budgeting tools, teams can set clear objectives, track progress, and seamlessly connect their financial plans to broader organizational priorities.

BUILD

Budget Formulation & Management Modules

Streamline budget creation with Euna Budget's comprehensive suite of tools. From capital and operating budgeting to precise personnel forecasting, our platform simplifies budget development with collaborative workflows, effortless tracking, and intuitive management —ensuring accuracy and efficiency at every step.

SHARE

Budget Presentation Tools

Enhance transparency and engagement with Euna Budget's sharing capabilities. With OpenBook's visualization tools and Budget Book Studio's dynamic publishing features, organizations can easily communicate financial plans to internal and external stakeholders—fostering trust, accountability, and informed decision-making.

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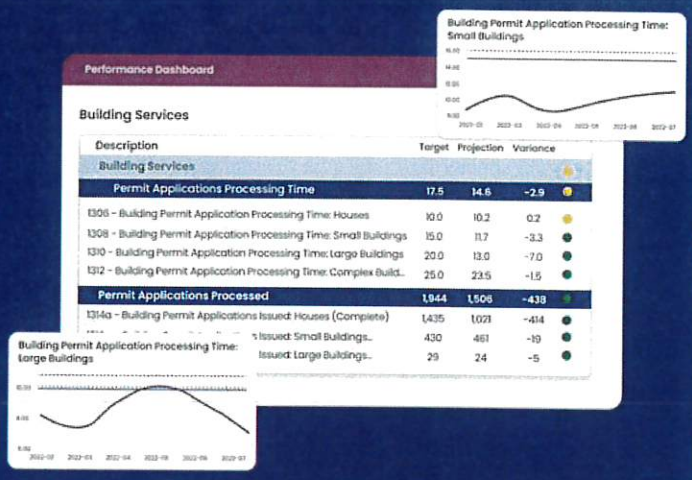
EUNA

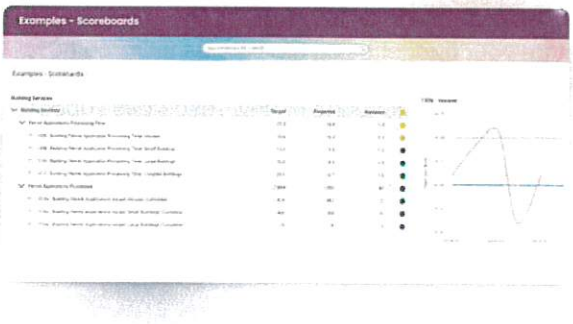
Budget Professional

Performance-Based Budgeting
Module

Drive Success with Dynamic Performance Tracking.

The Performance Management Module simplifies the tracking and measurement of KPIs, connecting them with budget elements for optimal success.

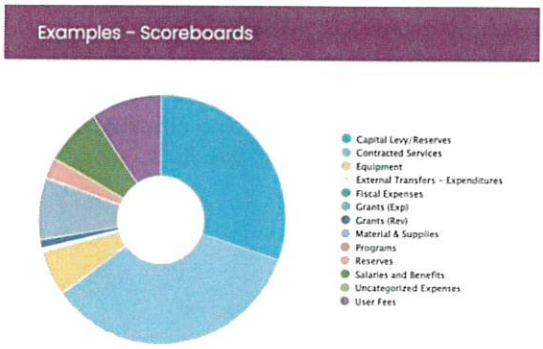




Track Unlimited KPIs

Set and track as many KPIs as needed to measure the inputs, outputs, and efficiencies of your programs throughout the year, ensuring you can evaluate their effectiveness. Regular reminders and alerts keep you updated and on task.

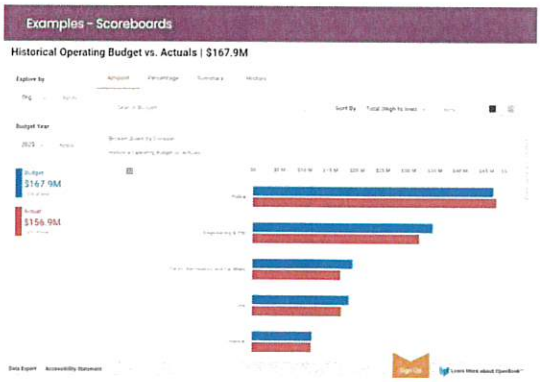
- Track unlimited budget and non-budget KPIs
- View real-time KPI updates to make timely decisions



Personalize Your KPI Dashboard

Customize your dashboards to track all organizational KPIs, allowing you to control the structure and layout to prioritize key information.

- Personalize dashboard layouts
- Key metrics displayed prominently



Analyze Data Effectively

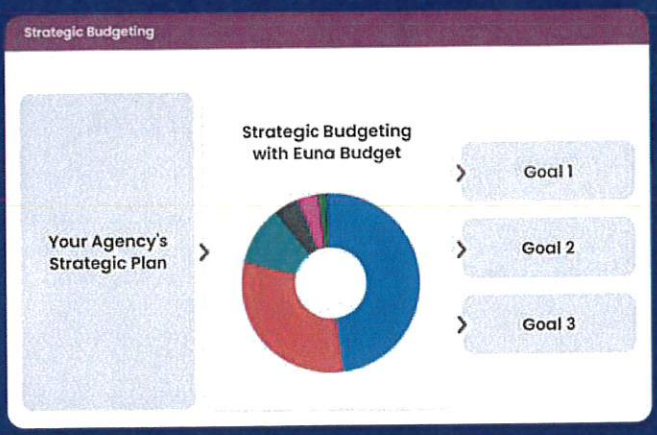
Go deeper with interactive analytics tools that allow you to drill down from strategies to programs to initiatives, providing a holistic view of your agency's goals. Explore relationships, identify trends, and gain insights that drive strategic decision-making.

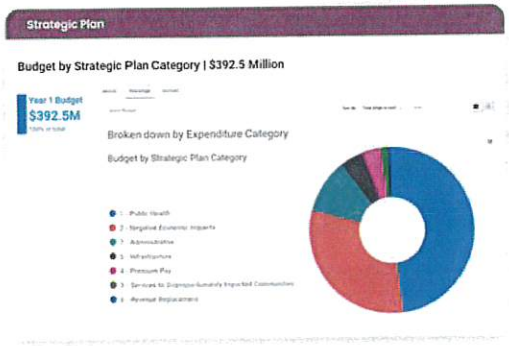
EUNA
Budget Professional

Strategic Budgeting
Module

A New Approach to Strategic Budgeting.

Seamlessly connect the dots between the strategic plan and your budget to create a future where budgetary accountability and strategic achievements go hand in hand.

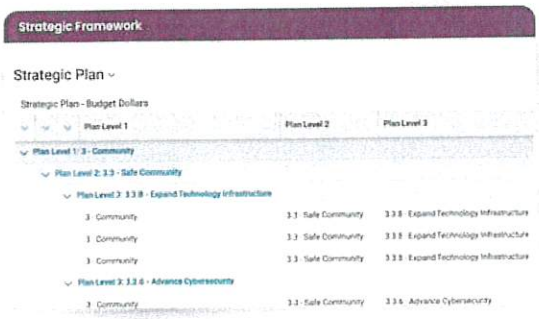




Track Strategic Investments

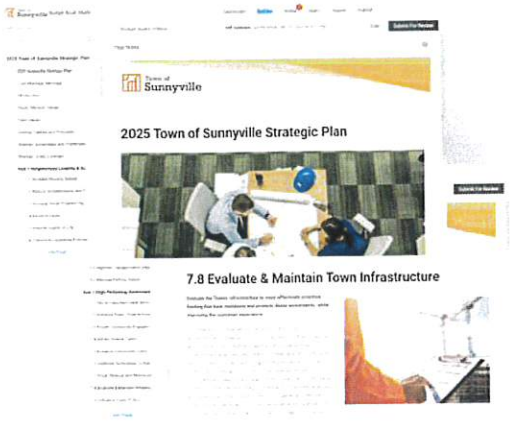
Structure your budget using multiple tiers, including overarching goals, objectives, and supporting initiatives, enabling precise monitoring of how resources support your agency's mission and strategic plan.

- Tie cost centers or line items to strategic priorities
- Track personnel allocated to each goal



Manage Resource Allocations

Map the strategic plan to budget line items using the strategic budgeting framework. This facilitates real-time monitoring and adjustments, keeping strategic planning agile and aligned with changing priorities.



Publish and Share With Your Community

Use our publishing tool to to create strategic plans, much like an annual budget book, using pre-built templates based on real examples and best practices. Integrated into Euna Budget, it facilitates the creation of online strategic plans for sharing with the community.

- Article-style presentations and data visualizations
- Mobile-friendly digital strategic plans

EUNA

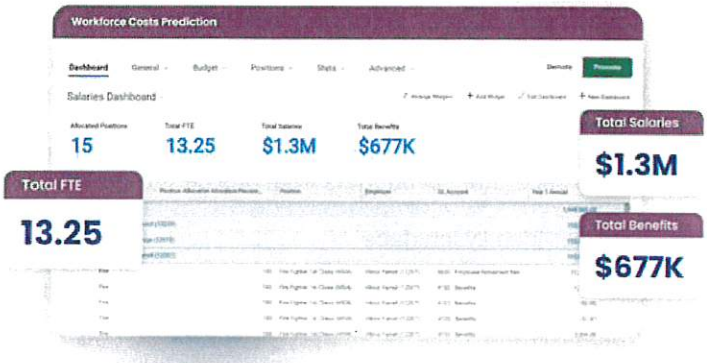
Budget Professional

Personnel Budgeting
Module

Master Workforce Budgeting with Precision Forecasting and Simplified Planning.

The Personnel Budgeting Module accurately forecasts and calculates staffing costs-including salaries, benefits, allowances, and increases—while seamlessly integrating budget updates throughout the year.

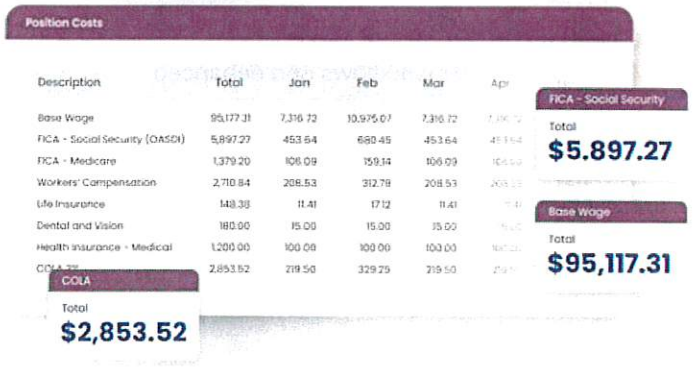




Predict and Analyze Workforce Costs

Use data-driven modeling and forecasting tools to accurately predict costs for all positions, providing your team with a clear picture of the year ahead.

- Special costing modes for vacant and planned positions
- Flexible benefit modeling with automatic qualification rules and amount calculations



Streamlined Compensation Calculation

Efficiently determine salaries, grid-based compensation, and overhead costs such as benefits, allowances, and employer taxes, while differentiating union and contract positions using separate pay scales.

- Supports benefits-on-benefits calculations
- Enter base wages as distinct salary values or as percentiles within a configured grade range



Simplify Position Allocation

Previously one of the most challenging tasks, allocating position funding has now been simplified. Efficiently allocate position funding across multiple budget elements and account segments.

- Allocate positions across multiple funding sources, including cost centers and grants.
- Keep position data consistent with automatic updates to allocations.

EUNA

Budget Professional

Operating Budgeting
Module

Simplified Budgeting for Every Department.

The Operating Budgeting Module streamlines the creation, management, and reporting of clear operating budgets through efficient workflows and collaborative tools that put you in control.

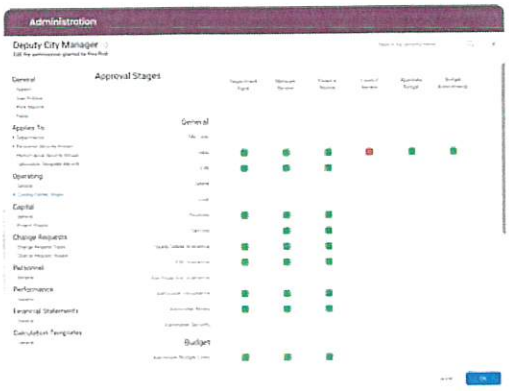




Simplify Budget Management

Support the full budgeting cycle with tools that streamline budget formulation, approval and enhance collaborative year-end projections. Designed by experts with non-experts in mind, these user-friendly tools help your team manage departmental budgets from one centralized hub.

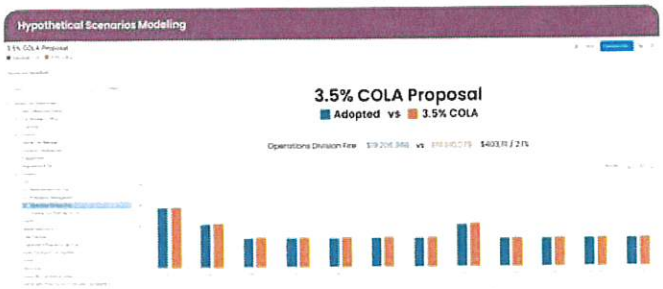
- User-friendly interface
- Change requests and updates even after the budget is published



Conforms to Your Workflow

Achieve smoother workflows and enhanced collaboration with a purpose-built, integrated budgeting experience that conforms to your processes—not the other way around.

- Map to your workflow or leverage best practices
- Integrate with ERP/FMS to avoid manual data entry
- Sync your budget calendar with Google or Outlook



Explore "What-If" Scenario Planning

Navigate the future with confidence using the powerful Scenario Planning tool. Create "What-If" budgets to model hypothetical scenarios, enhancing decision-making and preparedness.

- Compare budget scenarios to anticipate financial outcomes
- Improve decision making by analyzing scenario impacts

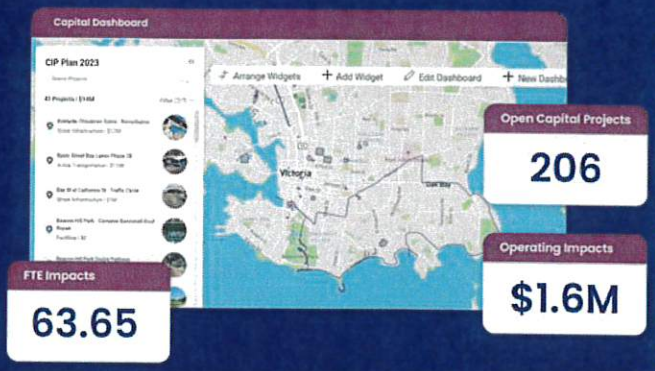
EUNA

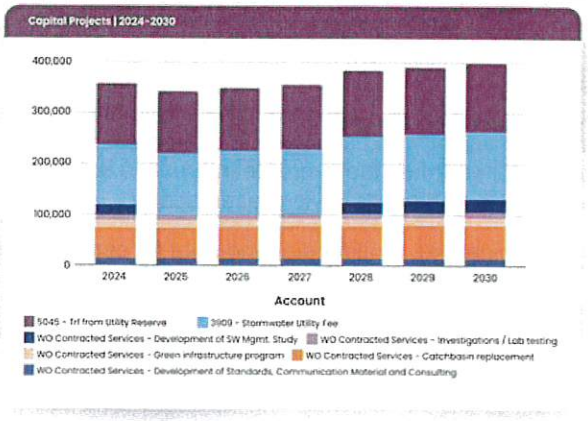
Budget Professional

Capital Budgeting
Module

Effortlessly Prioritize, and Plan Your Capital Projects.

Unlike traditional budgeting systems, the Capital Budgeting Module is purpose-built for the public sector and specifically designed for large, intensive capital improvement programs.





Manage Multi-Year Capital Projects

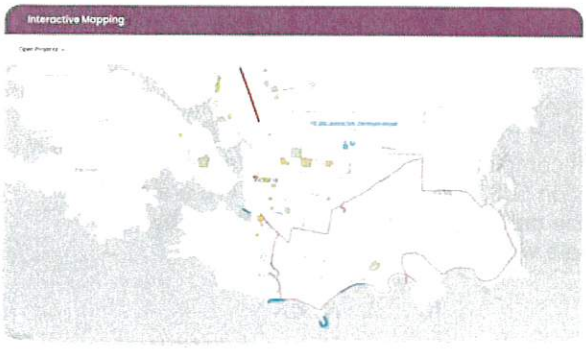
Build capital project budgets over multiple years with numerous funding sources, subprojects, line items and phases.

- Create multi-year capital projects
- Categorize projects with custom criteria
- Identify expenditures and funding sources



Align the Capital and Operating Budget

Use the power of integration to forecast the operational impacts a project may have. The Capital Budgeting module seamlessly connects your capital and operating budgets, ensuring that impacts from capital projects are accurately reflected in the operating budget.



Visualize the CIP with Interactive Mapping

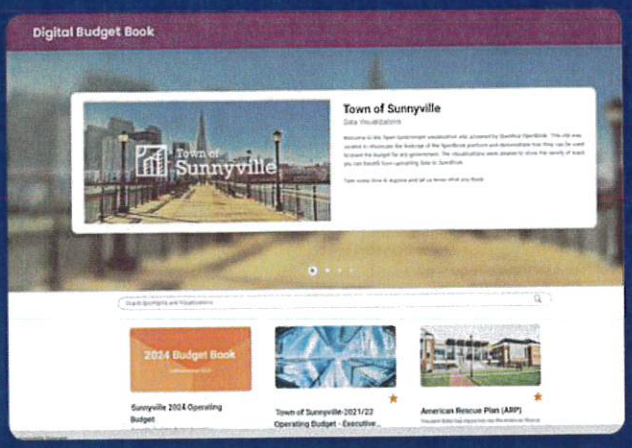
Create a bird's-eye view of your capital improvement plan with interactive mapping. Upload single or batch GIS files to attach map geometry to projects, enabling the budget team to see where projects are taking place. This feature allows them to drill down into budget details with a single click, ensuring comprehensive tracking and management.

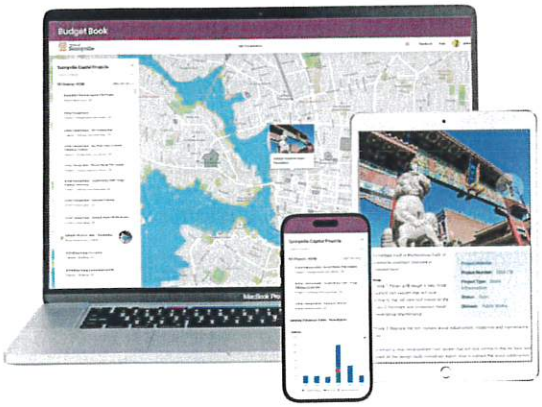
EUNA
Budget Professional

OpenBook
Module

Visualize and Share Financial Data with Your Community.

OpenBook lets you share data through a customizable website with interactive charts, tables, and visuals, fostering transparency and community engagement.

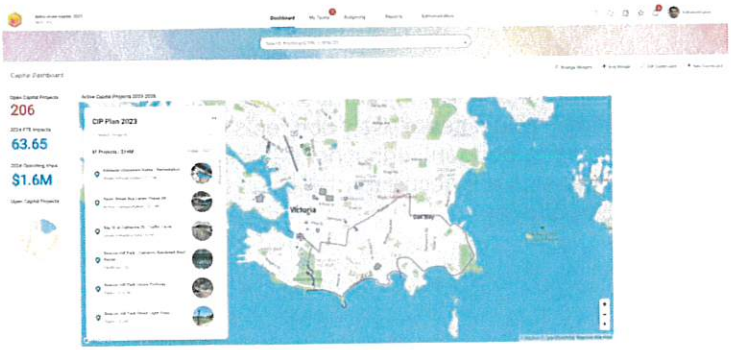




Share Your Financial Story Online

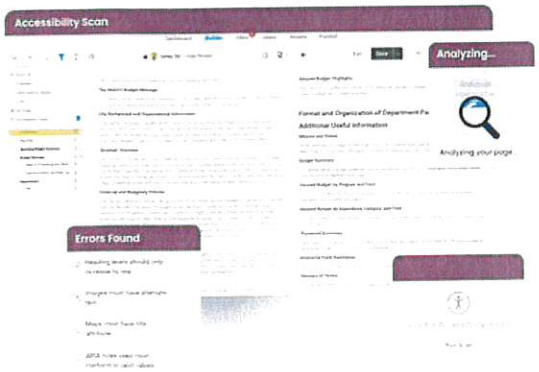
Create a public-facing transparency site to share financial information visually and clearly with stakeholders and citizens. With turnkey tools, create interactive data visualizations and article-style presentations.

- Combine text, multimedia, and data for comprehensive presentations
- Personalize with your agency's branding



Present an Interactive Capital Improvement Plan Map

Visualize and share the CIP on an interactive map that displays geographic locations, budgeting data, descriptions, completion dates, and more. Showcase the positive impacts of your infrastructure strategy to your community with ease.



Accessible For Everyone

We strive to make OpenBook accessible to all. Certified by third-party auditors to WCAG "AA" level compliance, OpenBook meets AODA, ADA, Section 508, and other standards. We are proud to be the only product in our space tested by real people with disabilities.

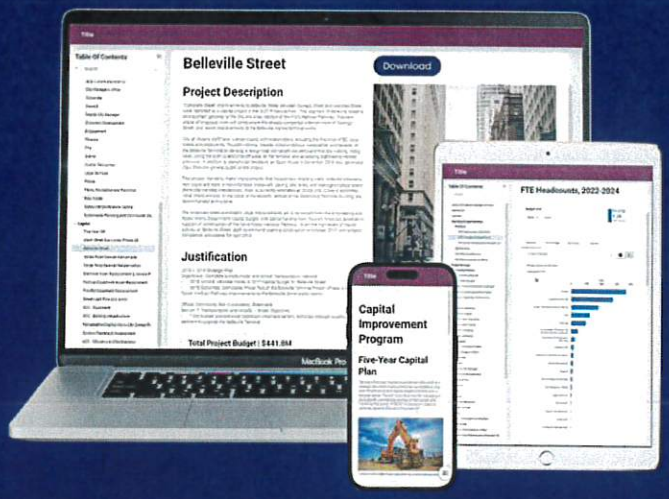
EUNA

Budget Professional

Budget Book Studio
Add-On

Budget Books Your Community Will Actually Want to Read.

Create and share professional, automated digital budget books with our easy-to-use publisher, Budget Book Studio.

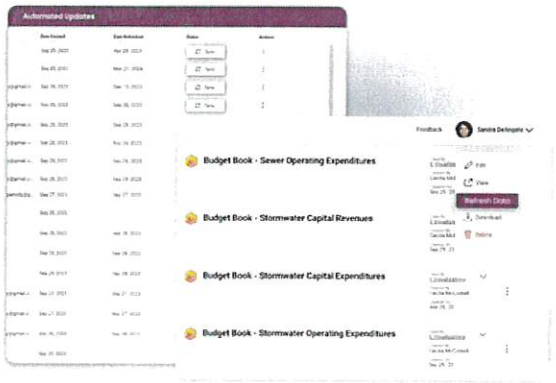




Create GFOA Award-Winning Budget Books

Create a budget book that meets the GFOA Distinguished Budget Presentation Award criteria. Our tool ensures your budget is clear, and structured for excellence, positioning your agency for recognition and public confidence.

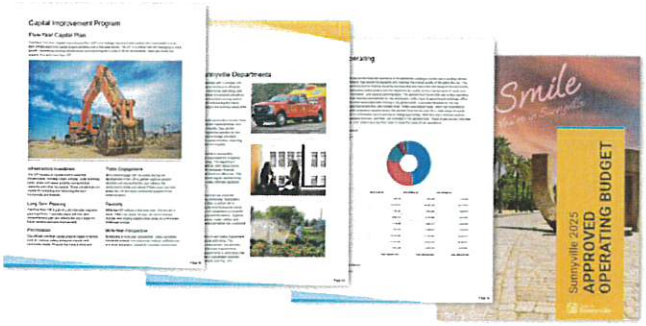
- Start with a template that adheres to GFOA best practices
- Stay on track with a GFOA checklist



Efficient Development and Updates

Integrated with Euna Budget to automate data entry, allowing budget books to start development before budgets are finalized, with the ability to make updates even after publication – a game changer!

- Build spreadsheets with synchronized data from the centralized solution
- Refresh datasets to instantly update all the data in your book
- Track collaborators and update times



Export to PDF and Print

Easily export your online budget book to PDF, allowing you to print a physical copy whenever you need it.

- Choose between portrait or landscape orientation
- Modify margins to optimize for printing
- Add page headers and footers for both print and web versions

Budget Book Studio

Why It's Time to Take Your Budget Book Online

Ease of Use
Allows stakeholders and the public to access budget information anytime, anywhere, facilitating broader reach and engagement.

Increased Transparency
Makes detailed budget information readily available to the public, promoting accountability.

Accessibility
Meets accessibility standards, ensuring everyone in your community can access the budget book.

Real-Time Updates
Keeps the budget book up-to-date with the latest information, reducing errors and ensuring all stakeholders have the most current data.

Interactive Features
Includes clickable charts, expandable sections, and search functions, making the budget book more engaging and easier to navigate.

Beyond Budget Book
At its core, Budget Book Studio is a financial document publishing tool. Use it to create various documents, including budget books, strategic plans, and ACFRs (coming soon!).

Print-Ready Budget Books

Whether in print, online, on mobile, or on a tablet, let your community access the budget book their way. Our focus on easy access leads to clarity on government spending, fostering greater civic engagement.

- Generate industry-leading, print-ready PDF books instantly
- Mobile-friendly
- Easily share the entire book or specific sections



Comprehensive Training and Support Provided

Receive ongoing support as you create your digital budget book. Our budget experts provide dedicated training and collaboration to ensure a smooth process for your team every step of the way.

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Reporting and Dashboards



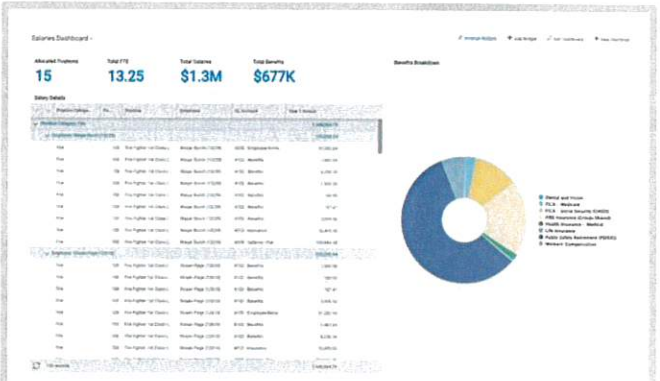
Simplify compliance, audits, and decision-making with built-in reports and interactive dashboards designed to support collaboration and transparency.

Access 80+ ready-to-use reports, customize ad-hoc queries, and create advanced visualizations to monitor key metrics and streamline analysis. With built-in data security, users see only the information they are authorized to access, ensuring secure and efficient reporting.



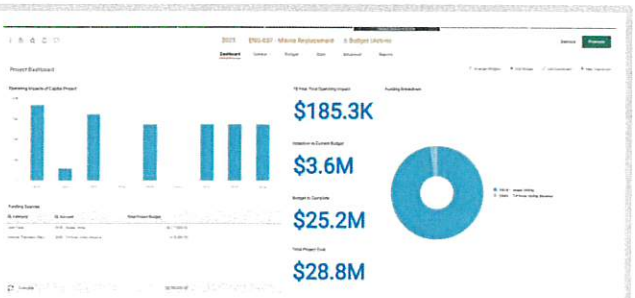
Continuity Schedule Report

- Monitor Expenditures
- Track Funding Sources
- Ensure Compliance
- Grant Tracking



Salaries Dashboard

- Analyze Salary Trends
- Monitor Budget Impact
- Review by Department
- Compare Historical Data



Capital Project Dashboard

- Track Project Progress
- Monitor Cost Overruns
- Highlight Timelines
- Visualize Funding Sources



KPI Monitoring Dashboard

- Measure Performance Goals
- Track Trends Visually
- Share Progress Updates
- Align With Strategies

Security You Can Trust

Euna Budget Professional has been trusted to manage hundreds of billions of dollars in budgeting decisions by over 1,000 public sector organizations across North America. We understand the sensitive and mission-critical nature of your work, and we implement enterprise-class security standards to safeguard your data from unauthorized access.



SOC 2 Compliance

Euna meets or exceeds the requirements for security, availability, and confidentiality trust criteria for managing customer data established by The American Institute of CPAs (AICPA).

Multi-Layered Microsoft Azure Security

Euna leverages Microsoft Azure, which meets or exceeds industry-leading standards for data security, availability, and compliance. Through multi-layered protection, continuous monitoring, and robust encryption practices, Azure safeguards customer data and ensures a secure, high-availability environment.

Your Data Is Secure with Euna

Data Encryption

All data is encrypted at rest using AES 256-bit encryption and protected in transit via TLS 1.2. Files transferred to our servers use SFTP with SSH-2 encrypted keys, ensuring end-to-end security.

Strict Access Controls

Every action triggers user permission checks to confirm authorization. Azure's identity and access management tools (e.g., multi-factor authentication, role-based access) bolster this by ensuring only approved users can see or edit sensitive information.

Redundant Backups

Euna maintains continuous point-in-time backups, helping ensure data integrity and quick recovery if an unexpected event occurs—reinforcing confidence that critical budgeting information remains safe.

Failover and Disaster Recovery

Even in the very unlikely event of a widespread power outage or other disaster that impacts Euna servers, our geographically distant backup systems will take over so your organization isn't affected.

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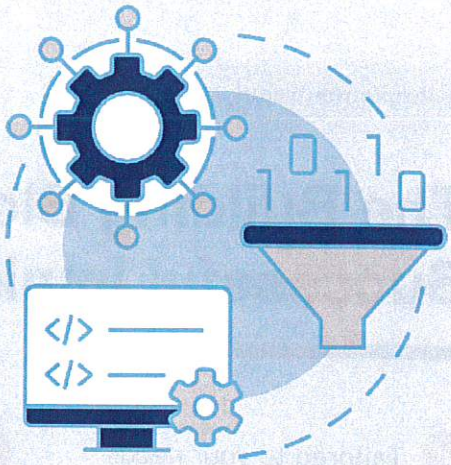
Integration

Connect and Manage Your Budgeting Data

Euna Budget Professional provides multiple ways to integrate with existing financial, HR, and BI systems—keeping your budgets, actuals, and personnel data accurate and up to date.
Connect your Data Seamlessly



RESTful Application Programming Interface (API)

Provides a secure, lightweight API (following the Representational State Transfer approach) for real-time data sharing between Euna Budget and tools like Power BI or Tableau. Ideal for organizations seeking dynamic dashboards and instant updates without having to manually log into multiple systems.

Automated, Scheduled, or On-Demand

Move large volumes of data between Euna Budget and external systems (ERPs)

Flexible ETL

Transform, reconcile, and cleanse data to ensure accuracy.

Pre-Build Connectors

Support SQL, Web Services, XML, ODBC, delimited files, and more.

Enables quick and easy export of data grids into Excel for mass edits, additions, or deletions, then re-imports updates directly back into Euna Budget. Perfect for teams that need a straightforward way to manage data without complex technical steps.

Easy Spreadsheet Editing

Export data to Excel, make changes (add/edit/delete), and re-import.

Secure Permissions

Control who can edit or simply view data.

Customized Views

Filter, sort, and group data as needed; share saved layouts.

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Implementation

The Building Blocks of a Successful Implementation



- Tailored to your needs
- Built on the best practices of thousands of successful implementations
- Transparent Project Management
- Comprehensive Training & Support

Critical Success Factors

Our proven success is rooted in:

Clear Objectives & Requirements

Well-defined goals, scope, and specifications.

Active Stakeholder Participation

Inclusive feedback and buy-in throughout.

Realistic Scheduling & Resources

Sufficient time, staffing, and budget.

Strong Project Management

Governance, milestone tracking, and risk mitigation.

Effective Communication

Regular updates, reporting, and feedback loops.

Experienced Implementers

Specialist teams for public sector budgeting solutions.



"The best software implementation that we have had. In fact, some people who have been here forever said it was the smoothest ever."

Renee Oszust
Director of Budget & Fiscal Planning Oakland Community College

EUNA solutions

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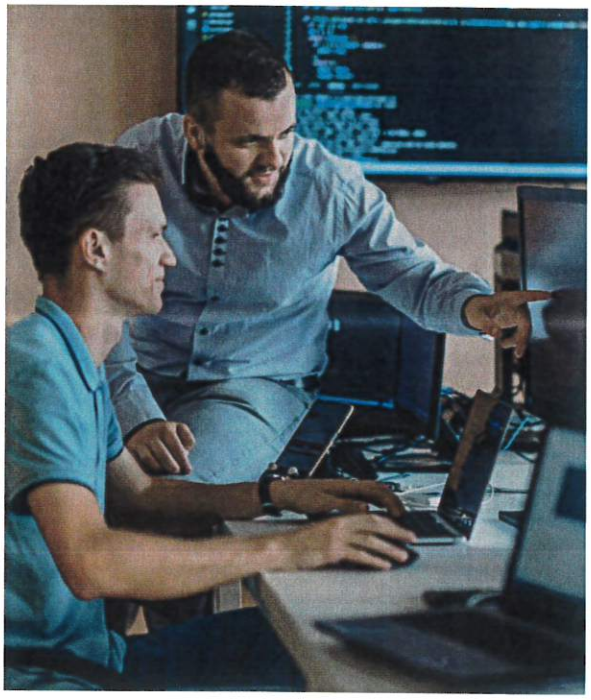
Implementation

Your Roadmap to a Successful Implementation

Euna's proven, three-phase process combines strategic planning, hands-on configuration, and comprehensive support—ensuring a seamless transition to your new budgeting solution and long-term success for your organization.



Proven Three-Phase Implementation

Phase 1 Analysis & Project Management

Initial Assessment & Process Review
- Identify current budgeting workflows and potential improvements.
- Conduct stakeholder workshops to gather requirements.

Gap Analysis & Planning
- Compare your needs against Euna Budget functionality.
- Develop a high-level project plan and timeline.

Sign-Off & Preparation
- Finalize scope, schedule, and deliverables.
- Secure stakeholder approval to proceed to implementation.

Phase 2 Implementation

Configuration & Data Setup
- Configure Euna Budget modules (Operating, Capital, Personnel, etc.).
- Import historical data for testing and reporting.

Integrations & Customizations
- Establish interfaces with ERP/HR systems (e.g., Oracle).
- Build or refine key reports and customize features as needed.

Testing & Validation
- Conduct system, integration, and user acceptance testing.
- Make adjustments and confirm readiness for launch.

Phase 3 Training & Onboarding

Training & Documentation
- Provide Train-the-Trainer sessions using your real data.
- Share user guides and best practices for daily use.

Go-Live
- Launch Euna Budget for active budget development or management.
- Ensure final checks and approvals are in place.

Post Launch Support
- Maintain close collaboration for approximately 90 days.
- Transition to Euna's Professional Services for ongoing assistance.

Ready to Get Started?

With a team of seasoned public sector practitioners, Euna is committed to delivering a timely, professional implementation tailored to your unique needs—ensuring you "Get it Right the First Time."

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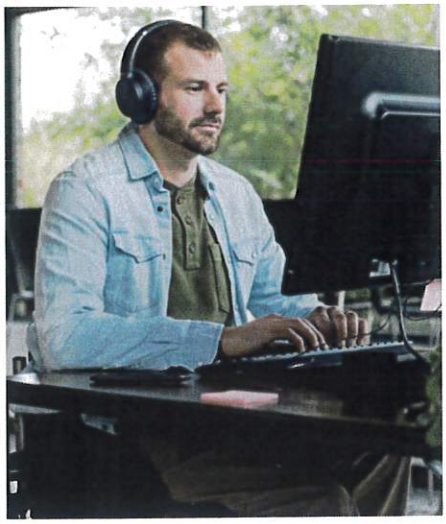
Maintenance & Support

Ensuring Long-Term Success After Implementation

From contract signing onward, Euna provides continuous support that bridges the gap between implementation and daily operations. This foundation ensures your team stays productive and confident with our budgeting solution over the long run.



Dedicated Customer Success & Ongoing Support

Euna's support goes beyond technical assistance—we're your long-term partner in keeping budgeting agile, reliable, and impactful.

Multiple Support Channels

Receive help through phone, email, or a secure online portal—whichever works best for you.

Unlimited Inquiries

No restrictions on the number of requests or incidents you can log.

Quick Response & Resolution

Our goal is to address issues swiftly and minimize any impact on your day-to-day tasks.

Understands Your Goals

Works closely with your agency to align Euna Budget with evolving objectives.

Offers Best Practices

Advises on industry trends and solution optimizations for continuous improvement.

Ensures Ongoing Value

Provides proactive check-ins, helping you maximize ROI and adapt to changing needs.

How Customer Success Supports Your Success

ALLIANCE
At kick-off, our Customer Success team learns your agency's needs and key success factors.

INSIGHT
Surveys provide key insights and drive action throughout the implementation process, including pre-business reviews and NPS.

FOLLOW-UP
Our Customer Success team supports you beyond project completion, ensuring a smooth handoff to support and a successful onboarding plan.

REVIEW
Regular Budget Process Reviews identify key objectives and goals, address challenges, and ensure continued optimization and success.

ENGAGE
Relationship building is what we do best, meeting evolving customer needs and addressing questions and concerns.

Drive value from your investment.

Our suite of cloud-based modules, have been purpose-built to improve efficiency, increase transparency, and deliver new value to your organization and the communities it serves. Just look at some of the metrics below, obtained from feedback provided by our valued customers.



If you need more convincing, take a look at the positive feedback our customers have said about how we've simplified their budgeting process.

Savings from increased efficiency.

"Implementing Euna Budget has saved us over $85k in productivity savings annually."

Walter Rossman
Former Director,
Office of Management and Budget City of Palo Alto

A centralized system encourages collaboration.

"Has taken something managed within spreadsheets to a database of information that everyone can access."

Rhonda Serhan
Manager, Financial Services
Clearwater County

An intuitive UX for higher engagement.

"Enables all users to properly track and manage their own budgets, allowing the finance team to spend more time on analysis and planning."

Bryan Archer, CPA
Director of Finance
City of Arvada

Industry-leading customer support.

"The best software implementation that we have had. In fact, some people who have been here forever said it was the smoothest ever."

Renee Oszust
Director of Budget & Fiscal Planning Oakland Community College

Price Quote

Quotation ID#: City of Redlands CA-04242025

Description	Qty.	Total
Euna Budget Framework – All Modules		
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Strategic Budgeting	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Budget Book Studio	Included	
Euna Budget Year 1 Software Subscription (including software, maintenance, support and hosting)		**$72,785.50**
Euna Budget Framework – All Modules		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
Single Sign On	Included	
Automated Integrations with Tyler Munis - Included		
Operating Module - *Actuals Import, Budget Export, Amended Budget Export*		
Capital Module – *Actuals Import, Budget Export, Amended Budget Export*		
Personnel Module - *Payroll Actuals, Position Data Sync*		
Total Euna Budget Professional Services: (one-time fee)		**$91,359.00**
GRAND TOTAL (Year 1)		**$164,144.50**

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PRICING NOTES

Quotation ID#: ACTA-03212025

Pricing valid though: June 13th 2025

- Euna Budget annual subscription is based on a 5-year term
- Euna Budget will apply a 3% inflationary increase beginning in year 2

Euna Budget Annual Fees (For Unlimited Licenses)

- Year 1 is $164,144.50 (SaaS and Professional Services)
- Year 2 is $74,969.05 (includes 3% increase)
- Year 3 is $77,218.12 (includes 3% increase)
- Year 4 is $79,534.67 (includes 3% increase)
- Year 5 is $81,920.71 (includes 3% increase)
- Total 5 Year contract is $386,428.04

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

Software:

- 100% upon Contract Effective Date (Net 30)
- Year 2 due 365 days from Contract Effective Date and annually thereafter

Professional Services

- 25% due the earlier of software installation or 30 days from Contract Effective Date
- 25% due the earlier of historical budget available for validation or 60 days from Contract Effective Date
- 25% due the earlier of actuals import integration configuration created & tested or 90 days from Contract Effective Date
- 25% due the earlier of completion of training of 120 days from Contract Effective Date
- Additional Professional Services are available upon request at Euna Budget's then current hourly rate, currently set at $250/hr

EUNA solutions

The Most Trusted Budget Solution

Trusted by more than 1,000 Public Sector budget teams.

Join our community so we can help you serve yours.

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- *City of Thousand Oaks*
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- *City of Indio*
- *City of Malibu*
- *City of San Luis Obispo*
- *Rancho California Water District*
- *CSU – San Bernardino*
- *City of Temecula*
- *City of Palo Alto*
- *City of Santa Clara*
- *Imperial County*
- *San Diego County Water Authority*

CITY OF RIVERSIDE

SAN BERNARDINO COUNTY Public Health

city of corona

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT · KVCR · CRAFTON HILLS · VALLEY COLLEGE ·

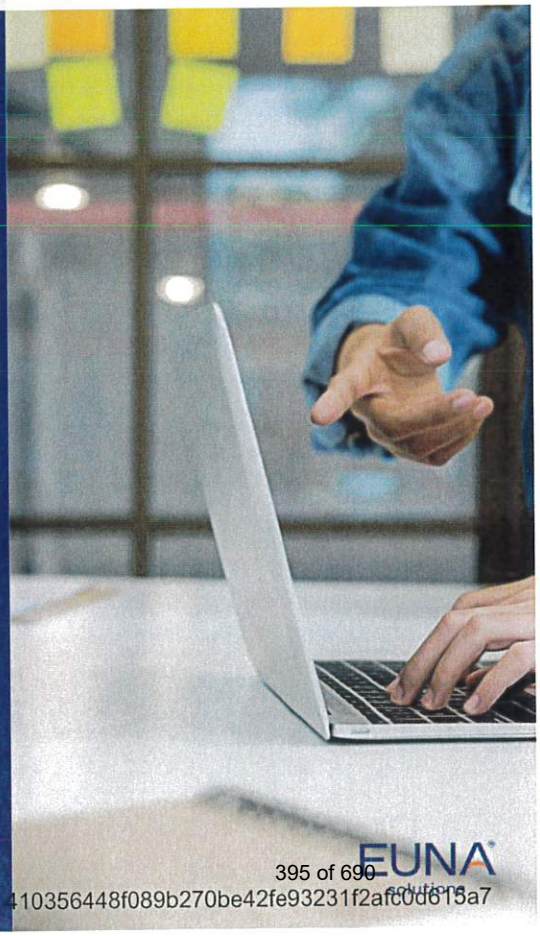
SANTA ANA 1869

RCTC RIVERSIDE COUNTY TRANSPORTATION COMMISSION

We now have a powerful budgeting tool that enables all users to properly track and manage their own budgets, allowing the Finance team to spend more time on analysis and planning."

BRYAN ARCHER
DIRECTOR OF FINANCE, ARVADA, CO

CITY OF ARVADA



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Thank You!

Euna Budget greatly appreciates the City of Redlands' interest in learning more about our company and software. We welcome the opportunity to leverage our 25+ years of public sector budgeting experience to help you improve the efficiency and effectiveness of your budgeting process—and to provide a technology solution that optimizes and supports the budget formulation and management cycle.

We are happy to address any questions you may have. We can also discuss in more detail how our software fits your requirements, share our implementation approach, and explain the support our company provides. I can arrange introductions to current clients, and I encourage you to connect with your peers to understand why they chose Euna Budget—the public sector's most trusted budget solution.



Doc ID: 410356448f089b270be42fe93231f2afc0d615a7

From: James Jaggers
To: Miriam Valtierra; Danielle Garcia; James Garland; Marie Datuin
Subject: OpenGov Demo - follow up, answers, pricing
Date: Tuesday, April 15, 2025 5:14:24 PM

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Redlands team, a pleasure to see you all again. Below I wrote some notes on what I feel will be the most impactful benefits of OpenGov's Budgeting suite, provided the demo recording, and some answers to questions from today.

- **Real-Time Capital Project Tracking**
  - The ability to track both **capital and non-capital projects**, with nightly data updates from Munis.
- **Personnel Cost Planning & Scenario Modeling**
  - **The workforce planning tool enables funding partial FTEs, retirement payout budgeting, and modeling step, grade, and COLA changes across departments.**
- **Role-Based Dashboards with Public & Internal Views**
  - Each individual/department can access custom dashboards tailored to their needs, removing the burden of monthly report distribution.
- **Streamlined Budget Book Publishing**
  - **OpenGov's online budget book builder allows you to create, update, and export GFOA-ready budget documents without manual formatting.**
- **Implementation Timeline Aligns with Your Process**
  - **We would recommend starting with a June kickoff in order to be live by the end of October. That gives Finance enough time to train and familiarize prior to budget kickoff in February. Come January, we would do a refresher training and extensive User Training. At that time, we can add hands on "Expert Services" to white glove the first budget development within OpenGov**

Owed items from OpenGov:

- To answer the **budgeting of payout on PTO/Sick leave** for retirees - Product team confirmed **we absolutely do that**
- Pricing for the full OpenGov Budgeting & Planning suite - 50-60k annually and 50-65k one time deployment fee
  - This includes Operating, Capital, Personnel, Publication tool, Reporting tool (everything we showed today)
- Demo recording from today - https://us-34543.app.gong.io/e/c-share/?tkn=5i0pefxdm7itf3iabkv8wqrs

Thank you all and see you again soon,

James Jaggers
Account Executive - Team Lead
+1 (650) 336-7167
OpenGov.com

Dropbox Sign

Audit trail

Title	ClearGov Single Source
File name	Clear_Gov_Single_Source.pdf
Document ID	410356448f089b270be42fe93231f2afc0d615a7
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**06 / 16 / 2025** 17:09:58 UTC	Sent for signature to Danielle Garcia (dgarcia@cityofredlands.org) and Valerie Abrego (vabrego@cityofredlands.org) from registrationdoit@cityofredlands.org IP: 47.181.153.216
VIEWED	**06 / 16 / 2025** 17:10:21 UTC	Viewed by Valerie Abrego (vabrego@cityofredlands.org) IP: 47.181.153.216
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VIEWED	**06 / 16 / 2025** 17:48:14 UTC	Viewed by Danielle Garcia (dgarcia@cityofredlands.org) IP: 47.181.153.216
SIGNED	**06 / 16 / 2025** 17:51:53 UTC	Signed by Danielle Garcia (dgarcia@cityofredlands.org) IP: 47.181.153.216
COMPLETED	**06 / 16 / 2025** 17:51:53 UTC	The document has been completed.

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C

ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Alison Bekolay
Contact Phone	(414) 477-7627
Contact Email	abekolay@cleargov.com

Order Date	Jul 1, 2025
Order valid if signed by	**Jul 31, 2025**

Customer Information

Customer	City of Redlands	**Contact**	Danielle Garcia	**Billing Contact**	Danielle Garcia
Address	35 Cajon St, Suite 30	**Title**	Director of Management Services	**Title**	Director of Management Services
City, St, Zip	Redlands, CA 92374	**Email**	dgarcia@cityofredlands.org	**Email**	accountspayable@cityofredlands.org
Phone	(909) 798-7544			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	$ 45,000.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 4	$ (11,250.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ 33,750.00**
Subscription Services	**Tier**	**Service Fees**
ClearGov Base Platform - Civic Edition	Tier 4	$ 4,500.00
ClearGov Operational Budgeting - Civic Edition	Tier 4	$ 23,400.00
ClearGov Personnel Budgeting - Civic Edition	Tier 4	$ 23,400.00
ClearGov Capital Budgeting - Civic Edition	Tier 4	$ 23,400.00
ClearGov Digital Budget Book - Civic Edition	Tier 4	$ 16,100.00
ClearGov Transparency - Civic Edition	Tier 4	$ 14,800.00
Bundle Discount: Base Platform (50%)	Tier 4	$ (2,250.00)
Bundle Discount: Modules (25%)	Tier 4	$ (25,275.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 78,075.00**
TOTAL Subscription Service Fee Year 1 - Setup Services + 11-Month Pro-Rata - Billed ANNUALLY IN ADVANCE		**$ 105,318.75**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Activation	Aug 1, 2025	Aug 1, 2025	ClearGov Activation
Pro-Rata	Aug 1, 2025	Jun 30, 2026	ClearGov Subscription Services
Initial	Jul 1, 2026	Jun 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Aug 1, 2025	$33,750.00	One Time Setup Fee
Aug 1, 2025	$71,568.75	11 Month Pro-Rata Subscription Fee
Jul 1, 2026	$78,075.00	Annual Subscription Fee - Renewal Option

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions		
Valid Until	**Jul 31, 2025**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	ClearGov acknowledges that this Service Order is subject to ongoing appropriations by Customer's applicable appropriating body and/or board of directors.
Renewal Option	After the Initial Period, Customer shall have the option to renew this Service Order on an annual basis in accordance with the terms set forth herein by providing written notice of such renewal prior to the end of the then current annual term.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Mario Saucedo
Title	Mayor

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order type (ClearGov internal use only)			
Select Order Type for this Service Order	NL	**If XS: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the ***"Agreement"***) is made and entered into by and between ClearGov, Inc. (***"ClearGov"***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***"Party"*** and collectively the ***"Parties"***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***"ClearGov Service Order(s)"***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
   - 1.1) ***"Account"*** means an access point for the ClearGov Service that requires registration by the Customer.
   - 1.2) ***"ClearGov API"*** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
   - 1.3) ***"ClearGov Apps"*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
   - 1.4) ***"ClearGov Data"*** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
   - 1.5) ***"ClearGov Service"*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
   - 1.6) ***"ClearGov Web Site"*** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
   - 1.7) ***"Customer PDF"*** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
   - 1.8) ***"Customer Data"*** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
   - 1.9) ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.
   - 1.10) ***"Customer Web Site"*** means any Web site owned and operated by Customer.
   - 1.11) ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
   - 1.12) ***"Sensitive Data:"*** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
   - 1.13) ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**
   - 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
   - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
     - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
     - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
     - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**
   - 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***"Term"***).
   - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
     - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

4.2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License.

a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

6.2) By Customer. Customer represents and warrants that: (I) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (II) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a ***"Claim"***) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 6.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Removed.

7.2) Subject to the exceptions set forth in this Section, in connection with the negotiation and performance of this Agreement, a Party (the ***"Receiving Party"***) may receive information from the other Party (the ***"Disclosing Party"***) which is expressly marked or stamped confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (***"Confidential Information"***). The Receiving Party agrees that, during the term of this Agreement , it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7.3) The term ***"Confidential Information"*** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship

between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) Marketing Materials. With prior written consent of Customer, Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law. Upon request of Customer, ClearGov shall provide certificates of insurance coverage to Customer.

8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, may, with the consent of the Parties, be determined by arbitration in the Customer State before a panel of three arbitrators. If the Parties consent, such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

City Council Meeting **H. 15.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8702 to establish time-restricted parking zones and no-parking zones on public street segments adjacent to Sylvan Park and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines that the Traffic and Parking Commission and staff recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that adoption of Resolution No. 8702 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to adopt Resolution No. 8702.

RECOMMENDATION:

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On May 22, 2025, the Traffic and Parking Commission voted 4-0 to recommend City Council approval to establish time-restricted parking zones and no-parking zones on public street segments adjacent to Sylvan Park.

STAFF RECOMMENDATION

Staff recommends that City Council determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council adopt Resolution No. 8702 establishing time-restricted parking zones and no-parking zones on public street segments adjacent to Sylvan Park.

DISCUSSION:

This request was previously considered by the Traffic and Parking Commission (TPC) on May 25, 2023. After deliberation, the TPC decided against recommending that the City Council establish parking restrictions on public street segments adjacent to Sylvan Park. Since then, the Homeless Solutions Division (HSD) has continued to receive complaints about long-term vehicle parking and storage on public streets adjacent to the park. In May 2025, HSD requested that TPC reconsider its previous decision.

Sylvan Park, one of the largest City parks, provides approximately twenty-eight (28) acres of outdoor recreation amenities for public enjoyment. The park is situated between large residential neighborhoods on the north, west, and south sides and the University of Redlands campus on the east side. Six (6) public street segments, including approximately 4,500 linear feet of curb frontage, border the park. Frequently, the City receives complaints from nearby residents that vehicles are parked along the park curbs for extended periods.

In accordance with Redlands Municipal Code (RMC) Section 10.40.110, it is unlawful for any person to park a vehicle on any street or alley for more than seventy-two (72) consecutive hours. Although vehicles that violate this RMC provision can be cited and eventually towed, enforcement is often challenging since vehicle owners typically relocate the vehicle to an adjacent location within the park, where it can remain legally for an additional seventy-two (72) hours.

HSD has observed that occupants of long-term parked vehicles contribute to the accumulation of litter and debris, vandalism of public property, park benches and irrigation systems, and interference with daily park maintenance activities such as turf mowing, edging, and blowing. Facilities and Community Services (FCS) staff are frequently required to repair and/or replace vandalized or damaged park amenities caused by the owners of long-term parked vehicles. HSD has also observed and has received reports of RMC violations and other illegal activities associated with long-term vehicle parking adjacent to Sylvan Park and is concerned that this ongoing activity diminishes the park’s safety, cleanliness, and usability. HSD recommends establishing overnight parking restrictions to address public safety concerns and improve accessibility for park users.

Municipal Utilities and Engineering Department (MUED) staff determined that portions of East Park Avenue, Division Street, and Chapel Street are too narrow to accommodate two-way vehicle traffic when on-street parking is permitted safely. As a result, MUED initially recommended that curbside parking be restricted at all times on both sides of specific sections of these streets. Based on the recommendation from the Traffic and Parking Commission (TPC) during its meeting on May 22, 2025, the proposed parking restriction on the west side of Chapel Street has been excluded. This decision was made because there are

insufficient parking spaces for the nearby University of Redlands and the residential properties along Chapel Street.

RMC Section 10.40.090 authorizes the City Council to establish parking restrictions to facilitate the movement of traffic, eliminate hazardous conditions, and protect public health, safety, and welfare. City staff believe that establishing the parking restrictions depicted in the attached Location Map will allow FCS to more efficiently maintain public streets adjacent to the park, protect community investments, reduce ongoing Sylvan Park maintenance impacts, and provide a safer and more welcoming environment for park users.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations 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
Tabitha Crocker, Facilities and Community Services Director
Rachel Tolber, Police Chief
Rich Sessler, Fire Chief
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year: FY 25/26

Appropriation Required Y/N: No

Budgeted Y/N: Yes

Discussion:

There is no fiscal impact associated with this action. The project includes routine maintenance tasks that are included in the approved FY 25/26 Facilities & Community Services operating budget.

Attachments

Resolution No. 8702

RESOLUTION NO. 8702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING TRAFFIC REGULATIONS PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands has determined that certain traffic regulations are necessary to protect the public health, safety and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code.

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

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(c) which exempts minor street alterations that involve negligible or no expansion of existing or former use. This City Council finds with certainty that there is no possibility the approval of this Resolution will have a significant effect on the environment.

Section 2. Pursuant to section 10.40.090 of the Redlands Municipal Code, the City Council hereby establishes the following parking restrictions adjacent to Sylvan Park, as shown in Exhibit A, attached hereto:

a) No parking on:
   - The east side of Chapel Street between Colton Avenue and 600 feet south of Colton Avenue;
   - The east and west sides of Division Street between Park Avenue and Sylvan Blvd;
   - The north and south sides of Park Avenue between Division Street and University Street;

b) No parking between 10:00 PM and 6:00 AM on:
   - The west side of University Street between Park Avenue and Colton Avenue;
   - The south side of Colton Avenue between Chapel Street and University Street;
   - The south side of High Avenue between Division Street and Chapel Street;
   - The west side of Chapel Street between High Avenue and the alley between Stillman Avenue and High Avenue.

Section 3. City staff is hereby directed to take all necessary actions to install signage and/or curb markings to implement this Resolution.

ADOPTED, SIGNED AND APPROVED this 15th day of July, 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 July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A


E COLTON AVE
West DR
N
STILLMAN AVE
CHAPEL ST
DIVISION ST
N UNIVERSITY ST
SYLVAN PARK
SYLVAN BLVD
E HIGH AVE
SYLVAN BLVD
E PARK AVE
W 10 FRWY
0 100 200 400
US Feet
LEGEND
No-Parking Zone from 10PM to 6AM
No-Parking-Anytime Zone
Existing No-Parking Zone (Reso. 6418)
CITY OF REDLANDS
ESTABLISHED 1888
PARKING ZONES AT SYLVAN PARK

City Council Meeting **H. 16.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8704 adopting the Five-Year Capital Project Needs Analysis for FY 26/27 through FY 30/31 and determine that this action 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 the City Council determine that adoption of Resolution No. 8704 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 to adopt Resolution No. 8704.

RECOMMENDATION:

Staff recommends City Council adoption of Resolution No. 8704.

DISCUSSION:

In November 1989, San Bernardino County voters approved Measure I, which imposed a one-half of one percent retail transaction and use tax. Although the Measure I tax was scheduled to sunset in 2010, San Bernardino County voters approved the renewal of Measure I in November 2004 for thirty (30) additional years from 2010 to 2040.

The Measure I Strategic Plan requires each local jurisdiction receiving a portion of Measure I revenues to annually adopt a Five-Year Capital Project Needs

Analysis (CPNA). The CPNA outlines specific regional projects on which Measure I funds may be expended. The Measure I CPNA differs from the Measure I CIP list. The CPNA is specifically for funding arterial projects identified in the most recent San Bernardino Transportation Authority (SBCTA) Nexus Study. Only projects included in the SBCTA Nexus Study are eligible for an allocation of Measure I CPNA Program funding. The project list is updated every two (2) years, which gives cities the opportunity to add and/or update priority projects. SBCTA staff uses the CPNA and additional information to conduct a cash-flow analysis. Once the analysis is completed, a recommendation for apportionment and specific project allocations is considered by the SBCTA Policy Committee and Board of Directors to determine budgets for each jurisdiction for the next five (5) years.

A portion of Measure I funding is combined with Development Impact Fees collected by the City from each new development to construct transportation improvements. The City is required to adopt the attached resolution to remain eligible for its proportional share of Measure I revenue disbursements from SBCTA. Approval of Resolution No. 8704 allows staff to request reimbursement from Measure I revenues when expenditures related to each of the listed projects occur.

Projects listed in the Five-Year CPNA (FY 26/27 through FY 30/31) include:

- California Street/Redlands Boulevard Turn Lane Addition
- Citrus Avenue Widening - Dearborn Street to Wabash Avenue (2 lanes to 4 lanes)
- Highland/Redlands Regional Connector Gap Project
- Citrus Avenue at Redlands High School Underpass Project
- Dearborn Street/Citrus Avenue Traffic Signal
- University Street/Colton Avenue Intersection Improvements
- Wabash Avenue/Citrus Avenue Traffic Signal
- Wabash Avenue/5th Avenue Traffic Signal
- University Street Improvements - Park Avenue to Brockton Avenue
- Ford Street/I-10 EB Traffic Signal
- Ford Street/I-10 WB Traffic Signal

Adoption of Resolution No. 8704 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA), as it can be seen with certainty that approval of this Resolution will have no physical effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation. However, the City will not be eligible for future Measure I revenue disbursements if the Resolution is not adopted.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year: FY 25/26

Discussion:

There is no fiscal impact associated with this action. The total program funding provides for future expenditures matching anticipated revenues.

Attachments

A. Resolution No. 8704

B. Exhibit A to Resolution No. 8704

RESOLUTION NO. 8704

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2026/2027 THROUGH 2030/2031.

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

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

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands, as follows:

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15061(b)(3), as it can be seen with certainty by this City Council that the approval of this Resolution establishing a Five-Year Capital Project Needs Analysis will have no physical effect on the environment.

Section 2. That the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2026/2027 through 2030/2031, attached to this Resolution as Exhibit "A," is hereby adopted.

ADOPTED, SIGNED AND APPROVED this 15th day of July, 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 July, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

Measure I Five-Year Capital Project Needs Analysis

[Attached]

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	**$ 4,400,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
California St widening from Redlands Blvd to I-10 adding right-turn lane to southbound	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$400,000.00**							
$0.00	**Fund Type:**	MSI Arterial	$ 307,600.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 92,400.00	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$3,383,600.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$4,000,000.00**							
	Fund Type:	MSI Arterial	$ 3,076,000.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 924,000.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 1,500,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$1,500,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$1,153,500.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$1,500,000.00**							
	Fund Type:	MSI Arterial	$ 1,153,500.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 346,500.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	**$ 3,100,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Highland/Redlands Regional Connector Gap Project	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$3,100,000.00	**Total Cost:**	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$2,383,900.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$3,100,000.00**							
	Fund Type:	MSI Arterial	$ 2,383,900.00	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ 716,100.00	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 7,000,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Citrus Avenue & Redlands High School Underpass Project	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$1,500,000.00**							
$7,000,000.00	**Fund Type:**	MSI Arterial	$ -	$ 1,153,500.00	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ 346,500.00	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$5,383,000.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$5,500,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 4,229,500.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 1,270,500.00	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 870,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$120,000.00**							
$870,000.00	**Fund Type:**	MSI Arterial	$ -	$ 92,280.00	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ 27,720.00	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$669,030.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$750,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 576,750.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 173,250.00	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 870,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
University St and Colton Ave Intersection Improvements	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$120,000.00**							
$870,000.00	**Fund Type:**	MSI Arterial	$ -	$ 92,280.00	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ 27,720.00	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$669,030.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$750,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 576,750.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 173,250.00	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 956,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$136,000.00**							
$956,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ 104,584.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 31,416.00	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$735,164.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$820,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 630,580.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 189,420.00	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 1,002,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$142,000.00**							
$1,002,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ 109,198.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 32,802.00	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$770,538.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$860,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 661,340.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 198,660.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 5,200,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
University Street Improvements from Park Ave to Brockton Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$1,200,000.00**							
$5,200,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ 922,800.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 277,200.00	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$3,998,800.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$4,000,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,076,000.00
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ 924,000.00
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 1,110,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Construct a Traffic Signal at the Intersection of Ford St and I-10	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$160,000.00**							
$1,110,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ 123,040.00	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ 36,960.00	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$853,590.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$950,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ 730,550.00
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ 219,450.00
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$ 1,110,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FUTURE
Construct a Traffic Signal at the Intersection of Ford St and I-10 WB	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$1,110,000.00	**Total Cost:**	**$160,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ 123,040.00	$ -
Total Measure I Request:		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ 36,960.00	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$853,590.00		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$950,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ 730,550.00
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ 219,450.00
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2025/2026 expenses.

ATTACHMENT C

Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Special Arrangements

	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS	
Jurisdiction	Current Equitable Share*	FY10/11 thru FY25/26	Reimbursements FY10/11 thru 5/5/25	Allocation Balance	Approved Advances @ 5/5/25	Term Loan Collateral @ 5/5/25
Chino	7.591%	**$24,294,535**	**$298,946**	**$23,995,589**	**$12,747,348**	
Chino Hills	2.194%	**$3,185,579**	**$0**	**$3,185,579**		
Colton	2.534%	**$8,590,874**	**$419,427**	**$8,171,446**		
Fontana	19.400%	**$50,309,124**	**$17,365,322**	**$32,943,802**		
Grand Terrace	1.389%	**$4,709,047**	**$151,462**	**$4,557,585**		
Highland	6.777%	**$22,903,499**	**$6,246,382**	**$16,657,117**		**$2,435,439**
Loma Linda	4.074%	**$13,811,846**	**$5,243,316**	**$8,568,530**		
Montclair	0.597%	**$2,023,974**	**$1,913,734**	**$110,240**	**$1,078,732**	**$1,990,241**
Ontario	12.272%	**$41,605,052**	**$17,381,859**	**$24,223,192**	**$6,383,764**	
Rancho Cucamonga	5.044%	**$13,870,311**	**$5,429,607**	**$8,440,705**		
Redlands	4.854%	**$16,456,235**	**$2,112,512**	**$14,343,723**		
Rialto	3.831%	**$12,450,073**	**$11,055,088**	**$1,394,985**		
San Bernardino	7.857%	**$26,637,132**	**$11,337,116**	**$15,300,016**	**$14,196,975**	
Upland	2.743%	**$9,299,434**	**$3,158,457**	**$6,140,977**	**$2,029,872**	
Yucaipa	5.965%	**$18,593,618**	**$15,585,426**	**$3,008,192**	**$9,682,601**	
County	12.878%	**$43,659,539**	**$6,247,171**	**$37,412,368**		
Arterial Allocation	100.000%	**$312,399,872**	**$103,945,826**	**$208,454,046**	**$46,119,292**	**$4,425,680**

Measure I Valley Major Street/Arterial Sub-Program Revenue Projections Fiscal Years 2026/2027 through 2030/2031

Jurisdiction	SHARES	CPNA REVENUE PROJECTIONS*					TOTALS		
	Current Equitable Share	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	Total Projected Revenue	Current Allocation Balance	Total Available through FY30/31
Chino	7.591%	$2,303,858	$2,364,658	$2,427,813	$2,506,660	$2,588,179	$12,191,168	$23,995,589	$36,186,757
Chino Hills	2.194%	$0	$0	$0	$0	$0	$0	$3,185,579	$3,185,579
Colton	2.534%	$805,492	$826,075	$847,454	$874,146	$901,743	$4,254,910	$8,171,446	$12,426,357
Fontana	19.400%	$4,146,845	$4,299,283	$4,457,624	$4,655,311	$4,859,697	$22,418,760	$32,943,802	$55,362,562
Grand Terrace	1.389%	$441,527	$452,809	$464,528	$479,159	$494,286	$2,332,309	$4,557,585	$6,889,893
Highland	6.777%	$2,148,765	$2,203,768	$2,260,901	$2,332,231	$2,405,978	$11,351,644	$16,657,117	$28,008,761
Loma Linda	4.074%	$1,295,018	$1,328,109	$1,362,482	$1,405,395	$1,449,763	$6,840,767	$8,568,530	$15,409,297
Montclair	0.597%	$189,771	$194,620	$199,657	$205,945	$212,447	$1,002,439	$110,240	$1,112,679
Ontario	12.272%	$3,900,948	$4,000,627	$4,104,167	$4,233,434	$4,367,082	$20,606,258	$24,223,192	$44,829,450
Rancho Cucamonga	5.044%	$1,230,168	$1,269,801	$1,310,970	$1,362,369	$1,415,509	$6,588,817	$8,440,705	$15,029,522
Redlands	4.854%	$1,542,960	$1,582,386	$1,623,340	$1,674,469	$1,727,332	$8,150,487	$14,343,723	$22,494,210
Rialto	3.831%	$1,177,032	$1,207,829	$1,239,819	$1,279,757	$1,321,049	$6,225,486	$1,394,985	$7,620,471
San Bernardino	7.857%	$2,497,535	$2,561,353	$2,627,643	$2,710,405	$2,795,971	$13,192,908	$15,300,016	$28,492,925
Upland	2.743%	$871,928	$894,208	$917,351	$946,244	$976,117	$4,605,848	$6,140,977	$10,746,825
Yucaipa	5.965%	$1,772,728	$1,820,208	$1,869,527	$1,931,102	$1,994,763	$9,388,328	$3,008,192	$12,396,520
County	12.878%	$4,093,580	$4,198,181	$4,306,833	$4,442,484	$4,582,731	$21,623,809	$37,412,368	$59,036,177
Totals	**100.000%**	**$28,418,154**	**$29,203,917**	**$30,020,108**	**$31,039,113**	**$32,092,647**	**$150,773,940**	**$208,454,046**	**$359,227,985**

* 15-year reconciliation of shares in effect until FY35/36, which reduces allocations to Chino Hills, Fontana, and Rancho Cucamonga to account for allocations to projects through the Project Advancement Agreement process.

City Council Meeting **H. 17.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8703 to adopt the Fiscal Year 25/26 through Fiscal Year 29/30 Five-Year Measure I Capital Improvement Plan, and determine approval of the Resolution is exempt 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 the City Council determine that adoption of Resolution No. 8703 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 to adopt Resolution No. 8703

RECOMMENDATION:

Staff recommends that City Council determine approval of Resolution No. 8703 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve Resolution No. 8703.

DISCUSSION:

In November 1989, San Bernardino County voters approved Measure I, which imposes a one-half of one percent (0.5%) retail transactions and use tax. At the time of approval, the Measure I tax was scheduled to be in place through 2010. San Bernardino County voters approved the renewal of Measure I in November 2004 for a period of thirty (30) additional years.

Measure I requires each local jurisdiction receiving Measure I revenues to adopt a Five-Year Capital Improvement Plan (CIP) listing the projects that will be funded or partially funded through Measure I annually. Streets identified for improvement in the Five-Year CIP are determined through the City's Pavement Management Program (PMP), which was adopted by City Council in April 2020. Street segments are programmed into the City's annual street resurfacing project based on the PMP recommendations.

Each year, street improvement priorities are subject to change for various reasons, such as subsurface utility failures, weather-related issues such as earthquakes or flooding, cost, and new technologies. When priorities change, an updated Five-Year CIP must be submitted to the San Bernardino County Transportation Authority (SBCTA) in order to meet Measure I reporting requirements. Jurisdictions are not rigidly bound by the Five-Year CIP, and the plan may be revised at any time, as long as the revisions are reported each year by June 30.

Approval of Resolution No. 8703 is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act, as it can be seen with certainty that approval of this Resolution has no potential to cause a significant impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction, although doing so prevents the City from receiving Measure I funding.

STRATEGIC PLAN:

Priority D - Strategic Objective 3. Infrastructure: Engineer and construct transportation facilities to accommodate all potential users –motorists, cyclists and pedestrians.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:

The estimated Measure I revenue throughout the Five-Year CIP horizon is $10,022,585. Generally, Measure I revenues received by the City average approximately $2 million annually.

Attachments

A. Resolution No. 8703

B. Exhibit A to Resolution No. 8703

RESOLUTION NO. 8703

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2025/2026 THROUGH 2029/2030

WHEREAS, San Bernardino County voters initially approved passage of Measure I in 1989, and approved renewal of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority ("Authority") to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the county of San Bernardino until year 2040; and

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

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Street Program of the Authority to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and San Bernardino Transportation Authority Ordinance No. 04-1 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required maintenance of effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Redlands is Eight Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars ($845,866);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) as it can be seen with certainty by this City Council that the approval of this Resolution establishing a Five-Year Capital Improvement Plan will have no physical effect on the environment.

Section 2. That the Measure I Five-Year Capital Improvement Plan, attached to this Resolution as Exhibit "A," is hereby adopted.

ADOPTED, SIGNED AND APPROVED this 15th day of July 2025.

ATTEST: Mario Saucedo, Mayor

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 July 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS

MEASURE I CAPITAL IMPROVEMENT PLAN

EXPENDITURE STRATEGY
Fiscal Year 2025/2026 to 2029/2030

The City of Redlands intends to use Measure I dollars to partially fund the City's City Council-approved Pavement Management Program (PMP). The City's Pavement Management Program, which provides a decision making matrix in identifying streets that are priority paving projects, will be used to determine future Measure I Capital Improvement Plans.

Resolution Number:	XXXX
Resolution Approval Date:	7/15/2025
Contact Person/Title:	Gerard Nepomuceno/Civil Engineer
Phone:	909-798-7584
Email:	gnepomuceno@cityofredlands.org

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2025/2026 thru 2029/2030

Jurisdiction:

Redlands

6/30/25 Carryover Balance: **$0.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	FY2029/30 Est. Revenue	Total Est. Rev.
						$1,895,162	**$1,947,848**	**$2,002,386**	**$2,059,049**	**$2,118,141**	**$10,022,585**
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	**Total**
PMP 2025 Street Resurfacing Project	No	No	0.0%	0.0%	$1,895,162	$1,895,162	$0	$0	$0	$0	**$1,895,162**
PMP 2026 Street Resurfacing Project	No	No	0.0%	0.0%	$1,947,848	$0	$1,947,848	$0	$0	$0	**$1,947,848**
PMP 2027 Street Resurfacing Project	No	No	0.0%	0.0%	$2,002,386	$0	$0	$2,002,386	$0	$0	**$2,002,386**
PMP 2028 Street Resurfacing Project	No	No	0.0%	0.0%	$2,059,049	$0	$0	$0	$2,059,049	$0	**$2,059,049**
PMP 2029 Street Resurfacing Project	No	No	0.0%	0.0%	$2,118,141	$0	$0	$0	$0	$2,118,141	**$2,118,141**
				Projects Total:		$1,895,162	$1,947,848	$2,002,386	$2,059,049	$2,118,141	**$10,022,585**

Total Programming is currently **100%** ***(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)***

Total Estimated Programming: **$10,022,585**

Measure I Local Pass-through Program
REVENUE ESTIMATES FOR FY2024/2025 thru FY2029/2030
Valley Subarea

VALLEY SUBAREA	Population Distribution Percentage	Estimated Annual Local Pass-Through Amount						Total FY25/26 through FY29/30
		REV FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	
Chino	5.87%	$ 2,416,627	$ 2,413,663	$ 2,480,762	$ 2,550,221	$ 2,622,387	$ 2,697,646	$ 12,764,678
Chino Hills	4.85%	$ 1,994,536	$ 1,992,090	$ 2,047,469	$ 2,104,797	$ 2,164,358	$ 2,226,472	$ 10,535,185
Colton	3.35%	$ 1,377,596	$ 1,375,906	$ 1,414,156	$ 1,453,751	$ 1,494,889	$ 1,537,791	$ 7,276,494
Fontana	13.58%	$ 5,591,587	$ 5,584,728	$ 5,739,982	$ 5,900,697	$ 6,067,674	$ 6,241,808	$ 29,534,889
Grand Terrace	0.81%	$ 333,345	$ 332,936	$ 342,192	$ 351,773	$ 361,727	$ 372,108	$ 1,760,736
Highland	3.53%	$ 1,453,239	$ 1,451,456	$ 1,491,806	$ 1,533,576	$ 1,576,973	$ 1,622,230	$ 7,676,041
Loma Linda	1.58%	$ 651,629	$ 650,830	$ 668,923	$ 687,652	$ 707,111	$ 727,404	$ 3,441,920
Montclair	2.36%	$ 971,271	$ 970,079	$ 997,047	$ 1,024,964	$ 1,053,968	$ 1,084,216	$ 5,130,274
Ontario	11.49%	$ 4,730,257	$ 4,724,454	$ 4,855,793	$ 4,991,751	$ 5,133,007	$ 5,280,318	$ 24,985,322
Rancho Cucamonga	10.99%	$ 4,523,845	$ 4,518,295	$ 4,643,903	$ 4,773,928	$ 4,909,020	$ 5,049,902	$ 23,895,048
Redlands	4.61%	$ 1,897,490	$ 1,895,162	$ 1,947,848	$ 2,002,386	$ 2,059,049	$ 2,118,141	$ 10,022,585
Rialto	6.54%	$ 2,691,008	$ 2,687,707	$ 2,762,425	$ 2,839,771	$ 2,920,130	$ 3,003,934	$ 14,213,966
San Bernardino	14.36%	$ 5,913,108	$ 5,905,854	$ 6,070,036	$ 6,239,992	$ 6,416,570	$ 6,600,717	$ 31,233,170
Upland	4.96%	$ 2,043,373	$ 2,040,866	$ 2,097,602	$ 2,156,333	$ 2,217,352	$ 2,280,987	$ 10,793,140
Yucaipa	3.41%	$ 1,404,533	$ 1,402,810	$ 1,441,808	$ 1,482,177	$ 1,524,120	$ 1,567,860	$ 7,418,776
County/Valley	7.71%	$ 3,172,454	$ 3,168,563	$ 3,256,648	$ 3,347,832	$ 3,442,568	$ 3,541,365	$ 16,756,975
Total Valley Region	**100.00%**	**$ 41,165,900**	**$ 41,115,400**	**$ 42,258,400**	**$ 43,441,600**	**$ 44,670,900**	**$ 45,952,900**	**$ 217,439,200**

City Council Meeting **H. 18.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Redlands Police Department Tow Services Agreement with Rotational Tow Applicants; Broncs Towing Inc., Pepe's Towing Service, Wilson's Towing, and Armada Towing for 2025-2028 (Police Chief Tolber)

MOTION(S):

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

I move to approve the Tow Services Agreement with the four Redlands Police Department Rotational Tow Applicants; Broncs Towing Inc., Pepe's Towing Service, Wilson's Towing, and Armada Towing.

RECOMMENDATION:

Staff recommends Council approval of the Tow Services Agreement with the four Redlands Police Department Rotational Tow Applicants as set forth in the report.

DISCUSSION:

Staff recommends that the City Council approve a new Tow Services Agreement with the following four (4) tow operators: Broncs Towing Inc., Pepe's Towing Service, Wilson's Towing, and Armada Towing. These companies have consistently provided reliable service to the City of Redlands over several years and have not experienced any significant performance issues. In light of the growing number of traffic collisions and disabled vehicles, the Redlands Police Department supports maintaining a rotation of four tow providers. The previous agreement, which also included four companies, proved effective and beneficial for both the City and the contracted operators.

In accordance with the City's procurement policy, Redlands Police Department (RPD) staff issued a Request for Qualification (RFQ) to potential tow service providers and received responses from the following four (4) companies:

1. Broncs Towing Inc.
2. Pepe's Towing Service
3. Wilson Towing
4. Armada Towing

Staff reviewed all submittals and determined that Broncs Towing Inc., Pepe's Towing Service, Wilson's Towing, and Armada Towing meet all requirements outlined in the RFQ. Therefore, staff recommend that the City Council approve Tow Services Agreements with each of the four companies. All four operators have business offices and storage yards located within a three-mile radius of the City of Redlands, and their hourly rates are consistent with those charged by tow operators in surrounding jurisdictions.

The Tow Services Agreement requires that each contractor maintain a full-service business office and vehicle storage facility within the City or within a three-mile radius. Recent on-site inspections conducted by the Redlands Police Department confirmed that each of the four recommended companies complies with all standards and operational requirements. While other tow operators have expressed interest in participating in the program, they have not taken the necessary steps to meet the eligibility criteria set forth in the Agreement.

There is no negative fiscal impact; rather, the agreement generates revenue with fees set at $168 per impounded or stored vehicle. There is no charge for evidence tows, recovered stolen vehicles, or tows related to incapacitated drivers.

ALTERNATIVES:

Do not accept the applications. The Redlands Police Department will have to find other tow operators that are willing to submit an application.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Rachel Tolber, Chief of Police

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 Manager

PREPARED BY:
Ryan Steinhaus, Traffic Sergeant

Fiscal Impact

Fiscal Year:	2025-2028
Revenue Generating:	Yes
Appropriation Required Y/N:	N
Amount:	0
Budgeted Y/N:	Y
Account No.:	101202-4580
Discussion:	

Attachments

Tow Service Agreement
Service Requirements

TOW SERVICE AGREEMENT 2025-2028

This Tow Service Agreement sets forth the rules and regulations that the tow operator (referred to herein as "operator" or "tow operator" identified under "Operator Approval" below) shall comply with to receive a rotation tow listing with the Redlands Police Department (RPD). Participation in the RPD Rotation Tow Program is voluntary. Compliance with all of the terms and conditions of this Tow Service Agreement is mandatory for operator participating in the RPD Rotation Tow Program. The operator, by agreeing to participate in the program, is not acting as an agent for the RPD or the City of Redlands when performing services under this Agreement. For clarification purposes, definitions are contained in Attachment A to this Agreement. Attachment B contains a summarized listing of the California Vehicle Code (CVC) and Civil Code laws applicable to all tow companies in the State of California. Attachment C contains a listing of the tow truck equipment specifications and equipment use requirements applicable to all RPD rotation tow operators. Attachment D contains instructions for completing required application forms.

I. RPD ROTATION TOW

A. The RPD Deputy Chief shall determine the maximum response time, enrollment period, reasonable rates, minimum number of trucks and any applicable waiver of requirements.

1. Waiver of requirements shall be in effect no longer than six months following the application by, and acceptance of, the operator who meets all requirements of this Agreement. Upon expiration of the six-month period, if operator fails to meet the minimum requirements of this Agreement, this Agreement shall be terminated.

2. A waiver will be granted for requirements based upon law or safety considerations.

3. Maximum Response Time
   a. 0800-1800 20 minutes
   b. 1801-0759 25 minutes

II. ROTATION LISTS

A. The RPD maintains one rotation tow list for all classes of tow trucks to ensure an equitable distribution of calls.

1. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class of tow truck.

2. A call to the operator shall constitute one turn on the list and the operator shall subsequently be moved to the bottom of the list. This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time. If it is determined that the operator is not needed and is canceled by the RPD, up to and including arrival at the scene, there shall be no charges, and the operator will be placed back at the top of the list.

3. If the operator is canceled by the vehicle's owner or agent prior to the operator taking possession of the vehicle, there shall be no charges for towing. The operator shall immediately contact the RPD and advise the RPD of the cancellation. The operator will then be placed back at the top of the list.

4. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the operator may charge a minimum of one-half of the regular hourly service charge for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun, not at the time of response. No lien shall arise for the service unless the operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.

   a. The operator shall not take possession of any vehicle to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.

B. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the RPD Incident Commander.

C. The RPD Incident Commander may direct a RPD rotation tow operator to move vehicles to help clear a roadway or for lifesaving operations. Operator shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

D. The operator shall have a full-service business office and storage facility located within the City of Redlands. However, at the discretion RPD Deputy Chief, the operator may have a full-service business office and storage facility located no more than 3 miles outside of the City of Redlands city limits.

E. Operator shall have a minimum of five (5) years verifiable for-hire-towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a RPD rotation tow listing.

F. Ownership status will be investigated and determined by the RPD.

G. There shall be no more than four operators approved for the rotation tow listing.

III. TOW TRUCK CLASSIFICATIONS

A. The operator shall equip and maintain all tow truck(s) covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the specifications contained in this Agreement, and consistent with industry standards and practices.

1. Notwithstanding CVC section 615, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for rotation tow lists.

2. The operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

B. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck shall be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load.

C. There will be three classes of tow trucks covered under this Agreement:

1. Class A - Light Duty

a. The operator shall maintain a minimum of five tow trucks which has a manufacturer's GVWR of at least 14,000 pounds. Class A equipment specifications can be found in Attachment C of this Agreement.

i. A "trailer for hire" shall not be approved for listing as a Class A tow truck.

ii. Tow operator whose equipment had previously been approved and continuously used on rotation for the RPD and owned by the same operator, but do not have wheel lift capabilities, may apply for and receive a rotation tow listing.

2. Class B- Medium Duty

a. The operator shall maintain a minimum of one tow truck with a GVWR of at least 26,001 pounds. The truck shall be capable of

providing and maintaining continuous air to the towed vehicle. Class B equipment specifications can be found in Attachment C of this Agreement.

1) All Class B tow trucks with a GVWR of less than 26,001 pounds currently approved for the RPD Class B rotation tow list will be allowed to remain on the Class B rotation tow list until June 1, 2028.

b. Tow operator whose equipment had previously been approved and continuously used on rotation for the RPD and owned by the same operator, but do not have wheel lift capabilities, may apply for and receive a rotation tow listing.

3. Class C - Heavy Duty

a. The operator shall maintain at least one three-axle tow truck with a GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. Class C equipment specifications can be found in Attachment C of this Agreement.

1) All Class C tow trucks with a GVWR of less than 48,000 pounds currently approved for the RPD Class C rotation tow list will be allowed to remain on the Class C rotation tow list until June 1, 2028.

b. Tow operator whose equipment had previously been approved and continuously used on rotation for the RPD and owned by the same operator, but do not have wheel lift capabilities and/or three-axles, may apply for and receive a rotation tow listing.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment C of this Agreement.

IV. TOW TRUCK DRIVERS

A. The operator shall ensure that tow truck drivers responding to calls initiated by the RPD are qualified and competent employees of the operator. The operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through

RPD rotation. Tow truck drivers shall be at least 18 years old and possess the following minimum class driver license:

1. Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

2. Class B tow truck - A valid Class C license for nonregulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to CVC section 34500.

3. Class C tow truck - A valid Class A license with valid medical certificate.

B. The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargoes (refer to Attachment B).

C. The operator shall maintain a current list of drivers.

1. The operator shall provide a current list of its drivers to the RPD upon implementation of this Agreement. The operator shall notify the RPD upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the RPD within seven calendar days of any change in driver status.

2. Operator, shall as a minimum, maintain the following information for each employee:

a. Full name.
b. Date of birth.
c. California Driver License number.
d. Copy of valid medical certificate (if required).
e. Job title/description.
f. Current home address.
g. Current phone number.
h. Type(s) of truck(s) driver has been trained and instructed to operate.

D. All tow operator employees shall be fingerprinted by the RPD. The tow operator shall provide Department of Justice fingerprint fee as required by the RPD.

E. Tow operator shall have in its possession a tow truck operator's permit issued by the Chief of Police.

V. RATES

A. Fees charged for response to calls originating from the RPD shall be reasonable and not in excess of those rates charged for similar services provided in response to

requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The operator shall submit its retail hourly rate to the RPD Deputy Chief. The RPD Deputy Chief shall determine the validity and reasonableness of the submitted rates.

    a. Validity will be based upon telephone quotes, posted rates, area CHP rates and charges to retail customers. Any submitted rate in excess of the operator's retail rate (as defined in Attachment A) will be considered invalid and will not be accepted. If the operator submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from RPD rotation tow listing until the next enrollment period.

    b. Reasonableness shall be determined as compared to other rates. If the operator submits a rate that is determined to be excessive, it shall be allowed to resubmit its rates only once.

2. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the RPD. When the operator lowers its retail rate, that retail rate becomes the new approved RPD rate. Operator may only raise rates for RPD calls during enrollment periods or upon approval after a midterm review. Operator may raise rates for non-RPD calls at any time. Rates for RPD calls shall remain at the lowest retail rate until the next enrollment period.

3. If the operator charges rates above its retail hourly rates or submitted rates for a RPD call shall be in violation of this Agreement and subject to disciplinary action including termination of this Agreement.

B. The rate for towing shall be computed from portal to portal. Time expended shall be charged at a rate not to exceed the hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than 15-minute increments. There shall be no additional charges for mileage and labor.

1. The operator may charge up to a thirty-minute minimum per call for base services.

2. The operator may charge up to a one-hour minimum per call on public safety response calls.

3. The operator may only charge a maximum of one-half hour rate for the towing or service calls for RPD vehicles or vehicles towed as evidence.

4. The operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

C. Rates for a service call (out of gas, lockouts and tire changes) shall be from portal to end of service and may be at the hourly rate with up to a thirty-minute minimum. Charges in excess of thirty minutes may be charged in no more than 15-minute increments

D. Fees for Special Operations.

1. For special operations involving Class B and C tow trucks, the operator shall submit its proposed fees for vehicle recovery operations and load salvage operations to the RPD Deputy Chief. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of thirty minutes may be charged in no more than 15-minute increments.

a. Hourly rates shall be established for the following:

i. Auxiliary Equipment, e.g., airbags, converter gear/dolly and additional trailers.

ii. Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.

iii. Contract labor.

b. The RPD Deputy Chief shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.

2. Operator shall submit a markup rate (percentage of the cost to the operator) for retail equipment and specialized labor not otherwise listed on the application.

3. If the operator performs a service for which a required rate was not submitted to, and approved by, the RPD, the operator shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted; the operator may only charge for the actual rate paid for the labor.

E. The total fees charged for afterhours release shall be no more than one-half the hourly rate and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.

F. Storage Fees.

1. The operator shall submit its proposed storage fees, for inside and outside storage, to RPD Deputy Chief. The RPD Deputy Chief shall determine the reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.

2. The operator shall display in plain view at all cashiers' stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.

3. Vehicles stored up to four (4) hours shall not be charged a storage fee. Vehicles stored 24 hours or less shall be charged no more than one day storage. Each day thereafter shall be calculated by calendar day.

4. Store (outdoors) up to **FOUR** (4) evidentiary vehicles free of charge during the course of this Agreement. These evidence storage spots shall be located together and in one area that is out of the way from the day-to- day operations. This is to prevent tampering or unnecessary touching or handling of the vehicles. Additional vehicles held as evidence by RPD shall be charged no more than one half the normal daily rate unless approved by the RPD Deputy Chief.

5. Vehicles stored by the RPD for forfeiture shall be charged no more than three days storage.

G. This Section V entitled "Rate," shall not apply if the operator responds to a RPD call in a location where towing rates for all tow companies are established by a city or county ordinance.

H. The approved schedule of rates charged by the operator shall be available in the tow truck and shall be presented upon demand to the person(s) for whom the tow services were provided, or his/her agent, or any RPD officer at the scene.

I. Rate requirements represent the maximums the operator may charge on a RPD call. The operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge when the operator would not normally charge for such service.

1. No operator or employee of the operator shall refer to any rate as the minimum required or set by the RPD.

VI. COLLUSION

A. The operator and/or applicant shall not conspire, or attempt to conspire, or commit any other act of collusion, with any other operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the RPD, the motoring public, or other operator(s).

1. Examples of "collusion" include but are not limited to: conspiracy by any operator(s) to establish artificially high or low rate(s) for services performed pursuant to this Agreement, conspiracy or attempt to circumvent the midterm review process.

B. A finding by the RPD that the operator or applicant has been involved in collusion shall be cause for termination of this Agreement. The operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the RPD rotation tow list for the current term, plus three years.

VII. RESPONSE TO CALLS

A. The operator shall respond to RPD calls 24 hours per day, seven days a week, within the maximum response time as established by RPD Deputy Chief and as specified in Section I, of this Agreement. The operator shall respond with a tow truck of the class required to tow the vehicle specified by the RPD. The operator shall advise RPD dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the RPD Communications Center. The operator shall not assign initial calls to other tow operators.

1. A failure(s) to respond and/or repeated failure(s) to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement.

a. The RPD Deputy Chief may take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time.

b. When the operator will be temporarily unavailable to provide services due to a preplanned/scheduled activity, e.g., vacation, maintenance or medical leave, it shall notify the RPD Deputy Chief at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

B. The operator, or its employee(s) responding to a RPD call, shall perform the towing or service required for which it was called. This requirement may be waived by the RPD Incident Commander if the requested equipment is inadequate for the service to be performed.

1. Any refusal to respond or to perform the required towing or service will subject the operator to suspension, if deemed appropriate by the RPD.

C. The operator shall not respond to a RPD call assigned to another operator unless requested to do so by the RPD.

1. There may be times when the operator assigned the initial RPD call may require the assistance of an additional operator at the scene. The operator assigned the initial call may, subject to prior agreement with the RPD Deputy Chief, and with the concurrence of the RPD Incident Commander, request a specific operator to assist him/her. The request shall be routed to the additional operator through the RPD.

2. There may be times when the operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a RPD officer requests its assistance in clearing the roadway. In such a case, the operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

D. Only the tow operator's personnel and equipment requested shall respond to a RPD call. Additional personnel and equipment shall be at the approval of the RPD Incident Commander. This shall not preclude the operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

VIII. STORAGE FACILITY

A. The operator shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area shall be provided. The operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles. Operator must display at the front of the business a sign which reads "To report any complaints, contact Redlands Police at 909-798-7681".

B. The operator shall obtain approval from the RPD prior to the removal of any property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle. The requirement to obtain approval from the RPD prior to the removal of property may be excused by the RPD Deputy Chief if it is determined that proper safeguards and procedures are utilized by the operator.

1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.

2. Upon approval from the RPD, the operator shall release personal property from an impounded or stored vehicle at the request of the vehicle owner or his/her agent.

a. There shall be no charge for the release of personal property during normal business hours. Operator may charge an afterhours release fee for property released after normal business hours. The fees charged shall be consistent with the afterhours vehicle release provisions.

b. "Personal property" are items which are not affixed to the vehicle.

i. Personal property includes papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage and tools.

3. Cargo shall be released upon demand of the carrier or pursuant to a court order.

C. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business (when the primary storage facility and the place of business are not at the same location) upon request of the owner or a person having a legal entitlement to the vehicle and/or property.

1. Prior to the utilization of new storage facilities that were not listed on the application for rotation tow listing, the operator shall obtain the Field Services Division Commander's approval and furnish the address.

D. Tow operator shall maintain sufficient storage spaces.

E. The operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

F. For the purpose of this Agreement, "normal business hours" shall be 8:00 a.m. to 6:00 p.m., Monday through Friday, except for the following state recognized holidays:

1. New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

2. Business hours shall be posted in plain view to the public.

3. Operator's employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

G. The release of vehicles shall be conducted in accordance with RPD procedures.

IX. INSURANCE

A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the operator's business is located and is authorized to do business in California:

1. Commercial Business Automobile Liability (as required by Section 16500.5 of the California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than **$500,000** for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than **$1,000,000**. These minimum standards are to include non-owned and hired auto coverage.

2. Uninsured Motorist - Legal minimum, combined single limit.

3. On-Hook Coverage - Ensuring the vehicle in tow with limits based on the size of the tow truck.

a.	Class A tow truck	$25,000
b.	Class B tow truck	$50,000
c.	Class C tow truck	$100,000
d.	Class D tow truck	$100,000

4. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000.

5. Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

6. Workers' Compensation Insurance - Legal minimum requirement.

B. Proof of insurance shall be in the form of a certificate of insurance. Policy expiration or cancellation shall result in the immediate termination of this Agreement. The operator's insurance policy shall provide for the immediate

notification to the RPD in the event that the insurance policy has expired or is canceled. Additionally, the operator shall notify the RPD in advance of the expiration or cancellation of the operator's insurance policy.

C. Failure of the operator to maintain the minimum insurance requirements set forth in this Agreement shall immediately terminate this Agreement, remove the operator from the RPD rotation tow list and be subject to disciplinary action.

X. INSPECTIONS

A. The RPD shall conduct at least one annual inspection of all tow trucks at no charge to the operator. The RPD may conduct additional inspections without notice during normal business hours. The operator shall not dispatch a tow truck (to a RPD call) that has not been inspected and approved by the RPD. The RPD shall inspect a tow truck within thirty days of a request from the operator.

1. If the operator fails an inspection by RPD or the CHP is entitled to only one reinspection. Failure to pass the reinspection shall be cause for the disqualification of the tow truck from use on RPD rotation. The tow truck shall be disqualified until the next enrollment period.

XI. BUSINESS RECORDS

A. The operator shall maintain records, at its place of business, of tow services furnished.

1. Invoices shall at a minimum include a description of vehicle(s), nature of service, start time, end time, location of call and itemized costs of towing and storage. Release information shall include date and time of release and shall include a copy of the RPD release authorization.

2. Records for each call shall indicate the tow truck driver's name and truck used.

B. The operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-RPD tows.

C. The RPD may inspect all operator records without notice during normal business hours.

D. Operator shall permit the RPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.

1. The RPD shall provide a receipt for any (original) records removed from the place of business.

E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.

F. Failure of the operator to comply with the inspection requirements shall be cause for suspension, if deemed appropriate by the RPD.

XII. FINANCIAL INTEREST

A. No operator or applicant shall be directly involved in the towing related business of any other operator or applicant within the City of Redlands. "Directly involved" shall mean anything in common between operators or applicants with regards to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.

B. Storage facilities owned by the operator, and shared with another operator, shall only be approved if the owner/operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

1. Facilities shared by operators shall be physically separated and secured from each other. The RPD Deputy Chief may waive this requirement if deemed appropriate.

C. The sale or transfer of the controlling interest in operator shall immediately terminate this Agreement. The new owner(s) may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the enrollment period.

D. A terminated or suspended operator and the tow business it owned at the time of its suspension or termination shall not be eligible for a rotation listing for the duration of the suspension or termination.

1. This provision applies to the operator working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.

E. Any violation of this section is cause for suspension, if deemed appropriate by the RPD.

XIII. ANNUAL MEETINGS

A. The RPD Deputy Chief may conduct, at a minimum, one annual meeting to discuss issues concerning the tow rotation. Attendance shall be mandatory at all meetings for the operator or its designee wishing to remain on rotation. The RPD shall give the operator thirty (30) days written notice of any such meetings.

XIV. DEMEANOR AND CONDUCT

A. While involved in RPD rotation tow operations or related business, the operator and/or its employee(s) shall refrain from any act(s) of misconduct, to include, but not be limited to, any of the following:

1. Rude or discourteous behavior.

2. Lack of service, selective service or refusal to provide service which the operator is/should be capable of performing.

3. Any act of sexual harassment or sexual impropriety.

4. Unsafe driving practices.

5. Exhibiting any objective symptoms of alcohol and/or drug use.

6. Appearing at the scene of a RPD rotation tow call with the odor of an alcoholic beverage emitting from his/her breath.

a. The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the RPD.

B. All RPD related tow service complaints received by the RPD against the operator or its employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the RPD may initiate disciplinary action as deemed appropriate. In any event, the operator will be notified of the results of any investigation.

C. Should the filing of criminal charges be a possibility, the RPD will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.

D. Any violation of this section is cause for suspension, if deemed appropriate by the RPD.

XV. COMPLIANCE WITH LAW

A. The operator and its employees shall, at all times, comply with federal, state, and local laws and ordinances, which include, but are not limited to, those laws which are applicable to the operator (refer to Attachment B for selected Vehicle Code and Civil Code Sections).

1. In the event of a minor traffic violation(s) by the tow truck driver(s) which is/are known by the RPD, the operator shall be advised of the violation(s) by the RPD. The operator will be granted the opportunity to take necessary steps to ensure that its driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) may be cause for disciplinary action against the operator and/or the involved employee(s).

2. Any flagrant traffic violation(s) may be cause for immediate disciplinary action against the operator and/or the involved employee(s).

B. The provisions contained in this Section XV, Compliance with Law, do not preclude the RPD from taking appropriate enforcement or administrative action for any violations of law.

C. Any conviction of the operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a RPD rotation tow call, or moral turpitude shall be cause for denial of application or termination of this Agreement.

D. Any conviction of an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a RPD rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current RPD rotation tow truck drivers.

E. The operator, or its employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

XVI. COMPLIANCE WITH AGREEMENT

A. The operator agrees, as a condition of inclusion on the rotation tow list, to comply with the terms and conditions of this Agreement. Furthermore, the operator agrees that failure by the operator or its agents to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination from the RPD rotation tow list(s). Alleged violations of this Agreement will be investigated by the RPD. The operator will be notified of the RPD's findings within 30 days of the conclusion of the investigation.

XVII. DISCIPLINARY ACTION

A. The RPD Deputy Chief may take disciplinary action against the operator for violations of this Agreement. The RPD Deputy Chief shall retain discretion

regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

B. Records of violations shall be retained by the RPD for at least 36 months.

C. The following major violations shall be cause for immediate suspension:

1. A violation of the equipment requirements related to safety.
2. A violation of the GVWR and safe loading requirements of a tow truck This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load.
3. A violation of overcharging.
4. A violation of the Redlands Police Department or CHP Biennial Inspection of Terminals (BIT) Program requirements. Any unsatisfactory rating shall be cause for immediate suspension.
5. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in its custody.
6. Failure of the operator to comply with the inspection requirements of this Agreement.
7. Failure of the operator to provide the monthly report, or to pay program or release fees as required by this Agreement.
8. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement.

D. The suspension for the above violations shall remain in effect until the period of suspension imposed is completed, and any and all violation(s) have been corrected and it is confirmed by the RPD that the operator is in full compliance with this Agreement.

E. Failure of the operator or its employee to comply with this Section XIV, Demeanor and Conduct, and/or Section XV, Compliance with Law, may be cause for suspension if deemed appropriate by the RPD Deputy Chief.

1. Minor traffic violations may be considered as minor violations of this Agreement.

2. A tow truck driver, not under the immediate observation of the operator, while on-duty and driving a tow truck, who is arrested and subsequently convicted for misdemeanor while driving under the influence of alcohol and/or drugs, will be subject to suspension from participating as a tow truck driver under the provisions of this Agreement. The length of suspension will be at the RPD Deputy Chief discretion.

F. There shall be no approval of equipment that is not in compliance with the equipment specifications contained in this Agreement at the time of reinstatement. Sections of this Agreement which are commonly referred to as "grandfather clauses" shall no longer apply to the operator who is suspended for one year or more.

G. Major Violations. Violations of the terms and conditions of this Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violations shall be cause for termination.

1. Termination shall be invoked if, in the RPD's judgment, continued participation in the Rotation Tow Program by the affected tow operator may result in a hazard to public safety and/or welfare, or the operator or its employee has been convicted of a crime listed in Sections XVC and XVD, respectively.

2. In lieu of termination, the RPD may impose additional suspensions for longer periods, if deemed appropriate.

H. Minor Violations. Except as specifically stated in this Agreement, minor violations of the terms and conditions of this Agreement may be cause for disciplinary action in the following manner.

1. 1st violation in 12 months - letter of written reprimand.

2. 2nd violation in 12 months - 30-day suspension.

3. 3rd violation in 12 months - 60-to-90-day suspension.

4. 4th violation in 12 months - termination of this Agreement.

a. In lieu of a termination, the RPD may impose additional suspensions for longer periods, if deemed appropriate.

I. Nothing herein shall be deemed to prohibit the RPD from immediately suspending any operator whose conduct, or that of its employee(s), in the discretion of the RPD Deputy Chief, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of an RPD Tow Service Agreement.

XVIII. DISCIPLINE PROCESS AND APPEALS

A. If the operator is in minor violation of this Agreement, operator shall be notified in writing of the violation by the RPD Deputy Chief. The notice of violation shall be mailed to the operator at the address supplied in the “Operator Approval” portion of this Agreement.

B. If the operator is in major violation of the Agreement or facing suspension/termination shall be notified in writing of the violation by the RPD Deputy Chief. The notice of violation shall be delivered to the operator at the address supplied in the "Operator Approval" portion of this Agreement. A confirmation notice of violation shall be mailed to the operator at the address supplied in the "Operator Approval" portion of this Agreement. Except where public safety may be in jeopardy, immediate suspension shall not be in effect until a notice of violation is delivered to the operator. Service is deemed complete when a notice of violation is delivered to the operator or employee of the operator.

C. In the event the RPD serves the operator with a written reprimand or suspension, the operator may request a hearing within seven calendar days by submitting a request in writing to the RPD Deputy Chief. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the RPD Deputy Chief or his/her designee and the operator shall be entitled to present all relevant facts and circumstances in support of his/her position. The operator shall be further entitled to present testimony of at least one representative of a tow truck association or other qualified person. The operator shall be notified in writing of the decision of the RPD Deputy Chief, within ten business days of the date of the hearing.

D. Following a hearing, if the operator is dissatisfied with the RPD Deputy Chief's decision, the operator may request an appeal by submitting a request in writing to the RPD Division commander within seven calendar days. If an appeal is requested, it shall be held as soon as practicable. The appeal shall be conducted by the Chief of Police or his/her designee. The operator shall be notified in writing of the decision of the Chief of Police within ten business days of the date of the appeal. The Chief of Police's decision shall be subject to no further administrative appeal.

E. A suspension shall not take effect until the hearing and appeal process has been exhausted, with the exception of operator whose conduct is deemed to be a danger to the public or whose conduct grossly violates the terms and conditions of this Agreement. If the operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the RPD Deputy Chief or Chief of Police shall be final, and the suspension shall take effect upon written notification to the operator by the RPD Deputy Chief.

XIX. MIDTERM REVIEW OF THE TERMS AND CONDITIONS

A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of this Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the entire towing industry or the RPD. Examples of conditions may include, but not be limited to:

1. Substantial increase or decrease in business expenses.

2. Advances in technology in the industry related to safety issues.

3. Changes in law requiring the RPD or the operators to perform specific functions or operations in order to comply.

4. Changes in the terms and conditions of this Agreement brought about as a result of recommendations from the RPD Deputy Chief and approved by the Chief of Police or his/her designee.

5. Proposed changes to the terms and conditions agreed upon by the RPD Deputy Chief and the operators at the time that the Agreement was signed (e.g., response times).

B. A midterm review of the terms and conditions of this Agreement may only be granted by the Chief of Police.

1. A request for a midterm review of the terms and conditions of this Agreement shall be communicated to the RPD Deputy Chief in writing, from a representative(s) of the towing industry, not merely at the request of a single operator. The RPD Deputy Chief may also request a midterm review if he/she feels it is in the best interests of the public, the tow industry, and/or the Department. The RPD Deputy Chief will route all legitimate requests for midterm review with all pertinent information, through channels, to the Office of the Chief of Police.

2. Conditions indicating a need for midterm review must be substantial and must affect the entire towing industry or the RPD.

a. For purposes of this Agreement, the midterm review process is not intended to provide relief for a single operator who wishes to increase their rates or change any other term or condition of this Agreement, to compensate for financial problems brought about as a result of business decisions or conditions which affect a small percentage of the industry.

3. A request for review will not be processed if there are 60 days or less remaining in the term of this Agreement.

C. A midterm review, when granted by the Chief of Police or his/her designee, will not automatically authorize a change in the terms and conditions of this Agreement. If a midterm review is announced by the Chief of Police, or his/her designee, it is the responsibility of the RPD Deputy Chief to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

1. The RPD Deputy Chief, after completing the review of all pertinent issues, may authorize the operators to submit their proposed changes or he/she may

notify the operators of the changes to be implemented and direct them to comply with those changes. If, after evaluating all pertinent information, the RPD Deputy Chief authorizes or directs a change in the terms and conditions of the Agreement, or if he/she decides that a change is not justified, he/she shall notify the towing industry representative within 14 calendar days of the date of the Chief of Police's announcement authorizing the midterm review.

a. Operators shall resubmit their proposed changes in writing to the RPD Deputy Chief within seven calendar days of the date that the RPD Deputy Chief announces his/her decision. Failure to resubmit a written proposal within the specified time may result in the operator forfeiting its ability to propose more equitable conditions or rates or may be cause for disciplinary action or termination of the Agreement.

   i. If the proposed change affects tow rates only, operators shall resubmit their proposed rates on a new application (CHP 34A). The new application shall contain only the information pertinent to the rate proposals. When received by the Police Department, the new application will be attached to the original application for the current term.

   ii. The RPD Deputy Chief shall determine the reasonableness of the rate, based upon the average of the proposed rates submitted. An additional page with the new rate(s) shall be signed and attached to the original.

2. In the event that the towing industry representative(s) is/are dissatisfied with the RPD Deputy Chief's decision, the towing industry, through its representative(s), may request an appeal by submitting a request in writing to the Chief of Police within seven calendar days. If an appeal is requested, it shall be conducted by the Chief of Police, or his/her designee, as soon as practicable. The number of representatives at the appeal shall be limited to a maximum of two. A designated representative shall be notified in writing of the decision of the Chief of Police within seven calendar days of the date of the hearing.

3. In the event that the RPD Deputy Chief's decision is to direct the operators to resubmit rates which are more reasonable than the current rates, the new rate application process shall not be initiated until the hearing and appeal process is exhausted. If the towing industry, or its representative(s), fail(s) to request a hearing or appeal within the specified time, or fail(s) to appear at a scheduled hearing or appeal, the decision of the RPD Deputy Chief shall be final, and the new rate application process shall begin.

4. In the event that the RPD Deputy Chief's decision is to direct the operators to comply with a change to any other term or condition of this Agreement, e.g., change in response times, the new terms and conditions shall not be initiated until the hearing and appeal process is exhausted. If the towing industry, or its representative(s), fail(s) to request a hearing or appeal within the specified time, or fail(s) to appear at a scheduled hearing or appeal, the decision of the RPD Deputy Chief's shall be final, and the new rate application process shall begin.

XX. ADVERTISING

A. The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the RPD or the Department of Motor Vehicles.

1. Examples include, "Official RPD Tow," "Approved by RPD," "RPD Rotation Tow," and "Police Tow".

2. This will not preclude the RPD Deputy Chief from implementing a system to mark and identify a particular tow truck as having passed the RPD inspection.

B. Any violation of this section is cause for suspension. At a minimum, the suspension shall be for the duration of the advertisement.

XXI. STORAGE

The operator shall maintain available space of adequate area to store and protect disabled vehicles. Such storage space will meet the following standards.

1. Storage lots shall be a minimum area of **60,000** square feet and shall accommodate a minimum of **200** vehicles. Such lots shall be properly fenced in accordance with the zoning and building requirements of the City and be screened from all public rights-of-way and be at least six feet in height. Lots must be equipped as to provide adequate lighting during the hours of darkness, and further will be provided with facilities for locking or otherwise securing the same. Lots should be so located as to be under constant surveillance of the operator and located in an area subject to police patrol.

2. Vehicles requiring special handling for investigation, i.e., fingerprinting, photographing, searching, etc., must be under roof, in a building capable of being secured. Such vehicles will not be moved or touched after storage therein without the consent of the Redlands Police Department Investigating Officer.

3. When it is necessary to remove vehicles other than those in subsection 2 of this Section to other storage facilities to make space available for current impounds, the

Police Department shall be notified in writing within 24 hours of the new location of such vehicles. The new location will meet the requirements established in this chapter.

XXII. RECORD OF IMPOUNDMENT AND STORAGE

The operator shall keep records of all vehicles ordered impounded and stored by the Redlands Police Department, at its place of business. Such records shall be available to members of the Redlands Police Department and to any other person specifically authorized in writing by the Redlands City Manager.

A. Records shall include, but not be limited to:

1. CHP Form 180 Report of Impounded Vehicles.
2. CHP Form 126 Report of Notification of Impound.
3. City Police Department vehicle release order.
4. Copies of registered letters to vehicle owners.
5. Inventory lists of personal property in impounded and stored vehicles.
6. Charge sheets listing tow charges and storage fees against each individual vehicle, and when possible, will contain the owner's release (signature).

B. The Records listed in subsection A of this Section will be maintained in jacket files by date of impound or storage and readily available for the police officer in charge of the investigation, or responsible members of the California Highway Patrol or by any person specifically authorized in writing by the City Manager.

XXIII. WRITTEN PERMISSION REQUIRED TO DO SERVICE OR WORK

The operator shall not perform any service or work upon any police impound in his possession without first obtaining written permission from the vehicle owner or his agent. No work or contract will be entered into between the tow service and operator and the vehicle owner or his agent until the vehicle has been released in writing by the Redlands Police Department.

XXIV. MONTHLY REPORT OF VEHICLES IN STORAGE

The operator shall render a report each month to the Redlands Police Department listing the vehicles remaining in storage. Report shall specify the period of time of storage of the vehicle not being claimed by the owner.

XXV. PROGRAM FEES

A. The operator shall pay the following fees to the City in connection with the operator's participation in the rotational tow program:

1. For all Impounded and Stored Vehicles $168 program fee

B. The tow operator in not responsible for paying a program fee to the Police Department for vehicles towed for evidence purposes, vehicles stored under CVC 22651 (c), Recovered Stolen Vehicle or CVC 22651 (g), Incapacitated Driver.

C. The operator shall render a report each month to the Redlands Police Department listing the vehicles towed. The report shall be on a form specified by the Redlands Police Department and will accompany the required program fees for that month. The report shall cover the previous calendar month and shall be provided within 15 working days.

XXVI. CANCELLATION

This Agreement may be canceled by either party, by giving ten (10) days prior written notice to the other party.

XXVII. ATTORNEY'S FEES

In the event any action is commenced to enforce or interpret the terms, conditions or provision 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.

I. OPERATOR APPROVAL

I certify that I have read and understand this Tow Service Agreement and agree to abide by all provisions. I further warrant and represent that I have the authority to bind operator to the obligations under this Agreement.

I agree to indemnify, defend and save harmless the City of Redlands and its elected officials, officers, agents and employees from any and all claims and losses accruing or resulting from operator's or operator's officers, employees and agent's acts or omissions in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting from operator's or operator's officers, employees and agent's acts or omissions to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the operator's officers, employees and agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

OPERATOR APPROVAL

Signature	Typed Name	
Company	Title	Date
Business Address	Phone Number	

APPROVED:

_____
Rachel Tolber, Chief of Police

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 'A'

DEFINITIONS

APPEAL

The final level of review for written reprimands, suspensions, terminations, or review of the RPD Deputy Chief's decision regarding the midterm review process. An informal review conducted by the RPD Deputy Chief or his/her designee, at which the operator may present evidence or witnesses to show that an action taken by the RPD Deputy Chief was improper, or to mitigate the action taken.

BASE SERVICES

Any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer.

CHIEF OF POLICE

The Chief of Police of the Redlands Police Department.

CHP

The Department of the California Highway Patrol.

ENROLLMENT PERIOD

The period of time when a tow company may submit an application for inclusion on the rotation tow list. The enrollment period will be open for at least 30 days and the dates will be determined by the RPD Deputy Chief.

DURATION OF THE TOW SERVICE AGREEMENT (TSA)

The duration of this TSA shall be set by the RPD Deputy Chief for no less than one year and no longer than three years.

INCIDENT COMMANDER

The uniformed RPD member present at the incident who has scene management responsibilities.

LOAD SALVAGE OPERATIONS

Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, and C tow trucks.

MAJOR VIOLATIONS

Violations of the Tow Service Agreement which are serious enough to require suspension or termination as the first level of disciplinary action.

MINOR VIOLATIONS

Violations of the Tow Service Agreement which are not flagrant and will generally result in a notice of proposed suspension as the first level of discipline. Subsequent minor violations may result in suspension.

NOTICE

All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, or by US mail.

OFFICE OF THE CHIEF OF POLICE

Chief of Police or RPD Deputy Chief.

OPERATOR

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive RPD referred calls. The term "operator" refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the RPD for towing services and to conduct business in accordance with the terms of this Agreement, and its employees.

PARTY OF INTEREST

Refers to the registered owner of the vehicle, or his/her agent. An agent is a party who may lawfully act on behalf of the registered or legal owner of the vehicle.

Deputy Chief (RPD Deputy Chief)

The Deputy Chief in charge of the Redlands Police Department Field Services Division.

PORTAL TO PORTAL

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment, 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed, 3) car towed from side of road on misty night

and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this Agreement, "Portal to Portal" shall also mean "Portal to End of Service."

POSSESSION

Pursuant to Section 3068 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE

A response which results in a storage of a vehicle at the direction of an officer. This does not include a storage at the request of the vehicle operator, registered owner, or agent.

REPRESENTATIVE

A person or group of persons appointed by the operators within the City of Redlands, designated to represent their interests to the RPD Deputy Chief.

RESPONSE TIME

The period of time from the operator's notification by a RPD Communications Center of a call to the arrival of the tow truck at the location requested.

RPD

Redlands Police Department

RETAIL RATE

The usual customary retail rate charged by the operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

SUSPENSION

Removal of the operator from the RPD rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION

Permanent removal of a tow operator from the RPD rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Department's Rotation Tow Program.

TOW TRUCK

A tow truck as defined in Section 615 of the California Vehicle Code. Also includes slide back carriers and wheel lift vehicles.

TOW SERVICE AGREEMENT

A document which sets forth the terms and conditions of an Agreement between the operator and the RPD Deputy Chief representing the RPD.

VEHICLE RECOVERY OPERATION

An operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B or C tow truck(s).

WAIVER OF REQUIREMENTS

Special circumstance provides temporary relief from selected terms and conditions of the Tow Service Agreement.

WRITTEN REPRIMAND

A written notice to the operator which specifies any violation(s) of the Tow Service Agreement, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

ATTACHMENT 'B'

Applicable California Vehicle Code and Civil Code Laws

Note: The laws which govern a tow operator's business and vehicle operations are included in, but not limited to, this Attachment. The list of laws included herein is intended as a general guide only. It is the tow operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to his/her business operations; including those which are and are not listed in this document, any new statutes or ordinances subsequently adopted, as well as amendments, repeals, or modifications of existing statues and ordinances including but not limited to those described in this attachment.

GENERAL

The operator shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code (CVC).

The operator and/or his/her agents, who drive tow trucks, shall be properly licensed in accordance with Section 12804.9 of the California Vehicle Code.

Commercial driver licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. The following table shows the correct license class and endorsement for the vehicle or cargo being transported:

Vehicle Type or Cargo	Class License	Endorsement Code
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B, or C	H
Tank vehicle with hazardous materials	A, B, or C	X

Tow truck drivers shall have the proper class of license and endorsement(s) for the vehicle and cargo being transported, as shown above.

1. Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the driver is required to possess the appropriate class of license and endorsement.

2. Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

A. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

3. Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate and be in possession of a valid medical card.

A. The operator shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) of the California Vehicle Code.

B.. The operator shall comply with the provisions of Section 10854 of the California Vehicle Code.

C. The operator shall comply with the provisions of Section 12110 of the California Vehicle Code.

D. The operator shall comply with the provisions of Division 11, Chapter 9, relating to stopping, standing, or parking, and Chapter 10, relating to the removal and disposition of vehicles.

E. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.

F. Tow trucks towing disabled legal vehicles or legal combination of vehicles shall comply with the vehicle size and weight limitations contained in Division 15 of the California Vehicle Code.

l. Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.

a. The California Department of Transportation issues permit to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:

i. Disabled legal vehicles or legal combination of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of this permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.

ii. Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When one end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.

b. Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.

c. The driver of a tow truck, operating under a transportation permit, shall comply with all the terms and conditions of the permit.

G. The operator shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code.

H. The operator shall comply with Sections 182, 470, and 532 of the California Penal Code, relating to fraud, and conspiracy to commit fraud.

I. The operator shall comply with the provisions of Sections 17200 and 17500 of the California Business and Professions Code, relating to fraudulent or unfair business practices, or false or misleading statements.

4. Specific California Vehicle Code Requirements Relating to Tow Trucks

A. Summarized California Vehicle Code Provisions

1. Unlawful Advertising (25). "It is unlawful for any person to display any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of California Highway Patrol unless such person has lawful authority, permission, or right to make such display."

2. Tow Truck (615). "(a) A 'Tow Truck' is a motor vehicle which has been altered or designed and equipped for and primarily used in the business of towing vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise exclusively used to render assistance to other vehicles. A “roll-back carrier" designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. 'Tow truck' does not include an automobile dismantlers vehicle."

NOTE: A vehicle which is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply with the requirements of the California Vehicle Code Sections cited in this attachment. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks," and is not entitled to special parking privileges under Section 22513.

3. Portable Dolly (4014). "Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration."

4. License Plates (5201). "(a) The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground."

5. Tow Service Unlawful Acts (12110). "(a) Except as provided in subdivision (b), no towing service shall provide, and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services."

6. Stopping or Parking (22513). Section 22513 prohibits a tow truck operator or owner from stopping at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for services or furnishing any towing services unless summoned to that accident scene or disabled vehicle, or flagged down by the owner or operator of the disabled vehicle or by a peace officer. The tow truck driver or owner is also prohibited from removing any vehicle from a highway or public property, without the express written authorization of the vehicle's owner or operator, or a law enforcement officer or agency, when the vehicle has been left unattended or when there is an injury as a result of an accident.

7. Stopping on Freeway (22520). "No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

a. When necessary to avoid injury or damage to persons or property.

b. When required by law or in obedience to a peace officer or official traffic control device.

c. Any person actually engaged in maintenance or construction on freeway property, or any employee of a public agency actually engaged in the performance of official duties.

d. Any vehicle which is so disabled that it is impossible to avoid temporarily stopping and any vehicle which has been summoned to render assistance to a vehicle or person, including a vehicle owned by the donor of free emergency assistance, which has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.

e. In locations where stopping, standing or parking is specifically permitted; provided, however, that buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

f. Any person reporting a traffic accident or other situation or incident to a peace officer or any person specified in subdivision (c), either directly or by means of an emergency telephone or similar device.

g. The owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol for the purpose of rapid removal of impediments to traffic."

8. Towing or Storage Charges: Payment (22651.1). "Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates."

9. Release of the Vehicle (22850.3).

"(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner

or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

(b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name and telephone number of that local agency."

10. Stop lamps, Taillamps, Reflectors (24600, 24603, 24607). In addition to required lighting equipment, tow trucks may be equipped with additional stop lamps, taillamps, and rear reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. Such additional taillamps shall be lighted whenever the headlamps are lighted.

11. Tow Trucks and Towed Vehicles (24605).

"(a) A tow truck or an automobile dismantler-s tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stop lamp, turn signal lamps, and a portable electric extension cord for use in displaying the lamps on the rear of the towed vehicle.

(b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stop lamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall by means of an extension cord display to the rear a stop lamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the tow truck or the automobile dismantler's tow vehicle operator shall by means of an extension cord display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

c. Whenever any motor vehicle is towing another motor vehicle, stop lamps and turn signal lamps are not required on the towed motor vehicle, but only if a stop lamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed

vehicle. This subdivision shall not apply to driveway-towaway operations."

12. Utility Flood Lights (25110). Tow trucks that are used to tow disabled vehicles may be equipped with utility flood or loading lamps mounted on the rear, and sides, which project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway. Tow trucks may display such utility flood lights only during the period of preparation for towing at the location from which a disabled vehicle is to be towed. The flood lamps shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.

13. Warning Lamps on Tow Trucks (25253). Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. Tractor-trailer combinations are exempt from this requirement. Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when such tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

14. Use of Flashing Amber Warning Light (25268). "No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists."

15. Warning Devices on Disabled or Parked Vehicles (25300).

"(a) Every vehicle which, if operated during darkness, would be subject to the provisions of Section 25100, and every truck tractor irrespective of width, shall be equipped with at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination. All reflectors shall be maintained in good working condition.

(b) When any such vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

1. One at the traffic side of the disabled vehicle, not more than 10 feet to the front or rear thereof.

2. One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

3. One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

4. If disablement of any such vehicle occurs within 500 feet of a curve, crest of a hill or other obstruction to view, the driver shall so place the reflector in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicles.

5. If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

c. When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: One at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than 2 feet to the left of the widest portion of the vehicle or load thereon.

d. Until the reflectors required by this Section can be placed properly, the requirements of this Section may be complied with temporarily by either placing lighted red fuses in the required locations or by use of turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously.

e. The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

f. Subdivisions (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway."

16. Use of Fuses (25305).

"(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fuses, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

b. It is unlawful to use any fuse which produces other than a red light."

17. Brakes (26453, 26454, 26458). Disabled motor vehicles equipped with power brakes are exempt from the provisions of Vehicle Code Section 26458 which require a single control on the towing vehicle to operate the brakes on the towed vehicle. Such combinations must meet the stopping distance requirement of 50 feet from an initial speed of 20 miles per hour. The service brakes on the tow truck shall be adequate to control the movement of and stop and hold the combination of vehicles under all conditions and on any grade on which they are operated. Brakes are required to be maintained in good working order at all times.

18. Broom, Shovel and Extinguisher (27700).

"(a) Tow trucks shall be equipped with and carry all of the following:

a. One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

b. One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt

upon that portion of the roadway where the oil or grease has been deposited by the disabled vehicle.

c. One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make such approval.

d. A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code is exempt from this section."

19. Signs, Tow Trucks (27907). "There shall be displayed in a conspicuous place on both the right and left side of a tow truck or an automobile dismantler's tow vehicle used to tow vehicles a sign showing the name of the company or the owner or operator of the tow truck or the automobile dismantler's tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters of the sign shall be not less than 2 inches in height and the lettering shall be in contrast to the color of the background upon which they are placed."

NOTE: California Vehicle Code Section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection between any tow service and the California Highway Patrol.

20. Safety Chains (29004).

a. "Every towed vehicle shall be coupled to the towing vehicle or tow truck by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue or other connection.

b. All safety connections and attachments shall be of sufficient strength to control the towed vehicle in event of failure of the regular hitch, coupling device, drawbar, tongue or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack shall be left in a safety chain, cable or equivalent device than is necessary to permit proper turning. When a drawbar, as defined in Section 300, is used as the towing connection, the safety chain, cable or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar falls."

ATTACHMENT "C"

I. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

A. Tow Truck and Car Carrier Classifications

Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

ATA and Manufacturers Classifications	RPD Rotation Classifications
a. Class 3 - 10,000 - 14,000 pounds GVWR	(Class A Tow Trucks)
b. Class 4 - 14,001 - 16,000 pounds GVWR	(Class A Tow Trucks)
c. Class 5 - 16,001 - 19,500 pounds GVWR	(Class A Tow Trucks)
d. Class 6 - 19,501 - 26,000 pounds GVWR	(Class B Tow Trucks)
e. Class 7 - 26,001 - 33,000 pounds GVWR	(Class B Tow Trucks)
f. Class 8 - 33,001 or more GVWR	(Class C & D Tow Trucks)

B. Equipment Limitations

1. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

1. The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2. The truck must meet all applicable state and/or federal standards.

3. The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

4. Any violation of this element is cause for suspension.

D. Identification Labels

1. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

E. Recovery Equipment Rating

1. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.

c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

F. Safety Chains

1. Safety chains shall be rated at no less than the rating specified by the OEM.

a. Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

b. Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.

c. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

G. Control/Safety Labels

1. All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

H. Signs

1. All tow trucks shall display signs on both sides containing the operator's company name, business address, and telephone number. The signs shall be

permanently affixed and in compliance with the requirements of CVC section 27907.

I. Wire Rope (Cable)

1. Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use by the RPD. Consistent with the California Code of Regulations, Title 13, Section 1305(b), wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, chinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

II. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

A. The Operator shall maintain five (5) tow trucks during the term of the Agreement. Three trucks shall be Class A, one truck shall be Class B and one truck shall be a Class C. A truck of a higher class may be counted as a lower class truck on a one-to-one basis. All tow trucks shall be based and maintained in the City of Redlands.

B. Class A Tow Trucks

1. Minimum Equipment Specifications

a. 10,000-pound GVWR chassis.
b. 4-ton recovery equipment rating.
c. Hydraulic or mechanical winch(es).
d. 100 ft. 3/8" 6 x 19 cable or original equipment manufacturers (OEM) specifications.
e. Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.
f. Safety chains, 5/16" alloy or OEM specifications.
g. Tow sling rating 3,000 pounds, when equipped.
h. Wheel lift safety straps or equivalent mechanical device.
i. All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
j. Tow dolly.
k. One 3-ton snatch block.
l. Wheel lift rating - retracted. 3,000 pounds.
85" extension*. 3,000 pounds.

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.

C. Class A Car Carrier - One Car

1. Minimum Equipment Specifications

a. 10,000-pound GVWR chassis.
b. Hydraulic or mechanical winch.
c. 50 ft. 3/8" 6 x 19 cable or OEM specifications.
d. J/T hook loading bridle/chains.
e. Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.
f. All required tie-down straps and safety chains shall be used as required during towing operations.

D. Class A Car Carrier - Two Cars

1. Minimum Equipment Specifications

a. 16,001-pound GVWR chassis.
b. Hydraulic or mechanical winch.
c. 50 ft. 3/8" 6 x 19 cable or OEM specifications.
d. J/T hook loading bridle/chains.
e. Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

i. All required tie-down straps and safety chains shall be used during towing operations.

E. Class B Tow Truck

1. Minimum Equipment Specifications

a. 19,501-pound GVWR chassis.
b. Air brakes or hydraulic w/air hookup package.
c. 14-ton recovery equipment rating.
d. Hydraulic or mechanical winch(es).
e. 150 ft. 7/16" 6 x 19 cable or OEM specifications.
f. Tow chains, 1/2" alloy or OEM specifications.
g. Safety chains, 1/2" alloy or OEM specifications.
h. Tow sling rating 7,000 pounds.
i. Two 8-ton snatch blocks.
j. Wheel lift safety straps or equivalent mechanical device.

i. All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

k. Wheel lift or under lift rating retracted. ..... 10,000 pounds.
85" extension*. 8,000 pounds.

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar or from the center line of the rear axle to the center of the lift forks.

F. Class B Car Carrier

1. Minimum Equipment Specifications

a. 19,501-pound GVWR chassis.
b. Hydraulic or mechanical winch.
c. 50 ft. 3/8" 6 x 19 cable or OEM specifications.
d. J/T hook loading bridle/chains.
e. Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

1. All required tie-down straps and safety chains shall be used during towing operations.

G. Class C Tow Truck

1. Minimum Equipment Specifications

a. 33,000-pound GVWR chassis.
b. Air brakes w/air hookup package and single control compressor.
c. 25-ton recovery equipment rating.
d. Hydraulic or mechanical winch(es).
e. 200 ft. 5/8" 6 x 19 cable or OEM specifications.
f. Tow chains, 5/8" alloy or OEM specifications.
g. Safety chains, 5/8" alloy or OEM specifications.
h. Tow sling rating 12,000 pounds.
i. Two 12-ton snatch blocks.
j. Under lift rating - retracted. .....25,000 pounds.
100" extension*..... 12,000 pounds.

* Measured from the center line of the rear axle to the center of the lift forks.

H. Class D Tow Truck

1. Minimum Equipment Specifications

a. 50,000-pound GVWR chassis.

b. Air brakes w/air hookup package.
c. 300-ton recovery equipment rating.
d. Hydraulic or mechanical winch(es).
e. 250 ft. 3/4" 6 x 19 cable or OEM specifications.
f. Tow chains, 5/8" alloy or OEM specifications.
g. Safety chains, 5/8" alloy or OEM specifications.
h. Tow sling rating 20,000 pounds.
i. Two 12-ton snatch blocks.
j. Under lift rating - retracted. .....32,000 pounds.
100" extension*..... 16,000 pounds.

* Measured from the center line of the rear axle to the center of the lift forks.

III. AUXILIARY EQUIPMENT

A. Required Equipment All Classes

1. Extension - Brake and tail lamps.
2. Fire extinguisher (Approved 4-B, C rating or better).
3. Flashlight.
4. Broom.
5. Shovel.
6. Wrecking bar (large pry bar).
7. Reflective triangles.
8. Equivalent of six 30-minute flares.
9. Covered trash can(s) with absorbent.
10. Shop rags and/or paper towels.
11. Shop to truck communications (C/B and cellular phones excluded).

B. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1. Adequate emergency supply of fuel in an approved container.
2. Booster battery or hot box starting system.
3. Hydraulic jack capable of handling passenger cars and light trucks.
4. Metric and standard lug wrenches.
5. Rubber mallet/hub cap tool.
6. Lockout tools.
7. Motorcycle straps (Class A only).
8. Sledgehammer.
9. Tool kit may include:

a. Assorted open end wrenches; standard, 1/4" - 7/8" and Metric, 6-19 mm.
b. Assorted screwdrivers; Straight blade and Phillips.

c. Crescent wrench.
d. Ball peen hammer.
e. Pliers.
f. Battery and terminal cleaning tools.
g. Mechanic's wire.
h. Plastic electrical tape/duct tape.
i. Tire valve core tool.
j. Miscellaneous fuses.
k. Small pry bar.
l. Socket Sets; 1/4" - 1" and 6-19 mm.
m. Ratchet and extensions.

C. Class A

1. Required Equipment

a. One 3-ton rated snatch block.
b. Towing sling - J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
c. Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
d. Car carrier - J/T hook loading bridle, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

D. Class B

1. Required Equipment

a. Towing sling - J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
b. Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
c. Truck hitch - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
d. Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.
e. Two 8-ton rated snatch blocks.
f. Axle covers/caps.
g. Air hoses and necessary fittings to provide air to the towed vehicle.

E. Classes C and D

1. Required Equipment

   a. Towing sling - Tow chain assembly, a 4"x4"x60" and a 6"x6"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
   b. Truck hitch - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
   c. Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.
   d. Steering wheel clamp.
   e. Two 12-ton rated snatch blocks.
   f. Axle covers/caps.
   g. Air hoses and necessary fittings to provide air to the towed vehicle.

ATTACHMENT "D"

Applicant's Instruction for Completing the CHP 234A and RPD 234B

I. GENERAL INFORMATION

A. The following instructions are being provided to assist you in the accurate completion of the necessary forms. Please be sure to sign and date the application form as indicated. You should thoroughly read and understand the Tow Service Agreement prior to submitting your application. After completing the application form (CHP 234A), return the entire package, along with the certificate of insurance as specified in Element 9 of the Tow Service Agreement, to the RPD for approval. Incomplete applications will not be accepted. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled.

II. SPECIFIC INSTRUCTIONS FOR FORMS PREPARATION

A. Application for Rotation Tow Listing (CHP 234A)

1. Completely fill out and sign the CHP 234A. Incomplete applications will not be accepted. All information on the CHP 234A must be complete. Any misrepresentation on the application will be grounds for criminal and/or disciplinary action.

B. Rotation Tow List - Tow Truck Inspection Guide (RPD 234B)

1. Upon preliminary approval, the RPD will provide you with a CHP 234B, Tow Truck Inspection Guide for each tow truck.

2. You should complete the top section of the CHP 234B (Tow Truck Inspection Guide) with company and vehicle information prior to the scheduled inspection date.

3. The following instructions will assist you in preparing this section of the form:

a. Company name as it shows on application.
b. Year vehicle manufactured.
c. Make of vehicle.
d. Model of vehicle.
e. License number.
f. Vehicle identification number.
g. Gross vehicle weight rating as rated by the manufacturer.
h. Check the appropriate equipment type.

Minimum requirements

The following is a list of minimum requirements for the 2025–2028 Tow Contract with the Redlands Police Department.

Please review each requirement carefully and place a check mark in the box to the left of each item your company can commit to. After completing the checklist, sign and date the form at the bottom. Completion of this checklist is mandatory to be considered for inclusion in the tow contract.

Business & Location Requirements

- ☐ Business office and storage facility within Redlands or within 3 miles of city limits.
- ☐ Minimum of 5 years verifiable for-hire towing experience
- ☐ Sign clearly identifying business as towing service, visible from the street

Tow Trucks Requirements

- ☐ Maintain a minimum of 5 Class A tow trucks (GVWR ≥ 14,000 lbs)
- ☐ At least 1 Class B truck (GVWR ≥ 26,001 lbs)
- ☐ At least 1 Class C truck (3-axle, GVWR ≥ 48,000 lbs)
- ☐ All trucks must meet CVC & Title 13 specifications
- ☐ No trailers for hire counted as primary tow trucks
- ☐ Tow trucks must pass RPD inspection before use

Tow truck Driver Requirements

- ☐ Driver 18+ with valid license for truck class operated
- ☐ Maintain and update current driver list within 7 calendar days of changes
- ☐ Drivers fingerprinted by RPD & have valid medical certificate (if required)

Response & Operation Requirements

- ☐ Ability to respond 24/7
- ☐ 20 minute response (0800-1800)
- ☐ 25 minute response (1801-0759)

- Notify Redlands Police Dispatch if unable to respond or meet time requirements.
- No subcontracting initial calls
- No charge if tow canceled before possession

Rate & Fee Requirements

- Submit reasonable rates (not above retail rate)
- Towing billed from portal to portal
- Operator will pay city a program fee of $168 per tow except evidence tows
- Store up to 4 evidentiary vehicles free of charge

Storage & Records Requirements

- Maintain 60,000 sq. ft. secured storage for 200+ vehicles
- Report weekly list of stored vehicles to Redlands Police Department
- Maintain impound and storage records per Redlands Police standards

Insurance Requirements

- Class A: $500,000 liability, $25,000 on-hook
- Class B: $1,000,000 liability, $50,000 on-hook
- Class C: $1,000,000 liability, $100,000 on-hook
- Workers' comp and garage liability required

Conduct & Compliance Requirements

- No rude or unsafe conduct by employees
- No alcohol/drug use on duty
- Submit to alcohol screening if requested
- No advertising suggesting RPD affiliation

Signature: _____ Print Name: Michael Armada

Company Name: Armada Transport Inc Date: 05/20/2025

DBA Armada Towing

Minimum requirements

The following is a list of minimum requirements for the 2025–2028 Tow Contract with the Redlands Police Department.

Please review each requirement carefully and place a check mark in the box to the left of each item your company can commit to. After completing the checklist, sign and date the form at the bottom. Completion of this checklist is mandatory to be considered for inclusion in the tow contract.

Business & Location Requirements

- ☐ Business office and storage facility within Redlands or within 3 miles of city limits.
- ☐ Minimum of 5 years verifiable for-hire towing experience
- ☐ Sign clearly identifying business as towing service, visible from the street

Tow Trucks Requirements

- ☐ Maintain a minimum of 5 Class A tow trucks (GVWR ≥ 14,000 lbs)
- ☐ At least 1 Class B truck (GVWR ≥ 26,001 lbs)
- ☐ At least 1 Class C truck (3-axle, GVWR ≥ 48,000 lbs)
- ☐ All trucks must meet CVC & Title 13 specifications
- ☐ No trailers for hire counted as primary tow trucks
- ☐ Tow trucks must pass RPD inspection before use

Tow truck Driver Requirements

- ☐ Driver 18+ with valid license for truck class operated
- ☐ Maintain and update current driver list within 7 calendar days of changes
- ☐ Drivers fingerprinted by RPD & have valid medical certificate (if required)

Response & Operation Requirements

- ☐ Ability to respond 24/7
- ☐ 20 minute response (0800-1800)
- ☐ 25 minute response (1801-0759)

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- ☒ Notify Redlands Police Dispatch if unable to respond or meet time requirements.
- ☒ No subcontracting initial calls
- ☒ No charge if tow canceled before possession

Rate & Fee Requirements

- ☒ Submit reasonable rates (not above retail rate)
- ☒ Towing billed from portal to portal
- ☒ Operator will pay city a program fee of $168 per tow except evidence tows
- ☒ Store up to 4 evidentiary vehicles free of charge

Storage & Records Requirements

- ☒ Maintain 60,000 sq. ft. secured storage for 200+ vehicles
- ☒ Report weekly list of stored vehicles to Redlands Police Department
- ☒ Maintain impound and storage records per Redlands Police standards

Insurance Requirements

- ☒ Class A: $500,000 liability, $25,000 on-hook
- ☐ Class B: $1,000,000 liability, $50,000 on-hook
- ☐ Class C: $1,000,000 liability, $100,000 on-hook
- ☒ Workers' comp and garage liability required

Conduct & Compliance Requirements

- ☒ No rude or unsafe conduct by employees
- ☒ No alcohol/drug use on duty
- ☒ Submit to alcohol screening if requested
- ☒ No advertising suggesting RPD affiliation

Signature: _____ Print Name: Mostafa Bahrami

Company Name: Broncs Towing Inc Date: 5-19-2025

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Minimum requirements

The following is a list of minimum requirements for the 2025–2028 Tow Contract with the Redlands Police Department.

Please review each requirement carefully and place a check mark in the box to the left of each item your company can commit to. After completing the checklist, sign and date the form at the bottom. Completion of this checklist is mandatory to be considered for inclusion in the tow contract.

Business & Location Requirements

- ☐ Business office and storage facility within Redlands or within 3 miles of city limits.
- ☐ Minimum of 5 years verifiable for-hire towing experience
- ☐ Sign clearly identifying business as towing service, visible from the street

Tow Trucks Requirements

- ☐ Maintain a minimum of 5 Class A tow trucks (GVWR ≥ 14,000 lbs)
- ☐ At least 1 Class B truck (GVWR ≥ 26,001 lbs)
- ☐ At least 1 Class C truck (3-axle, GVWR ≥ 48,000 lbs)
- ☐ All trucks must meet CVC & Title 13 specifications
- ☐ No trailers for hire counted as primary tow trucks
- ☐ Tow trucks must pass RPD inspection before use

Tow truck Driver Requirements

- ☐ Driver 18+ with valid license for truck class operated
- ☐ Maintain and update current driver list within 7 calendar days of changes
- ☐ Drivers fingerprinted by RPD & have valid medical certificate (if required)

Response & Operation Requirements

- ☐ Ability to respond 24/7
- ☐ 20 minute response (0800-1800)
- ☐ 25 minute response (1801-0759)

- Notify Redlands Police Dispatch if unable to respond or meet time requirements.
- No subcontracting initial calls
- No charge if tow canceled before possession

Rate & Fee Requirements

- Submit reasonable rates (not above retail rate)
- Towing billed from portal to portal
- Operator will pay city a program fee of $168 per tow except evidence tows
- Store up to 4 evidentiary vehicles free of charge

Storage & Records Requirements

- Maintain 60,000 sq. ft. secured storage for 200+ vehicles
- Report weekly list of stored vehicles to Redlands Police Department
- Maintain impound and storage records per Redlands Police standards

Insurance Requirements

- Class A: $500,000 liability, $25,000 on-hook
- Class B: $1,000,000 liability, $50,000 on-hook
- Class C: $1,000,000 liability, $100,000 on-hook
- Workers' comp and garage liability required

Conduct & Compliance Requirements

- No rude or unsafe conduct by employees
- No alcohol/drug use on duty
- Submit to alcohol screening if requested
- No advertising suggesting RPD affiliation

Signature: _____ Print Name: Chris Navarro - Manager

Company Name: Pepe's Towing Service Date: 5/14/2025

Minimum requirements

The following is a list of minimum requirements for the 2025–2028 Tow Contract with the Redlands Police Department.

Please review each requirement carefully and place a check mark in the box to the left of each item your company can commit to. After completing the checklist, sign and date the form at the bottom. Completion of this checklist is mandatory to be considered for inclusion in the tow contract.

Business & Location Requirements

- ☐ Business office and storage facility within Redlands or within 3 miles of city limits.
- ☐ Minimum of 5 years verifiable for-hire towing experience
- ☐ Sign clearly identifying business as towing service, visible from the street

Tow Trucks Requirements

- ☐ Maintain a minimum of 5 Class A tow trucks (GVWR ≥ 14,000 lbs)
- ☐ At least 1 Class B truck (GVWR ≥ 26,001 lbs)
- ☐ At least 1 Class C truck (3-axle, GVWR ≥ 48,000 lbs)
- ☐ All trucks must meet CVC & Title 13 specifications
- ☐ No trailers for hire counted as primary tow trucks
- ☐ Tow trucks must pass RPD inspection before use

Tow truck Driver Requirements

- ☐ Driver 18+ with valid license for truck class operated
- ☐ Maintain and update current driver list within 7 calendar days of changes
- ☐ Drivers fingerprinted by RPD & have valid medical certificate (if required)

Response & Operation Requirements

- ☐ Ability to respond 24/7
- ☐ 20 minute response (0800-1800)
- ☐ 25 minute response (1801-0759)

- Notify Redlands Police Dispatch if unable to respond or meet time requirements.
- No subcontracting initial calls
- No charge if tow canceled before possession

Rate & Fee Requirements

- Submit reasonable rates (not above retail rate)
- Towing billed from portal to portal
- Operator will pay city a program fee of $168 per tow except evidence tows
- Store up to 4 evidentiary vehicles free of charge

Storage & Records Requirements

- Maintain 60,000 sq. ft. secured storage for 200+ vehicles
- Report weekly list of stored vehicles to Redlands Police Department
- Maintain impound and storage records per Redlands Police standards

Insurance Requirements

- Class A: $500,000 liability, $25,000 on-hook
- Class B: $1,000,000 liability, $50,000 on-hook
- Class C: $1,000,000 liability, $100,000 on-hook
- Workers' comp and garage liability required

Conduct & Compliance Requirements

- No rude or unsafe conduct by employees
- No alcohol/drug use on duty
- Submit to alcohol screening if requested
- No advertising suggesting RPD affiliation

Signature: Lilliana Vach Print Name: Lilliana Vach

Company Name: Wilson Towing LLC Date: May 20, 2025

City Council Meeting **H. 19.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order modification in the amount of $10,000 with Law Enforcement Medical Services for the remainder of the fiscal year (Police Chief Tolber)

MOTION(S):

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

I move that the City Council approve a purchase order modification in the amount of $10,000 with Law Enforcement Medical Services for the remainder of fiscal year 2024-25.

RECOMMENDATION:

Staff recommends City Council authorize staff to execute the modification of an existing purchase order with Law Enforcement Medical Services.

DISCUSSION:

A sole source purchase order was prepared in the amount of $30,000 with Law Enforcement Medical Services (LEMS) to provide Redlands Police department with phlebotomy services and sexual assault and homicide examinations. LEMS has nearly exhausted the amount due to increased services and costs. Staff is requesting additional funds to cover service for the remainder of this fiscal year. The current purchase order amount is $30,000, and upon approval of additional funds, the total purchase order amount will be $40,000.

ALTERNATIVES:

City Council may decide to not to approve the modification to the purchase order.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$10,000
Budgeted Y/N:	Y
Account No.:	101202-6105

Discussion:

There is no fiscal impact associated with this action. Sufficient funding remains in the FY24/25 account 101202-6105.

City Council Meeting **I. 1.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: City Council Ad Hoc Committee report and recommendations relating to City Commissions, Boards and Committees; and possible direction to staff regarding proposed changes to City Commissions, Boards and Committees (Mayor Pro Tem Shaw and Council Member Barich)

MOTION:

I move to direct staff to work with the Ad Hoc Committee to finalize changes to the City's Commission, Boards and Committees as recommended by the City Council; and prepare amendments to the Redlands Municipal Code to incorporate those changes for consideration by the City Council at a regular meeting in September.

DISCUSSION:

On April 15, 2025, an Ad Hoc Committee of the City Council was formed to review all charters for the City's Commissions, Boards, and Committee (collectively "Commissions"). Mayor Pro Tem Shaw and Council Member Barich were appointed to the Ad Hoc Committee. Subsequently, the committee met with the Chairpersons for each Commission and are now ready to report their findings and recommendations to the full Council.

For the purpose of this report, all Commissions include the Airport Advisory Board, Citrus Preservation Commission, Cultural Arts Commission, Disaster Council, Historic and Scenic Preservation Commission, Human Relations Commission, Library Board of Trustees, Measure T Oversight Committee, Municipal Utilities and Public Works Commission, Parks and Recreation Advisory Commission, Planning Commission, Street Tree Committee, Traffic and Parking Commission and Utility Advisory Commission.

The following is a summary of the Ad Hoc Committee's recommendations.

- All Commissions shall use consent agendas to increase meeting efficiency.
- All Commissions shall use a standard meeting agenda template approved by the City Attorney.
- All Commissions shall have standard term limits of two four-year terms, with the option for a third four-year term with a four-fifths vote of the City Council, except for the Library Board of Trustees, the Measure T Oversight Committee and the Utility Advisory Commission.
- For Commissions with Student Commissioners, modify the rule to include both high school sophomores and juniors as eligible to apply.

Findings and recommendations for each individual Commission are as follows:

Airport Advisory Board

- Charter reviewed and appropriately reflects mission.
- Recommendation:
    - Move to quarterly meetings*
    - Reduce membership to five (5) Board Members

Citrus Preservation Commission

- Charter reviewed and it is suggested that Council discuss scope/charter of the Commission moving forward.
- Recommendation:
    - Move to quarterly meetings*
    - Reduce membership to five (5) Board Members

Cultural Arts Commission

- Charter reviewed and appropriately reflects mission.
- Recommendation:
    - Move to quarterly meetings*
    - Reduce membership to five (5) Commissioners

Disaster Council - No recommendations at this time since the Fire Department is currently reviewing the Disaster Council’s scope and mission to align with current Emergency Operations Plans.

Historic and Scenic Preservation Commission

- Charter reviewed and appropriately reflects mission.
- Current membership is appropriate.
- Monthly meetings are appropriate to accommodate timely review of applications. Meetings are regularly canceled when there are no agenda items.

Human Relations Commission

- Charter reviewed and appropriately reflects mission.
- Recommendation:
    - Move to quarterly meetings*
    - Reduce membership to seven (7) Commissioners to include 5 regular members appointed by Council Members by District, one (1) high school student Commissioner and one (1) college student Commissioner.

Library Board of Trustees

- Charter reviewed and appropriately reflects mission.
- Current membership is appropriate. (Ref: California Education Code Section 18910)
- Monthly meetings are appropriate (Ref: California Education Code Section 18914)

Measure T Oversight Committee - No changes recommended.

Municipal Utilities and Public Works Commission

- Charter reviewed and appropriately reflects mission.
- Recommendation:
    - Move to quarterly meetings*
    - Reduce membership to five (5) Commissioners

Parks and Recreation Advisory Commission

- Charter reviewed and appropriately reflects mission
- Recommendation:
    - Move to quarterly meetings*
    - Reduce membership to five (5) Commissioners

Planning Commission

- Charter reviewed and appropriately reflects mission
- Bi-monthly meetings (twice per month) are appropriate.
- Current membership is appropriate.

Street Tree Committee

- Charter reviewed and appropriately reflects mission
- Recommendation:
    - Move to quarterly meetings*
    - Reduce membership to five (5) Committee Members

Traffic and Parking Commission

- Charter reviewed and appropriately reflects mission.
- Recommendation:
    - Move to quarterly meetings*

- Reduce membership to five (5) Commissioners

Utilities Advisory Commission

- Charter reviewed and appropriately reflects mission.
- Current membership is appropriate.
- Two-year terms are appropriate.

*While quarterly Commission meetings are being recommended, it should be noted that nothing precludes a Commission from calling a Special Meeting if necessary.

SUBMITTED BY:
Mayor Pro Tem Shaw and Council Member Barich

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

City Council Meeting **I. 2.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible direction to staff relating to the selection of a lead labor negotiator for the upcoming labor contract negotiations with the City's bargaining units, including the possible formation of, and appointments to, an Ad Hoc Committee of the City Council to interview and make a recommendation of a lead labor negotiator to the full Council (Assistant City Manager McConnell)

MOTION:

Option 1

> I move to direct staff to retain Laura Kalty of Liebert Cassidy Whitmore to serve as the City's lead labor negotiator for the upcoming contract negotiations with the City's bargaining units.

Option 2

> I move to approve the formation of an Ad Hoc Committee of the City Council for the purpose of interviewing and making a recommendation to the full Council of a lead labor negotiator to represent the City in the upcoming contract negotiations with the City's bargaining units; and, I further move to appoint _____ and _____ to the ad hoc committee.

DISCUSSION:

The current Memoranda of Understanding (MOUs) between the City and its nine bargaining units will expire on June 30, 2026. As the City prepares for the upcoming negotiations, an important step in the process is to select a lead labor negotiator to represent the City during the collective bargaining process with the various units. Historically, the City has either had Human Resources staff serve as the lead negotiator or retained labor counsel to serve as the lead negotiator. In 2022, the City selected Laura Kalty of Libert Cassidy Whitmore to serve as

lead negotiator for the MOUs that are currently in effect. Staff is once again recommending the use of a professional labor negotiator to represent the City in the upcoming contract negotiations.

As an option, the City Council may choose to utilize Ms. Kalty once again as the lead negotiator on behalf of the City. Having already served as the City's lead negotiator, Ms. Kalty is aware of the bargaining relationships and has an understanding of the existing contract language in the various MOUs. However, as an alternative option, the City Council may choose to form an Ad Hoc Committee of the Council to interview experienced labor negotiators and make a recommendation to the full Council at a regular meeting in September of this year. 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:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney

City Council Meeting **J. 1.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8707- Delinquent Municipal Services Account Report
(Mayor to declare the meeting open as a public hearing)

A. Resolution No. 8707 will approve the Delinquent Municipal Services Account Report and submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing (Management Services/Finance Director Garcia)

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 City Clerk for comments/questions/testimony received from members of the public.
5. Mayor closes the public hearing.
6. City Council considers the motion and votes.

MOTION(S):

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

I move to adopt Resolution No. 8707.

RECOMMENDATION:

Staff recommends that the Council adopt Resolution No. 8707, a resolution of the City Council of the City of Redlands approving the Delinquent Municipal Services Account Report and subsequent submittal of this report to the Auditor-Controller of San Bernardino County for recordation of a Special Assessment on the 2025-2026 tax roll against properties resulting from

non-payment of certain City of Redlands municipal services accounts.

DISCUSSION:

To maintain healthy and sanitary conditions, Redlands Municipal Code (RMC) Section 13.64.070 states:

"The fact that any property is occupied shall be prima facie evidence that solid waste is being generated and accumulated upon such property and that service charges for the collection and disposal thereof are due to the City. Every person owning or occupying any property in the City shall keep such property in a clean and sanitary condition and shall not cause or permit solid waste to collect or accumulate upon; provided, however, that this provision shall not be construed to interfere with any customer keeping building materials upon property during the construction, reconstruction, or repair of a building or structure thereon under a valid building permit, nor with the keeping of wood neatly piled upon such property for household use."

This section further states:

"Every property shall subscribe to automated or non-automated solid waste services. It is unlawful for any property to keep, accumulate, or permit to be kept or accumulated, any solid waste in or upon any private place unless the same shall be in a container for such as specified in this chapter. It is unlawful for any property to fail or neglect to provide for the removal of solid waste from such property in accordance with the provisions of this chapter."

The Customer Service Division's standard procedures include regular bills, reminder notices, final notices, courtesy phone calls, and special certified letters when attempting to collect payment for delinquent municipal service bills, which include solid waste and recycling services, household hazardous waste disposal services, and street cleaning services.

Delinquent accounts are sent letters indicating that the City may move forward with procedures in accordance with the Redlands Municipal Code Section 13.64.060 (B) which states, in part:

"In addition to any other remedies it may have for the collection of delinquent accounts, the city may cause notice of a hearing on delinquent accounts in accordance with Government Code sections 25830.1 and 38790.1. Such notice shall be mailed to property owners listed as delinquent accounts not less than ten (10) days prior to the date of the hearing. At the hearing, the City Council shall hear any objections or protests of such property owners. The City Council may make such revisions, corrections or deletions to the report of delinquent accounts as it deems just, after which, by resolution, the report shall be confirmed. The delinquent charges set forth in the delinquent account report

may be placed as a lien on such properties for the amount of such delinquent charges plus legal fees and administration costs. A certified copy of the confirmed report shall be filed with the city clerk, for the current tax roll."

Twenty-nine (29) letters were mailed to property owners on July 1, 2025, providing them with notice that the City Council would hold a public hearing on July 15, 2025 "to consider the submittal of a report to the Auditor-Controller of San Bernardino County for recordation of a special assessment on the 2025-2026 tax roll against [their specific] property resulting from non-payment of a City of Redlands municipal services account".

If these delinquent accounts are not paid by August 04, 2025, they will be included on the 2025-2026 tax roll that staff will submit to the County no later than the final deadline of August 10, 2025. Staff will accept payments on delinquent accounts up until August 4th such that any and all accounts that are brought current as a result will be excluded from the list being sent to the County for recordation.

The cost to apply a Special Assessment to the next tax roll is $0.30 per assessment/parcel submission, charged to the property owner. At the time the notices were prepared for mailing, 29 accounts totaling $25,748.80 were delinquent. However, the amounts reported to the County Auditor-Controller for inclusion on the tax roll may be less if any or all of these accounts are paid by August 4th, 2025. For accounts that are still active and receiving service, additional bi-monthly charges will continue to accrue and will be billed to the current accounts of record. In the event the accounts fail to pay future bills in a timely manner and additional delinquencies accrue, future special assessments may be placed on the tax roll to secure payment from the customer.

ALTERNATIVES:

The City Council could direct staff to enlist the services of a collection agency for all delinquent accounts, including owner-occupied, that would attempt to collect the delinquent revenues due the City. This option would require the city to forfeit a portion of any amounts the collection agency was successful in collecting on behalf of the City, which is approximately 30% of the total receivable. It may also have an adverse effect on the account holder's credit score.

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
Tabitha Crocker, Facilities & Community Services Director

PREPARED BY:
Aimee Hoover, Revenue Manager

Fiscal Impact

Fiscal Year:	2025-2026
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$25,748.80
Budgeted Y/N:	Y
Account No.:	various

Discussion:

Approval of this resolution will provide for escalated procedures in an attempt to capture $25,748.80 in lost revenue associated with municipal services rendered.

Attachments

Resolution No. 8707
Sample Customer Letter
Preliminary Delinquent Municipal Utility Accounts

RESOLUTION NO. 8707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DELINQUENT MUNICIPAL SERVICES REPORT AND SUBMITTAL OF THE REPORT TO THE AUDITOR OF SAN BERNARDINO COUNTY FOR LIEN PROCESSING

WHEREAS, the City of Redlands has provided service and properly billed and noticed delinquent accounts based on a preliminary report dated June 27, 2025 for solid waste and recycling collection and disposal, household hazardous waste disposal, and street cleaning services; and

WHEREAS, certain property owners receiving such services, as shown on the last available assessment roll, have failed to take action to pay the outstanding delinquent balance owed to the City; and

WHEREAS, measures are being taken in accordance with Chapter 13.64 of the Redlands Municipal Code which states "…in the event of non-payment of any portion of the municipal services statement, any charges for service shall be deemed the responsibility of the property owner and may result in a lien against the property;" and

WHEREAS, pursuant to Chapter 13.64 of the Redlands Municipal Code, a duly noticed public hearing was held on July 15, 2025, so that the property owners could object or protest the proposed adoption of this resolution, and

WHEREAS, the City Council of the City of Redlands, having considered the delinquent solid waste service accounts, together with any objections and protests by property owners, desires to declare the delinquent accounts as special assessments and cause such accounts to be recorded as a lien against the properties benefitting from the provision of such services.

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. The City Council approves the submittal of delinquent solid waste service accounts to the auditor of San Bernardino County, who will record and enter the assessments on the property tax roll against the properties that remain delinquent as of August 5, 2025.

Section 2. The City Clerk of the City of Redlands is hereby authorized and directed to send a certified copy of this resolution, to the auditor, or the officer holding the equivalent position of auditor, for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 15th day of July, 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 July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

July 1, 2025

CUSTOMER NAME
CUSTOMER ADDRESS
CITY, STATE ZIP

RE: APN # 0123456000000
PREMISE ADDRESS: #### W SAN BERNARDINO AVE
DELINQUENT BALANCE AS OF THIS NOTICE: $XXX.XX

NOTICE OF PUBLIC HEARING

This notice is to inform you that on Tuesday, July 15, 2025, at 6:00 p.m. in the City of Redlands Council Chambers located at 35 Cajon St., Suite 2, Redlands, California, the Redlands City Council will hold a public hearing to consider the submittal of a report to the Auditor of San Bernardino County for recordation of a Special Assessment on the 2025-2026 tax roll against your property resulting from non-payment of a City of Redlands municipal services account. As the property owner of record, you have the opportunity to present to the City Council comments and/or testimony regarding this matter.

To prevent this impending lien action, please remit your past due balance in full no later than Monday, August 4, 2025.

Please be informed that if the assessment is imposed on your property, the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of a property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

For questions regarding this matter, please contact Cindy Tryon, Utility Customer Service Supervisor, at (909) 798-7678 Ext. 1, or Aimee Hoover, Revenue Manager at (909) 798-7596.

Sincerely,

Danielle Garcia
Management Services/Finance Director

June 27, 2025 Report
Preliminary Delinquent
Municipal Services Accounts

APN		Total Account Balance
0301142330000		$ 50.70
0300022170000		$ 70.92
0300373010000		$ 98.66
0300041060000		$ 101.36
0300394070000		$ 101.36
0301142030000		$ 101.36
0301142080000		$ 101.36
0301143380000		$ 187.88
0301141650000		$ 202.72
0300262110000		$ 212.91
0300263110000		$ 223.13
0300061290000		$ 283.90
0300161330000		$ 296.26
0176062320000		$ 319.83
0300061090000		$ 408.55
0300131180000		$ 467.92
0300215250000		$ 482.82
0301151520000		$ 482.82
0300131160000		$ 558.33
0300262050000		$ 558.33
0301191120000		$ 576.10
0300511040000		$ 576.10
0300215240000		$ 791.40
0167681070000		$ 957.59
0300215580000		$ 1,046.40
0173181120000		$ 1,847.31
0169212220000		$ 4,031.71
0294121190000		$ 4,053.56
0292491010000		$ 6,557.51
Total All Parcels		**$ 25,748.80**
Count		**29**

City Council Meeting **K. 1.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Recycled Water Supply Agreement with Southern California Edison 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 that approval of a Recycled Water Supply Agreement with Southern California Edison 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 City Council approval of the Recycled Water Supply Agreement with Southern California Edison.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a Recycled Water Supply Agreement with Southern California Edison 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 Recycled Water Supply Agreement with Southern California Edison.

DISCUSSION:

On June 3, 2003, the City and Mountainview Power Company, LLC (Mountainview) executed a Reclaimed Water Supply Agreement (Agreement) to provide reclaimed water produced at the City's wastewater treatment plant (WWTP) for use as cooling tower water at the Mountainview facility. The initial term of the Agreement was twenty (20) years and allowed for as many as four (4) successive five (5) year extensions. Sometime after execution of the Agreement, Mountainview transitioned to Southern California Edison (SCE).

When the original Agreement was executed, the City had not yet constructed its reclaimed water production facility and distribution pipeline (Project). The Agreement identified each party's obligation to participate in the construction, operation, and maintenance of the Project. The Agreement also included risk-mitigation language related to the potential pitfalls and uncertainties of the Project. However, the Project was successfully constructed and has operated well for more than two (2) decades. The original Agreement obligated SCE to *"take-or-pay"* for 3,000 acre-feet of reclaimed water each year, although SCE only used approximately 1,500 acre-feet of reclaimed water annually throughout the initial term. Nonetheless, the City was obligated to "reserve" 3,000 acre-feet of reclaimed water annually for potential SCE use, which prevented the City from expanding its reclaimed water customer base within the "donut hole" area. Much of the original Agreement language is no longer applicable. Therefore, MUED and SCE staff worked cooperatively to draft a new Recycled Water Supply Agreement (RW Agreement).

MUED staff and SCE staff began negotiating terms for the RW Agreement in 2022, prior to the end of the initial Agreement term. SCE requested one (1) year Agreement extensions in May 2023 and May 2024 due to unanticipated staffing issues that delayed the negotiation The RW Agreement:

- Is modeled after the original Agreement;
- Includes an initial term of twenty (20) years;
- Removes language that is no longer applicable, such as language related to construction of facilities;
- Updates terms and language to comport with current regulations and laws;
- Simplifies recycled water unit pricing and invoicing;
- Includes a reasonable annual unit price escalation that more closely aligns the SCE rate with the City's standard recycled water unit price through the RW Agreement term;
- Reduces the SCE annual *"take-or-pay"* volume to 1,500 acre-feet, which allows the City to expand its recycled water customer base;
- Obligates the City to provide recycled water that meets California State Water Resources Control Board Title 22 standards.

Approval of the RW Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that there is no possibility that doing so will have a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Approval of the Recycled Water Supply Agreement supports Strategic Plan Priority D - Sustainability, Strategic Objective 2 - "Expand the non-potable water system". This agreement increases annual recycled water availability by 1,500 acre-feet annually, which allows the City to expand its recycled water customer base.

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

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year: FY 25/26
Revenue Generating: Y
Appropriation Required Y/N: N
Discussion:
There is no fiscal impact associated with this action. Revenues generated through this agreement will offset the cost to produce recycled water for use by Southern California Edison.

Attachments

2003 Reclaimed Water Supply Agreement
SCE Extension Request_May 2023
SCE Extension Request_May 2024
20250715 Recycled Water Supply Agreement
Recycled Water Supply Agreement Rate Escalation Schedule

RECLAIMED WATER SUPPLY AGREEMENT

RECLAIMED WATER SUPPLY AGREEMENT (this "**Agreement**"), dated as of June 3, 2003, by and between Mountainview Power Company, LLC ("**Mountainview**") and the City of Redlands ("**Redlands**"). Both Mountainview and Redlands are hereinafter sometimes referred to as a "**Party**" and, collectively, as the "**Parties**".

WHEREAS, Mountainview is developing a power generation facility (as further defined below, the "**Project**") which will provide substantial benefits for the State of California and the Redlands area;

WHEREAS, Redlands is constructing and will own and operate a water reclamation facility (as further defined below, the "**Redlands Facility**") for the handling, treatment and delivery of reclaimed water which meets and is anticipated to continue to meet all applicable governmental requirements (such treated water, as further defined below, "**Reclaimed Water**");

WHEREAS, Redlands and Mountainview have entered into that certain Development Agreement, effective as of October 24, 2000 (as in effect from time to time, the "**Development Agreement**"), relating to the Project; and

WHEREAS, Redlands is willing to provide and Mountainview is willing to accept, in each case pursuant to the terms of this Agreement, Reclaimed Water;

NOW THEREFORE, the Parties hereto, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE I

DEFINITIONS

"**Bankruptcy Code**" means the Bankruptcy Reform Act of 1978, Title II of the United States Code, as amended, and any other applicable law with respect to bankruptcy, insolvency or reorganization that is successor thereto.

"**Bankruptcy Event**" means, in respect of any Person, (a) such Person shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code or any similar or corresponding insolvency law, (v) file a petition seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (vi) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against such Person in an involuntary case under the Bankruptcy Code or any similar or corresponding insolvency law, or (vii) take any other action for the purpose of effecting any of the foregoing; or (b) a proceeding or case shall be commenced without the application or consent of such Person in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution, winding-up, or the composition or readjustment of debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Person

under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 90 or more consecutive days, or any order for relief against such Person shall be entered in an involuntary case under the Bankruptcy Code or any similar or corresponding insolvency law.

"**Base Rate**" has the meaning specified in Section 2.2(a).

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which banking institutions are authorized or obligated by law or executive order to close in the City of New York or the State of California.

"**Capital Improvements**" means any new equipment or facilities, or replacement of existing equipment or facilities (in either case such as force main piping or pumps) and related items necessary to ensure that the Pipeline is capable of delivering Reclaimed Water to the Delivery Point in the quantities specified in this Agreement.

"**Commencement Notice**" means a written notice from Mountainview to Redlands delivered at the election of Mountainview at the later to occur of Substantial Completion of the Project and the Redlands Facility being able to produce Reclaimed Water meeting the requirements of this Agreement.

"**Delivery Point**" means the point immediately south of the Project on San Bernardino Avenue where the Pipeline is physically connected to the Project, capable of delivering a minimum of 3,500 gallons per minute of water to the Project, and at a minimum hydraulic grade line of "maximum water level tank plus 10 feet."

"**Development Agreement**" has the meaning specified in the Recitals to this Agreement.

"**Escalation Start Date**" has the meaning specified in Section 2.2(c).

"**Excess Reclaimed Water**" has the meaning specified in Section 2.1(c).

"**Financing Parties**" shall mean those Persons (other than Mountainview) party to the loan contracts, promissory notes, documents, guarantee contracts, mortgages, pledges, subordination contracts, assignment contracts, subscription contracts, capital contribution contracts and other documents related to the acquisition of debt (whether senior or subordinate) and capital to carry out the Project, including any modification, extension, renewal, refinancing or replacement of the same.

"**Force Majeure**" means an event beyond the reasonable control, and not attributable to the negligence or willful misconduct, of the Party affected, including but not limited to the following: flood; earthquake; storm; lightning; fire; explosion; war; riot; civil disturbance; strike; sabotage; or electrical outage; *provided, however*, that Force Majeure shall not include any equipment failure due to normal wear and tear or due to neglected maintenance or repair.

"**Governmental Approval**" means any law, rule or regulation of any Governmental Authority and any authorization, consent, approval, license, franchise, lease, ruling, permit (including but not limited to any National Pollutant Discharge Elimination System (NPDES) permit), tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority (including, without limitation, zoning variances, special exceptions and non-conforming uses) relating to the construction, ownership, operation or maintenance of the Project, the Pipeline or the Redlands Facility (including those relating to Reclaimed Water), as the case may be.

"**Governmental Authority**" means the California Department of Health Services and any national, federal, state, provincial, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity with authority over any aspect of the construction or operation of the Project, the Pipeline, the Reclaimed Water or the Redlands Facility, but excluding in each case Redlands.

"**Minimum Standards**" means the minimum acceptable quality of Reclaimed Water described in Exhibit "A" attached hereto and incorporated herein.

"**Mountainview**" has the meaning specified in the Recitals to this Agreement.

"**Non-Conforming Notice**" has the meaning specified in Section 2.4(a).

"**Non-Conforming Reclaimed Water**" means reclaimed water from the Redlands Facility which would otherwise be Reclaimed Water but for its failure to meet all requirements of applicable Governmental Approvals and the Minimum Standards.

"**Parties**" or "**Party**" has the meaning specified in the Recitals to this Agreement.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, incorporated or unincorporated association, joint stock company, trust, or other unincorporated organization, governmental body, instrumentality or agency, or other entity of any kind.

"**Pipeline**" means the approximately 3 mile pipeline, related pumphouse and ancillary facilities required to connect the Delivery Point with the Redlands Facility for the purpose of delivery of Reclaimed Water in accordance with this Agreement. The Pipeline will be comprised of, among other things, an approximately 24" diameter pipe and related pumphouse with a design capacity of 7,000 gallons per minute rate.

"**Project**" means the power generation facility to be constructed in Redlands, California, including any water supply facilities installed by Mountainview on Mountainview's side of the Delivery Point.

"**Project Financial Closing**" means the date Mountainview obtains an initial drawdown on the financing for the construction of the Project. Mountainview agrees to provide written notice to Redlands within thirty (30) days after Mountainview obtains such initial drawdown.

"**Real Estate Rights**" means those interests in real estate of a recordable and insurable nature, including but not limited to fee interests, easements and rights of way and any other interests in real estate reasonably acceptable to Mountainview including revocable or irrevocable licenses, necessary or desirable for the siting of the Pipeline.

"**Reclaimed Water**" means Reclaimed water provided from the Redland's Facility which meets all applicable Governmental Approvals and the requirements described in Exhibit "A" and is delivered through the Pipeline.

"**Redlands**" has the meaning specified in the Recitals to this Agreement.

"**Redlands Facility**" means the water reclamation facility owned and operated by Redlands located in Redlands, California which will provide Reclaimed Water transported by and through the Pipeline under and in accordance with the terms of this Agreement.

"**Shortfall Notice**" has the meaning specified in Section 2.1(a).

"**Signal Indicator**" means the real-time water tank level indicator signal located at or near the Delivery Point.

"**SoCal Index**" means the consumer price index for Los Angeles-Riverside-Orange County for a calendar year as published in the United States Department of Commerce, Bureau of Economic Analysis publication entitled "Survey of Current Business".

"**Substantial Completion**" means the date that "Substantial Completion" of the Project occurs or is deemed to have occurred under the engineering, construction and procurement contract relating to the Project.

ARTICLE II

SUPPLY OF RECLAIMED WATER

SECTION 2.1 Reclaimed Water Supply.

(a) Subsequent to completion of the Pipeline and promptly following delivery of a Commencement Notice and throughout the Term of this Agreement, Redlands shall use its best efforts to make available to Mountainview by January 1, 2005, unless otherwise provided for in Section 2.1(b) a daily quantity of Reclaimed Water of not less than 5.04 million gallons per day. If Redlands is unable on any day to make available such daily minimum quantity of Reclaimed Water, whether due to a shortage of Reclaimed Water, due to the presence of Non-Conforming Reclaimed Water or otherwise, Redlands shall promptly (but in any event within 5 hours of obtaining knowledge thereof) notify Mountainview orally (with prompt written confirmation thereof) or in writing of such inability to provide the minimum daily quantity of Reclaimed Water (a "**Shortfall Notice**"). Each Shortfall Notice shall specify (i) that a shortfall in the delivery of Reclaimed Water has occurred or will occur, the amount of such shortfall, the reasons for such shortfall and the anticipated length of such shortfall, including in each case all relevant dates and (ii) the steps Redlands is taking to remedy the shortfall. Redlands shall undertake to remedy such shortfall at its sole expense and as promptly as practicable.

(b) All Reclaimed Water shall be provided at a pressure customary for similar service and mutually agreed to by the Parties. Actual acceptances of Reclaimed Water by Mountainview may be less than the maximum allowed and actual usage will, at the sole discretion of Mountainview, vary according to the electric dispatch of the Project, weather conditions and electrical outages (forced or scheduled). Mountainview shall also have the right to stop deliveries of Reclaimed Water in the event that the water stored in the on-site storage tank on the site of the Project is above the 50 percent level and Redlands shall act in such event to stop deliveries of Reclaimed Water without additional notice from Mountainview. Title and risk of loss of Reclaimed Water shall pass to Mountainview upon Mountainview's receipt of such Reclaimed Water at the Delivery Point. Until such time as title to Reclaimed Water passes to Mountainview, Redlands shall bear risk of loss of Reclaimed Water and shall retain liability for any and all claims, costs, demands, damages, expenses, liabilities and losses relating to Reclaimed Water or other discharges from the Redlands Facility.

(c) If Reclaimed Water is available from the Redlands Facility in an amount in excess of 4,000 acre feet ("**Excess Reclaimed Water**") per year, Mountainview shall purchase the Excess Reclaimed Water to the extent it can be utilized by Mountainview for any lawful purpose and any acceptances of Excess Reclaimed Water shall be in accordance with the terms of this Agreement, including but not limited to Section 2.2. The foregoing provisions of this Section 2.1(c) notwithstanding, Mountainview shall have the right at all times to utilize water from other sources, including without limitation from wells located or controlled by Mountainview or its affiliates.

(d) In the event that Redlands is unable in good faith to deliver the Reclaimed Water by January 1, 2005, Redlands shall notify the California Energy Commission of its inability to so deliver and the date, if any, by which Redlands anticipates that Reclaimed Water will be delivered.

(e) During the period prior to the delivery of the Commencement Notice, Redlands shall use its best efforts to deliver to the Delivery Point sufficient Reclaimed Water to support the start-up, commissioning and testing of the Project and Mountainview shall pay Redlands the variable portion of the Base Rate as contemplated by Section 2.1(b) for such volumes of Reclaimed Water actually received at the Delivery Point. Unless otherwise agreed by Redlands, the amount of Reclaimed Water to be delivered by Redlands pursuant to this Section 2.1(e) shall not exceed 100 acre feet.

(f) Mountainview shall provide Redlands with an estimate of Reclaimed Water needs every Friday prior to the following week's operation to assist Redlands in developing delivery schedules for Reclaimed Water, and the Parties shall work together in good faith to coordinate the timing of delivery of Reclaimed Water in accordance with such notice and the other terms of this Agreement; *provided, however* that Mountainview shall be under no obligation to accept any or all of the anticipated Reclaimed Water if Mountainview's actual demand for such is less than the estimate provided to Redlands. Subject to the requirements of applicable Governmental Approvals and prudent practice, Redlands shall use its best efforts to coordinate any transmission of Reclaimed Water discharge so as to maximize the quantity of Reclaimed Water made available to Mountainview with due regard to the timing of the Project's Reclaimed Water requirements.

(g) The foregoing provisions of this Section 2.1 notwithstanding, Redlands shall, at all times during the Term, use its best efforts to meet Mountainview's Reclaimed Water requirements.

SECTION 2.2 Compensation.

(a) Subject to Sections 2.2(c) and 3.2(c) below, Mountainview shall pay Redlands monthly in accordance with Section 4.1(c) for all Reclaimed Water delivered to the Delivery Point during the prior month. The base rate for Reclaimed Water (the "**Base Rate**") supplied shall be according to the following schedule:

ACRE FEET (GALLONS PER YEAR)	$/PER ACRE FOOT ($/PER 1000 GALLONS)
0 - 4,000	$110.00
(0 - 1,303,315,200)	($0.337)
For Excess Reclaimed Water	$60.00 ($0.184)

(b) The rates specified in Section 2.2(a) above are stated as of January 1, 2004 (the "**Escalation Start Date**"). As of the Escalation Start Date, the variable portion of the Base Rate shall be $60.00 per acre foot ($0.184 per 1000 gallons), with the remainder being the fixed portion of the Base Rate. During the Term, the variable portion of the Base Rate shall be subject to escalation on each anniversary of the June 1 of the year Reclaimed Water is delivered to the Project in accordance with the SoCal Index (with 2004 being the base year), or if the parties so elect, such other mutually agreeable escalation index.

(c) Notwithstanding Section 2.2(a) above, but subject to Section 2.4(b), Mountainview shall take or pay for a minimum of 3,000 acre feet per year at the fixed portion of the Base Rate, if the Reclaimed Water is deliverable by Redlands to the Delivery Point. Such annual take or pay requirements shall be measured from the anniversary of the date of delivery of the Commencement Notice, which shall occur, or be deemed to have occurred, no later than September 30, 2005; *provided, however* that neither party shall be liable for their respective inability to deliver or take such Reclaimed Water at any time prior to such date. Notwithstanding the foregoing, in the event that delivery of Reclaimed Water to Mountainview occurs after the date of delivery of the Commencement Notice, the annual take or pay obligations set forth in this Section 2.2 shall be based on the later date.

SECTION 2.3 Service Interruptions.

Upon the event of a temporary interruption or curtailment in Reclaimed Water delivery attributable to a break or leak in the Pipeline or otherwise, Redlands shall have a reasonable period of time, not to exceed 18 hours from the commencement of the interruption or curtailment, to make needed repairs and to restore full service. Redlands shall provide a Shortfall Notice in accordance with Section 2.1(a) upon the interruption or curtailment of Reclaimed Water under this Section. If Redlands fails to restore full service within such period of time, the following provisions shall apply:

(a) Mountainview shall have the right, but not the obligation, to contract with such contractors as reasonably approved by Redlands from time to time to step in and remedy the interruption or curtailment, with the good faith cooperation and under the direction of a Redlands engineer or other duly appointed official of Redlands.

(b) All reasonable costs associated with the taking of actions under Section 2.3(a) shall be borne by Redlands.

SECTION 2.4 Non-Conforming Reclaimed Water.

(a) Redlands and Mountainview shall mutually and in good faith cooperate to designate a laboratory to be used for analyzing Reclaimed Water quality, at Redlands' sole expense, prior to the commencement of deliveries of Reclaimed Water in order to analyze the quality of the Reclaimed Water prior to, and as a condition to, Redlands' delivery of Reclaimed Water to Mountainview. The Parties may, from time to time, designate in writing a successor or replacement laboratory to conduct any analysis of Reclaimed Water under this Agreement.

(b) Either party may, from time to time, take samples of Reclaimed Water for the purpose of analyzing the Reclaimed Water delivered or to be delivered under this Agreement. If at any time during the Term, the Reclaimed Water is reasonably suspected by Redlands or Mountainview to be Non-Conforming Reclaimed Water or any sample conducted pursuant to the first sentence of this Section 2.4(b) indicates that Non-Conforming Reclaimed Water has been or is to be delivered, a confirmation sample shall be collected and analyzed, at Redlands' sole expense, at the laboratory chosen pursuant to Section 2.4(a). In the event that such confirmation sample is determined to be Non-Conforming Reclaimed Water, (i) Redlands shall immediately stop delivery of Reclaimed Water and shall, at its sole expense, take any and all corrective action needed to conform the Reclaimed Water to the Minimum Standards and Governmental Approvals and provide additional samples confirming that the Reclaimed Water meets the Minimum Standards and Governmental Approvals and (ii) Mountainview shall be relieved of its obligations to take Reclaimed Water under Section 2.2(c) and the annual minimum take or pay obligations under this Agreement shall be reduced on a pro rata basis.

(c) If Redlands becomes aware that it has provided or will provide Non-Conforming Reclaimed Water, Redlands shall promptly (but in any event within 5 hours of obtaining knowledge thereof) notify Mountainview orally (with prompt written confirmation thereof) or in writing (a "**Non-Conforming Notice**"). Each Non-Conforming Notice shall specify (i) the cause of such Reclaimed Water being Non-Conforming Reclaimed Water and (ii) the steps Redlands is taking to remedy the situation.

(d) Mountainview shall have the right to reject all Non-Conforming Reclaimed Water. Redlands shall have the responsibility at its own cost and expense to accept and treat or re-treat any Non-Conforming Reclaimed Water rejected by Mountainview. Redlands shall have the responsibility at its own cost and expense to transport any Non-Conforming Reclaimed Water Mountainview rejects back to the Redlands Facility through the Pipeline or to the nearest available and practicable point of entry into Redlands waste water collection system or such other disposal method elected by Redlands.

(e) Any Non-Conforming Reclaimed Water accepted by Mountainview shall not be subject to the rates in Section 2.2(a) above or any other payment obligations under this Agreement, nor shall Redlands be entitled to any other form of compensation in respect of such Non-Conforming Reclaimed Water.

(f) Redlands acknowledges and agrees that it shall be solely responsible to pay for, or reimburse Mountainview to the extent Mountainview has paid for, all claims, costs, demands, damages, expenses, increased operation and maintenance expenses or costs (including those relating to the Project, the Pipeline or the Redlands Facility), liabilities and repairs or replacement of equipment (including repairs or replacement of equipment of the Project, the Pipeline or the Redlands Facility) arising, directly or indirectly, from the delivery of any Non-Conforming Reclaimed Water under this Agreement unless the delivery of such Non-Conforming Reclaimed Water was notified and accepted in accordance with the terms of this Agreement.

ARTICLE III

PIPELINE, SIGNAL INDICATOR AND REAL ESTATE RIGHTS

SECTION 3.1 Concerning the Signal Indicator and the Pipeline.

(a) Mountainview shall be solely responsible, at its cost and expense, for purchasing and installing the Signal Indicator. As soon as is reasonably practical following the execution of this Agreement and from time to time thereafter as is reasonably necessary, the Parties shall meet to discuss the final design and siting of the Signal Indicator. The Parties agree to cooperate in good faith to effect the purposes of this Article.

(b) Redlands shall be solely responsible, at its cost and expense, for constructing and installing the Pipeline and operating and maintaining the Signal Indicator. As soon as is reasonably practical following the execution of this Agreement and from time to time thereafter as is reasonably necessary, the Parties shall meet to discuss the final design and siting of the Pipeline. The Parties agree to cooperate in good faith to effect the purposes of this Article.

(c) Redlands shall be solely responsible, at its cost and expense, for final design of the Pipeline, the selection of the contractor to construct the Pipeline and the siting of the Pipeline. Mountainview shall have the right to review and comment on the design of the Pipeline, the selection of the contractor and the siting of the Pipeline and Redlands shall incorporate those of Mountainview comments that it finds reasonable and in accordance with prudent practice and applicable Governmental Approvals.

(d) Mountainview and Redlands shall cooperate in good faith to obtain the necessary Real Estate Rights for the construction, operation and maintenance of and access to the Pipeline. From time to time Mountainview and Redlands shall meet and discuss the siting of the Pipeline and the course of action best suited to obtain such Real Estate Rights in the most time efficient manner and with the least cost.

SECTION 3.2 Operation and Maintenance of the Pipeline and Signal Indicator.

(a) Redlands shall operate and maintain the Pipeline and the Signal Indicator in a good and workmanlike manner, consistent with prudent practices and shall continuously maintain the Pipeline and the Signal Indicator in good operating condition and in compliance with all Governmental Approvals applicable to the Pipeline and the Signal Indicator. Such operation and maintenance by Redlands shall be accomplished in a manner so as to minimize to the maximum extent practicable any disruption or interruption in the services to be provided under this Agreement.

(b) Redlands shall install, own and maintain metering equipment to measure the delivery of Reclaimed Water to the Delivery Point. The metering equipment shall transmit to Mountainview and Redlands the daily amount of Reclaimed Water delivered to the Delivery Point in accordance with this Agreement. At least once every year, or more frequently if Mountainview reasonably requests, and with at least one week prior written notice to Mountainview, Redlands shall test the accuracy of the metering equipment, at which time Mountainview shall have the right to be present. If such test indicates that the metering equipment is not measuring accurately, Redlands shall recalibrate or replace the metering equipment and, if appropriate, a billing adjustment shall be made.

(c) Mountainview shall make available to Redlands such rights of access to its property as may be reasonably necessary to allow Redlands to meet its obligations under this Agreement in respect of the operation and maintenance of the Signal Indicator. Prior to Redlands obtaining access to the property of Mountainview as described in this Section 3.2(c), Redlands shall provide evidence reasonably acceptable to Mountainview that Redlands has in place insurance coverage with reputable and credit worthy insurers sufficient to insure against any risks that may be encountered in connection with such access.

SECTION 3.3 Capital Improvements to the Pipeline.

(a) Redlands shall bear costs and expenses in connection with the implementation of the Capital Improvements to the Pipeline.

(b) In the event that Redlands or its agents causes damage to the property of Mountainview (including but not limited to the Project) while constructing, installing, operating, maintaining or repairing the Capital Improvements or the Pipeline, Redlands shall restore or pay Mountainview to restore, at Mountainview's election, Mountainview's property or the Project as nearly as possible to its condition prior to such damage. In the event that Mountainview causes damage to the Capital Improvements or the Pipeline while constructing, installing, operating, maintaining or repairing the Project, Mountainview shall restore or pay Redlands to restore, at Redlands' election, the Capital Improvements or the Pipeline as nearly as possible to its condition prior to such damage.

ARTICLE IV

ADDITIONAL OBLIGATIONS OF THE PARTIES

SECTION 4.1 Additional Obligations of Redlands.

(a) Promptly upon obtaining knowledge thereof (but in any event within 5 hours of obtaining knowledge thereof), Redlands shall provide Mountainview with oral (with prompt written confirmation thereof) or written notice of any violation of applicable Governmental Approvals relating to the Redlands Facility or the Pipeline.

(b) Promptly after submission thereof to the applicable Governmental Authority, Redlands shall provide Mountainview with a copy of any report, filing, notice, request for variance or similar document filed with or submitted to a Governmental Authority that relates to the Redlands Facility and that may affect the delivery of Reclaimed Water under and in accordance with this Agreement or the Pipeline.

(c) Not later than the fifteenth day of each month following the month in which delivery of Reclaimed Water commences or at such other time as required in accordance with this Agreement, Redlands shall provide to Mountainview a written invoice specifying in reasonable detail (including the method of calculation of any amounts invoiced) the amount claimed by Redlands from Mountainview in accordance with this Agreement, including amounts under Sections 2.2, 3.2, and 3.3. Undisputed amounts set forth in any invoice shall be due and payable by Mountainview not later than 20 days following receipt of such invoice.

(d) Redlands shall, upon prior written or oral request therefor, provide Mountainview, the Financing Parties and each of their respective agents, consultants, advisors and representatives with escorted access during normal business hours to the Redlands Facility, the Pipeline and the other property of Redlands as may be reasonably requested in connection with the development, financing, construction, operation and maintenance of the Project. Redlands shall, upon prior written or oral request therefor, provide Mountainview, the Financing Parties and each of their respective agents, consultants, advisors and representatives with access during normal business hours to (and the right to reproduce) Redlands books and records relating directly or indirectly to this Agreement and the performance of Redlands obligations hereunder (including books and records relating to Governmental Approvals and compliance therewith) as may be reasonably necessary in connection with the development, financing, construction, operation and maintenance of the Project.

(e) Upon the reasonable request of Mountainview, Redlands shall, at the cost and expense of Mountainview, execute such additional certificates, documents, instruments, agreements and take such actions as may be reasonably required to give effect to the terms and conditions of this Agreement.

(f) Not later than the fifteenth day of each month following the commencement of delivery of Reclaimed Water or at such other time as required in accordance with this Agreement, Mountainview shall provide to Redlands a written invoice specifying in reasonable detail (including the method of calculation of any amounts invoiced) the amount claimed by

Mountainview from Redlands in accordance with this Agreement. Undisputed amounts set forth in any invoice shall be due and payable by Redlands not later than 30 days following receipt of such invoice.

(g) Upon the reasonable request of Redlands, Mountainview shall, at its cost and expense, execute such additional certificates, documents, instruments, agreements and take such actions as may be reasonably required to give effect to the terms and conditions of this Agreement.

ARTICLE V

FORCE MAJEURE

SECTION 5.1 Force Majeure.

If either Party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, *provided, that*:

(a) the non-performing Party gives the other Party written notice not later than seventy-two (72) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of the disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;

(b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) the non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the foregoing, the settlement of strikes, lockouts, and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle any strike, lockout or other labor dispute on terms which it deems inadvisable.

ARTICLE VI

TERM

SECTION 6.1 Term.

(a) This Agreement shall take effect upon execution of the appropriate counterpart by each Party and, except as provided in Section 6.1(b), Section 6.1(c) or Section 6.2 below, shall remain in effect for a period of twenty (20) years (the "**Term**"). Mountainview may elect, in its sole election, to extend this Agreement for one (1) or more (but in no event more than four (4)) successive five (5) year terms by providing written notice to that effect to Redlands not later than six (6) months prior to the expiration of the then effective Term. All references in this Agreement to the word "Term" shall mean the initial twenty (20) year Term as extended by Mountainview and during the Term of this Agreement (as it may be extended) all the provisions

of this Agreement shall remain in full force and effect; *provided*, that in respect of the compensation provisions of this Agreement: (i) the variable portion of the Base Rate shall continue to escalate in accordance with Section 2.2(b); (ii) the fixed portion of the Base Rate (which is not subject to escalation pursuant to Section 2.2(b)) shall increase by 10% for each five (5) year extension elected by Mountainview; and (iii) the take or pay requirements set forth in Section 2.2(c) shall not apply to any extension elected by Mountainview.

(b) This Agreement may be terminated by Mountainview in its sole discretion (i) if Mountainview is unable to obtain financing for the Project or (ii) if Mountainview is unable to obtain all permits, licenses, and approvals necessary to construct and operate the Project. Termination under this Section 6.1(b) shall be effective upon Redlands receipt of notice to that effect.

(c) Either Party may terminate this Agreement if Mountainview has not delivered a Commencement Notice by September 30, 2005. Notwithstanding the foregoing, in the event a Commencement Notice is delivered prior to the delivery of written notice terminating this Agreement under this Section 6.1(c), this Section 6.1(c) shall become inapplicable.

SECTION 6.2 Early Termination for Event of Default.

(a) Mountainview may terminate this Agreement (i) upon a Bankruptcy Event of Redlands or (ii) if Redlands fails to perform or observe any of its material obligations under this Agreement within the time contemplated by this Agreement and such failure continues for a period of time greater than thirty (30) days from Redlands' receipt of notice thereof; *provided*, that if Redlands is diligently pursuing a cure of such failure and such failure is not capable of remedy within such thirty (30) day period, such thirty (30) day period shall be extended to such period of time as Mountainview may agree in its sole discretion. For the avoidance of doubt, it is understood that the failure to deliver Reclaimed Water to the Delivery Point shall be grounds for early termination under this Section; *provided*, that if the failure to provide Reclaimed Water to the Delivery Point is excused due to the occurrence of Force Majeure, Mountainview may only terminate this Agreement if such Force Majeure continues for a period of time in excess of one hundred twenty (120) days whether or not such failure is excused by the occurrence of such Force Majeure.

(b) Redlands may terminate this Agreement (i) upon a Bankruptcy Event of Mountainview or (ii) if Mountainview fails to perform or observe any of its material obligations under this Agreement within the time contemplated by this Agreement and such failure continues for a period of time greater than thirty (30) days from Mountainview's receipt of notice thereof; *provided*, that if Mountainview is diligently pursuing a cure of such failure and such failure is not capable of remedy within such thirty (30) day period, such thirty (30) day period shall be extended to such period of time as Redlands may agree in its sole discretion. The foregoing notwithstanding, Redlands may not terminate this Agreement without first giving the Financing Parties written notice of Redlands intention to terminate this Agreement and giving such Financing Parties an additional reasonable period of time (but in any event not less than an additional 90 days) to remedy the event giving rise to the right of Redlands to terminate this Agreement. Mountainview covenants and agrees to give written notice to Redlands concerning the identities and contact information of the Financing Parties from time to time and Redlands

shall only be obligated to provide the aforementioned notice to Financing Parties of which it has received notice.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1 Entire Agreement, Amendments, Etc.

This Agreement represents the entire agreement of the Parties hereto as to the matters contained herein, and supercedes any and all other agreements, either verbal or in writing, between the Parties with respect to the matters contained herein; *provided* that the Development Agreement shall remain in full force and effect as set forth therein. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed or consented to by the Parties and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.2 Assignment.

Neither Party may assign this Agreement without the prior written consent of the other Party; *provided, however*, that Mountainview may assign this Agreement to any affiliate or to the Financing Parties as collateral security or otherwise without the prior written consent of Redlands.

SECTION 7.3 Cooperation in Financing.

Redlands agrees to cooperate from time to time with Mountainview and the Financing Parties in connection with the financing of the Project. In furtherance thereof, Redlands agrees to enter into such consents to assignments or other agreements as Mountainview or the Financing Parties may reasonably request and Redlands agrees to provide such certificates from its officers and such opinions of counsel (which may be outside counsel) as Mountainview or the Financing Parties may reasonably request. Mountainview agrees to reimburse Redlands for any reasonable costs and expenses incurred by Redlands in complying with its obligations under this Section 7.3, including the reasonable fees and expenses of counsel to Redlands.

SECTION 7.4 Notices, Etc.

All notices and other communications provided for hereunder shall be in writing (including by telecopier) and shall be mailed, telecopied or delivered, if to Mountainview, to it at 25770 San Bernardino Avenue, San Bernardino, CA 92406, Attention: Project Manager and a copy to General Counsel, 15 Wayside Road, Burlington, MA 01803, (Fax: 781-993-3122); if to Redlands, to it at 35 Cajon St., Suite 15A, Attention: Municipal Utilities Director, (Fax: 909-798-7670), as to each Party, to it at such other address or telecopier number as designated by such Party in a written notice to the other Parties. All such notices and communications shall be deemed received, (a) if personally delivered, upon delivery, (b) if sent by first class mail, on the third business day following deposit into the mails and (c) if sent by telecopier, upon acknowledgement of receipt thereof by the recipient.

SECTION 7.5 Severability.

Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Agreement or affecting the validity, enforceability or authorization of such provision in any other jurisdiction.

SECTION 7.6 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SECTION 7.7 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

SECTION 7.8 Headings.

The section and subsection headings used herein have been inserted for convenience of reference only and do not constitute matters to be considered in interpreting this Agreement.

SECTION 7.9 Execution in Counterparts.

This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7.10 Waiver of Jury Trial.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED HEREBY TO BE EXECUTED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EACH PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

SECTION 7.11 Waiver of Sovereign Immunity

Each Party acknowledges and agrees that the activities contemplated under this Agreement are commercial in nature rather than governmental or public, and therefore acknowledges and agrees that, to the greatest extent permitted by applicable law, it is not entitled to any right of immunity on the grounds of sovereignty or otherwise with respect to such activities or in any legal action or proceeding arising in connection with this Agreement. Each

Party, in respect of itself, its process agents, and its properties and revenues, expressly and irrevocably waives, to the greatest extent permitted by applicable law, any such right of immunity which may now or hereafter exist (including any immunity from any legal process, from the jurisdiction of any court or from any execution or attachment in aid of execution prior to judgment or otherwise) or claim thereto which may now or hereafter exist, and agrees not to assert any such right or claim in any action or proceeding.

SECTION 7.12 Indemnity

(a) Mountainview shall defend, indemnify and hold harmless Redlands and its elected officials, officers and employees, from and against any and all claims, causes of action, damages or liability arising out of, or resulting from, the negligent acts or omissions of Mountainview in the execution and delivery of this Agreement or performance of its obligations, or Mountainview's use of Reclaimed Water pursuant to this Agreement.

(b) Redlands shall defend, indemnify and hold harmless Mountainview and the Financing Parties and their respective officials, officers and employees, from and against any and all claims, causes of action, damages or liability arising out of, or resulting from, the negligent acts or omissions of Redlands in the execution and delivery of this Agreement or performance of its obligations under this Agreement.

SECTION 7.13 Salt Credits.

Redlands shall have the right to take credit for any "salts" discharged into the Santa Ana Regional Interceptor line from the Project.

SECTION 7.14 Attorneys' Fees.

In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any other costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

ARTICLE VIII

REPRESENTATION AND WARRANTIES OF THE PARTIES

SECTION 8.1 Representations and Warranties of Redlands.

Redlands hereby represents and warrants to and for the benefit of Mountainview as follows:

(a) Organization and Qualification. Redlands (i) is a governmental body, duly organized and validly existing under the laws of the State of California, with full right, power and authority under its charter documents and under the laws of the State of California to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and (ii) has the power to carry on its business as now being conducted and as proposed to be conducted.

(b) Authorization and Enforceability. Redlands has taken all necessary action to authorize the transactions contemplated by this Agreement, including without limitation the conduct of any public meetings, hearings or comment opportunities necessary or advisable under applicable law or its charter documents. This Agreement has been duly executed and delivered by Redlands and constitutes the legal, valid and binding obligation of Redlands enforceable in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. Neither the execution and delivery of this Agreement nor compliance with any of the terms and provisions hereof (i) contravenes any Governmental Approval applicable to Redlands or any of its respective properties or other assets, (ii) conflicts with, breaches or contravenes the provisions of the charter documents of Redlands or any contractual obligation of Redlands, or (iii) results in the creation or imposition of any lien upon any of the property or assets of Redlands under, or in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Redlands.

(d) Governmental Approvals. No Governmental Approval is required (other than those which have previously been obtained and are in full force and effect) to authorize, or is required in connection with the execution and delivery of this Agreement by Redlands.

SECTION 8.2 Representations and Warranties of Mountainview.

Mountainview hereby represents and warrants to and for the benefit of Redlands as follows:

(a) Organization and Qualification. Mountainview (i) is a limited liability company, duly organized and validly existing under the laws of the state of its formation, with full right, power and authority under its organizational documents and under the laws of the state of its formation to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and (ii) has the power to carry on its business as now being conducted and as proposed to be conducted.

(b) Authorization and Enforceability. Mountainview has taken all necessary action to authorize the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Mountainview and constitutes the legal, valid and binding obligation of Mountainview enforceable in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. Neither the execution and delivery of this Agreement nor compliance with any of the terms and provisions hereof (i) contravenes any Governmental Approval applicable to Mountainview or any of its respective properties or other assets, (ii) conflicts with, breaches or contravenes the provisions of the organizational documents of

Mountainview or any contractual obligation of Mountainview, or (iii) results in the creation or imposition of any lien upon any of the property or assets of Mountainview under, or in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of Mountainview.

(d) Governmental Approvals. No Governmental Approval is required (other than those which have previously been obtained and are in full force and effect) to authorize, or is required in connection with the execution and delivery of this Agreement by Mountainview.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and attested on the date first above written.

MOUNTAINVIEW POWER COMPANY, LLC

By: _____
Name: JOHN H. FOSTER
Title: SR. VP, INVESTMENTS & PORTFOLIO MANAGEMENT

CITY OF REDLANDS

ATTEST:

By: _____
Name: Lorrie Poyzer
Title: City Clerk

By: _____
Name: Karl N. (Kasey) Haws
Title: Mayor

EXHIBIT A

Minimum Standards

Item Description	Value	Units	Comments
BOD5	<5	mg/l	90% of time
	<10	mg/l	100% of time
TSS	<2	mg/l	90% of time
	<5	mg/l	100% of time
Total Coliform	<2.2 / 23		
NH3-N	<1	mg/l	90% of time
	<2	mg/l	100% of time
Total Inorganic N	<12	mg/l	
TDS	<500	mg/l	
pH	6.5 – 8.5	S.U.	
Chlorine Residual	0.5	mg/l	minimum
(Pipe Maintenance)	5.0	mg/l	spiking
COD	<35	mg/l	90% of time
	<45	mg/l	100% of time
PO4	<4	mg/l	90% of time
	<5	mg/l	100% of time
Silica	<25	mg/l	90% of time
	<30	mg/l	100% of time
Temperature	<90	degrees F	

May 8, 2023

City of Redlands

Fernando Mata, Wastewater Utility Manager

John Harris, Director of Municipal Utilities & Engineering

35 Cajon St. Suite 15A

Redlands, CA 92374

(909) 798-7698

Dear Mr. Mata and Mr. Harris,

Southern California Edison requests to extend by the term of the Reclaim Water Supply Agreement dated June 3, 2003 by and between Mountainview Power Company, LLC (subsequently acquired by SCE) and the City of Redlands. Per Section 6.1, the term is set to expire on June 3, 2023. SCE would like to exercise its right to, through its sole election, extend the agreement for one (1) year by providing this written notice to Redlands. The intent of this extension is to allow sufficient time for the City of Redlands and SCE to collaboratively develop a new Reclaim Water Supply agreement that will serve the parties, going forward.

Sincerely,

Ashley DiMola

Production Manager

Generation, Eastern Operations

T. 760-217-0261

2492 W San Bernardino Ave. Redlands, CA 92374

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead™

May 2, 2024

City of Redlands
Fernando Mata, Wastewater Utility Manager
John Harris, Director of Municipal Utilities & Engineering
35 Cajon St. Suite 15A
Redlands, CA 92374
(909) 798-7698

Dear Mr. Mata and Mr. Harris,

The term of the Reclaim Water Supply Agreement, dated June 3, 2003 ("Agreement"), between Mountainview Power Company, LLC ("MPC"), and the City of Redlands ("Redlands"), expired on June 3, 2023. On May 9, 2023, the parties agreed to extend the term of the term of the Agreement until June 3, 2024.

MPC requests to further extend the term of the Agreement for an additional one (1) year, until June 3, 2025. The intent of this extension is to allow sufficient time for Redlands and MPC to collaboratively develop a new Reclaim Water Supply agreement that will serve the parties going forward. If this extension is acceptable, please have this letter countersigned on behalf of Redlands in the signature block below.

Please contact me with any questions or comments.

Sincerely,

Lyle J. Laven
Senior Manager
Generation, Eastern Operations
T. 909-283-2234
2492 W San Bernardino Ave. Redlands, CA 92374

AGREED AND ACCEPTED

City of Redlands

By: _____

Name: John R. Harris

Title: Municipal Utilities & Eng. Director

Date: May 07, 2024

RECYCLED WATER SUPPLY AGREEMENT

This Agreement for the supply of recycled water (**"Agreement"**) is made and entered into this 15th day of July 2025 (**"Effective Date"**), by and between the City of Redlands, a municipal corporation ("**City**"), and Southern California Edison (**"SCE"**), a public utility company. Both SCE and Redlands are hereinafter sometimes referred to as a **"Party"** and, collectively, as the **"Parties"**.

WHEREAS, SCE owns and operates a power generation facility (**"Mountainview Facility"**) which provides substantial benefits for the State of California and the Redlands area; and

WHEREAS, Redlands owns and operates a recycled water production facility (**"Redlands Facility"**) for the handling, treatment, production, and delivery of Recycled Water which meets and is anticipated to continue to meet all applicable governmental requirements; and

WHEREAS, Redlands and SCE entered into a Reclaimed Water Supply Agreement, effective as of June 3, 2003 (**"RWS Agreement"**) to supply Recycled Water produced by the Redlands Facility to the Mountainview Facility; and

WHEREAS, the RWS Agreement initial term expired on June 2, 2023 and one-year extensions were requested by SCE and approved by Redlands on May 8, 2023 and May 2, 2024; and

WHEREAS, a new Agreement is necessary for Redlands to continue providing Recycled Water and for SCE to continue receiving Recycled Water; and

WHEREAS, Redlands is willing to continue providing and SCE is willing to continue receiving, in each case pursuant to the terms of this Agreement, Recycled Water "Services";

NOW THEREFORE, the Parties hereto, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 - DEFINITIONS

"Business Day" means any day other than a Saturday, a Sunday, or a Redlands recognized holiday.

"City" means the City of Redlands.

"Capital Improvements" means any new equipment or facilities, or replacement of existing equipment or facilities and related items necessary to ensure that the Redlands Facility is capable of delivering Recycled Water to the Delivery Point in the quantities specified in this Agreement.

"Delivery Point" means the point immediately south of the Mountainview Facility on San Bernardino Avenue where the Redlands Facility is physically connected to the Mountainview Facility by means of a twenty-four inch (24") City transmission line, equipped with an insertion meter on an automatic control valve, capable of delivering a minimum of 3,500 gallons per minute of Recycled Water to the Mountainview Facility.

"Excess Recycled Water" has the meaning specified in Section 2.8.

"Force Majeure" means an event beyond the reasonable control, and not attributable to the negligence or willful misconduct, of the Party affected, including but not limited to the following: flood, earthquake, storm, lightning, fire, explosion, war, riot, civil disturbance, strike, sabotage, or electrical outage, provided, however, that Force Majeure shall not include any equipment failure due to normal wear and tear or due to neglected maintenance or repair.

"Governmental Approval" means any law, rule, or regulation of any Governmental Authority and any authorization, consent, approval, license, franchise, lease, ruling, permit (including but not limited to any National Pollutant Discharge Elimination System (NPDES) permit), tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority (including, without limitation, zoning variances, special exceptions and non-conforming uses) relating to the construction, ownership, operation, or maintenance of the Redlands Facility (including those relating to Recycled Water), as the case may be.

"Governmental Authority" means the California State Water Resources Control Board and any national, federal, state, provincial, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or

administrative functions of or pertaining to government, and any other governmental entity with authority over any aspect of construction, operation, or maintenance of the Redlands Facility, but excluding in each case the City.

"Minimum Standards" means the minimum acceptable quality of Recycled Water as defined by the California State Water Resources Control Board Title 22 standards described in Exhibit "A" attached hereto and incorporated herein.

"Mountainview Facility" has the meaning specified in the Recitals to this Agreement.

"Non-Conforming Notice" has the meaning specified in Section 3.3.

"Non-Conforming Recycled Water" means Recycled Water from the Redlands Facility which would otherwise be Recycled Water but for its failure to meet all requirements of applicable Governmental Approvals and the Minimum Standards.

"Parties" or **"Party"** has the meaning specified in the Recitals to this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, incorporated or unincorporated association, joint stock company, trust, or other unincorporated organization, governmental body, instrumentality or agency, or other entity of any kind.

"Recycled Water" means treated and reclaimed wastewater produced and provided from the Redlands Facility which meets all applicable Governmental Approvals and the requirements described in Exhibit "A" and is delivered to the Delivery Point.

"Redlands Facility" means the Recycled Water facility, conveyance pipeline, related pumphouse, and ancillary facilities owned and operated by Redlands located in Redlands, California which will provide Recycled Water to the Delivery Point in accordance with the terms of this Agreement.

"Shortfall Notice" has the meaning specified in Section 2.6.

ARTICLE 2 – RECYCLED WATER PRODUCTION & DELIVERY

2.1 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.

2.2 City shall bear all costs and expenses in connection with the operation, maintenance, and implementation of Capital Improvements to the Redlands Facility.

2.3 If City or its agents cause damage to the property of SCE while constructing, installing, operating, maintaining or repairing the Redlands Facility, City shall restore or pay SCE to restore, within a reasonable time and at SCE's election, SCE's property as nearly as possible to its condition prior to such damage. If SCE causes damage to the Redlands Facility while constructing, installing, operating, maintaining, or repairing its facilities, SCE shall restore or pay City to restore, within a reasonable time and at City's election, the Redlands Facility as nearly as possible to its condition prior to such damage.

2.4 City shall operate and maintain the Redlands Facility in a good and workmanlike manner, consistent with prudent practices and shall continuously maintain the Redlands Facility in good operating condition and in compliance with all Governmental Approvals applicable to the Redlands Facility. Such operation and maintenance by City shall be accomplished in a manner so as to minimize to the maximum extent practicable any disruption or interruption in the Services to be provided under this Agreement.

2.5 City shall install, own, and maintain metering equipment to measure the delivery of Recycled Water to the Delivery Point. The metering equipment shall transmit to SCE and City the daily amount of Recycled Water delivered to the Delivery Point in accordance with this Agreement. SCE shall provide City access to the metering equipment at all times for purposes of inspection, maintenance, repair, and calibration. City shall be responsible for all costs associated with the installation, maintenance, repair, and calibration of the metering equipment. City shall ensure that the metering equipment is calibrated and tested annually, or as otherwise required, to maintain accuracy. If a discrepancy is discovered during calibration, City shall promptly notify SCE and adjust billings as necessary. City shall provide SCE with access to meter data upon request. In the event SCE disagrees with the meter reading, SCE may dispute the meter reading in accordance with the Redlands Municipal Code procedures in effect at the time of the disputed meter reading.

2.6 City shall use its best efforts to make available to SCE, unless otherwise provided for in Section 2.7 a daily quantity of Recycled Water of not less than 2.9 million gallons per day from June 1 to October 30 each year, and SCE shall take or pay for a minimum of 1,500 acre-feet of Recycled Water annually. If City is unable on any day to make available such daily minimum quantity of Recycled Water, whether due to a shortage of Recycled Water, due to the presence of Non-Conforming Recycled Water or otherwise, City shall promptly (but in any event within twenty-four (24) hours of obtaining

knowledge thereof) notify SCE orally (with prompt written confirmation thereof) or in writing of such inability to provide the minimum daily quantity of Recycled Water (**"Shortfall Notice"**). Each Shortfall Notice shall specify (i) that a shortfall in the delivery of Recycled Water has occurred or will occur, the amount of such shortfall, the reasons for such shortfall and the anticipated length of such shortfall, including in each case all relevant dates and (ii) the steps City is taking to remedy the shortfall. City shall undertake to remedy such shortfall at its sole expense and as promptly as practicable.

2.7 All Recycled Water shall be provided at a minimum delivery pressure of 65 pounds per square inch (psi) measured at the Delivery Point. Actual acceptance of Recycled Water by SCE may be less than the maximum allowed, and actual usage will, at the sole discretion of SCE, vary according to the electric dispatch of the Mountainview Facility, weather conditions and electrical outages (forced or scheduled). SCE shall also have the right to stop deliveries of Recycled Water by providing written notice to City in the event that water stored in the on-site storage reservoir at the Mountainview Facility is above the fifty percent (50%) level. City shall act in such event to stop deliveries of Recycled Water within twenty-four (24) hours and without additional notice from SCE. Recycled Water delivery shall automatically resume within twenty-four (24) hours after SCE provides written notice to City that the Mountainview Facility on-site reservoir water level falls below fifty percent (50%), subject to systemwide demand constraints, which may temporarily reduce Recycled Water delivery volumes. Title and risk of loss of Recycled Water shall pass to SCE upon SCE's receipt of such Recycled Water at the Delivery Point. Until such time as title to Recycled Water passes to SCE, City shall bear risk of loss of Recycled Water and shall retain liability for any and all claims, costs, demands, damages, expenses, liabilities, and losses relating to Recycled Water or other discharges from the Redlands Facility.

2.8 If Recycled Water is available from the Redlands Facility in an amount in excess of 1,500 acre-feet per year (**"Excess Recycled Water"**), SCE may purchase Excess Recycled Water to the extent it can be utilized by SCE for any lawful purpose and any acceptances of Excess Recycled Water shall be in accordance with the terms of this Agreement. The foregoing provisions of Section 2.6 notwithstanding, SCE shall have the right at all times to utilize water from other sources, including without limitation from wells located or controlled by SCE or its affiliates.

2.9 SCE shall provide City with an estimate of Recycled Water needs every Friday no later than one (1) week prior to the following week's operation to assist City in developing delivery schedules for Recycled Water, and the Parties shall work together in good faith to coordinate the timing of delivery of Recycled Water in accordance with such notice and the other terms of this Agreement. Notwithstanding the annual minimum take or pay obligations outlined in Section 2.6, SCE shall be under no obligation to accept any or all of the anticipated Recycled Water if SCE's actual demand for such is less than the estimate provided to City. Subject to the requirements of applicable Governmental Approvals and prudent practice, City shall use its best efforts to coordinate any

transmission of Recycled Water discharge to meet the Recycled Water demands of the Mountainview Facility.

2.10 Upon the event of a temporary interruption or curtailment in Recycled Water delivery attributable to a break or leak in the Pipeline or otherwise, City shall make necessary repairs to restore full service as quickly as possible. City shall make every effort to make necessary repairs and to restore full service within twenty-four (24) hours from the commencement of the interruption or curtailment. City shall provide a Shortfall Notice in accordance with Section 2.6 upon the interruption or curtailment of Recycled Water. The annual minimum take or pay obligations outlined in Section 2.6 shall not be applicable to the extend the Recycled Water delivery is reduced by an interruption or curtailment in Recycled Water delivery attributable to a break or leak in the Pipeline or otherwise.

2.11 SCE shall make available to City such rights of access to its property as may be reasonably necessary to allow City to meet its obligations under this Agreement in respect to the operation and maintenance of the Redlands Facility. Prior to City obtaining access to the property of SCE, City shall either self-insure and/or provide evidence reasonably acceptable to SCE that City has in place insurance coverage with reputable and credit worthy insurers sufficient to insure against any risks that may be encountered in connection with such access.

2.12 City shall provide Recycled Water that meets California State Water Control Board Title 22 standards, and the requirements of the June 7, 2016 State Water Resources Control Board Order WQ 2016-0068-DDW: "*Water Reclamation Requirements for Recycled Water Use"*, and shall meet and confer with SCE prior to implementing Redlands Facility infrastructure and/or operational changes that may reduce the quality of Recycled Water currently being delivered. For informational purposes only, the Recycled Water currently meets the following:

Chlorine Residual	0.5 mg/L	Minimum
COD	<35 mg/L	90% of Time
PO4-P	<4 mg/L	90% of Time

ARTICLE 3 – NON-CONFORMING RECYCLED WATER

3.1 City and SCE shall mutually and in good faith agree to designate the City's Environmental Laboratory Accreditation Program certified laboratory to be used for analyzing Recycled Water quality, at City's sole expense, in order to analyze the quality of Recycled Water prior to, and as a condition to, City's delivery of Recycled Water to SCE. The Parties may, from time to time, designate in writing a successor or replacement Environmental Laboratory Accreditation Program certified laboratory to conduct any analysis of Recycled Water under this Agreement.

3.2 Either Party may, from time to time, take representative samples of Recycled Water from a mutually agreed upon location for the purpose of analyzing the Recycled Water delivered or to be delivered under this Agreement. The mutually agreed upon location

shall be the Recycled Water effluent sampling station at the Redlands Facility, unless another sampling location is mutually agreed to in writing. Any such sampling shall comply with Environmental Protection Agency sampling and sample preservation procedures. If at any time during the term of this Agreement the Recycled Water is reasonably suspected by City or SCE to be Non-Conforming Recycled Water or any sample conducted pursuant to this Section 3.2 indicates that Non-Conforming Recycled Water has been or is to be delivered, a confirmation sample shall be collected and analyzed as soon as practical, at City's sole expense, at the laboratory chosen pursuant to Section 3.1. In the event that such confirmation sample is determined to be Non-Conforming Recycled Water, (i) City shall immediately stop delivery of Recycled Water and shall, at its sole expense, take reasonable corrective actions needed to conform the Recycled Water to the Minimum Standards and Governmental Approvals and provide additional samples confirming that the Recycled Water meets the Minimum Standards and Governmental Approvals and (ii) SCE shall be temporarily relieved of its obligations to take Recycled Water under Section 2.6 and the annual minimum take or pay obligations under this Agreement shall be reduced on a pro rata basis.

3.3 If City becomes aware that it has provided or will provide Non-Conforming Recycled Water, City shall promptly (but in any event within twenty-four (24) hours of obtaining knowledge thereof) notify SCE orally (with prompt written confirmation thereof) or in writing (**"Non-Conforming Notice"**). Each Non-Conforming Notice shall specify (i) the cause of such Recycled Water being Non-Conforming Recycled Water and (ii) the steps City is taking to remedy the situation. If the Non-Conforming Recycled Water is anticipated to cause a shortfall in Recycled Water delivery, City can include both a Shortfall Notice and Non-Conforming Notice in one oral communication and written confirmation to SCE.

In the event that a Non-Conforming Notice is provided for Non-Conforming Water that has already been delivered and accepted by SCE, SCE shall promptly (but in any event within twenty-four (24) hours of obtaining knowledge thereof) provide a written acknowledgment of the Non-Conforming Water to the City which specifies that it has either retroactively "rejected" or "accepted" the Non-Conforming Water.

3.4 SCE shall have the right to reject all Non-Conforming Recycled Water. City shall have the responsibility, at its own cost and expense, to accept and treat or re-treat any Non-Conforming Recycled Water rejected by SCE; however, nothing in this provision shall obligate the City to make any upgrades or modifications to its existing Redlands Facility or Recycled Water system. City shall have the responsibility, at its own cost and expense, to transport any Non-Conforming Recycled Water SCE rejects back to the Redlands Facility or to the nearest available and practicable point of entry into the City's wastewater collection system or such other disposal method elected by City.

3.5 Any Non-Conforming Recycled Water accepted by SCE shall not be subject to the rates in Sections 5.1 and 5.2 below or any other payment obligations under this Agreement,

nor shall City be entitled to any other form of compensation in respect of such Non-Conforming Recycled Water.

3.6 City acknowledges and agrees that it shall be solely responsible to pay for, or reimburse SCE to the extent SCE has paid for, all claims, costs, demands, damages, expenses, increased operation and maintenance expenses or costs (including those relating to the Mountainview Facility), liabilities and repairs or replacement of equipment (including repairs or replacement of equipment of the Mountainview Facility) arising, directly , from the delivery of any Non-Conforming Recycled Water under this Agreement unless the delivery of such Non-Conforming Recycled Water was notified by City and accepted by SCE pursuant to Section 3.3.

SCE shall provide City with documented evidence demonstrating that any incurred expenses are directly attributable to the Non-Conforming Recycled Water. Such evidence must include, but is not limited to, invoices, receipts, reports, or other documentation that specifically identifies the nature of the expenses and links them to the Non-Conforming Recycled Water. City reserves the right to request additional supporting documentation as reasonably necessary to verify the claim.

Upon providing sufficient evidence to City, City shall reimburse SCE within thirty (30) days, unless a different timeframe is mutually agreed upon by the Parties in writing.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 City shall perform and complete the Services in a prompt and diligent manner. The Services shall commence as of the Effective Date of this Agreement.

4.2 The term of this Agreement shall be for a period of twenty (20) years from the Effective Date of this Agreement ("Initial Term"). Either Party shall have the option to extend the Initial Term of this Agreement by one (1) additional five-year term ("Extended Term"), on the same terms and conditions, by providing written notice to the other Party at least six (6) months prior to the expiration of the Initial Term. The Initial Term and the Extended Term are hereby collectively referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CITY

5.1 Subject to Section 5.3 below, SCE shall pay City for all Recycled Water delivered to the Delivery Point during the prior billing period. The base rate for Recycled Water (**"Base Rate"**) shall be Zero Dollars and Sixty Cents ($0.60) per hundred cubic feet, or Two Hundred Sixty-One Dollars and Thirty-Six Cents ($261.36) per acre-foot.

5.2 The rate specified in Section 5.1 above is stated as of the Agreement Effective Date (**"Effective Date"**). During the Term of this Agreement, the Base Rate shall be escalated by 3.75% on July 1 of each year to establish a revised Base Rate for the upcoming year.

5.3 City shall submit invoices to SCE in accordance with City billing frequencies accounting for Recycled Water deliveries and associated charges during the previous billing period.

SCE shall submit payment to City no later than twenty-five (25) days after receipt of City's invoice.

5.4 Notwithstanding Section 5.1 above, but subject to Sections 2.6, 2.9, 2.10, and 3.2, SCE shall take or pay for a minimum of One Thousand Five Hundred (1,500) acre-feet of Recycled Water per year at the Base Rate, if the Recycled Water is deliverable by City to the Delivery Point. Such annual take or pay requirements shall be measured from the anniversary of the Effective Date.

5.5 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
John R. Harris
Municipal Utilities & Engineering Director

City of Redlands
35 Cajon Street, Suite 15A
P.O. Box 3005 (mailing)
Redlands, CA 92373
jharris@cityofredlands.org
(909) 798-7531

Southern California Edison
Anthony Hernandez
Generation/Director of Eastern Operations & Catalina Planning
Southern California Edison
2492 W. San Bernardino Avenue
Redlands, CA, 92374
Anthony.Hernandez@sce.com
(626) 302-0323

Lyle Laven
Senior Manager
Southern California Edison
2492 W. San Bernardino Avenue
Redlands, CA 92374
Lyle.Laven@sce.com
(909) 283-2234

ARTICLE 6 - ADDITIONAL OBLIGATIONS OF THE PARTIES

6.1 Promptly upon obtaining knowledge thereof (but in any event within 24 hours of obtaining knowledge thereof), City shall provide SCE with oral (with prompt written confirmation thereof) or written notice of any violation of applicable Governmental Approvals relating to the Redlands Facility.

6.2 Promptly after submission thereof to the applicable Governmental Authority, City shall provide SCE with a copy of any report, filing, notice, request for variance, or similar document filed with or submitted to a Governmental Authority that relates to the Redlands Facility and that may affect the delivery of Recycled Water in accordance with this Agreement.

6.3 In accordance with City's utility billing frequencies, City shall provide to SCE a written invoice specifying in reasonable detail the amount claimed by City from SCE for recycled water usage during the previous billing cycle in accordance with this Agreement, including amounts under Sections 2.6. Undisputed amounts set forth in any invoice shall be due and payable by SCE not later than twenty-five (25) days following receipt of such invoice.

6.4 City shall, upon written or oral request therefor, provide SCE and each of its agents, consultants, advisors and representatives with escorted access to the Redlands Facility within one (1) week of receiving such request. Such access shall be during normal business hours to the Redlands Facility. City shall, upon prior written or oral request therefor, provide SCE and each of its agents, consultants, advisors, and representatives with access during normal business hours to view City's books and records relating directly to this Agreement and the performance of City's obligations hereunder (including books and records relating to Governmental Approvals and compliance therewith) as may be reasonably necessary in connection with the construction, operation and maintenance of the Redlands Facility.

Confidential and privileged materials are not subject to any of the provisions in Section 6.4.

6.5 Upon the reasonable request of SCE, City shall, at the cost and expense of SCE, execute such additional certificates, documents, instruments, agreements and take such actions as may be reasonably required to give effect to the terms and conditions of this Agreement.

6.6 Not later than the fifteenth day of each month following the commencement of delivery of Recycled Water or at such other time as required in accordance with this Agreement, SCE shall provide to City a written invoice specifying in reasonable detail (including the method of calculations of any amounts invoiced) the amount claimed by SCE from City in accordance with this Agreement. Undisputed amounts set forth in any invoice shall be due and payable by City not later than thirty (30) days following receipt of such invoice.

6.7 Upon the reasonable request of City, SCE shall, at its cost and expense, execute such additional certificates, documents, instruments, agreements and take such actions as may be reasonably required to give effect to the terms and conditions of this Agreement.

ARTICLE 7 - FORCE MAJEURE

7.1 If either Party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

(a) The non-performing Party gives the other Party written notice not later than seventy-two (72) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of the disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability; and
(b) The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
(c) The non-performing Party uses its best efforts to remedy its inability to perform.

7.2 Notwithstanding the foregoing, the settlement of strikes, lockouts, and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle any strike, lockout, or other labor dispute on terms which it deems inadvisable.

ARTICLE 8 - TERM

8.1 This Agreement shall take effect upon execution of the appropriate counterpart by each Party and, except as provided in Section 8.2 below, shall remain in effect for a period of twenty (20) years (**"Term"**). SCE may elect, in its sole election, to extend this Agreement for one (1) successive five (5) year term by providing written notice to that effect to Redlands not later than six (6) months prior to the expiration of the then effective Term. All references in this Agreement to the word "Term" shall mean the initial twenty (20) year Term as extended by SCE and during the Term of this Agreement (as it may be extended) all the provisions of this Agreement shall remain in full force and effect.

8.2 This Agreement may be terminated by either Party by providing not less than sixty (60) days prior written notice to the other Party of its intent to terminate unless both Parties agree in writing to terminate the Agreement sooner. Within twenty-five (25) days after receipt of a termination notice, the Parties shall meet to discuss opportunities to avoid terminating the Agreement.

Upon termination of the Agreement, all rights and responsibilities under the Agreement shall cease and any unpaid amounts must be paid within thirty (30) days after termination.

ARTICLE 9 - MISCELLANEOUS

9.1 This Agreement represents the entire Agreement of the Parties hereto as to the matters contained herein, and supersedes any and all other agreements, either verbal or in writing, between the Parties with respect to the matters contained herein. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed or consented to by the Parties and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

9.2 Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.3 All notices and other communications provided for hereunder shall be in writing (including by telecopier) and shall be mailed, telecopied or delivered, if to SCE, to it at 2492 W San Bernardino Avenue, Redlands, CA 92374, Attention: Production Manager and a copy to General Counsel, 15 Wayside Road, Burlington, MA 01803, (Fax: 781-993-3122); if to City, to it at 35 Cajon Street, Suite 15A, Redlands, CA 92373, Attention: Municipal Utilities and Engineering Director, as to each Party, to it at such other address or telecopier number as designated by such Party in a written notice to the other Party. All such notices and communications shall be deemed received, (a) if personally delivered, up on delivery, (b) if sent by first class mail, on the third business day following deposit into the mail and (c) if sent by telecopier, upon acknowledgement of receipt thereof by the recipient.

9.4 Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Agreement or affecting the validity, enforceability or authorization of such provision in any other jurisdiction.

9.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.6 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without reference to the conflict of law principles thereof.

9.7 The section and subsection headings used herein have been inserted for convenience of reference only and do not constitute matters to be considered in interpreting this Agreement.

9.8 This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9.9 SCE shall defend, indemnify and hold harmless City and its elected officials, officers and employees from and against any and all claims, causes of action, damages or liability to the extent arising out of, or resulting from, the negligent acts or omissions of SCE in its performance of its obligations, or SCE's use of Recycled Water pursuant to this Agreement.

9.10 City shall defend, indemnify and hold harmless SCE and its respective officials, officers and employees, from and against any and all claims, causes of action, damages or liability to the extent arising out of, or resulting from, the negligent acts or omissions of City in its performance of its obligations under this Agreement.

9.11 In no event shall either Party be liable to the other Party for any loss of profits, loss of use, business interruption, cost of substitute goods or services, or for any punitive, indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, even if the other Party has been advised of the possibility of such damages.

9.12 City shall have the right to take offset and/or credit for any "salts" discharged into the Santa Ana Regional Interceptor line associated with Recycled Water delivered to the Delivery Point.

9.13 In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any other costs and other relief, be entitled to seek recovery of its reasonable attorneys' fees.

9.14 The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the state courts in County of San Bernardino and federal courts in Riverside County.

ARTICLE 10 - REPRESENTATION AND WARRANTIES OF THE PARTIES

10.1 City hereby represents and warrants to and for the benefit of SCE as follows:

(a) Organization and Qualification. City (i) is a governmental body and general law city, duly organized and validly existing under the laws of the State of California, with full right, power and authority under its charter documents and under the laws of the State of California to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and (ii) has the power to carry on its business as now being conducted and as proposed to be conducted.

(b) Authorization and Enforceability. City has taken all necessary action to authorize the transactions contemplated by this Agreement, including without limitation the conduct of

any public meetings, hearings or comment opportunities necessary or advisable under applicable law. This Agreement has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of Redlands enforceable in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. Neither the execution and delivery of this Agreement nor compliance with any of the terms and provisions hereof (i) contravenes any Governmental Approval applicable to City , , or (ii) results in the creation or imposition of any lien upon any of the property or assets of City.

(d) Governmental Approvals. No Governmental Approval is required (other than those which have previously been obtained and are in full force and effect) to authorize or is required in connection with the execution and delivery of this Agreement by Redlands.

10.2 SCE hereby represents and warrants to and for the benefit of City as follows:

(a) Organization and Qualification. SCE (i) is a California corporation, duly organized and validly existing under the laws of the state of its formation, with full right, power and authority under its organizational documents and under the laws of the state of its formation to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and (ii) has the power to carry on its business as now being conducted and as proposed to be conducted.

(b) Authorization and Enforceability. SCE has taken all necessary action to authorize the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by SCE and constitutes the legal, valid and binding obligation of SCE enforceable in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(c) No Conflict. Neither the execution and delivery of this Agreement nor compliance with any of the terms and provisions hereof (i) contravenes any Governmental Approval applicable to SCE or any of its respective properties or other assets, (ii) conflicts with, breaches or contravenes the provisions of the organizational documents of SCE or any contractual obligation of SCE, or (iii) results in the creation or imposition of any lien upon any of the property or assets of SCE under, or in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of SCE.

(d) Governmental Approvals. No Governmental Approval is required (other than those which have previously been obtained and are in full force and effect) to authorize or is required in connection with the execution and delivery of this Agreement by SCE.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized officers and attested on the date first above written.

SOUTHERN CALIFORNIA EDISON

Anthony Hernandez,

Director of Eastern Operations & Catalina Planning

CITY OF REDLANDS

Mario Saucedo, City of Redlands Mayor

EXHIBIT A

MINIMUM STANDARDS

California Water Resources Control Board Title 22 Standards: Water Reclamation Requirements for Recycled Water Use

Parameter	Requirement
Tertiary Recycled Water	Tertiary recycled water shall, at all times, be adequately oxidized, filtered, and disinfected tertiary treated wastewater and shall meet the following limitations:
Turbidity of Filter Effluent	The turbidity of the filter effluent shall not exceed any of the following:
	(1) 0.2 Nephelometric Turbidity Unit (NTU) more than 5 percent of the time within any 24-hour period.
	(2) 0.5 NTU at any time.
Bacteriological Limits	The 7-day median number of total coliform shall not exceed a Most Probable Number (MPN) of 2.2 total coliform bacteria per 100 milliliters (ml).
	The number of total coliform organisms shall not exceed an MPN of 23 total coliform bacteria per 100 ml in more than one sample in any 30-day period.
	No total coliform sample shall exceed an MPN of 240 total coliform bacteria per 100 ml.

AGREEMENT YEAR	RW RATE ($/ccf)	RW RATE ($/AF)	COST FOR 1500 AFY
1	$ 0.60	$ 261.36	$ 392,040.00
2	$ 0.62	$ 271.16	$ 406,741.50
3	$ 0.65	$ 281.33	$ 421,994.31
4	$ 0.67	$ 291.88	$ 437,819.09
5	$ 0.70	$ 302.82	$ 454,237.31
6	$ 0.72	$ 314.18	$ 471,271.21
7	$ 0.75	$ 325.96	$ 488,943.88
8	$ 0.78	$ 338.19	$ 507,279.27
9	$ 0.81	$ 350.87	$ 526,302.25
10	$ 0.84	$ 364.03	$ 546,038.58
11	$ 0.87	$ 377.68	$ 566,515.03
12	$ 0.90	$ 391.84	$ 587,759.34
13	$ 0.93	$ 406.53	$ 609,800.32
14	$ 0.97	$ 421.78	$ 632,667.83
15	$ 1.00	$ 437.60	$ 656,392.87
16	$ 1.04	$ 454.01	$ 681,007.60
17	$ 1.08	$ 471.03	$ 706,545.39
18	$ 1.12	$ 488.69	$ 733,040.84
19	$ 1.16	$ 507.02	$ 760,529.87
20	$ 1.21	$ 526.03	$ 789,049.74

City Council Meeting **K. 2.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for landscape maintenance contractual services within City parks, medians, Community Facility Districts, Landscape Maintenance Districts, and Hillside Memorial Park Cemetery services for a 4-year term for an amount not to exceed $2,332,174.00 and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council find that approval of a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for landscape maintenance is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines; and

2. I move that the City Council approve the Non-Professional Services Agreement with BrightView Landscape Services, Inc.

RECOMMENDATION:

Staff recommends that the City Council approve the Non-Professional Services Agreement with BrightView Landscape Services, Inc. for a 4-year term for landscape maintenance contractual services within City parks, medians, Community Facility Districts (CFD), Landscape Maintenance Districts (LMD), and Hillside Memorial Park Cemetery, for an amount not to exceed $2,332,174.00. Staff further recommends that the City Council find that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines.

DISCUSSION:

The Facilities and Community Services Department Parks Division is responsible for the daily upkeep of City parks, medians, Community Facility Districts (CFDs), Landscape Maintenance Districts (LMDs), and Hillside Memorial Park Cemetery, which includes mowing, edging, and a variety of other maintenance services. While Division staff perform routine maintenance and provide ongoing oversight, the City also utilizes contracted services on a limited, as-needed basis. These supplemental services are intended to support, not replace, the City's operations; ensuring consistent standards and enabling City staff to focus on more specialized or higher-priority tasks within City parks, medians, CFDs, LMDs, and Cemetery.

In alignment with the City's procurement guidelines, staff issued a Request for Proposals (RFP) to secure daily maintenance services for City parks, medians, CFD's LMDs, and the Cemetery under the Facilities and Community Services Department. A total of 32 vendors were solicited, and 13 proposals were received by the submission deadline of June 16, 2025. The list of proposing firms is as follows:

Firm Name	Responsive Proposer	Responsible Proposer	Annual Cost Proposal
AMERICAN LANDSCAPE & MAINTENANCE	X	X	X
BRIGHTVIEW	X	X	X
INTEGRITY ARBORIST & ECOSCAPE	X	X	X
LEAFWISE LANDSCAPE	X	X	X
MARIPOSA LANDSCAPE	X	X	X
NEW GENERATION LANDSCAPE	X	X	X
PACIFIC COAST LANDSCAPE & DESIGN	X	X	X
RP LANDSCAPE & IRRIGATION	X	X	X
SOCO LANDSCAPE	-	-	X
SOUTHWEST LANDSCAPE & MAINTENANCE	X	X	X

SUSTAINABLE MITIGATION	X	X	X
TLC LANDSCAPE SERVICES	X	X	X
US LANDSCAPE SERVICES	X	X	X

A selection committee reviewed and ranked each organization based on its demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required in accordance with the City's procurement policy. Based on staff's review of the proposals accepted, BrightView Landscape Services, Inc. was selected as the most highly qualified firm based on their response to the scope of work provided in the RFP and their presentation.

The proposed project is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15301(h). Section 15301(h) applies to existing facilities where the project will have negligible or no expansion of use. The city-wide landscape maintenance under this agreement exists and will not be expanded. Therefore, approval of the Non-Professional Services Agreement is exempt from further CEQA review.

ALTERNATIVES:

The City Council may choose not to approve the non-professional services agreement for The City-wide landscape maintenance and direct staff accordingly.

STRATEGIC PLAN:

N/A.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Proccurement Manager

PREPARED BY:
Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	25/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$557,780
Budgeted Y/N:	Y
Account No.:	101303,261300,26300,562900

Discussion:

The first year of this agreement is a not-to-exceed amount of $557,780.00 ($528,276.00 for the base service and not-to-exceed $29,504.00 for the as-needed services). The total cost of the agreement is not to exceed $2,332,174.00 over four (4) years. Sufficient funding for this service is included in the Facilities and Community Services Parks Division's (Parks 101303, CFD 261300, LMD 2613300, Cemetery 562900) budget for Fiscal Year 2025-26 as approved by City Council. Funding for subsequent years will be included in budget development for City Council approval.

Attachments

Agreement
Part A Maps
Part B Maps- CFD Areas
Part B Maps- Median Areas
Part C Maps- LMD Areas
Part D Map

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of Landscape Maintenance Services at City parks, medians, Community Facility Districts, Landscape Maintenance Districts and Hillside Memorial Park Cemetery ("Agreement") is made and entered in this 15th day of July, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and BrightView Landscape Services, Inc., a California corporation ("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:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform landscape maintenance services at City parks, Medians, Community Facility Districts, Landscape Maintenance Districts and Hillside Memorial Park Cemetery services for City (the "Services"). 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.

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 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

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 Tabitha Crocker, Facilities and Community Services 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 as of 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," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of four (4) years commencing August 1, 2025 and terminating on July 31, 2029, unless the Services are earlier terminated as permitted herein.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: Total compensation for Contractor's performance of the Services shall not exceed the amount of Two Million Three Hundred Thirty Two Thousand One Hundred Seventy-Four Dollars ($2,332,174.00). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by 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	Enrico Marogna, Sr. Vice President
City of Redlands	BrightView Landscape Services, Inc.
35 Cajon Street	715 W. La Cadena Drive
P.O. Box 3005 (mailing)	Riverside, CA 92501
Redlands, CA 92373	enrico.marogna@brightview.com
jdonaldson@cityofredlands.org	949-466-6734
(909) 798-7531	951-684-2785

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 five (5) 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 (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) 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, design calculations, drawings, specifications, reports, estimates, 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.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Enrico Marogna, Sr. Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

TURF MOWING MAINTENANCE ONLY (see "Part A Maps" for visual exhibit)

The City requires **turf mowing only** for specific parks. Services shall include:

- Routine mowing of turf areas to maintain a functional and aesthetically pleasing appearance
- Parks with sports fields (i.e. soccer, baseball, flag football) **are not** part of the turf-mowing only scope. Perimeter turf (around sports fields) are the areas of mow only.
- Coordination with City staff on mowing frequency and scheduling

FULL-SERVICE MAINTENANCE (see "Part B Maps" for visual exhibit)

Landscaped center medians and thirteen (13) Community Facility Districts (CFD) throughout the City require **comprehensive maintenance**, including:

- Turf mowing, weed whacking, and edging of all turf areas
- Vine, shrub, ground cover maintenance, fertilization/replacement
- Blow/sweep of hardscape surfaces, curb, gutter
- Irrigation system inspection, repairs, and controller programming
- Weed control (manual and/or chemical)
- Pest control
- Empty trash receptacles, debris/litter removal
- Inspection of playground/exercise equipment
- Inspection of BBQ and picnic areas, clean out BBQ, trash receptacles
- Retention basin maintenance
- DG pathway maintenance, inspection of exercise pads
- Fertilization, aeration, seasonal turf care
- CFD Locations with citrus groves require weed and pest control
- Light trimming of trees from ground to maintain 6' of ground clearance, as needed
- Seasonal seeding or sod replacement, as needed
- Seasonal planting or plant replacement, as needed

MOW AND EDGE MAINTENANCE - LANDSCAPE MAINTENANCE DISTRICTS (LMD) (see "Part C Maps" for visual exhibit)

Maintenance of landscaped areas within five (5) LMD tracts shall include a mow and edge service scope:

- Turf mowing, weed whacking, and edging of all turf areas
- Weed control (manual and/or chemical)
- Irrigation inspections and repairs, and controller programming
- Trash/debris removal
- Blowing and general site cleanliness

SPECIALIZED GROUNDS MAINTENANCE – HILLSIDE MEMORIAL PART CEMETERY (see "Part D Maps" for visual exhibit)

- Turf mowing, weed whacking, and edging of all turf areas
- Edging with a string trimmer
- Weed control
- Blowing of paved and gravel walkways
- Light trimming of trees from the ground to maintain 6' ground clearance, as needed
- Flower beds, rose trimming
- Special care and handwork around:
    - Upright monuments
    - Mausoleums
    - Crypts and vaults
    - Garden of Serenity

Services to be provided at the following locations:

PART A. TURF MOWING MAINTENANCE ONLY			
1	Brookside Park	1630 Brookside Ave	8.13 acres
2	Corporate Yard	1270 W Park Ave	0.49 acres
3	Crafton Park	601 N Wabash Ave	4.34 acres
4	Dearborn Parklet	500 N Dearborn St	0.17 acres
5	Ford Park	955 Parkford Dr	10.43 acres
6	Heritage Park	Orange Ave between Iowa St and Nevada St	1.06 acres
7	Isreal Beal Park East	255 Riverview Dr	5.06 acres
8	Isreal Beal Park West	255 Riverview Dr	3.76 acres
9	Jennie Davis	923 W Redlands Blvd	1.94 acres
10	Martinez Park	1535 N Church St	13.41 acres
11	Prospect Park	352 Prospect Dr	0.66 acres
12	Simonds Parkway	Garden St & Rossmont Dr	0.68 acres
13	Smiley Park	101 Parkwood Dr	9.98 acres
	Smiley Park - Redlands Bowl	Between Grant St and Eureka St	
	Smiley Park - Joslyn Center	Between Grant St and Eureka St	
	Smiley Park - AK Smiley Public Library	Between Eureka St and 4th St	
	Smiley Park - Lincoln Shrine	Between Eureka St and 4th St	
	Smiley Park - Contemporary Club	Between Eureka St and 4th St	
	Smiley Park - Police Annex	Corner of Cajon St and Vine St	
14	Sports Park	1790 Dearborn St (p	28.78 acres
15	Sylvan Park & Micah House	601 N University St	18.97 acres
16	Texonia Park	Pennsylvania Ave, Texas St and W Lugonia Ave	6.56 acres

Services to be provided at the following facilities.

PART B. FULL-SERVICE MAINTENANCE			
1	Brookside Ave	From Terracina Blvd to Kansas St	0.47 acres
2	Brookside Ave	From Price St to Center St	0.82 acres
3	Brookside Ave	Between Cajon St to Buena Vista St	0.31 acres
4	Brookside Ave	Between Buena Vista St to Brookdale Dr	0.58 acres
5	Brookside Ave	Between Brookdale Dr to San Mateo St	0.34 acres
6	Brookside Ave	Between San Mateo St to Alabama St	0.33 acres
7	Brookside Ave	Between Alabama St to Terracina Blvd	0.30 acres
8	California St	at Orange Tree Ln	0.22 acres
9	Eureka St to Orange St	I-10 off ramp/on ramp	2.50 acres
10	Eureka St	Off ramp to W Redlands Blvd	0.06 acres
11	Laramie Park	1473 Laramie Ave	0.15 aces
12	Lincoln Park	Off Sylvan Blvd and Lincoln St	3.74 acres
13	Orange St to 6th St	I-10 off ramp/on ramp	3.41 acres
14	Orange Blossom Trail East	Wabash Ave to N Grove St	8.47 acres
15	Orange Blossom Trail West	Between Redlands Blvd to Tennessee St	3.66 acres
16	Redlands Blvd	on Alabama St, Redlands Blvd to Kansas St	0.49 acres
17	Redlands Blvd	Between Ford St and Fern Ave	3.23 acres
18	The Terrace	On E Colton Ave between Alta St and Church St	2.03 acres
19	University St train station stop	Park Ave between University St to Cook St	0.29 acres
20	West State St medians	Between Tennessee St and New York St	0.16 acres
21	Zanja Trail	Between Lincoln St to Wabash Ave	4.27 acres
22	Zanja Trail	Between Church St to 9th St	0.97 acres

PART B. FULL-SERVICE MAINTENANCE – COMMUNITY FACILITY DISTRICTS (CFD)		
1	Annex 2004-1 5th Ave at Wabash Ave	3.97 acres
2	Annex 4 Ford St at Patricia Dr	3.55 acres
3	Annex 5 California St at Orange Tree Ln	2.48 acres
4	Annex 9 Redlands Blvd at Nevada St	0.72 acres
5	Annex 12A Lucas Ln & Judson St West	4.94 acres

6	Annex 12B Lucas Ln at Judson St	2.62 acres
7	Annex 12C Amie Ct North & South green belts	0.27 acres
8	Annex 12D San Bernardino at Adeline Ave	6.49 acres
9	Annex 14 California St at Almond Ave	0.13 acres
10	Annex 16 Domestic Ave, Texas St, and Clementine St	10.11 acres
11	Annex 19 Wabash Ave at Sylvan Blvd	1.97 acres
12	Annex 20 Wabash Ave at Citrus Ave	2.12 acres
13	Annex 21 Lugonia Ave at Pennsylvania Ave	3.38 acres

PART C. MOW AND EDGE MAINTENANCE - LANDSCAPE MAINTENANCE DISTRICTS (LMD)		
1	E San Bernardino Ave between Occidental Dr and Deanna Way	0.57 acres
2	E San Bernardino Ave between N Grove St to Kelly St (cul-de-sac), Nelson St to Moriarty Ln	0.41 acres
3	Rebecca Crest at Alessandro Rd (slopes facing Alessandro Rd)	1.73 acres
4	Reservoir Rd from Devonshire to Lexington Ln	0.05 acres
5	San Bernardino Ave between Vermont St to Columbia St (cul-de-sac)	0.28 acres
6	Wabash Ave between Mendocino Way and Brockton Ave	0.28 acres

PART D. SPECIALIZED GROUNDS MAINTENANCE – HILLSIDE MEMORIAL PART CEMETERY		
1	1540 Alessandro Road	29.0 acres

EXHIBIT "B"
FEE SCHEDULE

Service Location	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3	Monthly Cost Year 4
Part A – Turf Mowing Maintenance Only	$8,009	$8,249	$8,496	$8,751
Part B – Full-Service Maintenance	$24,160	$24,885	$25,632	$26,401
Part C – Mow & Edge Maintenance (LMD)	$1,058	$1,090	$1,123	$1,157
Hillside Memorial Cemetery	$10,796	$11,120	$11,454	$11,798
TOTAL MONTHLY COST	$44,023	$45,344	$46,705	$48,107

TOTAL ANNUAL SERVICE COST	**$528,276**	**$544,128**	**$560,460**	**$577,284**

As Needed Services	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4
Irrigation Technician (Per Hour)	$70.00	$72.10	$74.26	$76.49
Irrigation Parts	Cost Plus 15%	Cost Plus 15%	Cost Plus 15%	Cost Plus 15%
Estimated Annual As Needed Service Costs	$29,504.00	$30,159.00	$30,834.00	$31,529.00
TOTAL ANNUAL COSTS (Including Service and Irrigation)	**$557,780.00**	**$574,287.00**	**$591,294.00**	**$608,813.00**

*Grand Total Not to Exceed $2,332,174.00 over four-year term.

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).

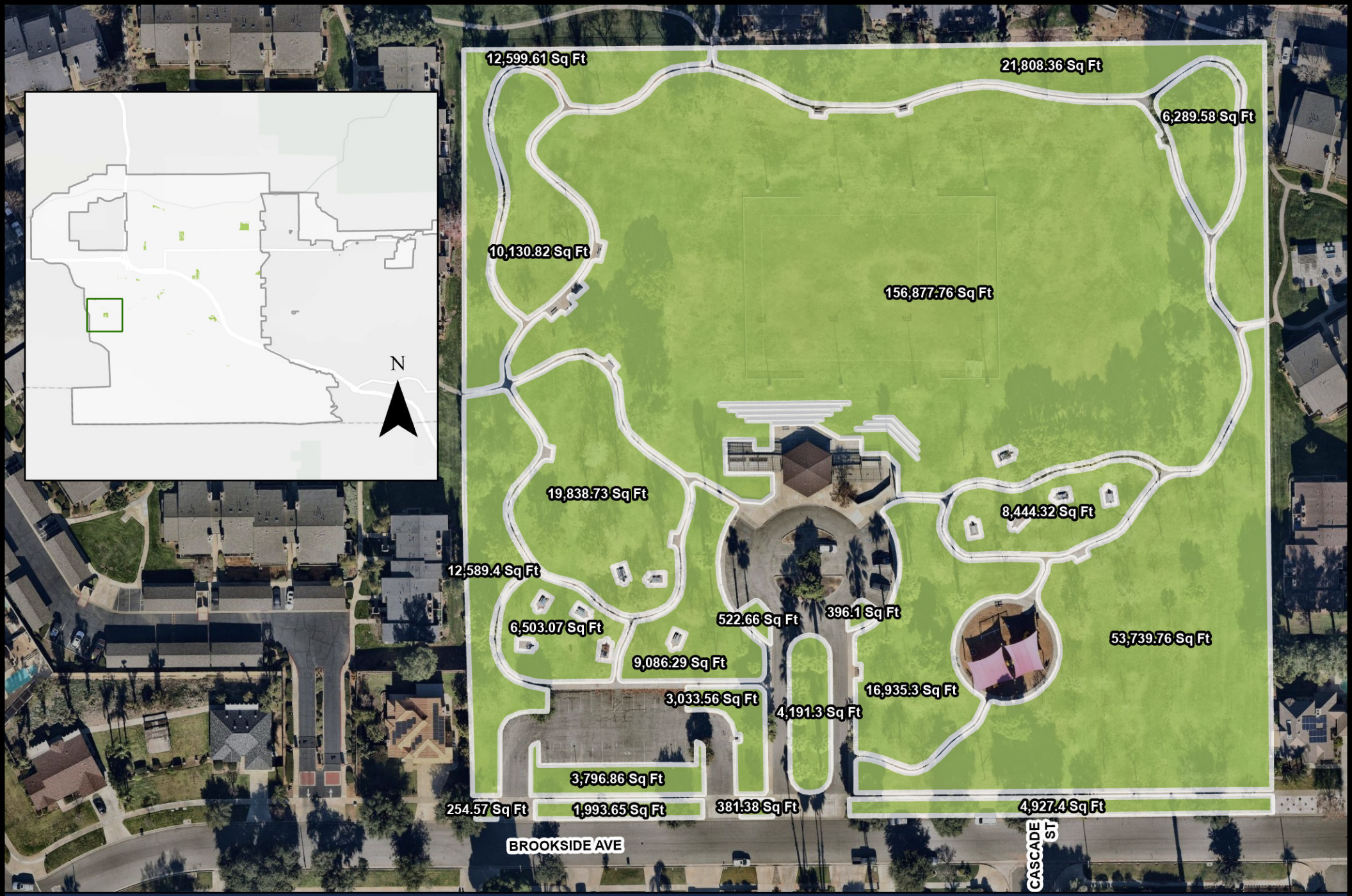
_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject 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.

BrightView Landscape Services, Inc.

By:_____ Date: _____

Enrico Marogna, Sr. Vice President



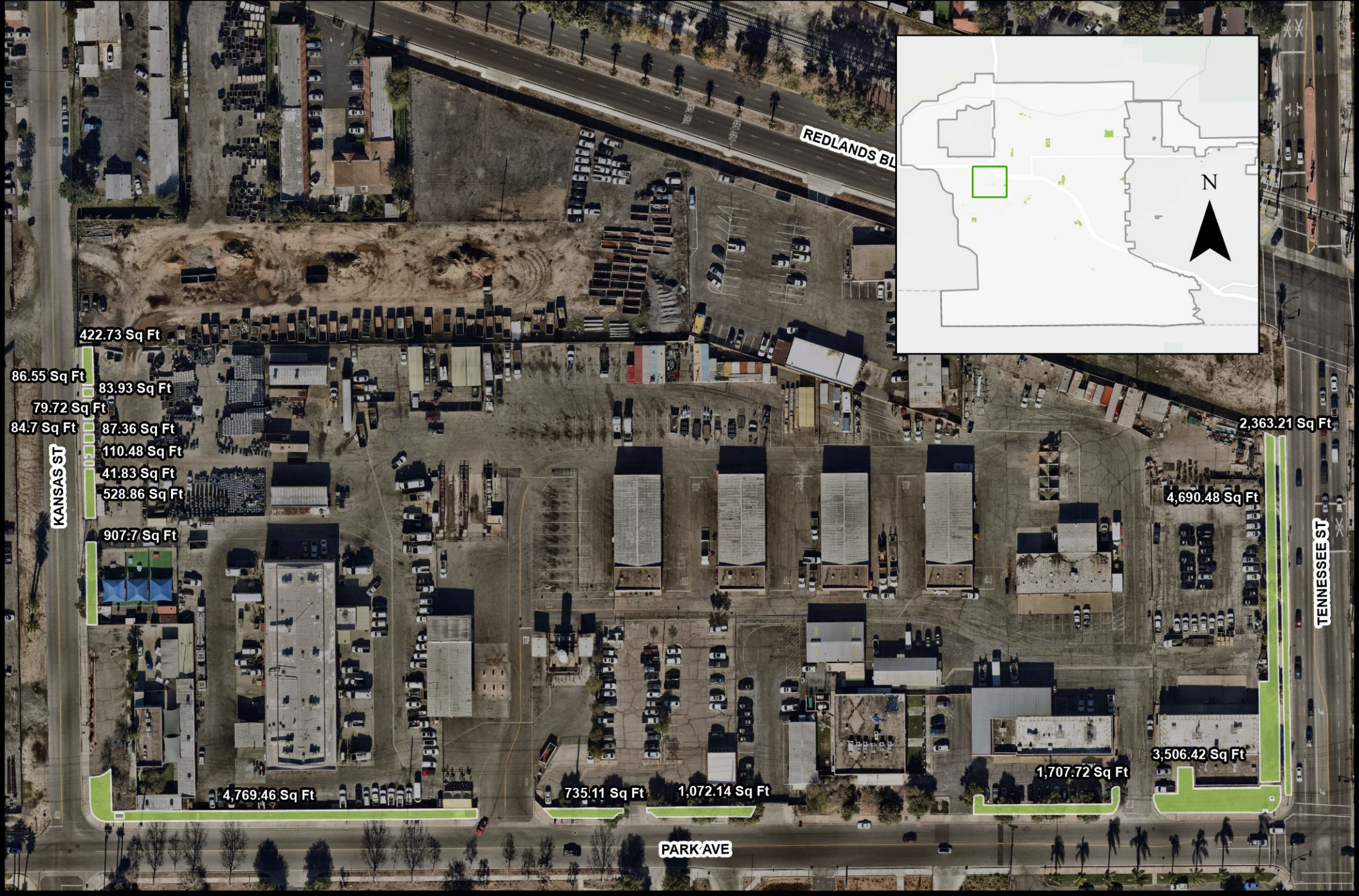
Brookside Park (8.13 Acres)

1630 Brookside Ave.

0 150 300 Feet

Mow Area

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Corporate Yard (0.49 Acres)

1270 W Park Ave

0 175 350

Feet

Mow Area

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



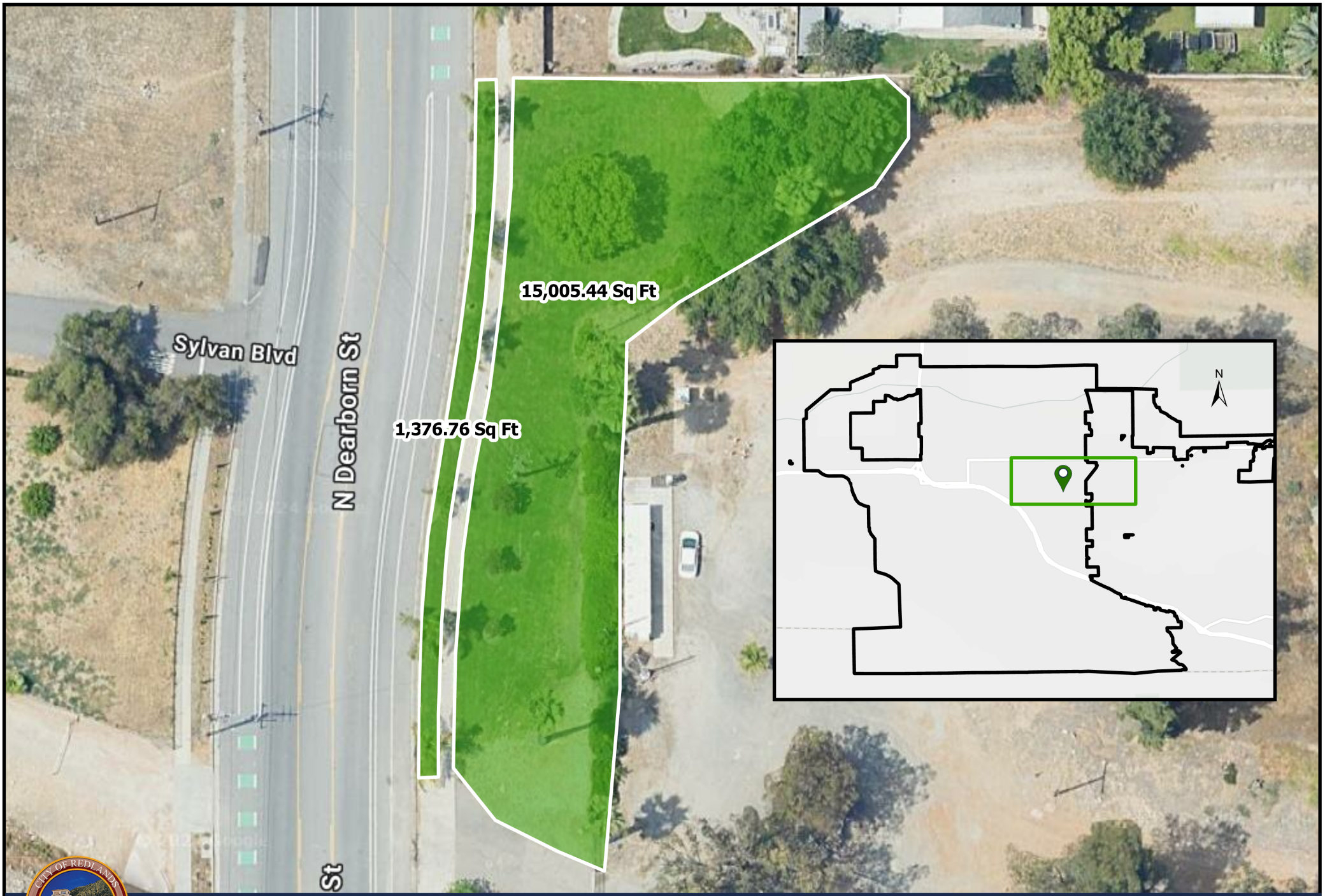
Crafton Park (4.34 Acres)

601 N Wabash.

Mow Area

0 150 300 Feet

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



N Dearborn St (0.37 Acres)

Greenbelt at Sylvan between Laramie Ave & Independence Ave

Legend

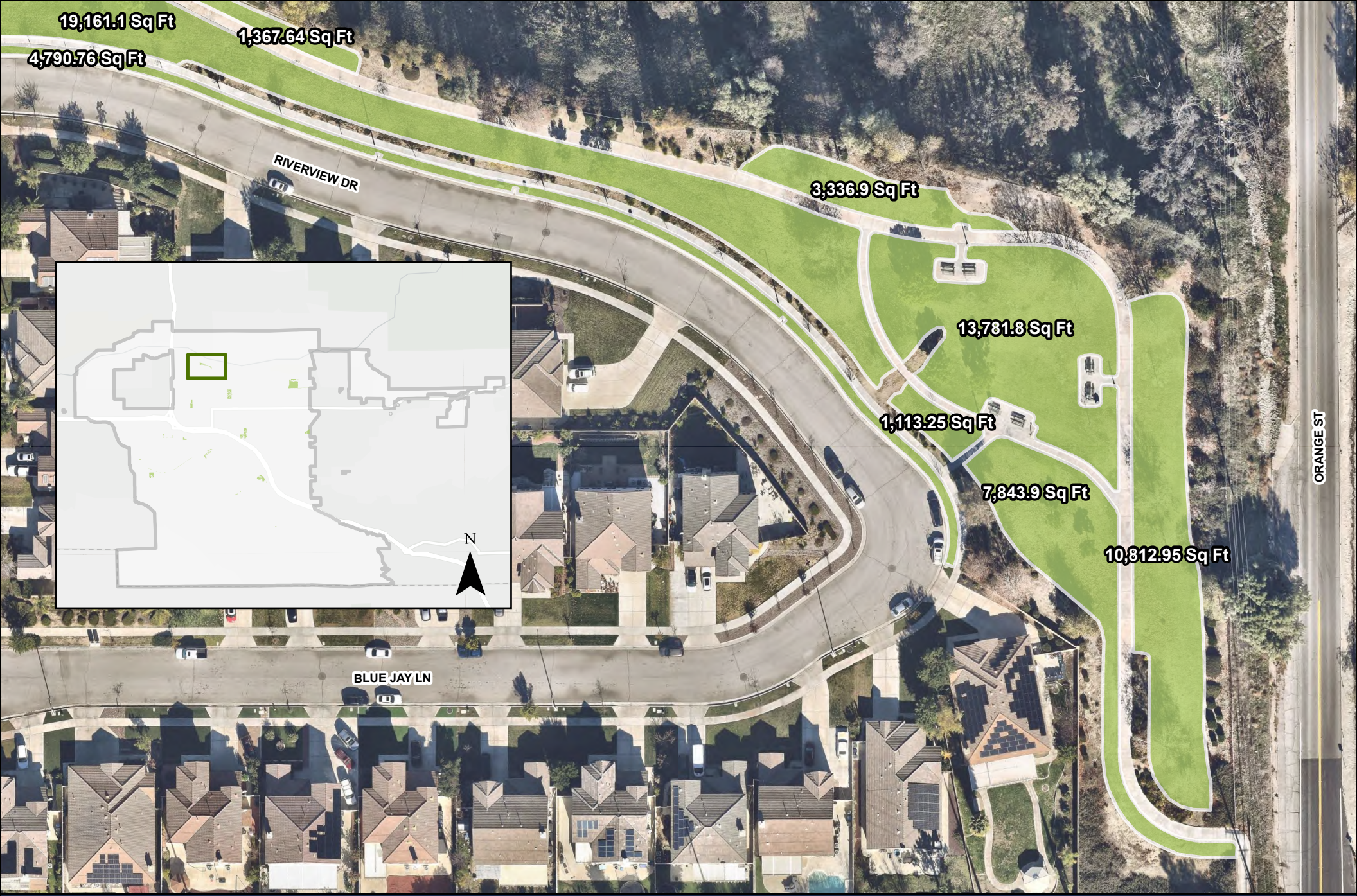
Mowing Polygon

0 20 40 US Feet

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: May 2024



East Israel Beal Park (5.06 acres)

255 Riverview Dr

Mow Area

0 0.02 0.04 Miles

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Ford Park (10.43 Acres)

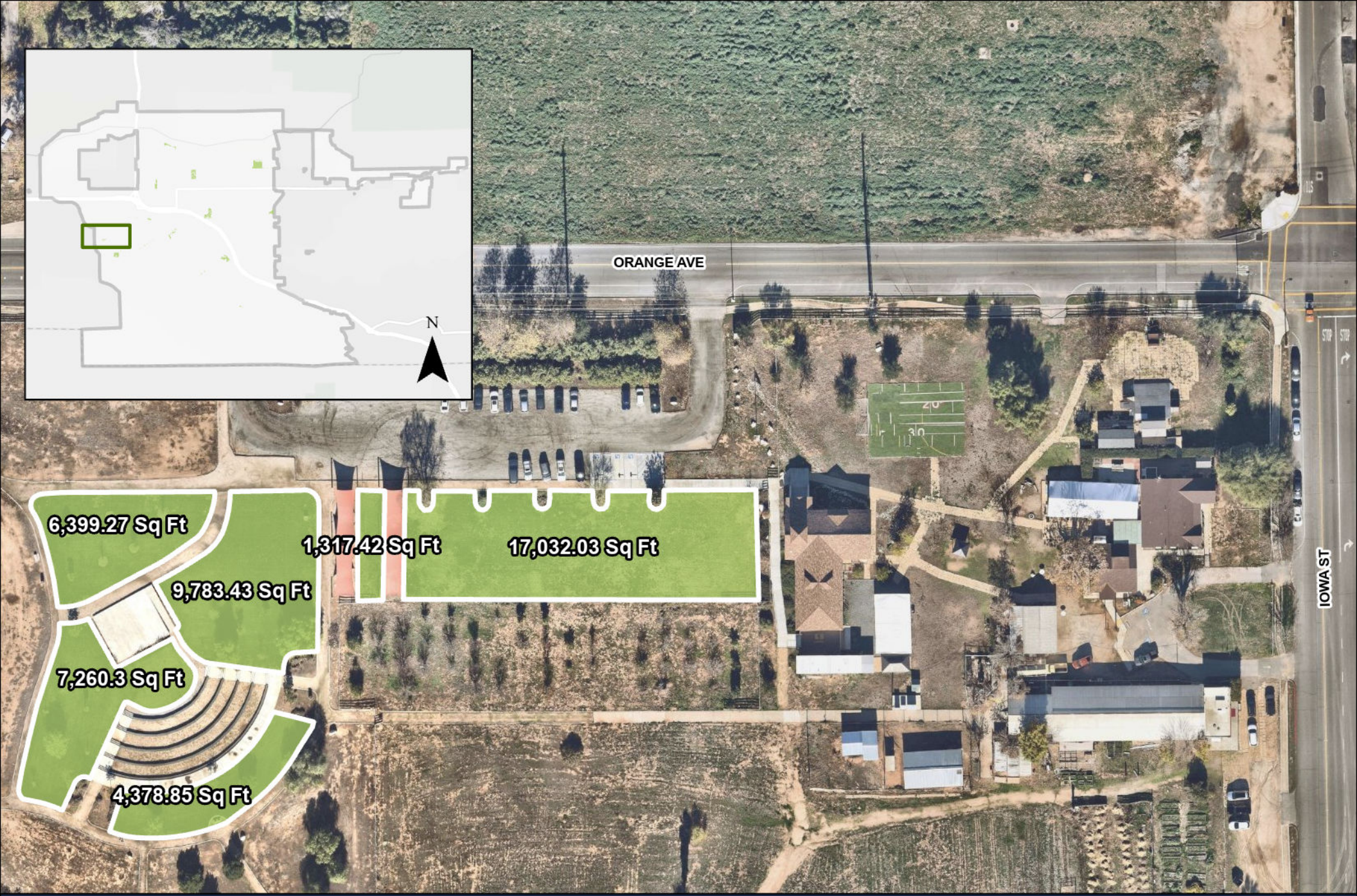
955 Parkford Drive

Mow Area

0 250 500

Feet

City of Redlands
Facilities & Community Services - Parks
***Author:** Redlands GIS*



Heritage Park (1.06 acres)

Orange Ave between Iowa and Nevada

Mow Area

0 0.03 0.05 Miles

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Jennie Davis Park (1.94 acres)

923 W Redlands Blvd

Mow Area

0 0.01 0.02 Miles

City of Redlands
Facilities & Community Services - Parks
Author: Redlands GIS



Martinez Park and Ballfields (13.95 Acres)

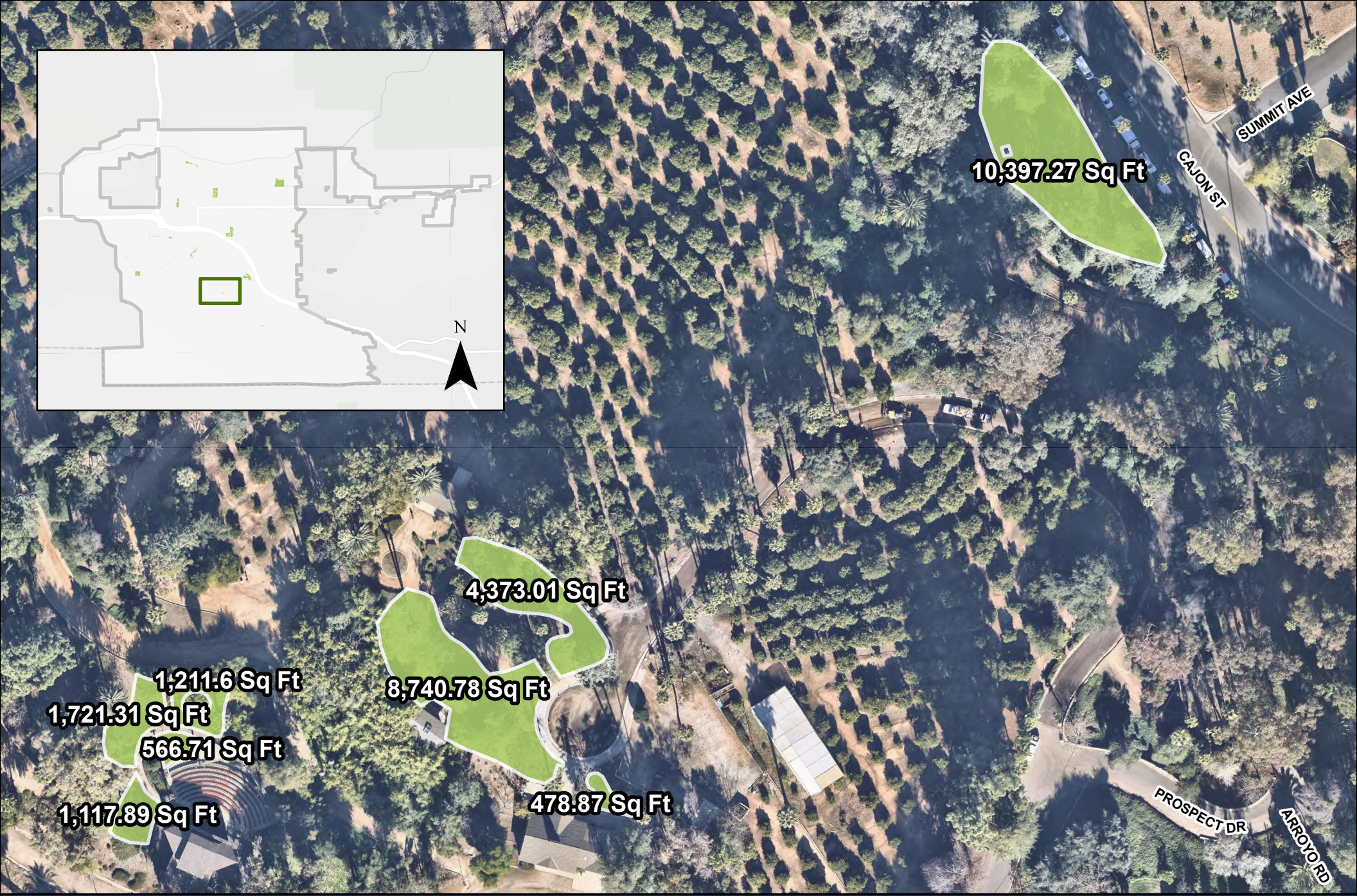
1535 N. Church Street

0 200 400

Feet

Mow Area

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



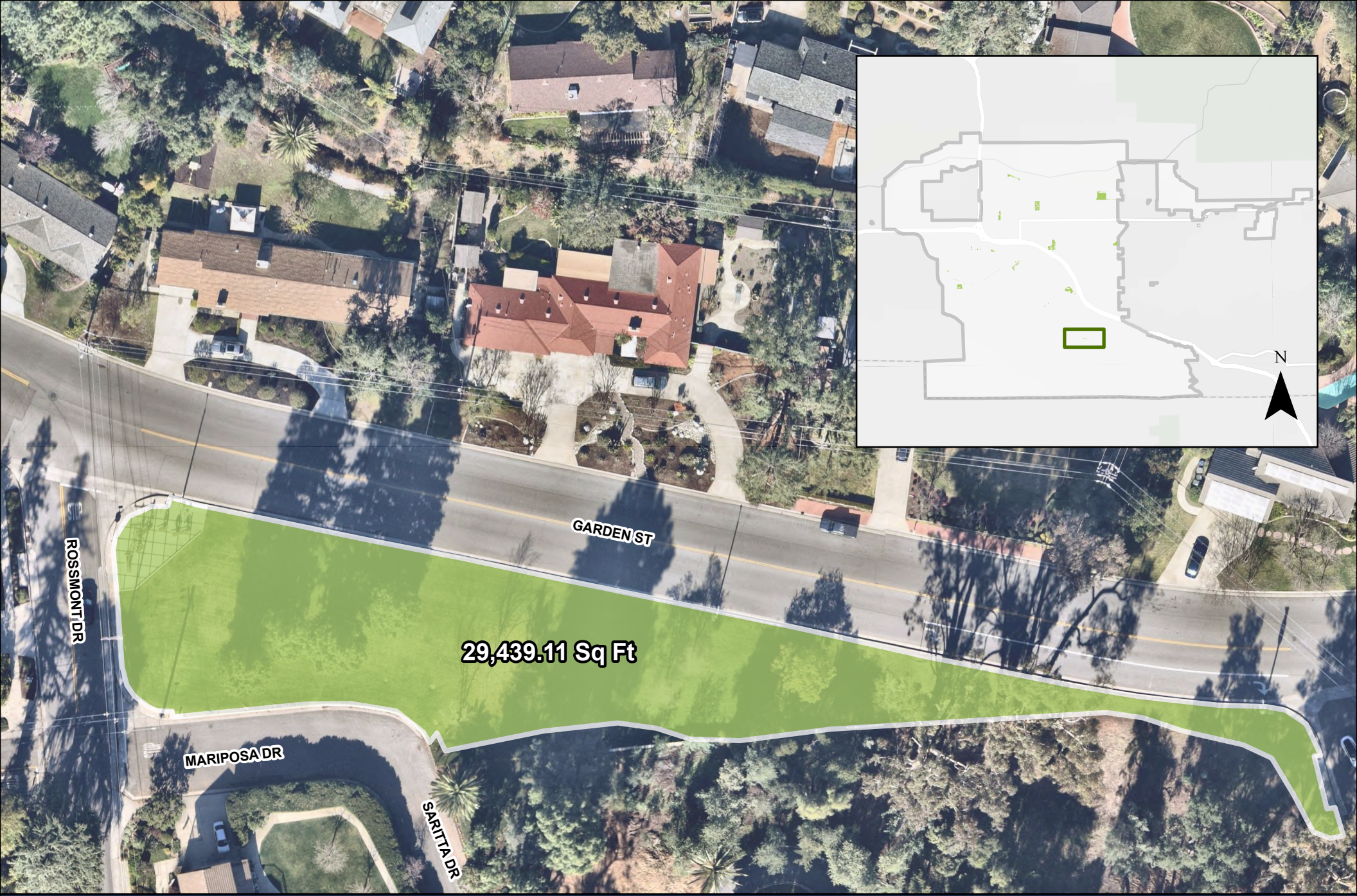
Prospect Park (0.66 acres)

352 Prospect Dr

Mow Area

0 0.03 0.05 Miles

City of Redlands
Facilities & Community Services - Parks
Author: Redlands GIS



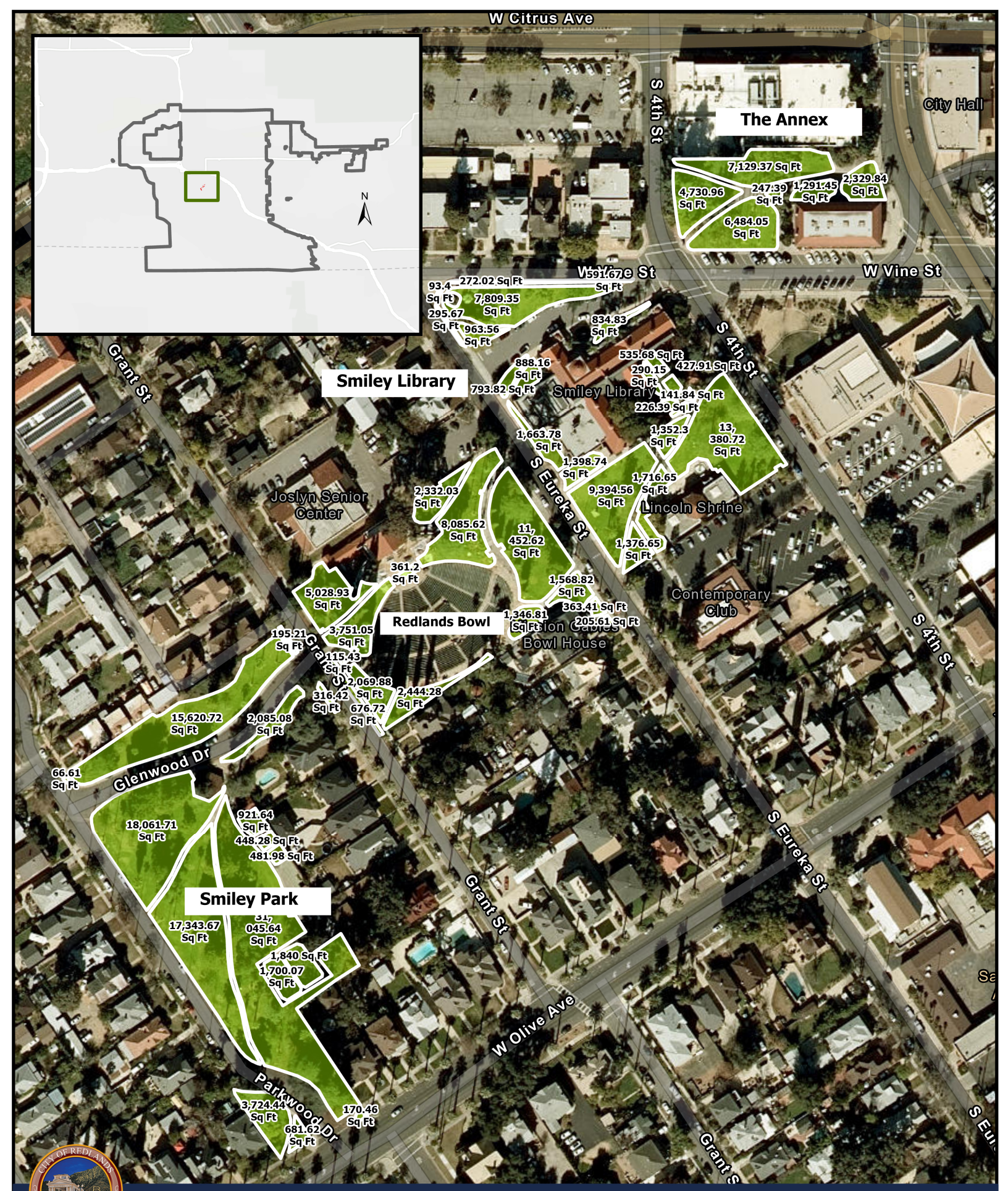
Simond's Parkway (0.68 acres)

Garden St & Rossmont Dr

Mow Area

0 0.01 0.02 Miles

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Smiley Park (4.62 Acres)

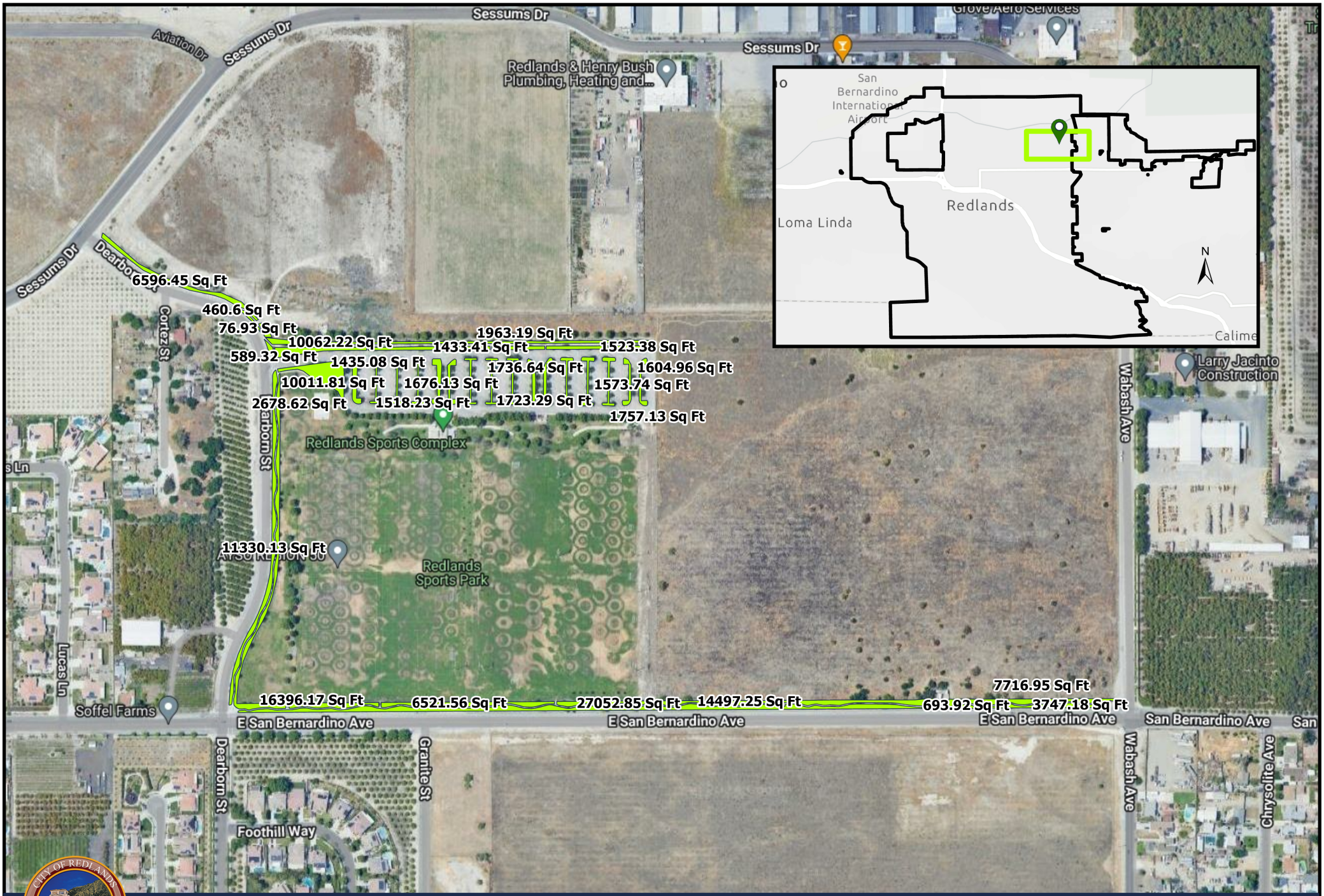
0 80 160 US Feet

Legend

Mowing Polygon

101 Parkwood Dr, Redlands, CA 92373
Includes The annex, AK Smiley Library, Redlands Bowl, Smiley Park

City of Redlands
Facilities & Community Services - Parks
Author: Redlands GIS Date: May 2024



Redlands Sports Park (3.63 Acres)

1790 N Dearborn St, Redlands, CA 92374

Legend

Redlands Regular Meeting of 07-15-25

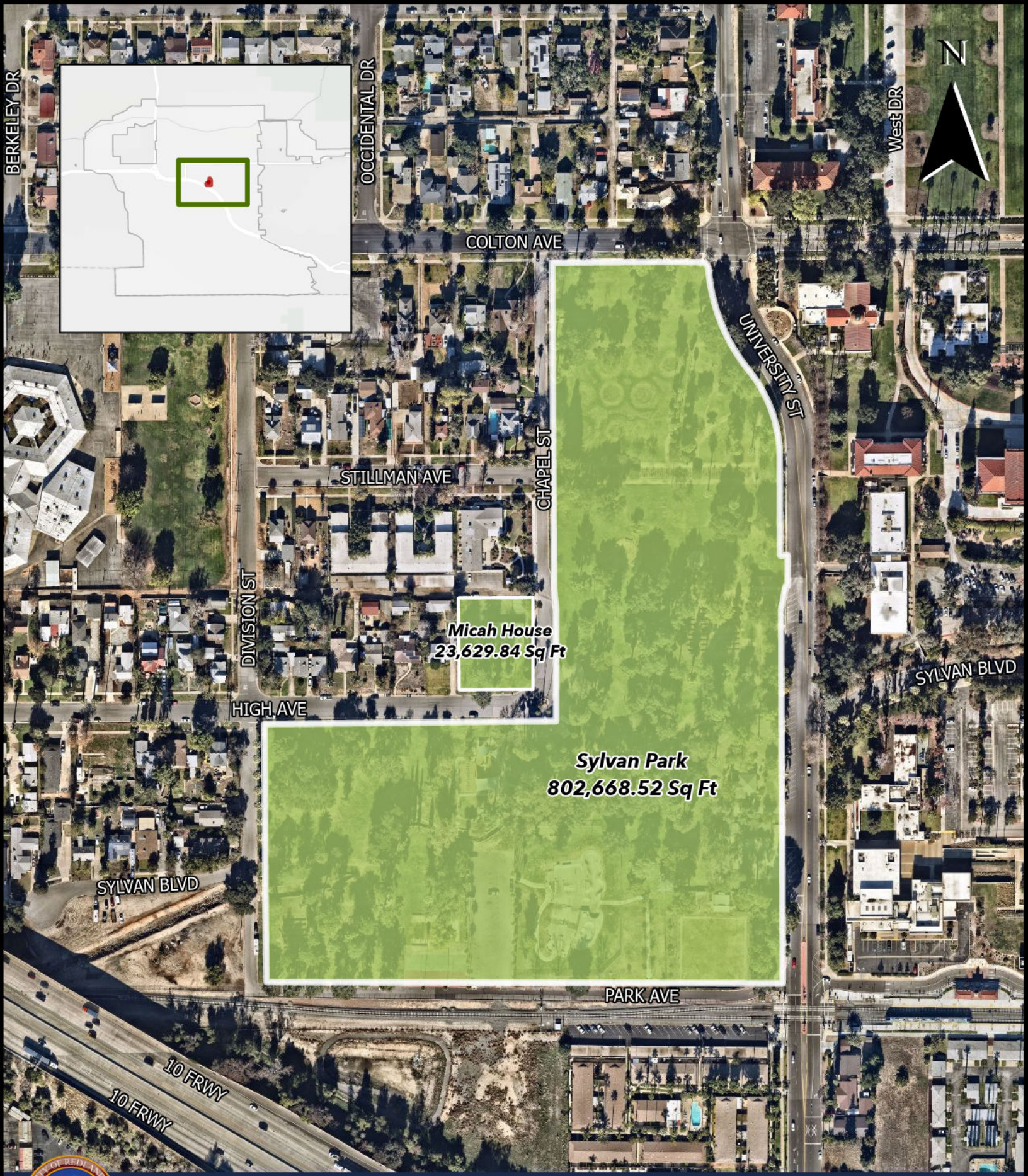
Mowing Polygon

0 285 570 US Feet

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: May 2024



Sylvan Park & Micah House
(18.97 Acres)

601 N University St., Redlands, CA 92374
Also include Micah House which is across the street at Chapel St and High Ave

0 70 140 280 420 560
US Feet

Legend
Sylvan Park & Micah House

City of Redlands
Facilities & Community Services - Parks
Author: Redlands GIS Date: February 2024



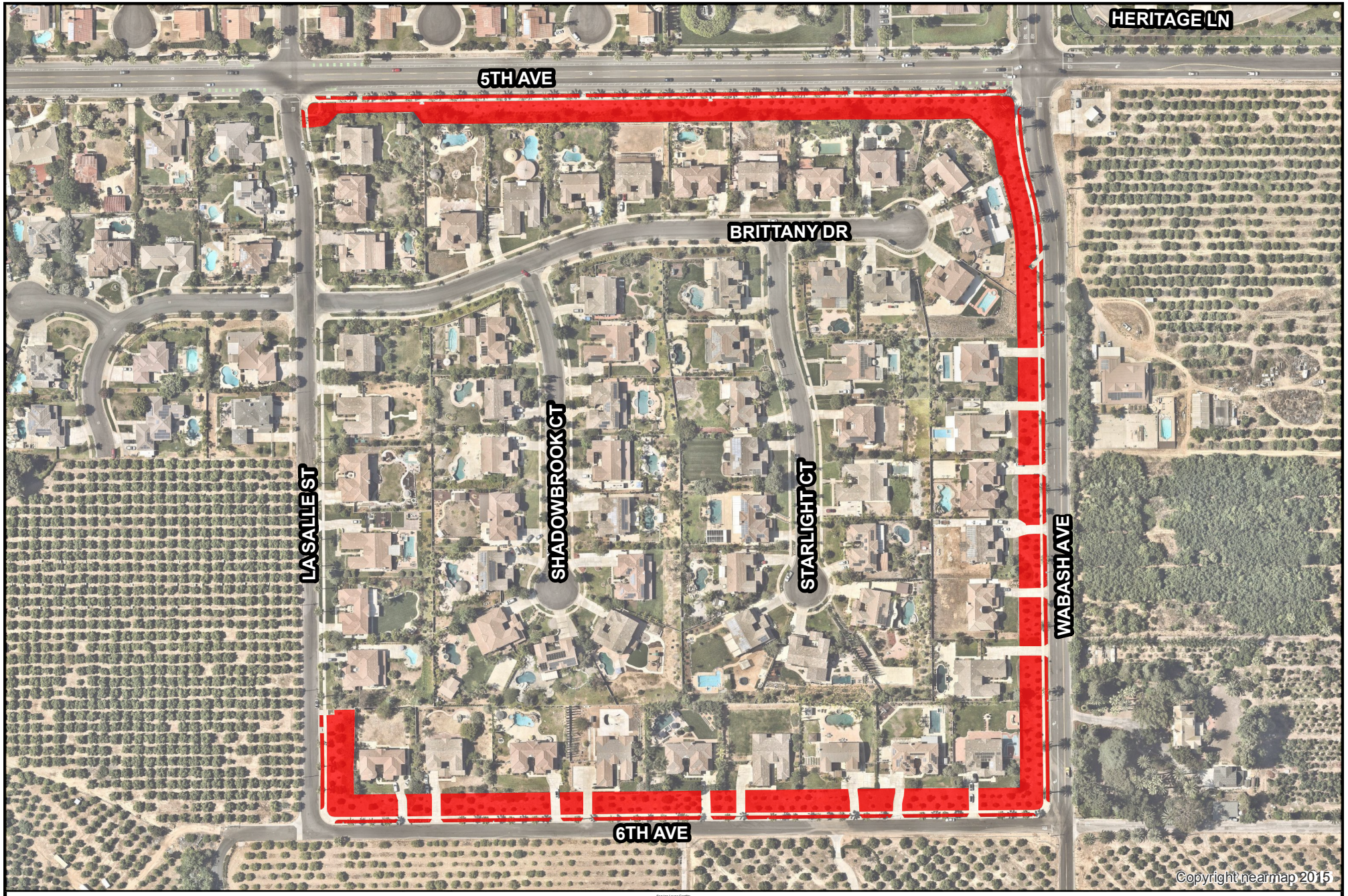
Texonia Park (6.56 Acres)

Pennsylvania Ave & Texas St & W Lugonia Ave
Total area 285,912.07 Sq Ft

0 45 90 180 270 360
US Feet

Legend
Texonia Park

City of Redlands
Facilities & Community Services - Parks
Author: Redlands GIS Date: February 2024



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 2004-1 (3.97 acres) - 5th Ave at Wabash Ave

Area to Be Maintained (157,068 sq ft)

July 26, 2018

N
W E
S

Scale

0 50 100 150 200
Feet

City of REDLANDS "A City That Works"



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 4 (3.55 acres) - Ford St at Patricia Dr

Area to Be Maintained (8,651 sq ft)

N
W E
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Scale
0 30 60 90 120
Feet

July 19, 2018



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 5 (2.48 acres) - California St at Orange Tree Ln

Area to Be Maintained (2,437 sq ft)

N
W E
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Scale
0 20 40 60 80
Feet

July 19, 2018

City of REDLANDS "A City That Works"



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 9 (0.72 acres) - Redlands Blvd at Nevada St

Area to Be Maintained (2,948 sq ft)

N
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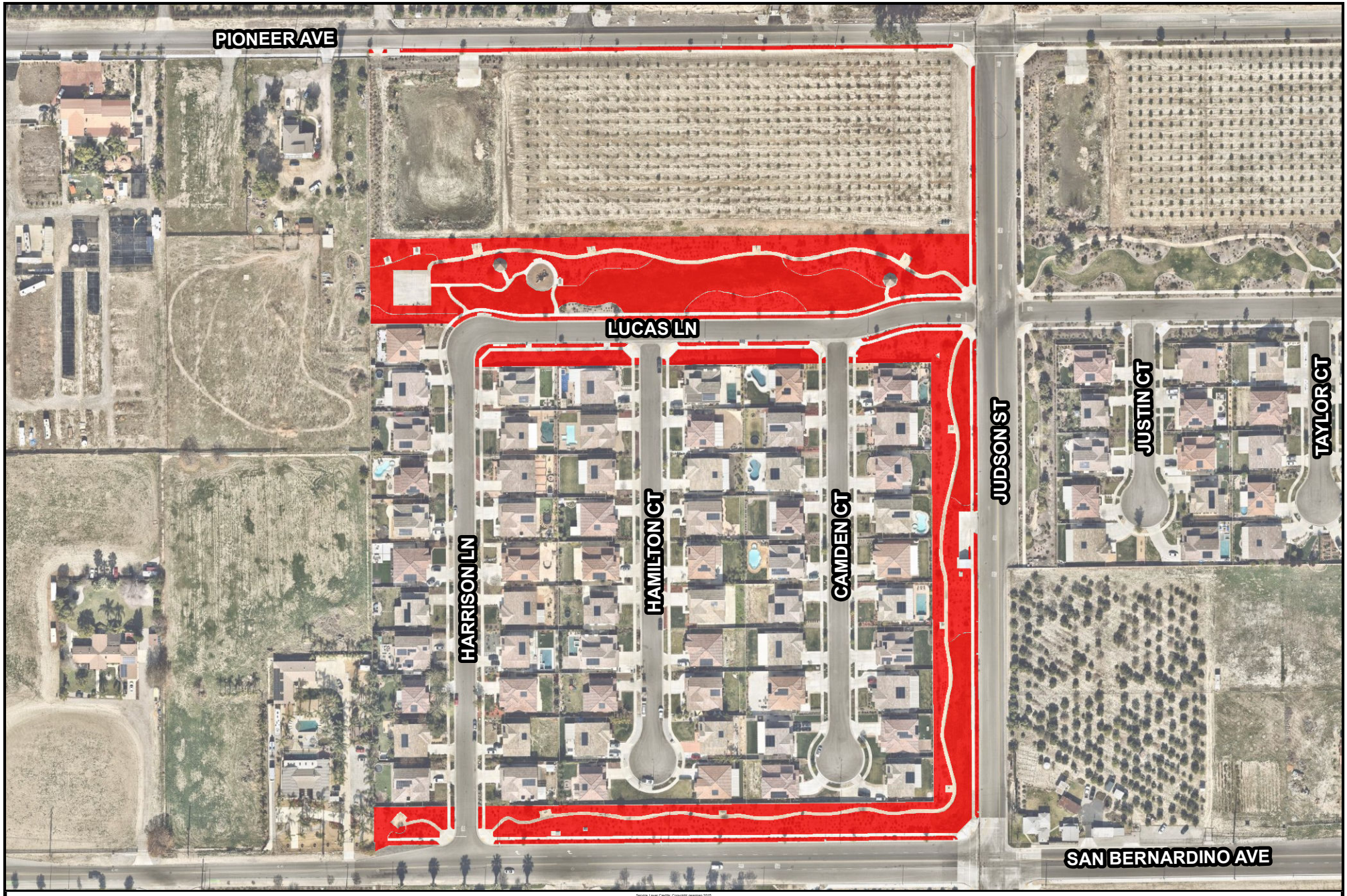
Scale
0 20 40 60 80
Feet

July 19, 2018



Service Layer Credits: Copyright nearmap 2015

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 12A - Lucas Ln. & Judson St.- West (4.94 acres)

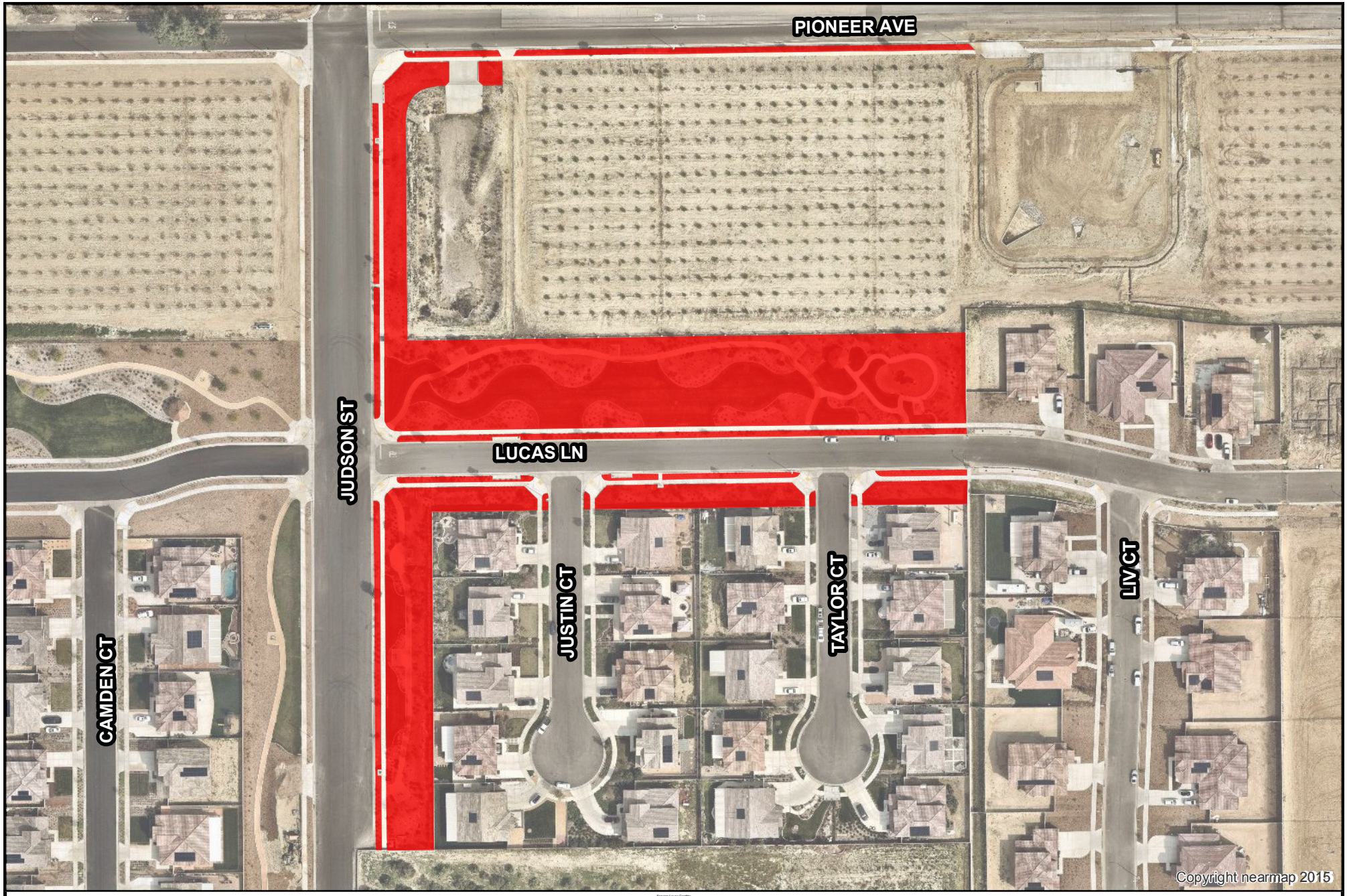
Area to Be Maintained (215,315 sq ft)

February 26, 2021

N
W E
S

Scale
0 50 100 150 200
Feet

City of REDLANDS "A City That Works"



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

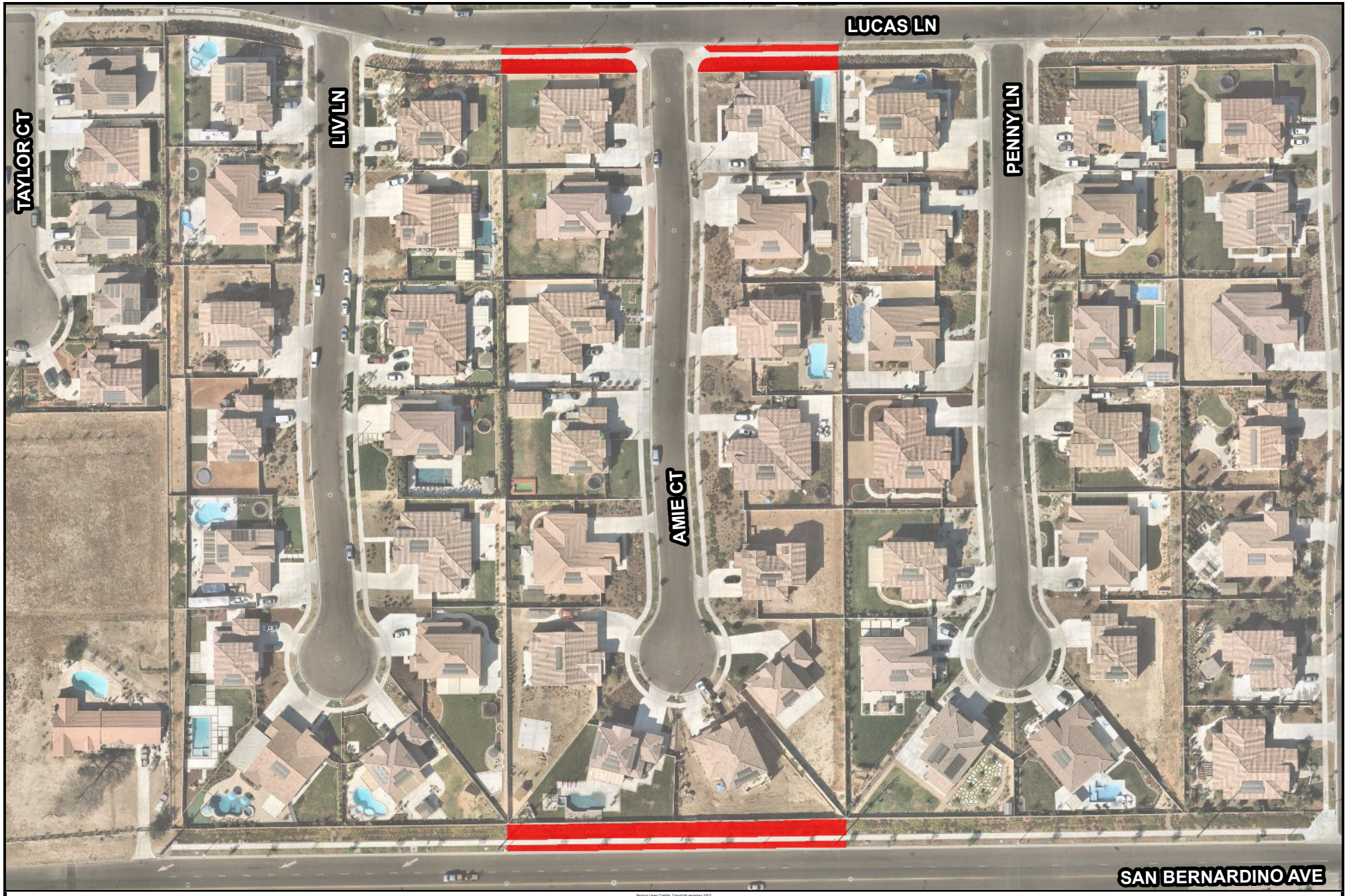
Annexation 12B (2.62 acres) - Lucas Ln at Judson St

Area to Be Maintained (110,728 sq ft)

July 19, 2018

N
W E
S

Scale
0 30 60 90 120
Feet



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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

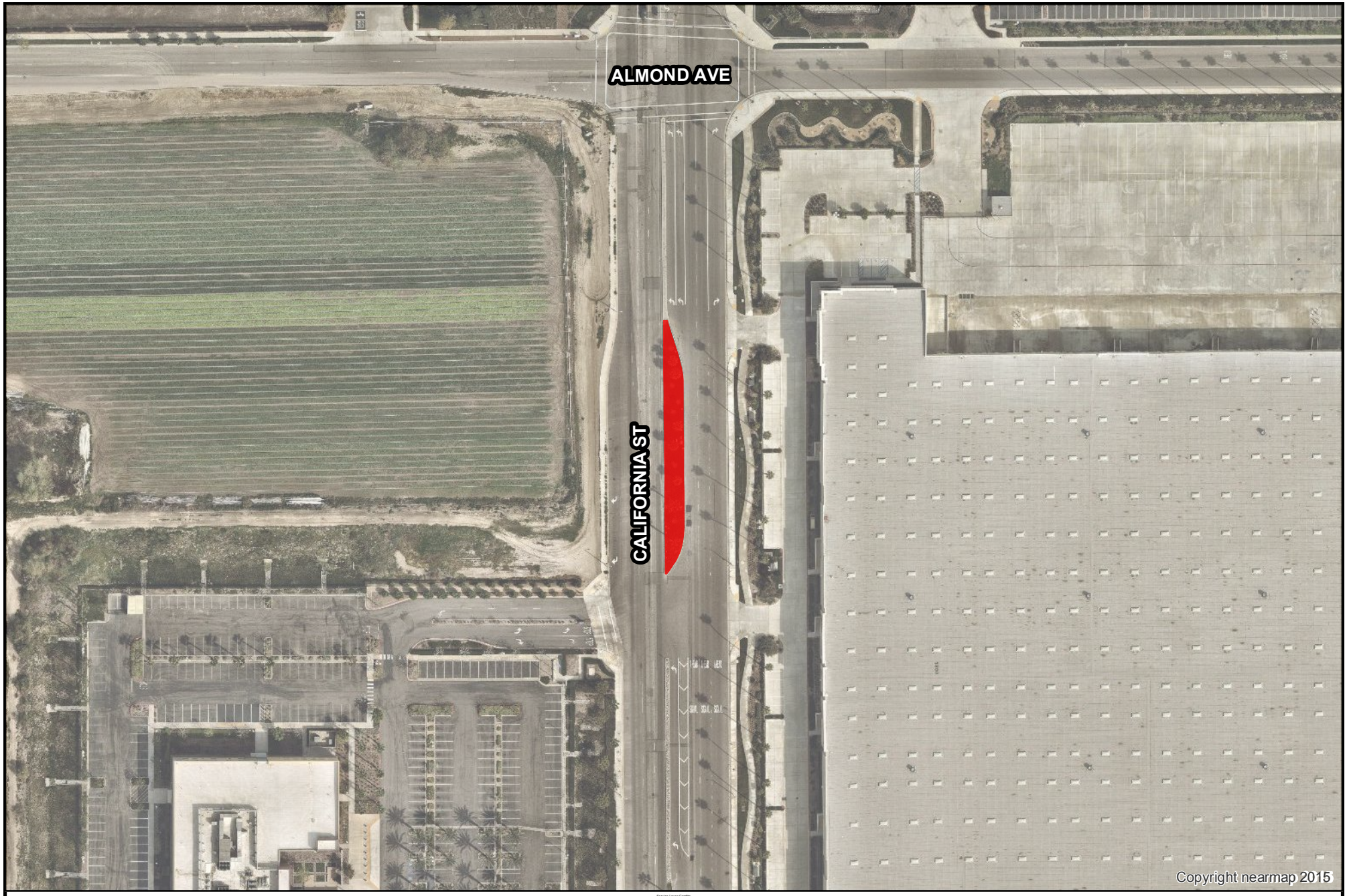
City of REDLANDS "A CITY THAT WORKS"

Annexation 12C - Amie Ct (North/South Green Belts)

Area to Be Maintained (12,151 sq ft)

February 02, 2021

N
W E
S
Scale
0 30 60 90 120
Feet



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 14 (0.13 acres) - California St at Almond Ave

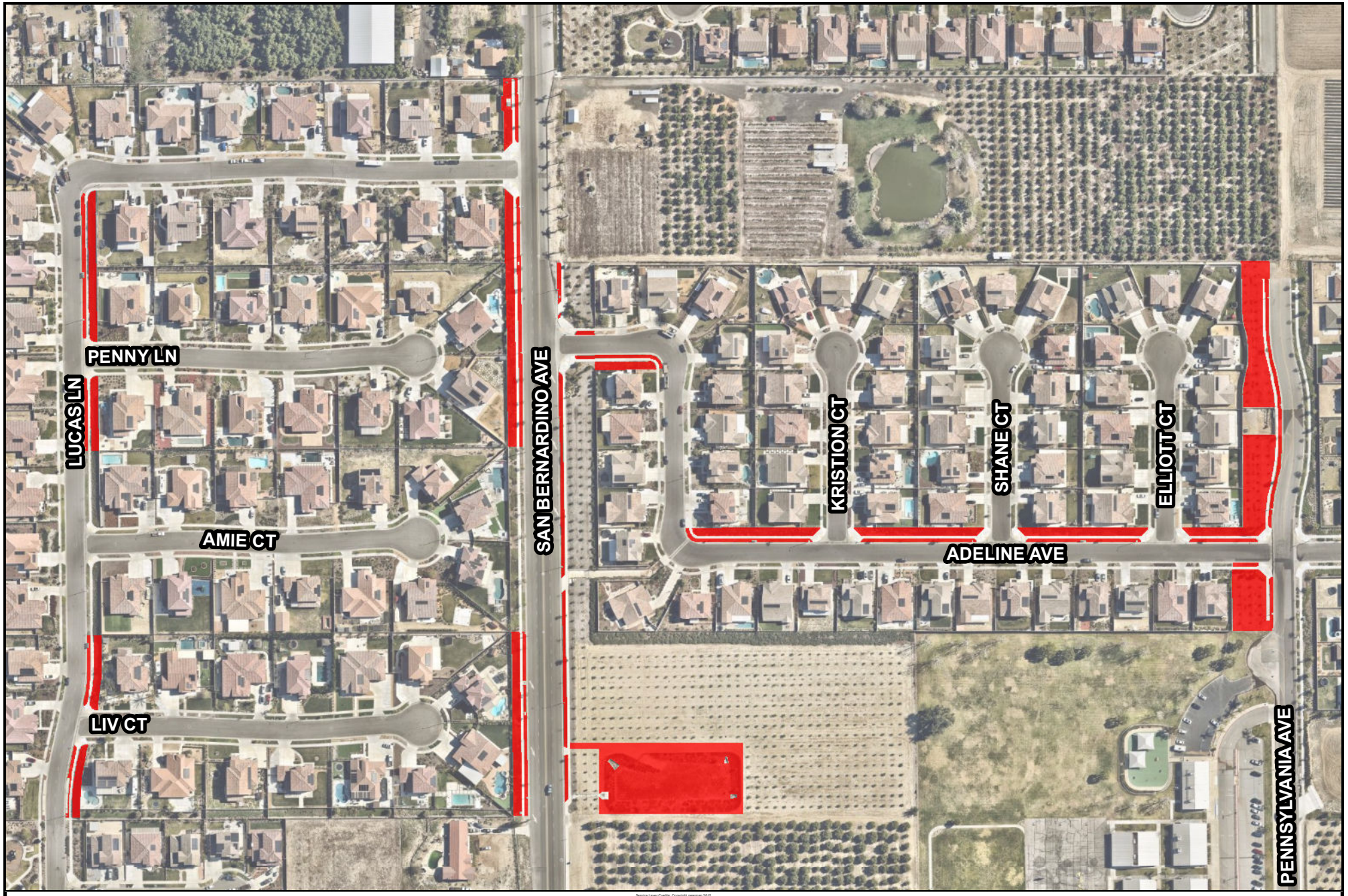
Area to Be Maintained (4,862 sq ft)

N
W E
S

Scale
0 30 60 90 120
Feet

July 19, 2018

City of REDLANDS "A City That Works"



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 12D (2.68 acres) - San Bernardino Ave & Adeline Ave

Area to Be Maintained (116,896 sq ft)

March 14, 2022

N E S W

Scale

0 50 100 150 200

Feet

City of REDLANDS "A City That Works"



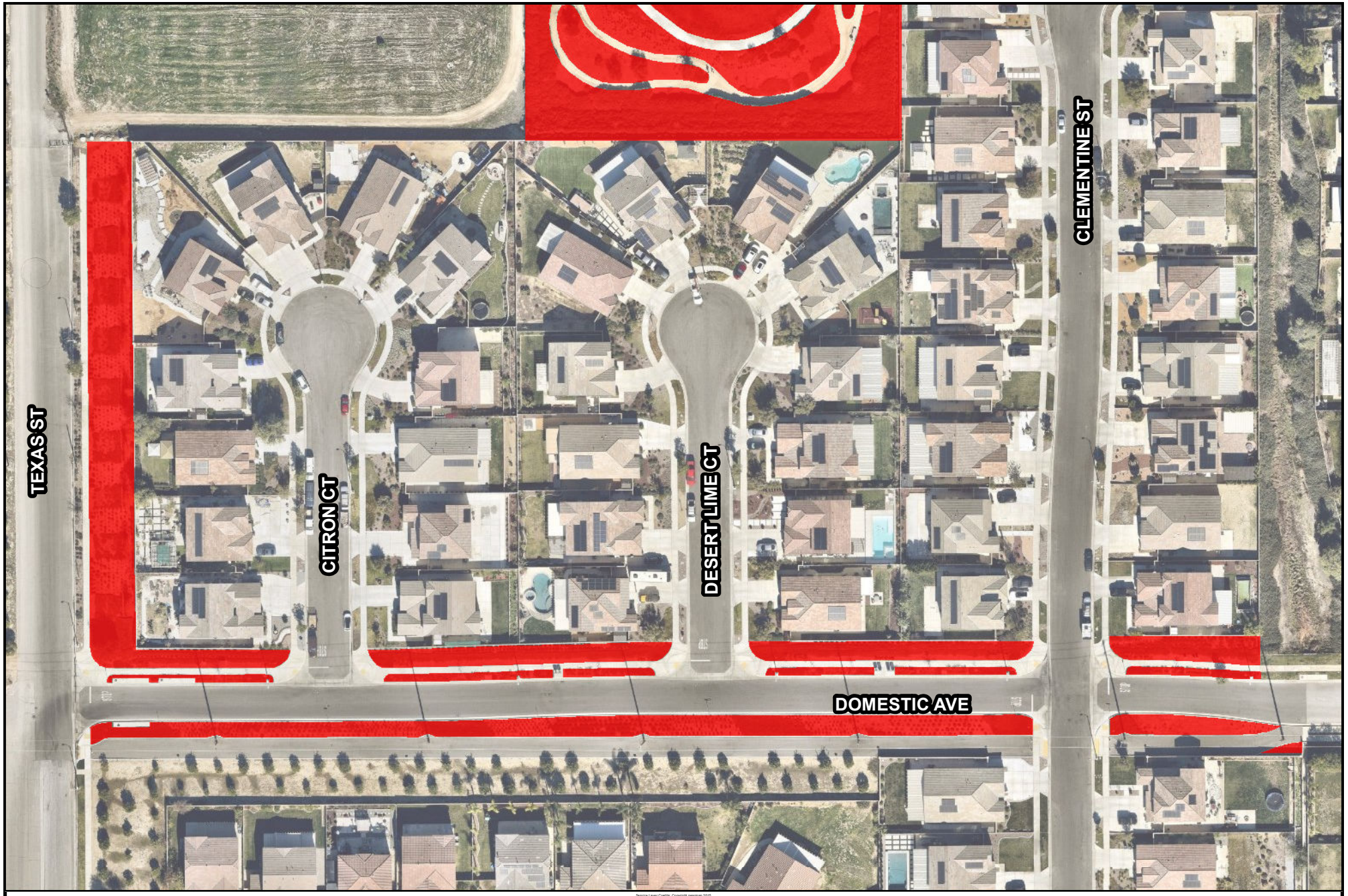
City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 16 (10.11 acres) - Domestic Ave, Texas St, and Clementine St

Area to Be Maintained (440,348 sq ft)

February 17, 2022

N
W E
S
Scale
0 40 80 120 160
Feet



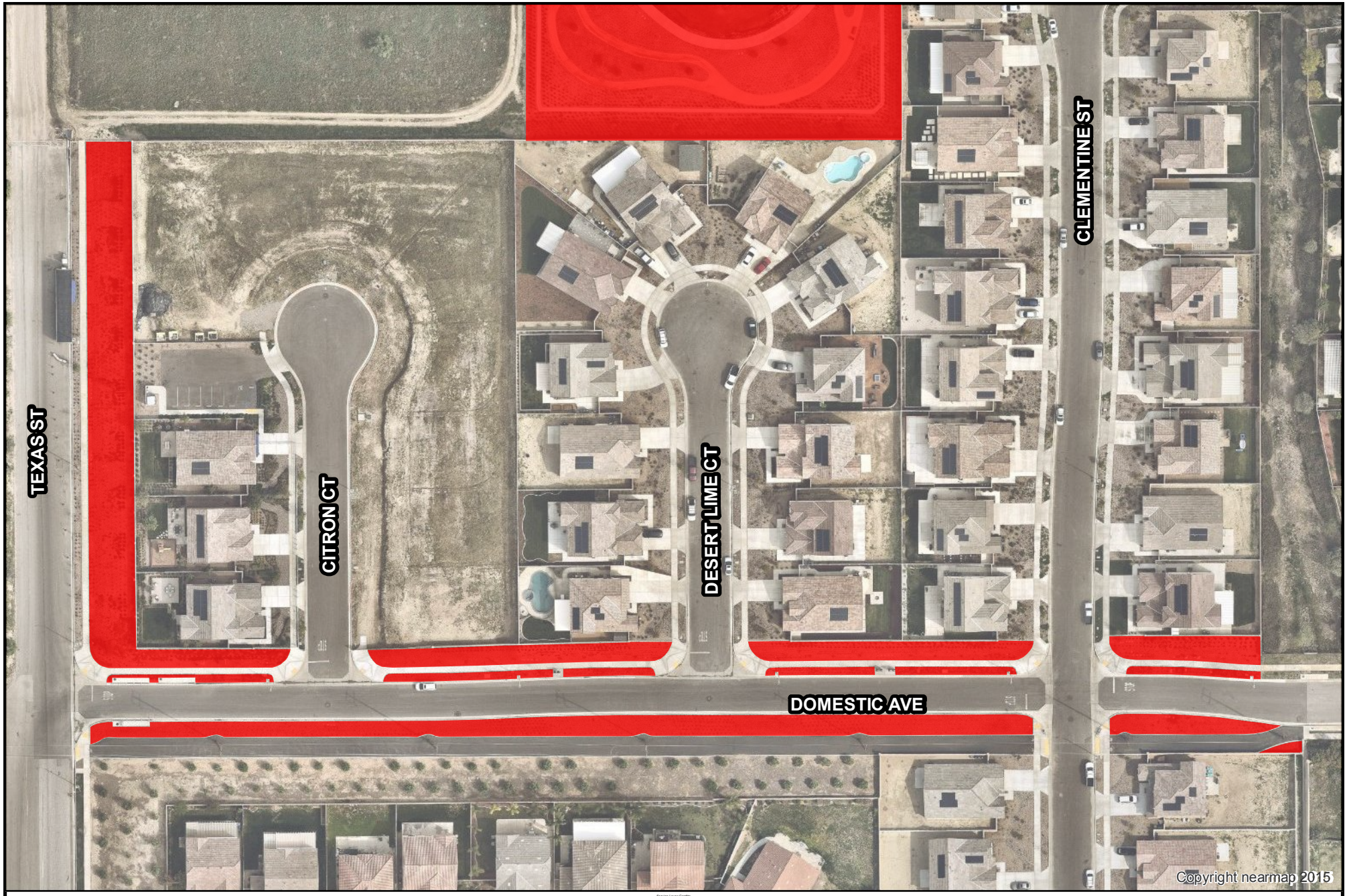
City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 16 (10.11 acres) - Domestic Ave, Texas St, and Clementine St

Area to Be Maintained (440,348 sq ft)

February 17, 2022

N
W E
S
Scale
0 25 50 75 100
Feet



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 16 (12.85 acres) - Domestic Ave, Texas St, and Clementine St

Area to Be Maintained (484,833 sq ft)

July 19, 2018

N
W E
S

Scale

0 25 50 75 100

Feet

City of REDLANDS "A City That Works"

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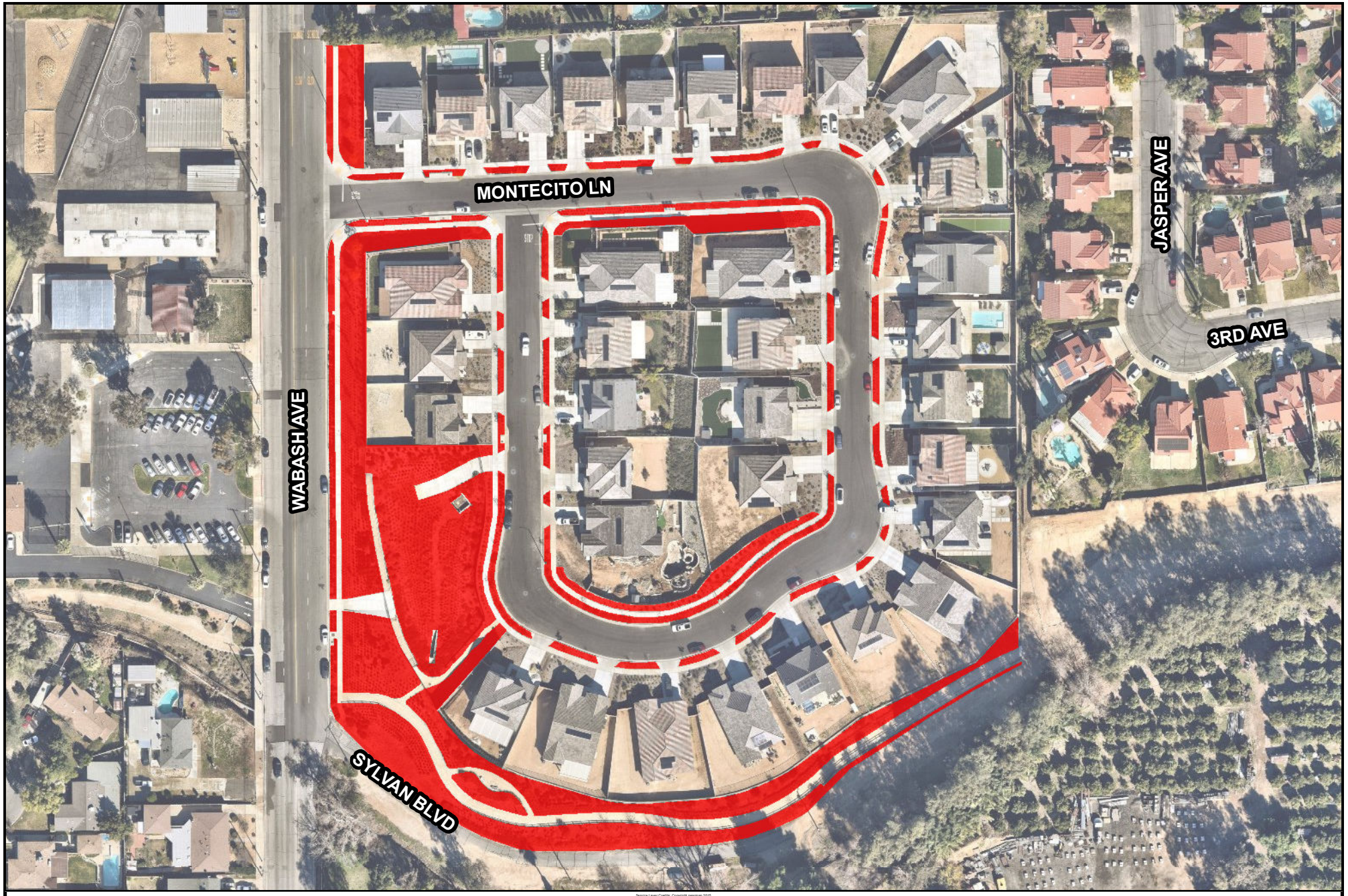


City of Redlands
Department of Innovation & Technology
Geographic Information Systems

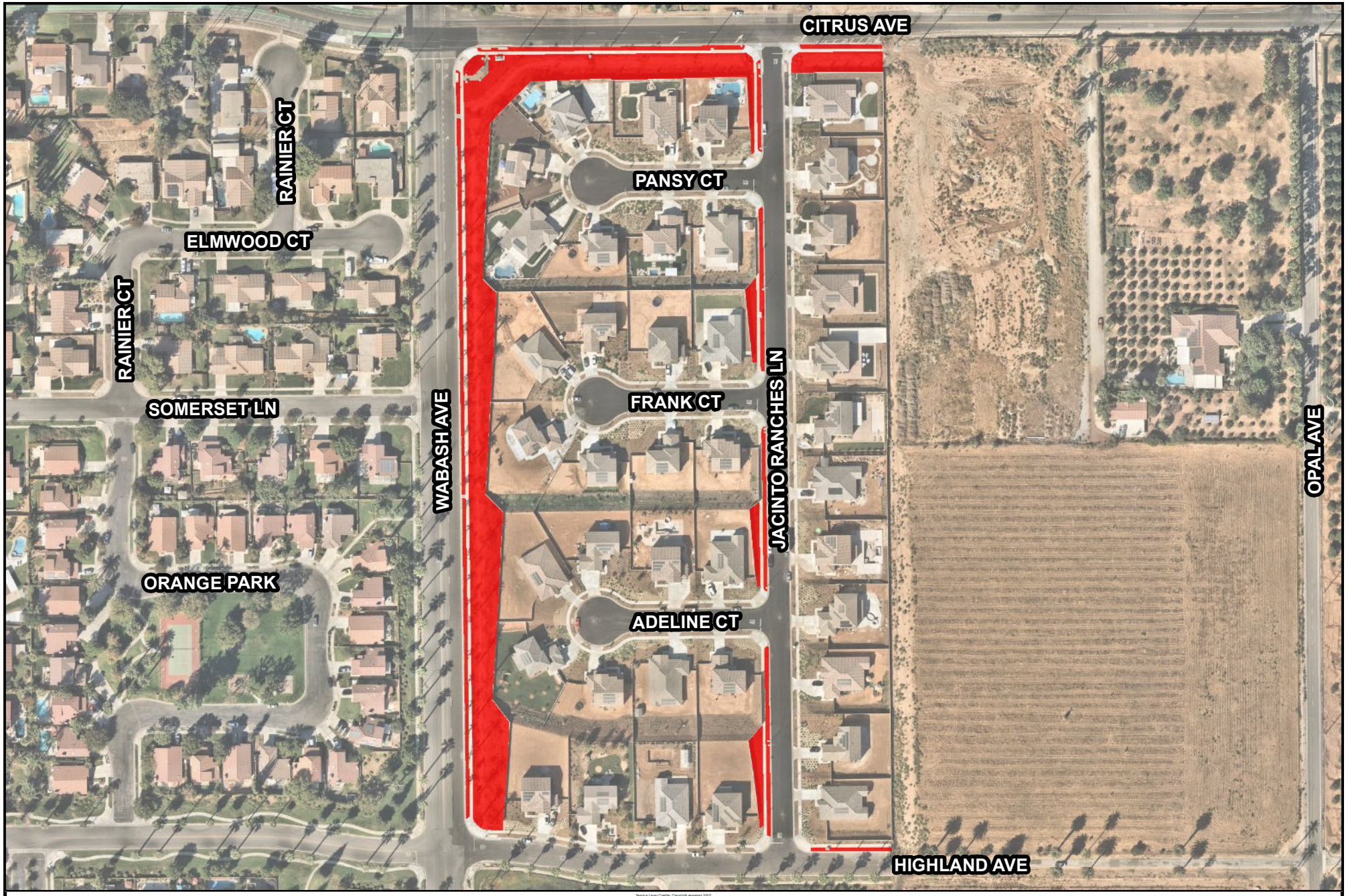
Annexation 19 (1.97 acres) - Wabash & Sylvan

Area to Be Maintained (85,710 sq ft)

February 17, 2022

N
W E
S

Scale
0 30 60 90 120
Feet



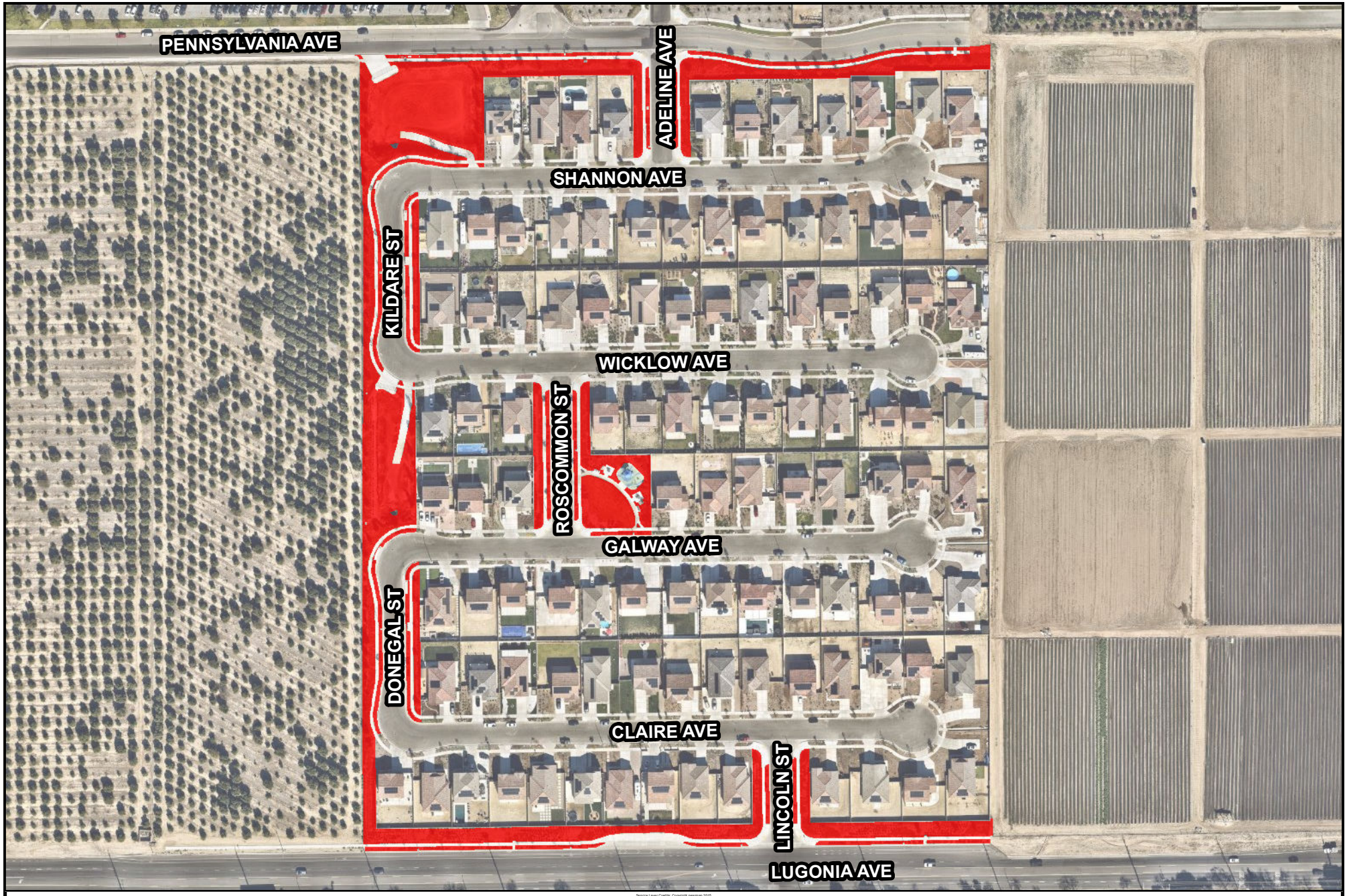
City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 20 - Wabash/Citrus (2.12 acres)

Area to Be Maintained (92,519 sq ft)

February 04, 2021

N
W E
S
Scale
0 50 100 150 200
Feet



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Annexation 21 (3.38 acres) - Lugonia Ave & Pennsylvania Ave

Area to Be Maintained (147,134 sq ft)

February 17, 2022

N
W E
S

Scale
0 50 100 150 200
Feet



Brookside Ave - Cajon St (0.31 Acres)

Between Buena Vista St and Cajon St

Total Area: (13,663.13 Sq Ft)

Legend

Landscape Maintenance

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024



Brookside Ave - Barton Rd (0.33 Acres)

Between San Mateo St and Alabama St

Total Area: 16,235.03 Sq Ft

Legend

Landscape Maintenance

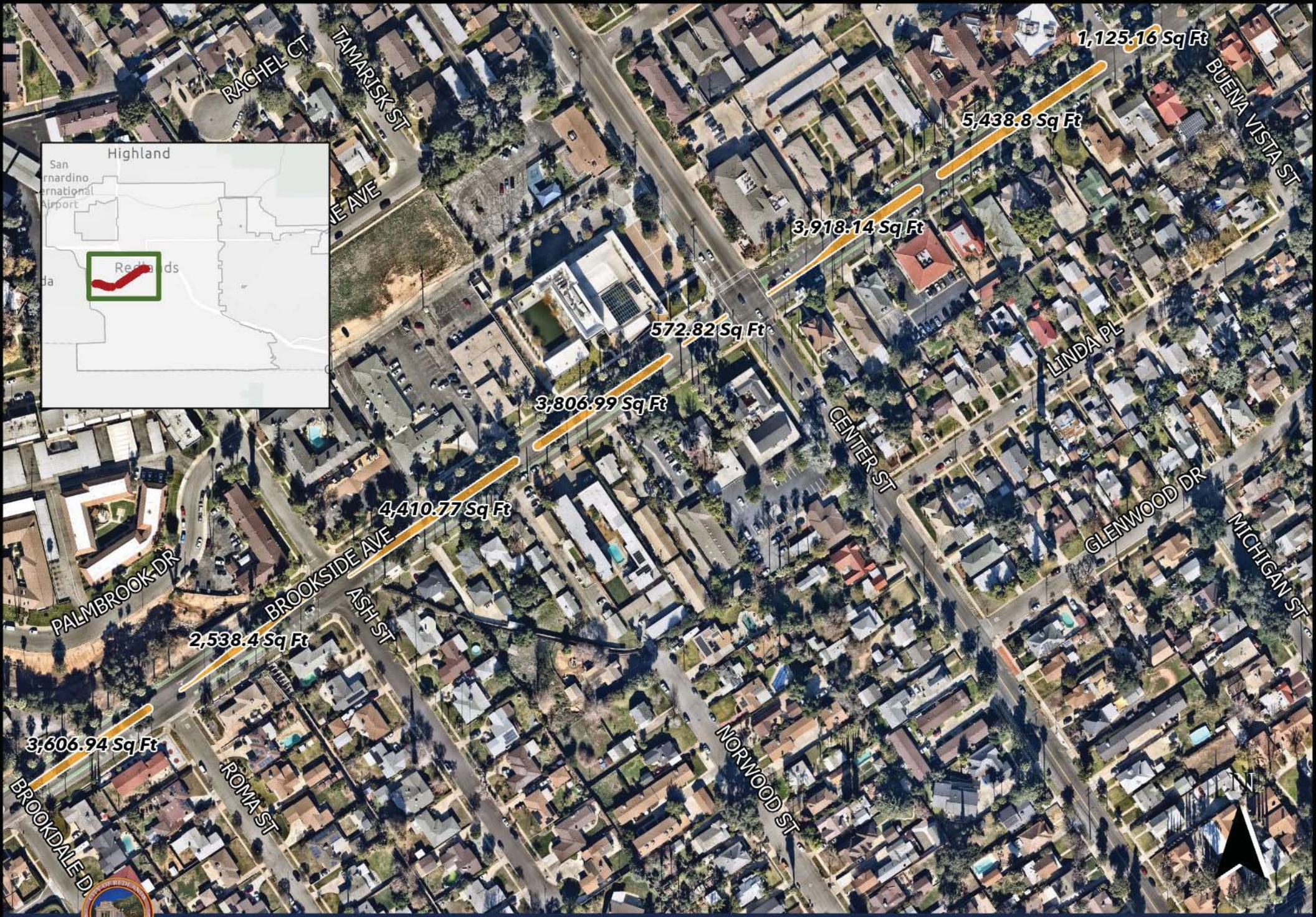
0 110 220 440 660 880

US Feet

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024



Brookside Ave (0.58 Acres)

Between Buena Vista St and Brookdale Dr

Total Area: 25,418.02 Sq Ft

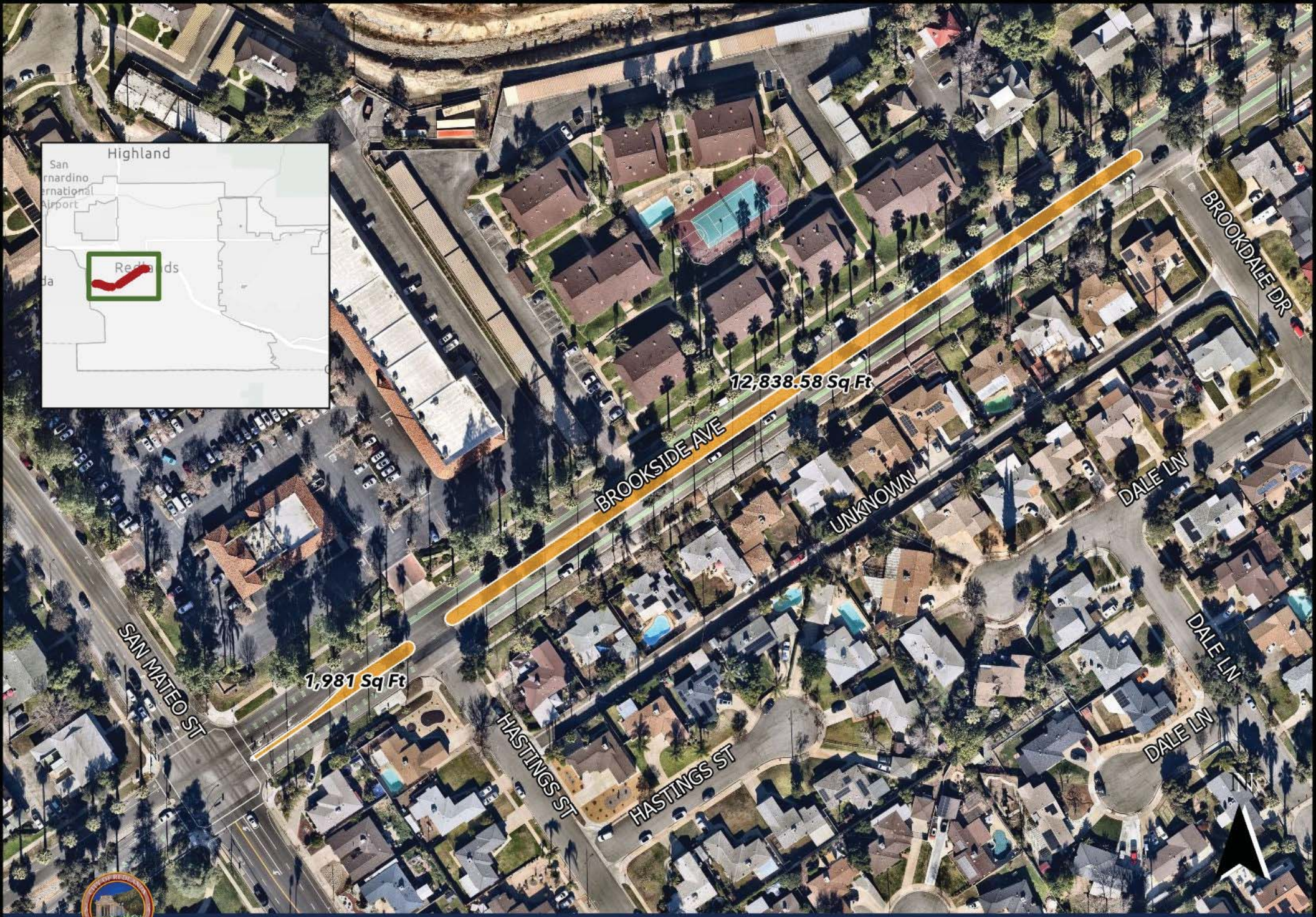
Legend

Landscape Maintenance

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024



Brookside Ave (0.34 Acres)

Between Brookdale Dr and San Mateo St

Total Area: 14,819.58 Sq Ft

Legend

Landscape Maintenance

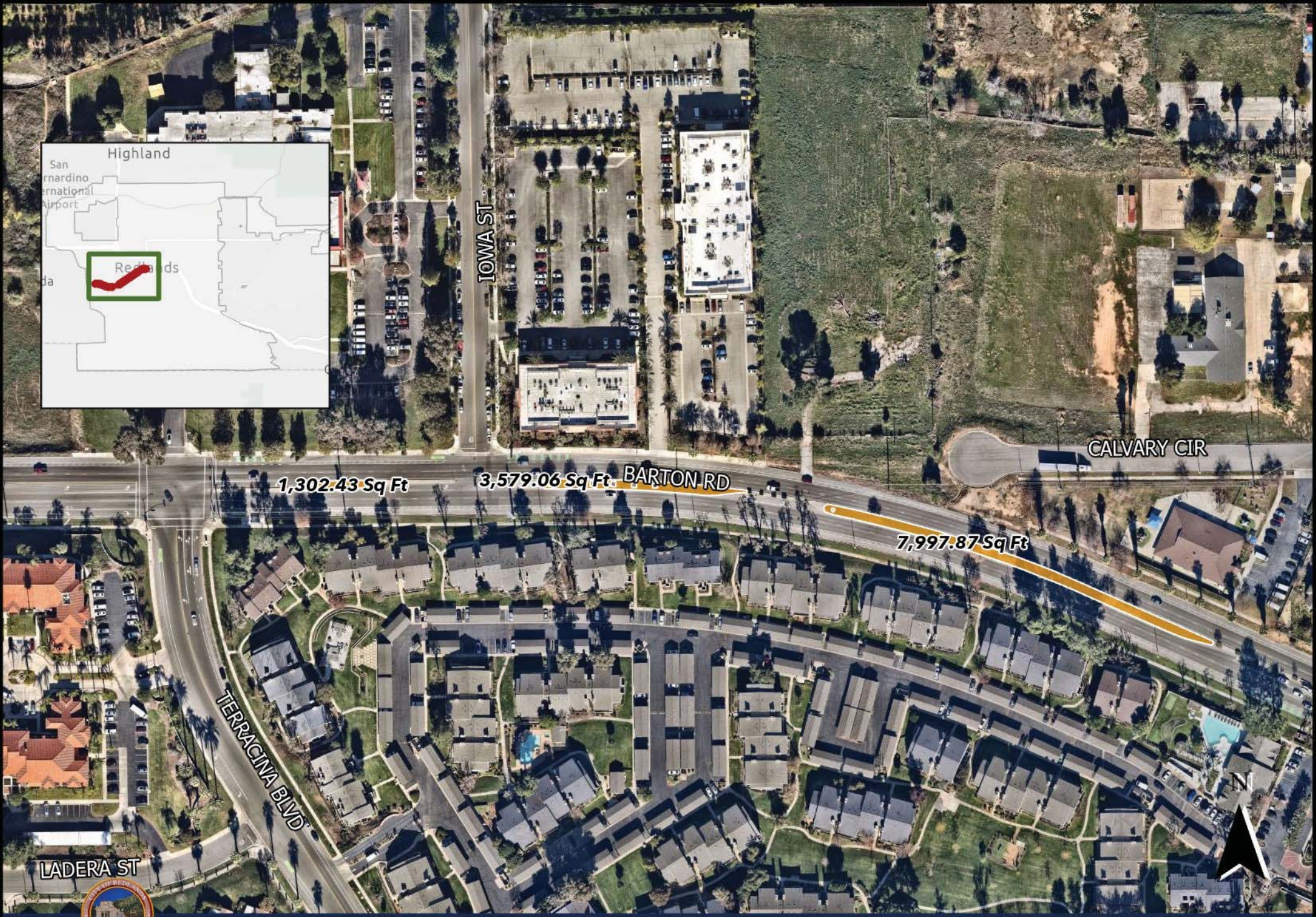
0 40 80 160 240 320

US Feet

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024



Brookside Ave - Terracina Blvd (0.30 Acres)

Between Alabama St and Terracina Blvd

Total Area: 12,879.36 Sq Ft

0 60 120 240 360 480

US Feet

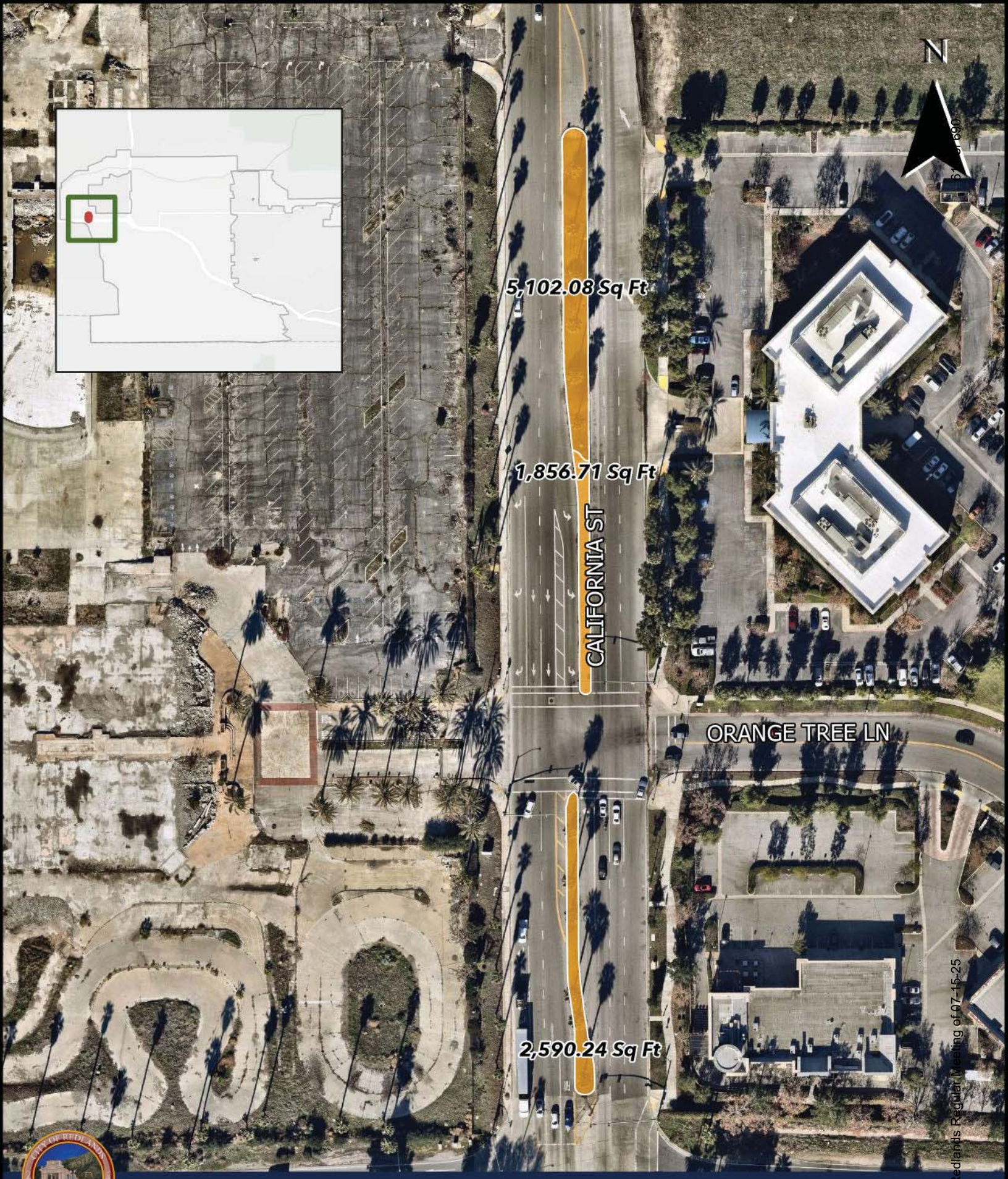
Legend

Landscape Maintenance

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024



California St. Medians (0.22 Acres)

0 25 50 100 150 200 US Feet

Legend

Landscape Maintenance

Between I-10 and Lugonia Avenue

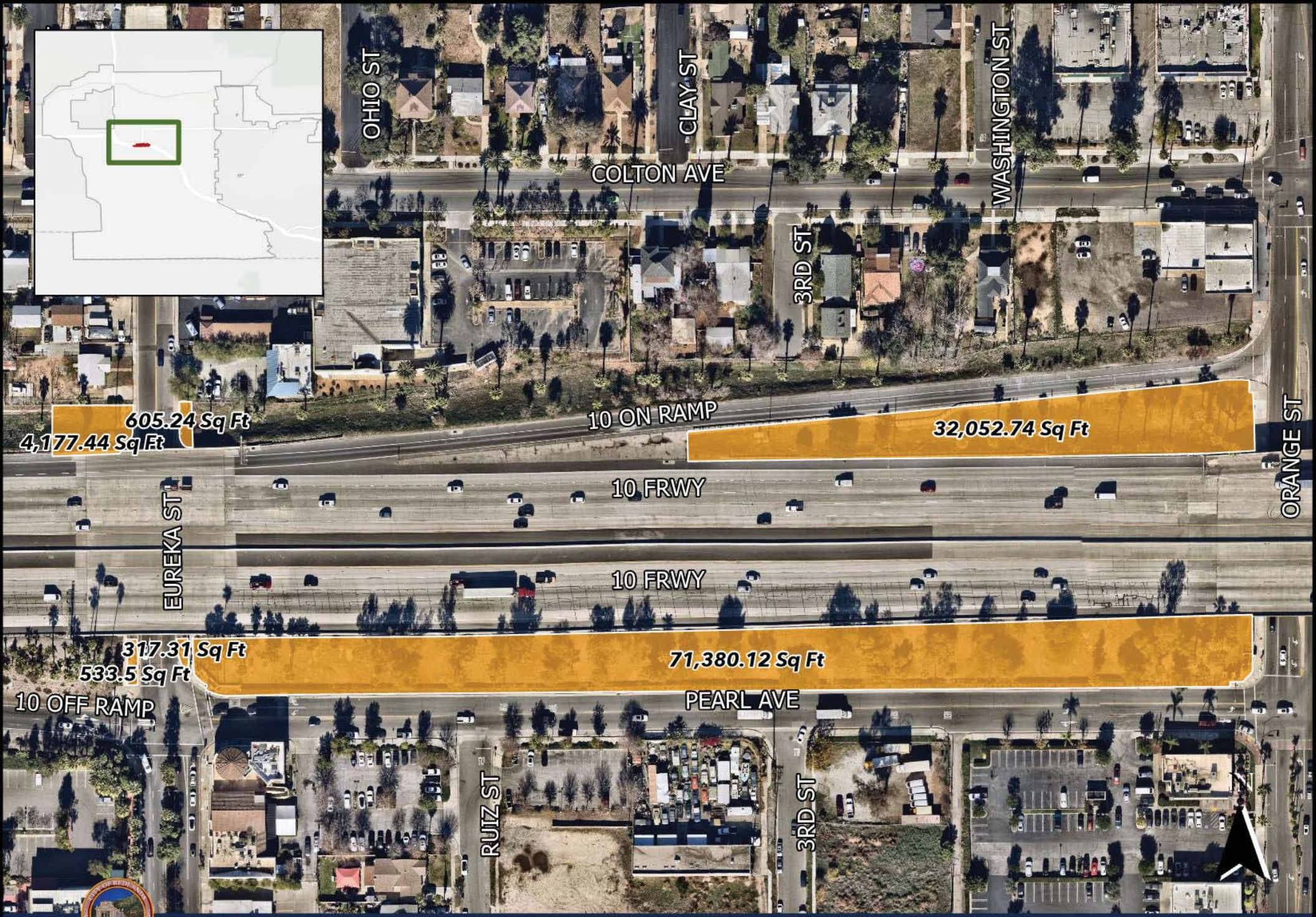
Total Area: 9,549.02 Sq Ft

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024

Redlands Regular Meeting of 07-15-25



Eureka St - Orange St (2.50 Acres)

I-10 Off Ramp / On-Ramp

Total Area: 108,461.11 Sq Ft

Legend

Landscape Maintenance

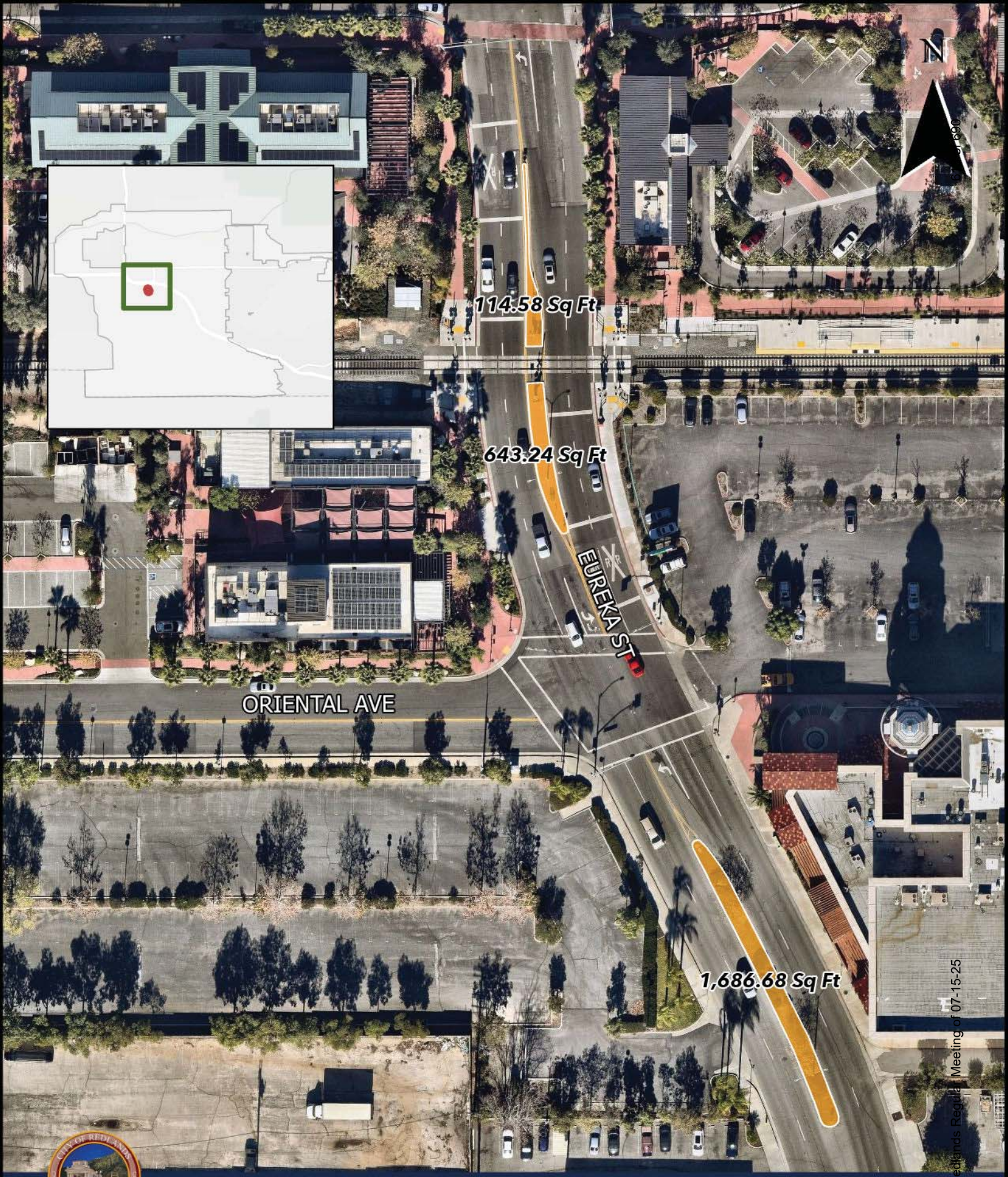
0 45 90 180 270 360

US Feet

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024



Eureka St Median (0.06 Acres)

0 15 30 60 90 120 US Feet

Legend

Landscape Maintenance

Between W Stuart Ave and Redlands Blvd

Total Area: 2,444.51 Sq Ft

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024

Redlands Regular Meeting of 07-15-25



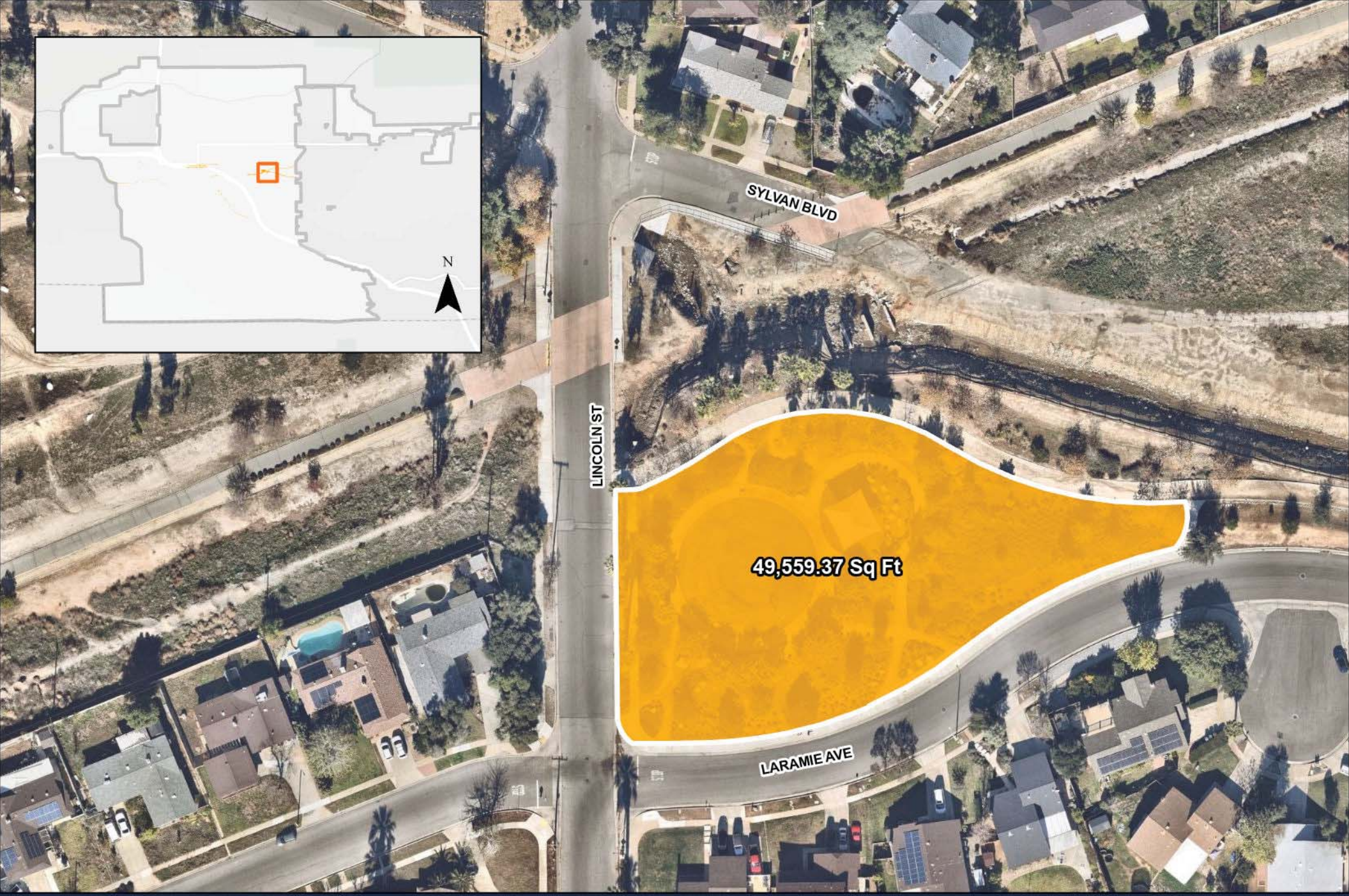
West Israel Beal Park (3.59 acres)

255 Riverview Dr

Mow Area

0 100 200 Feet

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Laramie Park (1.14 acres)

Lincoln St & Laramie Ave

Landscape Maintenance

0 125 250 Feet

City of Redlands
Facilities & Community Services - Parks
***Author:** Redlands GIS*



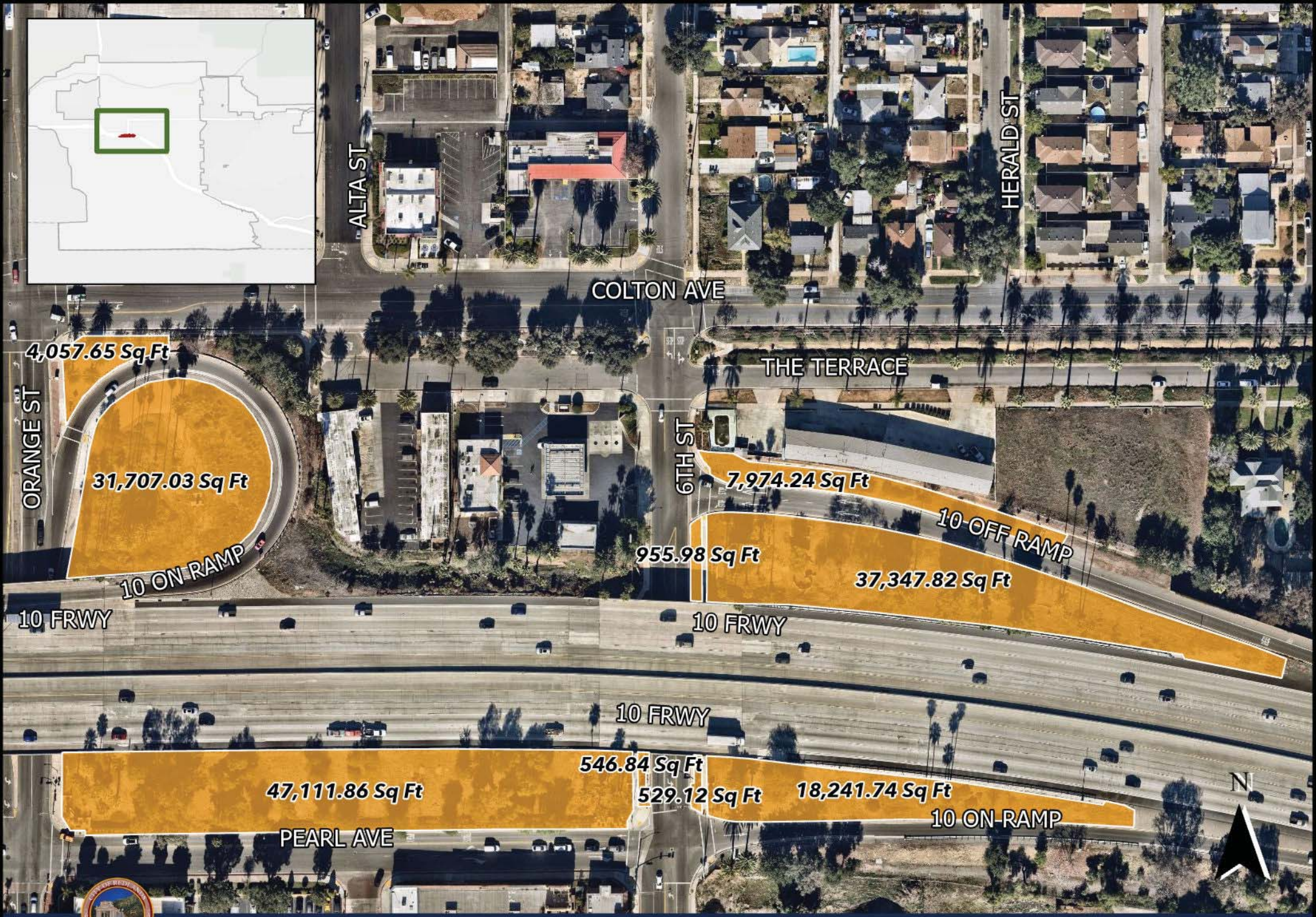
Lincoln Park (3.74 acres)

Sylvan Blvd & Lincoln St

Landscape Maintenance

0 0.05 0.1 Miles

City of Redlands
Facilities & Community Services - Parks
***Author:** Redlands GIS*



Orange St - 6th St (3.41 Acres)

I-10 Off Ramp / On-Ramp

Total Area: 148,472.28 Sq Ft

Legend

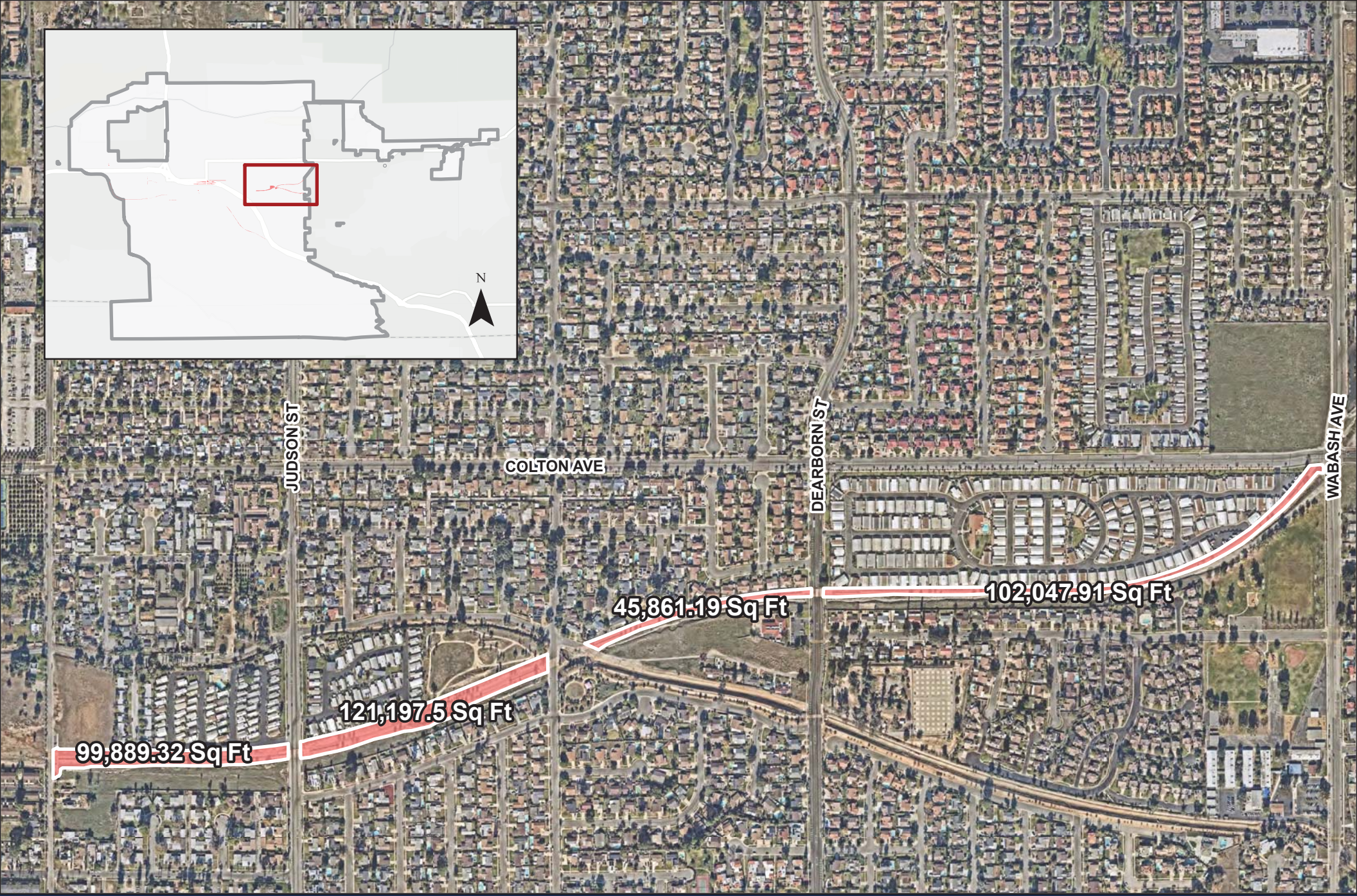
Landscape Maintenance

0 45 90 180 270 360 US Feet

City of Redlands

Facilities & Community Services - Parks

Author: Redlands GIS Date: February 2024



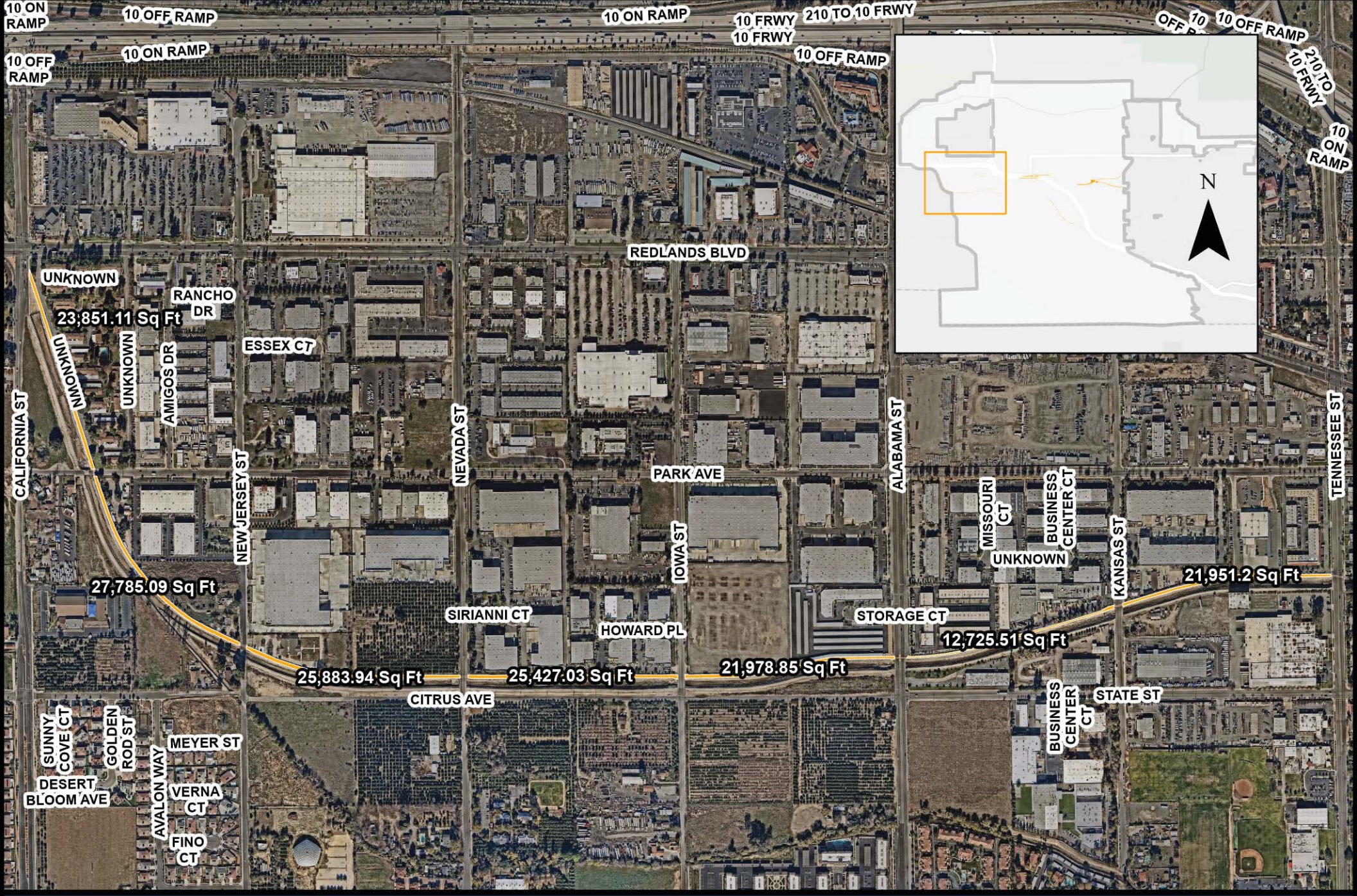
Orange Blossom Trail East (8.47 acres)

Orange Blossom Trail

Gopher Abatement

0 0.1 0.2 Miles

City of Redlands
Facilities & Community Services - Parks
***Author:** Redlands GIS*



Orange Blossom Trail West (3.66 Acres)

Redlands Blvd. to Tennessee Street

Landscaping Area

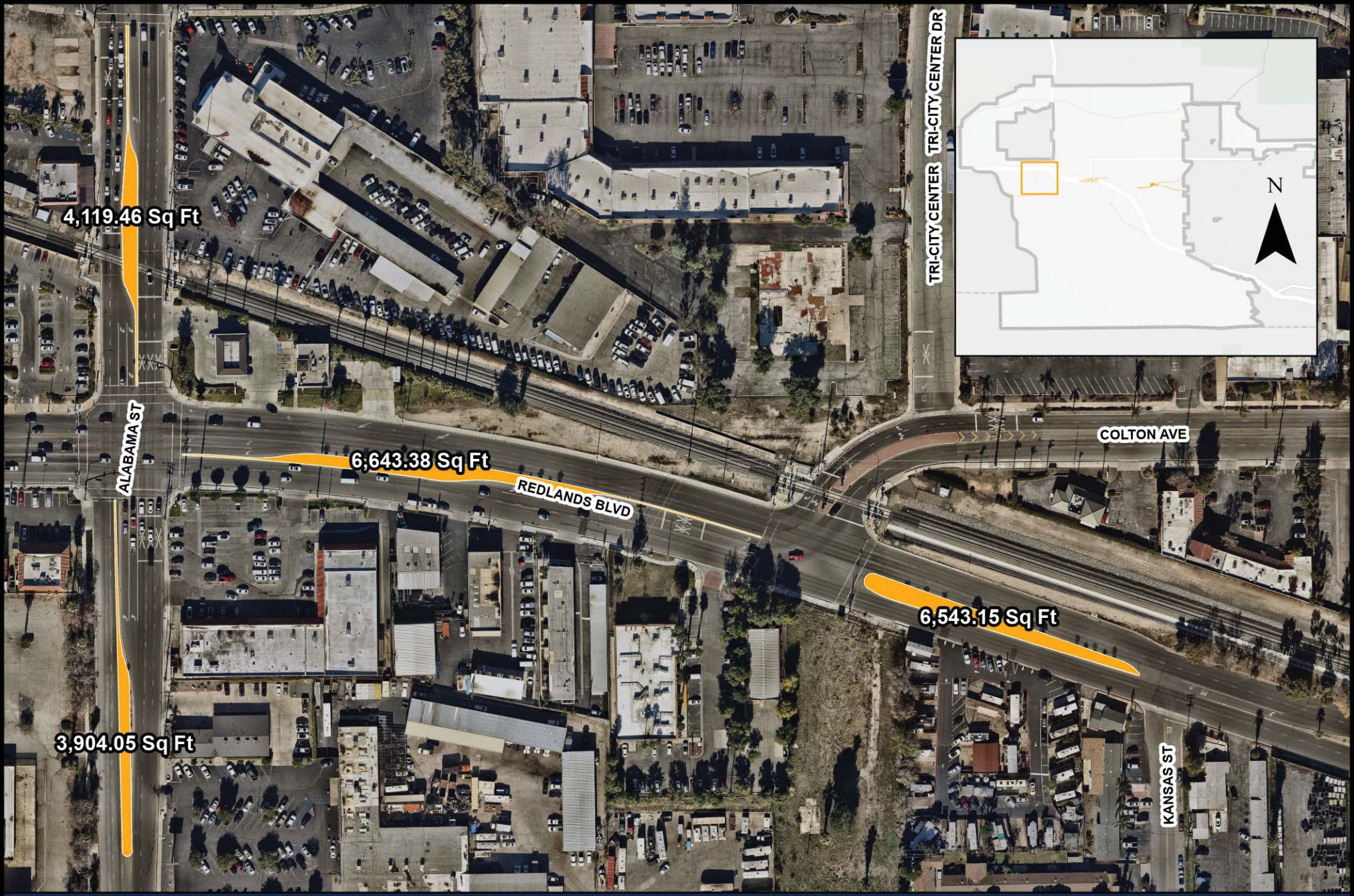
0 0.13 0.25

Miles

City of Redlands

Facilities & Community Services - Parks

Author: *Redlands GIS*



Redlands Blvd/Alabama Street (0.49 Acres)

Intersection to Kansas St.

Landscape Maintenance

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Redlands Blvd (3.23 Acres)

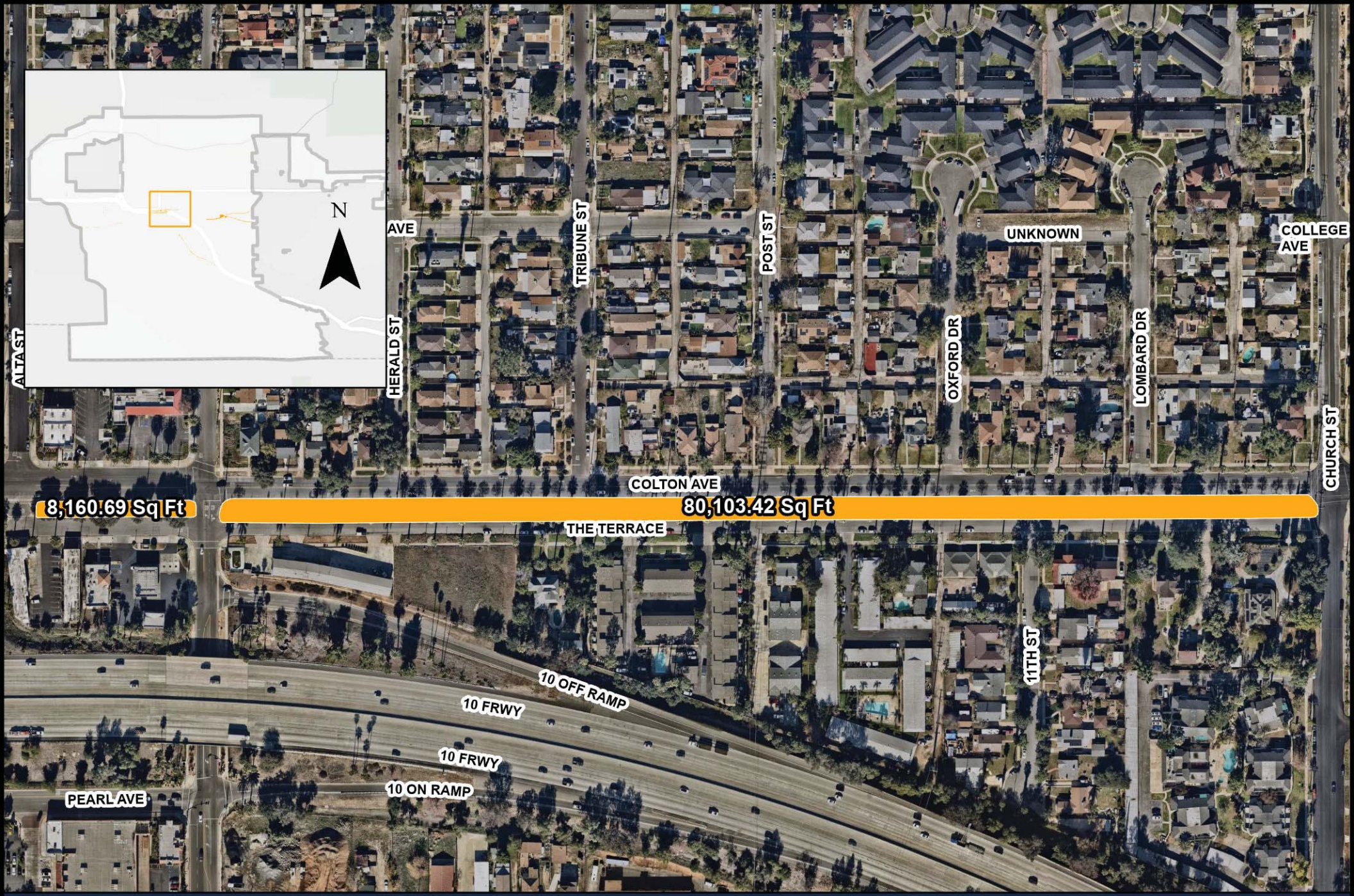
Fern Street to Ford Street

Landscape Maintenance

0 0.13 0.25

Miles

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



The Terrace (2.03 Acres)

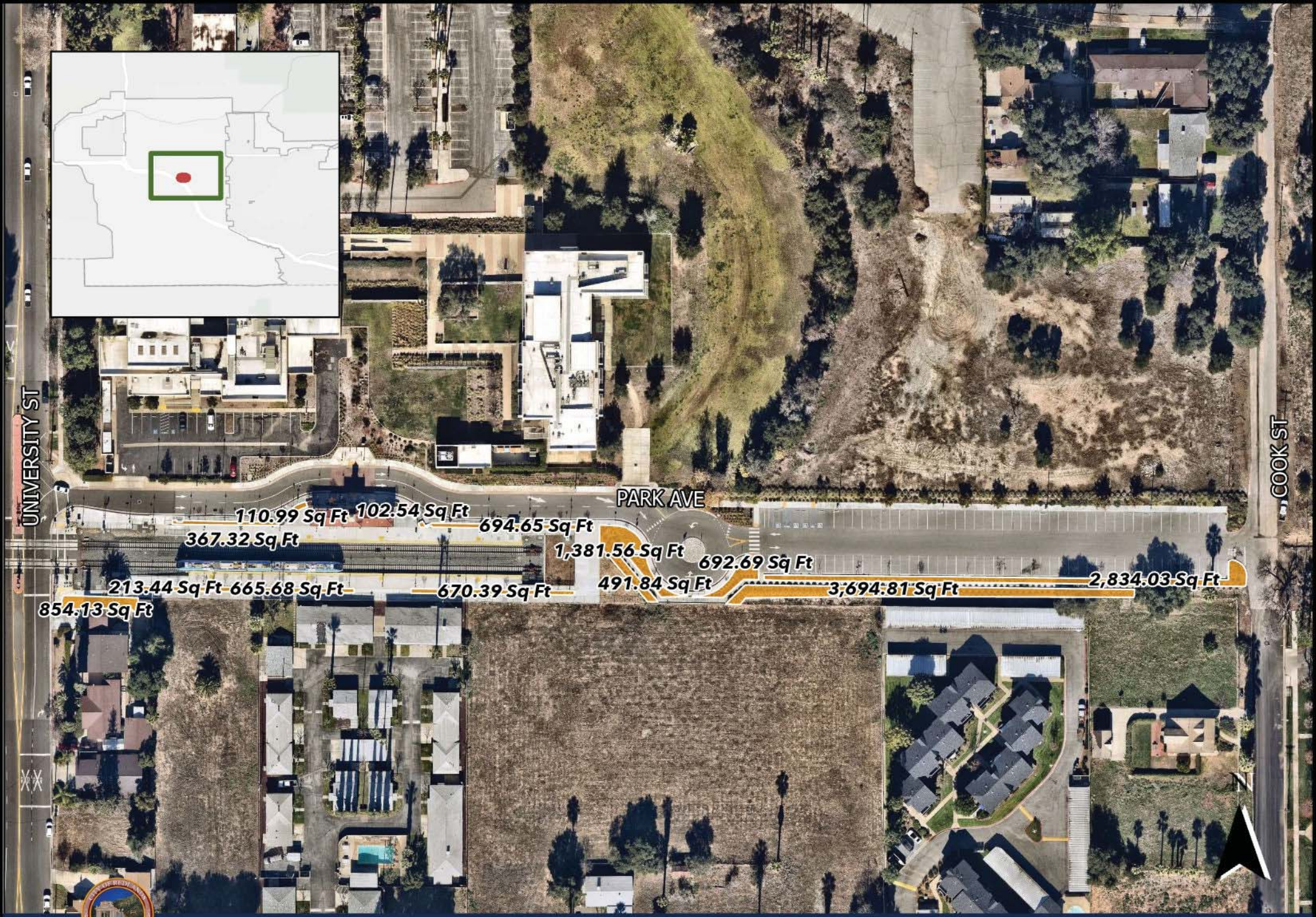
E. Colton Ave- From Alta Street to Church Street

Landscape Maintenance

0 250 500

Feet

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



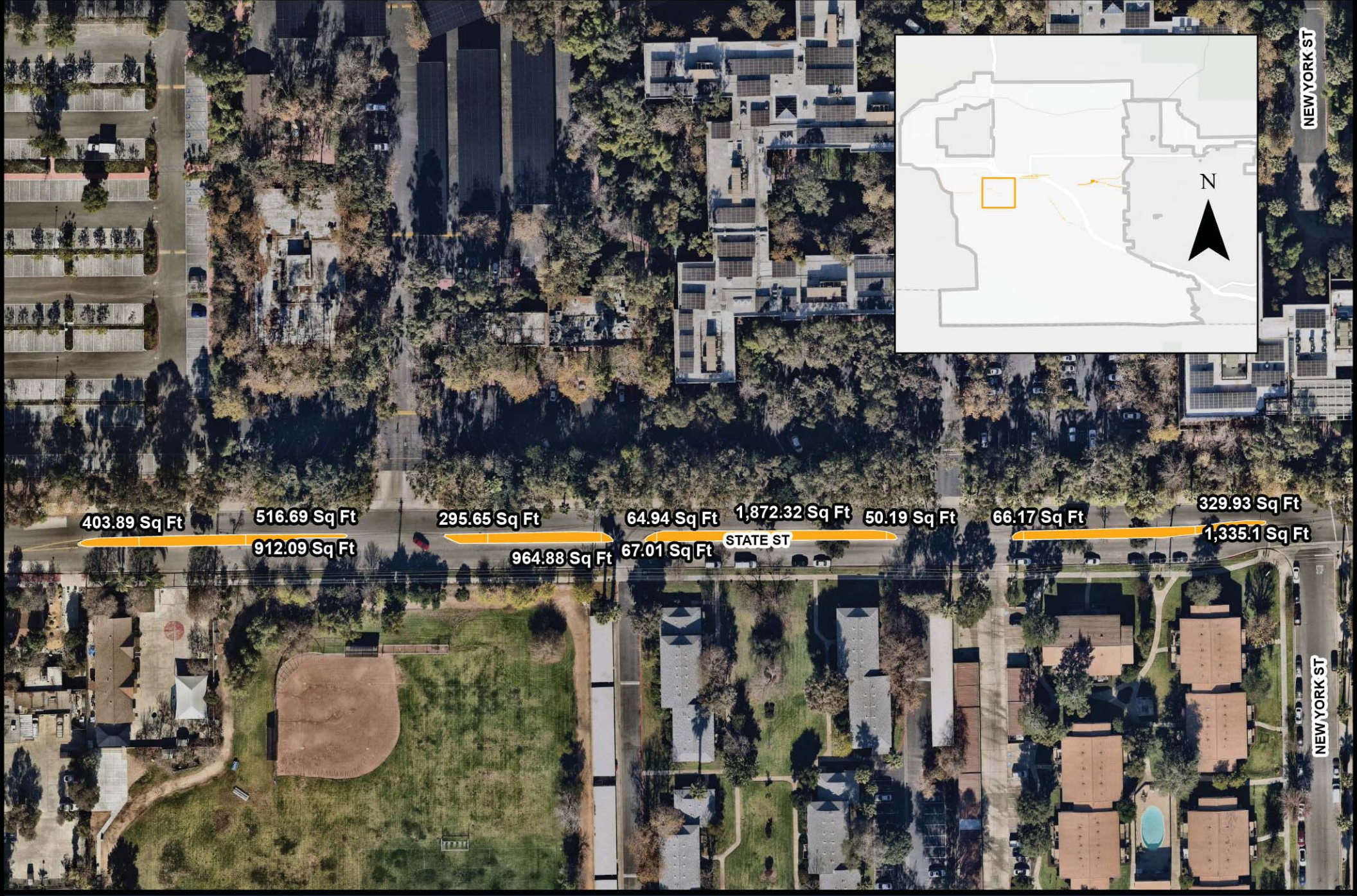
University St - Cook St (0.293 Acres)

University Street Rail Station
Total Area: 12,774.05 Sq Ft

Legend

Landscape Maintenance

City of Redlands
Facilities & Community Services - Parks
Author: Redlands GIS Date: February 2024



West State Street Medians (0.16 Acres)

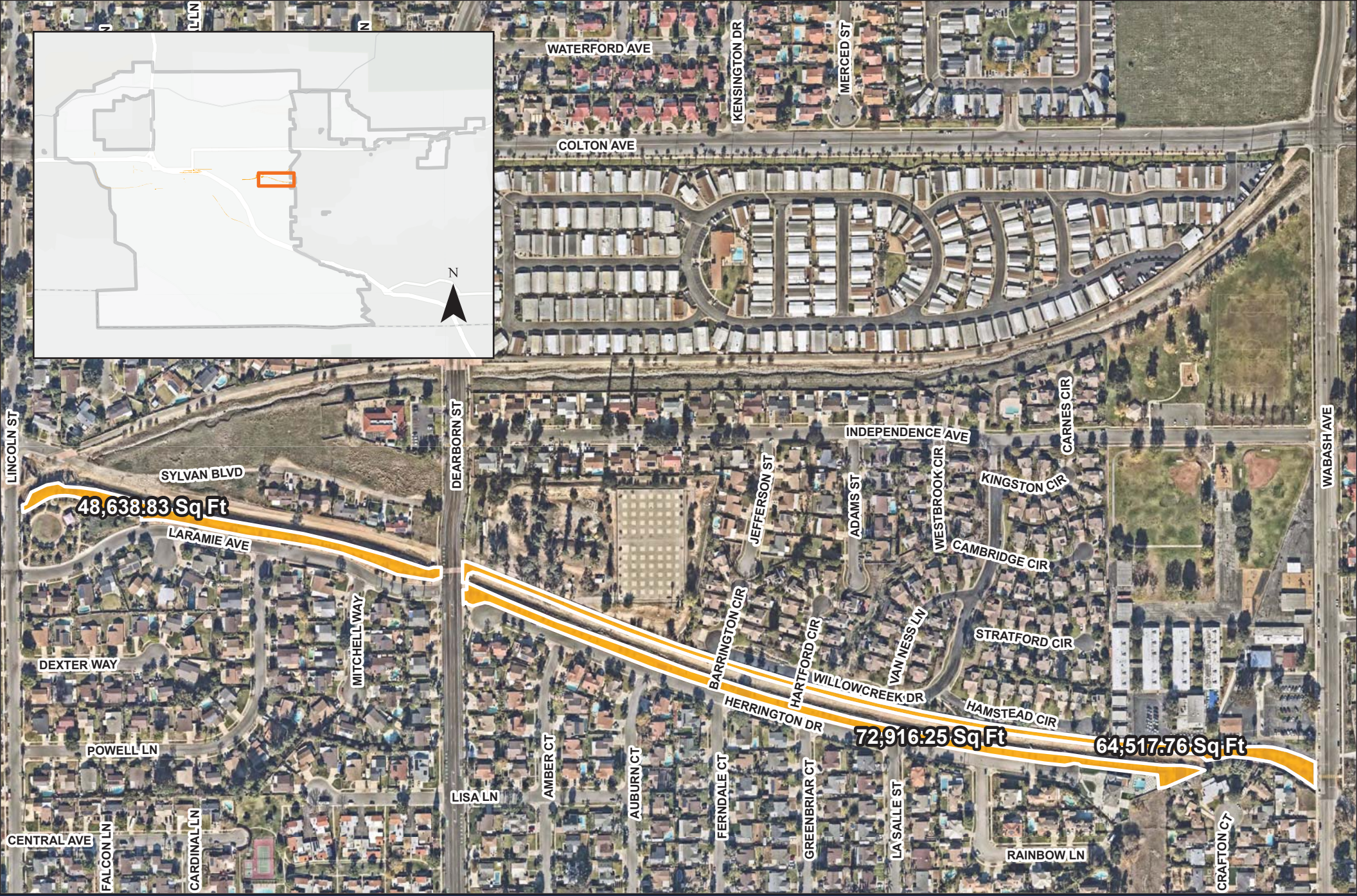
Tennessee Street to New York Street

0 150 300

Feet

Landscaping Area

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Zanja Trail (4.27 acres)

Lincoln to Wabash

Landscape Maintenance

0 0.1 0.2 Miles

City of Redlands
Facilities & Community Services - Parks
***Author:** Redlands GIS*



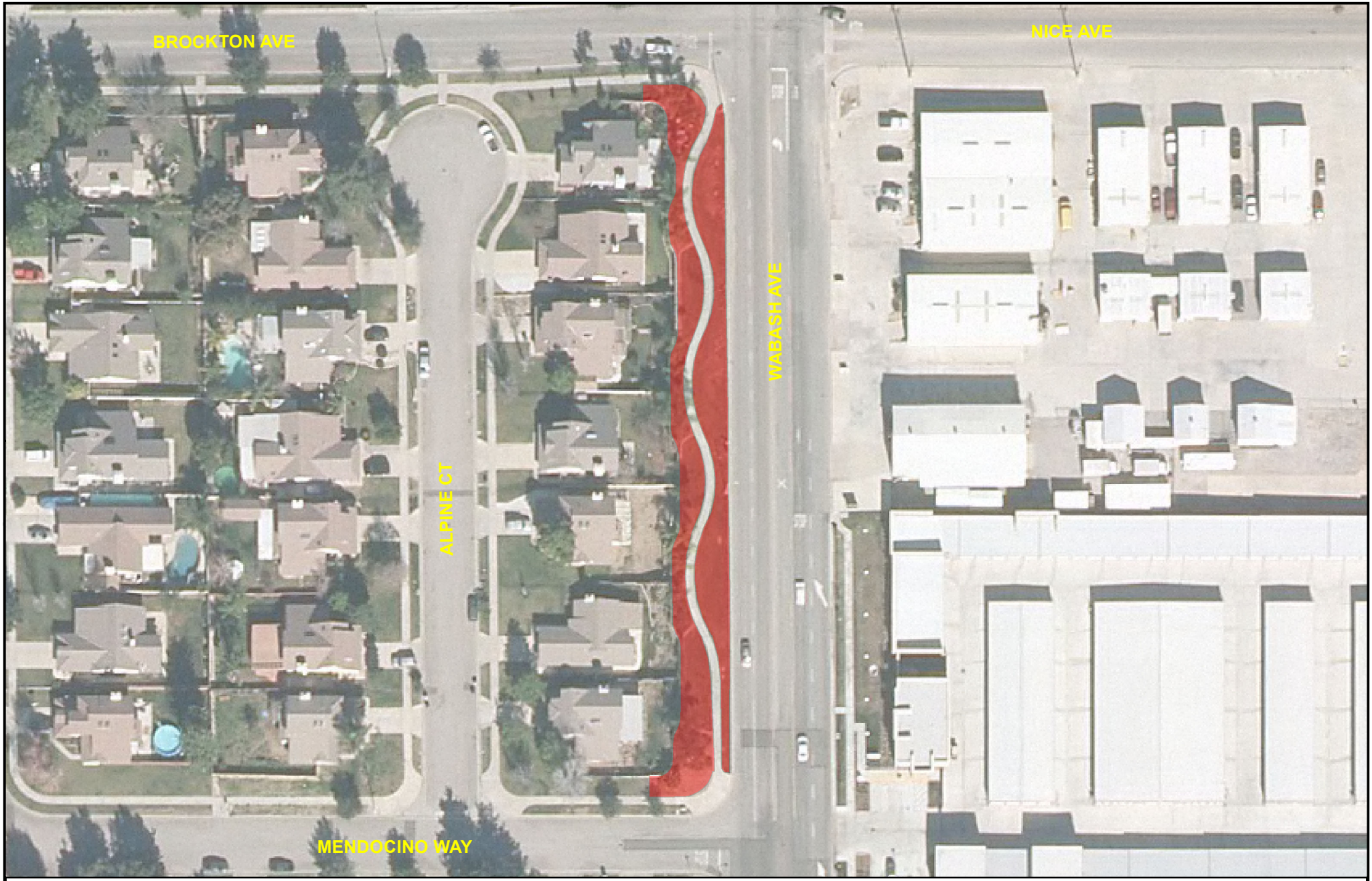
Zanja Trail (0.97 acres)

9th St to Church St

Landscape Maintenance

0 0.03 0.05 Miles

City of Redlands
Facilities & Community Services - Parks
Author: *Redlands GIS*



Wabash Ave Between Brockton Ave & Mendocino Way

Areas To Be Maintained

0.28 Acres

August 02, 2012

Scale

0 30 60 90

Feet

627 of 690

City of REDLANDS "A City That Works"

Redlands Regular Meeting of 07-15-25

wo824LandscapeEasements.mxd



Rebecca Crest at Alessandro Rd

Areas To Be Maintained

1.73 Acres

August 02, 2012

Scale

0 40 80 120

Feet

City of REDLANDS "A City That Works"

Redlands Regular Meeting of 07-15-25

wo824LandscapeEasements.mxd



Reservoir Rd Between Devonshire Dr & Lexington Ln

Areas To Be Maintained

0.5 Acres

August 02, 2012

Scale

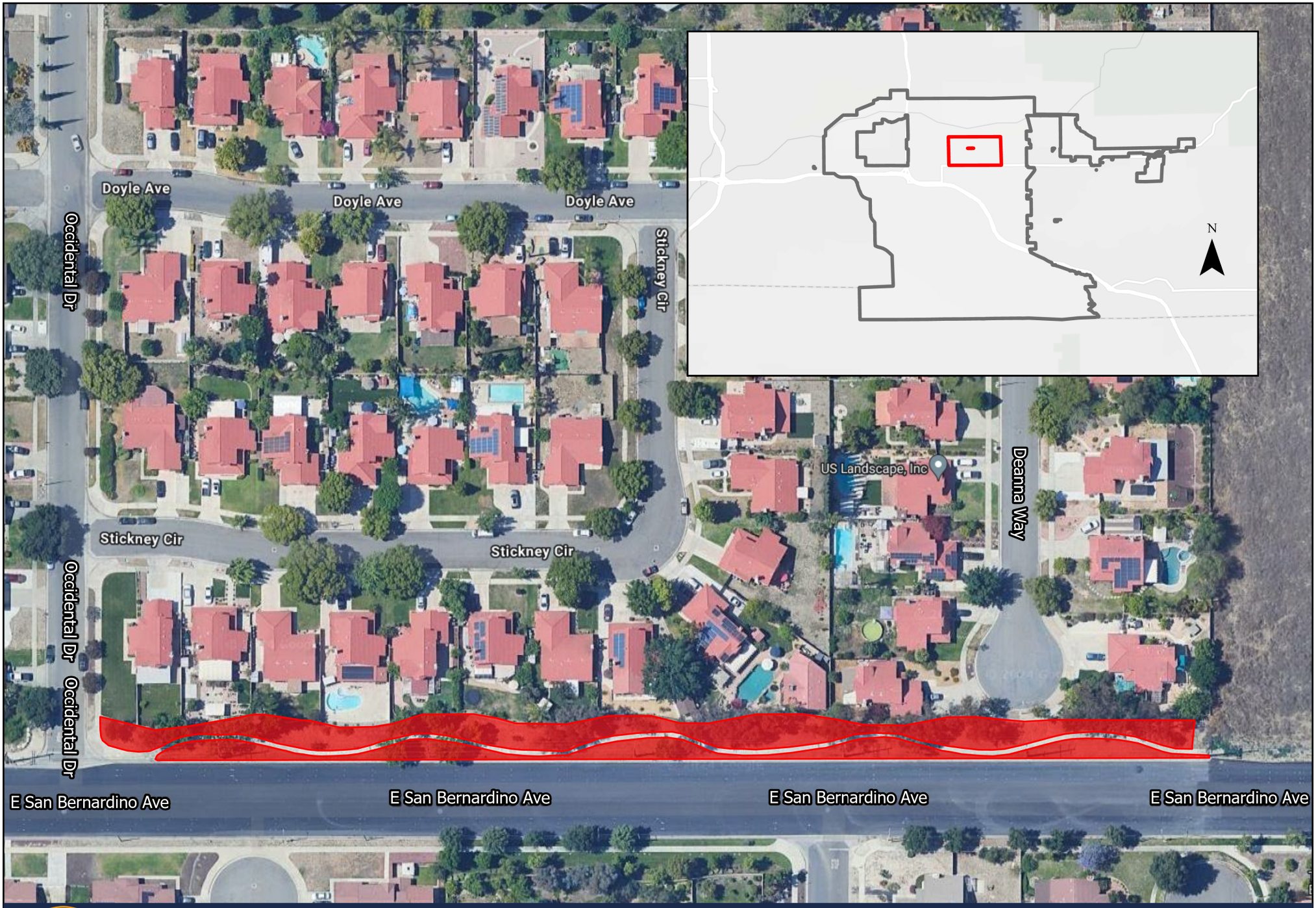
0 30 60 90

Feet

City of REDLANDS "A City That Works"

Redlands Regular Meeting of 07-15-25

wo824LandscapeEasements.mxd



San Bernardino Ave Occidental Dr to Deanna Way

0 500 1,000 Feet

Areas To Be Maintained
0.57 Acres

Redlands Regular Meeting of 07-15-25

City of Redlands
Author: Redlands GIS , May 2024



San Bernardino Ave Vermont St to Columbia St

Areas To Be Maintained

0.28 Acres

August 02, 2012

Scale

0 25 50 75

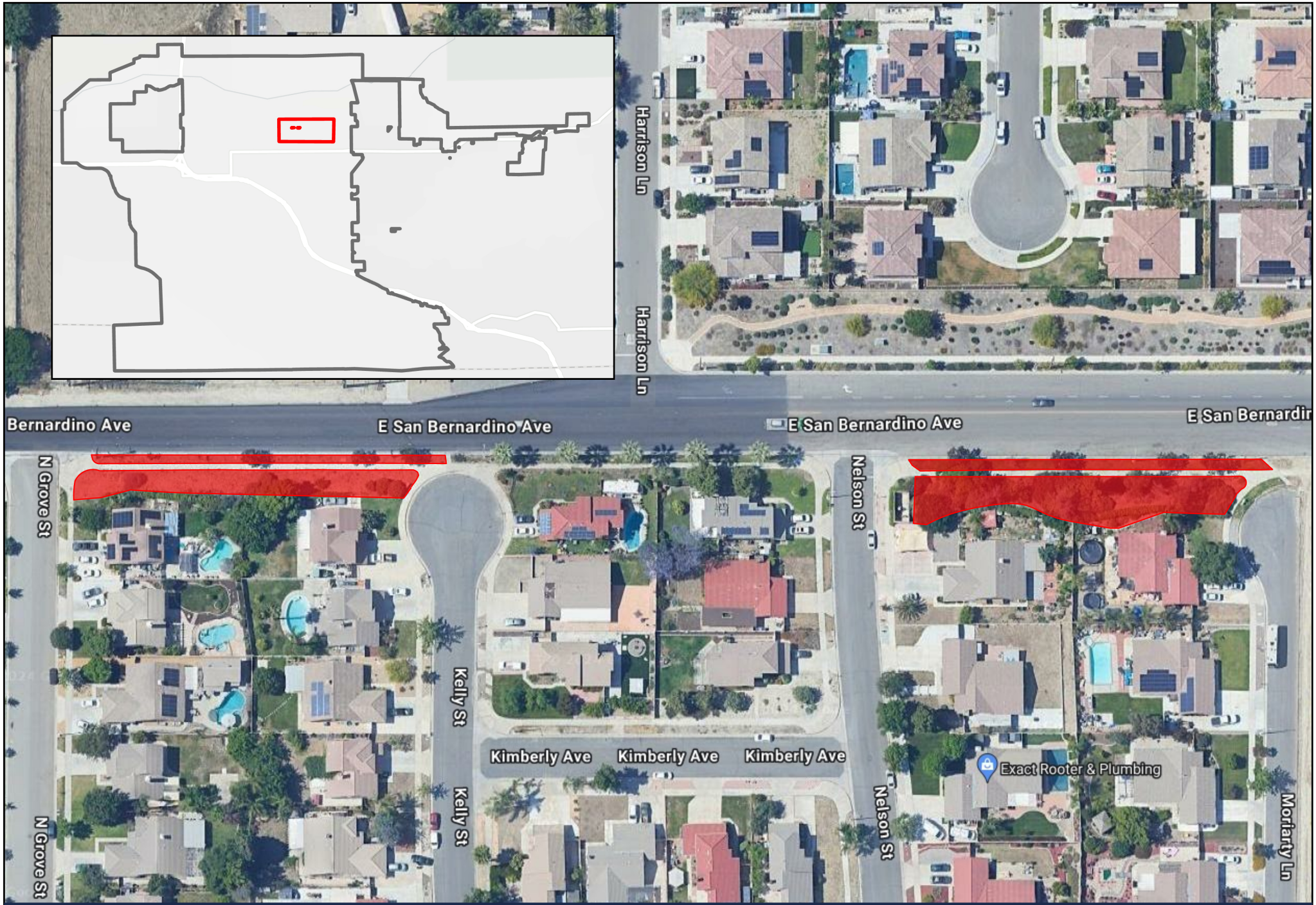
Feet

63 of 690

City of REDLANDS "A City That Works"

Redlands Regular Meeting of 07-15-25

wo824LandscapeEasements.mxd



San Bernardino Ave Between Grove St & Moriarty St

0 100 200 Feet

Areas To Be Maintained (0.41 Acres)

City of Redlands
Author: Redlands GIS , May 2024



Hillside Memorial Park (29.76 Acres)

1540 Alessandro Road

0 125 250 Feet

Mow Area

City Council Meeting **K. 3.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an Agreement with Meritage Homes of California, Inc. for the Crow's Nest Building at Coyazo Park in an amount not to exceed $800,000, and determine 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 (Facilities and Community Services Department 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 find that the Agreement between the City of Redlands and Meritage Homes of California, Inc. for the Crow's Nest Building at Coyazo Park is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines, and;
2. I move that the City Council approve the Agreement between the City of Redlands and Meritage Homes of California, Inc. in an amount not to exceed $800,000.

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement between the City of Redlands and Meritage Homes of California, Inc. for the Crow's Nest Building at Coyazo Park. Staff also recommends that the City Council determine the approval of an Agreement between the City of Redlands and the project applicant is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA).

DISCUSSION:

Meritage Homes of California, Inc. is currently developing Coyazo Park as a public amenity within the Bergamot Specific Plan area. In accordance with the development conditions, the completed park will be dedicated to the City, enhancing recreational infrastructure and increasing parkland inventory for the community.

To address longstanding scheduling conflicts and maximize youth sports programming opportunities, the City has requested the inclusion of a “Crow’s Nest” building within the park design. This facility is intended to support the operations of the Junior All-American Football (JAAF) league, which currently shares limited field space at Martinez Park with youth baseball programs. The shared use of Martinez Park has resulted in scheduling constraints, particularly due to year-round baseball activities. The addition of a dedicated facility at Coyazo Park will allow for improved field allocation, reduce inter-league conflicts, and increase the operational needs of the JAAF program. It also reflects the City's ongoing commitment to equitable access to recreational resources for all youth sports participants.

Under the proposed Agreement, the City will provide Meritage Homes with a reimbursement of $800,000 for the construction of the crow’s nest building and related site improvements. These improvements may include, but are not limited to, utilities, grading, accessibility features, and spectator accommodations. The funding has already been allocated in the City’s Capital Improvement Program (CIP) and the Parks Development Impact Fee (DIF) accounts for Fiscal Years 2024–2026. Disbursement of funds will occur upon full completion of the constructed building.

Approval of this Agreement qualifies for an exemption from environmental review under the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the State CEQA Guidelines. This exemption, commonly referred to as the "common sense" exemption, applies when it can be clearly demonstrated that a project has no potential to cause a significant impact on the environment. Since the Agreement strictly pertains to the provision of funding and does not, in itself, authorize any physical development or land disturbance, it does not trigger environmental review requirements.

ALTERNATIVES:

The City Council may not approve the Agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Priority A: Quality of Life, Objective 4 – Parks, Recreation and Open Space

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
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	No
Appropriation Required Y/N:	Y
Amount:	$800,000
Budgeted Y/N:	Y
Account No.:	101303 and 250400

Discussion:

The total project cost is $800,000, and is included in the FY 24/26 budget as follows; $400,000 from Parks Division Capital Improvements and $400,000 from Parks DIF.

Attachments

Agreement
Exhibit A to Agreement

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND MERITAGE HOMES OF CALIFORNIA INC. FOR THE REIMBURSEMENT OF FUNDS FOR IMPROVEMENTS TO THE PROPOSED "COYAZO PARK" WITHIN THE BERGAMOT SPECIFIC PLAN AND TENTATIVE TRACT MAP NO. 20336

This agreement ("Agreement") for the reimbursement of funds for improvements to the proposed "Coyazo Park" is made and entered into this 15th day of July 2025 ("Effective Date"), by and between the City of Redlands, a California municipal corporation and general law city ("City"), and Meritage Homes of California, Inc., a California corporation ("Meritage"). City and Meritage are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Resolution No. 8254 of the City Council of the City of Redlands ("City Council") approved the Bergamot Specific Plan, which includes an 11.84 public sports park that will be dedicated to the City upon completion (the "Sports Park"); and

WHEREAS, the City has requested that Meritage build and incorporate a Crow's Nest Building shown on the plans and specifications attached as Exhibit "A" and incorporated herein by this reference (the "Crow's Nest") within the Sports Park to support youth recreational football league operations that have historically shared space with baseball programs at a site designed for baseball; and

WHEREAS, the Crow's Nest was not contemplated by the approved Bergamot Specific Plan; and

WHEREAS, City has found and determined that the provision of reimbursement funds to Meritage for the improvements to "Coyazo Park" serves a public purpose for the reason that the funds will facilitate the operations of youth football and provide better distribution of field resources to local youth sports organizations, enhancing the quality of life of local youth; and

WHEREAS, Meritage is willing to incorporate the Crow's Nest within the Sports Park as requested by the City upon and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Reimbursement. City hereby reimburses to Meritage the sum of Eight Hundred Thousand Dollars ($800,000) (the "Reimbursement Funds") for the construction of the Crow's Nest and any supplemental improvements associated with its construction. These supplemental improvements include but are not limited to the following: remedial grading, staking & surveying, utility stubs, bid administration, and other improvement required in the construction

of the Crow's Nest. City shall disburse Reimbursement Funds to Meritage upon the completion of the Crow's Nest building. Meritage shall have obligation to complete the Crow's Nest building prior to the actual receipt of the Reimbursement Funds from the City.

Section 2. Conditions to Disbursement. Payments under this Agreement shall be disbursed subject to the following conditions and procedures. The City shall make a one-time reimbursement payment to Developer in the amount of Eight Hundred Thousand Dollars ($800,000) upon the satisfaction of all of the following conditions:

1. Completion of Improvements: Developer shall complete construction of the Crow's Nest in accordance with the plans and specifications approved by the City and attached as Exhibit 'A', and in compliance with all applicable laws, codes, and City standards.
2. City Inspection and Acceptance: Developer shall notify the City in writing upon substantial completion of the Improvements. The City shall, within ten (10) business days of such notice, conduct a final inspection. Reimbursement shall not be issued unless and until the City has provided written confirmation of its acceptance of the Improvements as complete and satisfactory.
3. Submittal of Documentation: Developer shall submit the following to the City prior to disbursement:
    - A final cost summary of the Improvements
    - Copies of all relevant invoices and proof of payment
    - Lien releases from all contractors, subcontractors, and material suppliers
    - Any required as-built plans
4. No Outstanding Defaults: Developer shall not be in default under any agreement with the City related to the development project at the time of reimbursement.

City acknowledges and agrees that if Meritage determines that the Funds are insufficient to cover 100% of the cost of the Improvement Work, including without limitation, as a result of any changes to the plans and specifications set forth on Exhibit A that are required by the City, then Meritage shall have the right to require that the City, as a condition to any obligation of Meritage to cause any of the Improvement Work to be undertaken, either: (a) make an additional reimbursement of funds to cover any overage subject to the same disbursement terms as above; or (b) agree to such modifications of the plans and specifications as are needed so that the Funds will cover the Improvement Work. If the City does not, for any reason, make either election within a reasonable period of time, then Meritage shall be entitled to, and the City will accept, a return of the Reimbursement Funds as provided above, in which event Meritage shall not be required to undertake any of the Improvement Work.

Section 3. Compliance with California Labor Code. In performing the Improvement Work, Meritage shall comply with all applicable federal, state, and local laws, including, but not limited to, any applicable provisions of the California Labor Code. City makes no representation to Meritage as to whether the Improvement Work constitutes a "Public Work" as that term is defined by California Labor Code section 1720, and Meritage acknowledges and agrees that Meritage shall be solely responsible and liable for the determination of whether such Improvement Work constitutes a "Public Work." Meritage further acknowledges and agrees that City's sole obligation under this Agreement is to provide Meritage with the Reimbursement Funds, and that

City is not an awarding authority for any contract entered into by Meritage for the Improvement Work, nor is City otherwise undertaking any "Public Work" for purposes of California Labor Code section 1781. Meritage shall defend, indemnify, and hold harmless City and its elected and appointed officials, officers, and employees from and against any and all losses, damages, costs, claims, causes of action and liability based upon the assertion that City or Meritage has failed to comply with any applicable provision of the California Labor Code in connection with Meritage's undertaking of the Improvement Work.

Section 4. Reporting and Accounting Requirements.

A. Meritage shall maintain true, proper, and complete books, records and accounts (collectively, "Books and Records") in which shall be entered fully and accurately all transactions taken with respect to the Improvement Work and the expenditure of the Funds. Meritage shall maintain the Books and Records in accordance with Generally Accepted Accounting Principles.

B. City reserves the right to designate its employee representatives, or its contracted representatives, with a Certified Public Accounting firm, who shall have the right to audit Meritage's Books and Records as they relate to the Reimbursement Funds, and to examine any cost, payment, claim or other records or supporting documentation relating to Meritage's use and expenditure of the Funds. Any such audit shall be undertaken by City or its representatives at the City's sole cost and expense, at mutually agreed upon reasonable times, and in conformance with generally accepted auditing standards. Meritage agrees to fully cooperate with any such audit.

C. City's right to audit shall extend for a period of five (5) years following the date of City's provision of the Reimbursement Funds to Meritage. Meritage agrees to retain all records and documentation relating to the Reimbursement Funds and Meritage's expenditure of the Reimbursement Funds for such period.

Section 5. Meritage Independence. In the performance of this Agreement, Meritage, and the employees and agents of Meritage, shall act in an independent capacity and are not officers, employees, or agents of City. The manner and means of performing the Improvement Work are under the control of Meritage, except to the extent they are limited by statute, rule, or regulation and the express terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Meritage, or any of Meritage's employees or agents, to be the employees or agents of City. Meritage shall have the responsibility for, and control over, the means of performing the Improvement Work. Similarly, no agency, partnership, joint venture or other relationship is intended hereby, and neither Party shall be deemed the agent, servant, employee, partner, or joint venturer of the other Party. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger or any joint enterprises between City and Meritage.

Section 6. Prohibition against Transfers. Meritage shall not assign or transfer this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of City. Any attempt to do so without such written consent of City shall be null and void.

Section 7. Notices. 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) on the date of delivery after deposit in first class certified mail, with return receipt requested; or (iii) on the date of delivery if deposited with an overnight courier; 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 OF REDLANDS

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org

MERITAGE HOMES OF CALIFORNIA, INC.

5 Peters Canyon Road, Suite 310
Irvine, California 92606
Attention: Division President
with a copy to:
Meritage Homes of California, Inc.
18655 North Claret Drive, Suite 400
(909) 798-7531
Scottsdale, AZ 85255
Attention: CA Regional Counsel

Section 8. General Considerations.

A. Waiver. A waiver by either Party of any breach, or of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

B. Entire Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties with respect to its subject matter, and all preliminary negotiations and agreements of whatsoever kind or nature relating to the same are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

C. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of improvements which might otherwise apply. The Section and subsection headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

D. Amendment. This Agreement may be modified or amended only by a written document executed by both Meritage and City.

E. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

F. Controlling Law and Venue. The 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.

G. Equal Opportunity Employment. Meritage represents that it is an equal opportunity employer, and it shall not discriminate against any contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

H. Attorney's Fees. In the event any action is commenced to enforce or interpret any term or provision of this Agreement, the prevailing Party in such action, in addition to costs and any other relief, shall be entitled to the recovery of its reasonable attorneys' fees, including fees for a Party's use of in-house counsel.

I. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of its Effective Date.

CITY OF REDLANDS	MERITAGE HOMES OF CALIFORNIA, INC., a California corporation
_____	_____
Mario Saucedo, Mayor	Nicholas Emsiek, Division President

ATTEST

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

Plans and Specifications

[Attached]

DRAWING NAME: Z:\PROJECTS\2022 PROJECTS\REDLANDS CANYON PARK FOOTBALL FIELD IMPROVEMENTS\ 2200069B\DRAWINGS\CONSTRUCTION DOCUMENTS\CURRENT_BERGAMONT_LIVEOAKPARK\G-001.DWG | PLOT DATE: 2/11/2025 2:03 PM | PLOTTED BY: RALPH DELGADO | COPYRIGHT 2016 MILLER ARCHITECTURAL CORPORATION ALL RIGHTS RESERVED

CROW'S NEST
ONE-STORY MASONRY BUILDING
1182 DOMESTIC AVENUE
CITY OF REDLANDS, CA 92374
TRACT No. 20336

TITLE / OWNER

BUILDING DATA:

BUILDING AREA:	1,553 SF
FIRST LEVEL (STOR. AREA):	1,010 SF
OBSERVATION LEVEL:	344 SF
TYPE OF BUILDING CONSTRUCTION:	V-B
BUILDING OCCUPANCY GROUP:	B/S-1 (1-HOUR SEPARATION PER CBC TABLE 508.4)
AUTOMATIC FIRE SPRINKLERS:	FULLY SPRINKLERED
LAND USE DISTRICT:	SAN BERNARDINO
NATURE OF BUSINESS:	PUBLIC PARK (COACH'S VIEWING AREA ON CROW'S NEST LEVEL) STORAGE SPACE ON FIRST FLOOR
B OCCUPANT LOAD:	344 S.F./150 = 3 (COACH'S VIEWING AREA)
S-1 OCCUPANT LOAD:	1,010 S.F./300 = 4 (STORAGE OF MATERIALS)
TOTAL OCCUPANT LOAD:	7

SITE DATA:

PROPOSED BERGAMOT DEVELOPMENT TENTATIVE TRACT MAP NO. 20336, LOT A, NORTWEST OF DOMESTIC AVENUE AND BERGAMOT STREET CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA

PARKING DATA:

PARKING SPACES – (DOMESTIC AVENUE ENTRANCE)

69 STANDARD PARKING SPACES
2 ACCESSIBLE PARKING SPACES
1 VAN ACCESSIBLE PARKING SPACE
72 TOTAL PARKING SPACES

CODE DATA:

ALL CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF THE:

- 2022 CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2
- 2022 CALIFORNIA PLUMBING CODE
- 2022 CALIFORNIA MECHANICAL CODE
- 2022 CALIFORNIA ELECTRICAL CODE
- 2022 CALIFORNIA ENERGY CODE
- 2022 CALIFORNIA GREEN BUILDING CODE
- 2022 CALIFORNIA FIRE CODE
- 2022 CALIFORNIA REFERENCED STANDARDS CODE
- 2024 CITY OF REDLANDS, MUNICIPAL CODE

LEGAL DESCRIPTION:

APN: 0167031090000
ZONING CODE: R-4
ZONING DISTRICT: SPECIFIC PLAN NO. 64

PROJECT DESCRIPTION:

CONSTRUCT A NEW SINGLE STORY BUILDING WITH FIRST FLOOR, STORAGE AREAS AND A PARTIAL SECOND FLOOR, COACH'S VIEWING AREA AT THE PROPOSED PARK DEVELOPMENT SITE. ALSO, INCLUDED AN ACCESSIBLE CONCRETE WALKWAY AT THE PERIMETER OF BUILDING. ALL PARKING AND INCLUDING ACCESSIBLE PATH OF TRAVEL FROM THE PARKING LOT AND RESTROOM BUILDING TO THE NEW CROW'S NEST STRUCTURE UNDER A SEPARATE DEVELOPMENT PERMIT.

GENERAL NOTES:

1. QUANTITIES LISTED IN THESE DOCUMENTS ARE FOR AGENCY APPROVAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES FOR BIDDING PURPOSES.

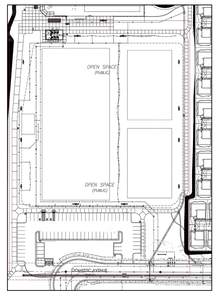
DEFERRED SUBMITTALS:

1. ANY MODIFICATIONS TO FIRE SPRINKLER AND FIRE ALARM SYSTEM WE BE SEPARATE PERMIT APPLICATIONS TO REDLANDS, FIRE DEPARTMENT. (2022 CA FIRE CODE SECTION 106.2.1)
2. EXTERIOR BUILDING SIGNAGE.

PROJECT INFORMATION



VICINITY MAP

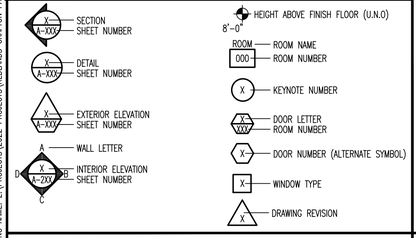


LOCATION MAP

SHEET INDEX

SHEET NUMBER	SHEET NAME
G-001	TITLE SHEET
G-002	ACCESSIBILITY DETAILS
AS-101	PARTIAL SITE PLAN
AS-102	ENLARGED SITE PLANS
AS-501	SITE DETAILS
A-101	FLOOR PLANS, BUILDING SECTION & MICS
A-103	REFLECTED CEILING PLANS
A-105	ROOF PLAN
A-201	EXTERIOR BUILDING ELEVATIONS
A-401	INTERIOR ELEVATIONS
A-501	DETAILS
A-502	DETAILS
E-001	ELECTRICAL SYMBOLS AND LEGENDS
E-002	SINGLE LINE DIAGRAM
E-003	TITLE 24 COMPLIANCE FORMS
E-100	ELECTRICAL SITE PLAN
E-101	POWER & SIGNAL FLOOR PLAN
E-102	LIGHTING FLOOR PLAN
E-103	EGRESS PHOTOMETRIC – SECOND FLOOR PLAN
E-201	ELECTRICAL SPECIFICATIONS
M-001	MECHANICAL GENERAL NOTES, LEGEND, DETAILS & SCHEDULES
M-101	MECHANICAL FLOOR PLAN
S-100	STRUCTURAL GENERAL NOTES
S-101	STRUCTURAL GENERAL NOTES
S-201	FOUNDATION PLAN
S-202	SECOND FLOOR FRAMING PLAN
S-203	ROOF FRAMING PLAN
S-301	STRUCTURAL ELEVATIONS
S-401	SECTIONS
S-402	STAIR DETAILS
S-501	TYPICAL FOUNDATION DETAILS
S-502	TYPICAL MASONARY DETAILS
S-801	TYPICAL WOOD DETAILS
S-802	TYPICAL WOOD DETAILS

ABBREVIATIONS



SYMBOLS

--A--		--H--	
AB	anchor bolt	HB	hose bibb
ABV	above	HC	hollow core
AC	asphaltic concrete	HD	heavy duty
A/C	air conditioning	HDR	header
ADD	addendum	HDW	hardware
AGG	aggregate	HGT	height
ALT	alternate	HM	hollow metal
ALUM	aluminum	HOR	horizontal
APROX	approximate	HTG	heating
ARCH	architect(ural)	HVAC	heating / ventilating air conditioning
AUTO	automatic	HWD	hardwood
--B--		--I--	
BD	board	ID	inside diameter
BEL	below	INCL	include(ing)
BET	between	INSUL	insulate(ion)
BIT	bituminous	INT	interior
BLDG	building	INV	invert
BLK	block	JST	joist
BLKG	blocking	JT	joint
BM	bench mark	KIT	kitchen
BOT	bottom	KO	knockout
BRG	bearing	--L--	
BRZ	bronze	LAB	laboratory
BUR	built up roofing	LAM	laminate(d)
BW	both ways	LAV	lavatory
--C--		LBL	label
CAB	cabinet	LH	left hand
CAD	cadmium	LL	live load
CB	catch basin	LT	light
CEM	cement	LTL	lintel
CER	ceramic	LW	lightweight
CFT	cubic foot	--M--	
CI	cast iron	MAS	masonry
CIR	circle	MAX	maximum
CIRC	circumference	MB	machine bolt
CLG	ceiling	MBR	member
CLL	contract limit line	MC	medicine cabinet
CLR	clear(ance)	MECH	mechanic
CLS	closure	MED	medium
CM	centimeter	MET	metal
CMU	concrete masonry unit	MFR	manufacture(er)
COL	column	MH	manhole
COMB	combination	MIN	minimum
COMP	composition	MIR	mirror
CONC	concrete	MISC	miscellaneous
CONT	continuous/ continue	MLD	molding, moulding
CONTR	contract(or)	MM	millimeter
CONST	construction	MT	mount(ed, ing)
CORR	corrugated	MTL	material(s)
CPR	copper	--N--	
CPT	carpet(ed)	N	north
CYD	cubic yard	NAT	natural
--D--		NIC	not in contract
DEMO	demolish, demolition	NOM	nominal
DH	double hung	NTS	not to scale
DIAG	diagonal	--O--	
DIAM	diameter	OA	overall
DIM	dimension	OBSC	obscure
DIV	division	OC	on center
DR	door	OD	outside diameter
DS	downspout	OH	overhead
DTL	detail	OPG	opening
DWG	drawing	OPP	opposite
DWR	drawer	--P--	
--E--		PAR	parallel
E	east	PB	panic bar
EF	each face	PCC	precast concrete
ELEV	elevation	PCF	pounds per cubic foot
ELEC	electric(al)	PED	pedestal
EMER	emergency	PERF	perforate(d)
ENC	enclosure	PREFAB	prefabricate(d)
EP	electrical panelboard	PFL	pounds per linear foot
EQ	equal	PIP	poured in place
EQUIP	equipment	PL	property line
EST	estimate	PLT	plate
EWC	electric water cooler	PLAS	plaster
EXIST	existing	PLYWD	plywood
EXHST	exhaust	PNL	panel
EXP	exposed	PNT	paint(ed)
EXT	exterior	PSF	pounds per square foot
--F--		PSI	pounds per square inch
FA	fire alarm	PT	paint
FD	floor drain	PVC	polyvinyl chloride
FE	fire extinguisher	--R--	
FFE	finished floor elevation	RA	return air
FFL	finished floor line	RAD	radius
FIN	finish(ed)	RCP	reinforced concrete pipe
FLR	floor(ing)	RD	roof drain
FLUOR	fluorescent	REFR	refrigerator
FND	foundation	REG	register
FTG	footing	REM	remove
--G--		RET	return
GA	gage, gauge	RFG	roofing
GI	galvanized iron	RH	right hand
GL	glass, glazing	RM	room
GP	galvanized pipe	RO	rough opening
GYP.BD	gypsum board	ROW	right of way
GRD	grade, grading	--S--	
GSS	galvanized steel	S	south
GV	galvanized	SC	solid core
		SCH	schedule
		SD	storm drain
		SEC	section
		SH	shelf, shelving
		SHT	sheet
		SIM	similar
		SPEC	specification(s)
		SPK	speaker
		SQ	square
		SS	stainless steel
		ST	steel
		STA	station
		STD	standard
		STO	storage
		STR	structural
		SUS	suspended
		SYM	symmetry(ical)
		SYS	system
		--T--	
		TEL	telephone
		T&G	tongue & groove
		THK	thick(ness)
		TV	television
		TYP	typical
		--U--	
		UNO	unless noted otherwise
		UR	urinal
		--V--	
		VERT	vertical
		VIN	vinyl
		--W--	
		W	west
		W/	with
		W/O	without
		WC	water closet
		WD	wood
		WH	water heater
		WI	wrought iron
		WIN	window
		WPT	working point
		WR	water repellant
		WWF	welded wire fabric
		--SYMBOLS--	
		∠	ANGLE
		℄	CETER LINE
		d	PENNY
		T	PERPENDICULAR
		ℙ	PROPERTY LINE
		ø	DIAMETER
		°	DEGREES (ANGLE)
		±	PLUS OR MINUS
		@	AT

PROJECT OWNER

CITY OF REDLANDS
35 CAJON STREET, SUITE 222
REDLANDS, CA 92373
CONTACT: DON CRAW
PHONE: 909-798-7655
FAX:
E-MAIL: dcraw@cityofredlands.org

ARCHITECT

MILLER, ARCHITECTURE – INTERIORS – PLANNING
1177 IDAHO STREET, SUITE 200
REDLANDS, CA 92374
CONTACT: RALPH DELGADO
PHONE: 909-335-7400
FAX: 909-335-7299
E-MAIL: rdelgado@miller-aip.com

ELECTRICAL

VELA ENGINEERING
301 9TH STREET, SUITE 109
REDLANDS, CA 92374
CONTACT: SAMUEL VELA
PHONE: (909) 281-8100
FAX:
E-MAIL: svela@velaengineering.biz

STRUCTURAL

HOHBACH-LEWIN, INC.
511 MISSION STREET
SOUTH PASADENA, CA 91030
CONTACT: LESLIE TSO, S.E., PRINCIPAL
PHONE: 626-344-0905
FAX:
E-MAIL: Ltso@hohbach-lewin.com

LAND DEVELOPER

MERITAGE HOMES
5 PETERS CANYON ROAD, SUITE 310
IRVINE, CA 92606
CONTACT: NICK HARRIS, FORWARD PLANNING MANAGER
PHONE: 949-372-3315
FAX:
E-MAIL: Nicholas.Harris@meritagehomes.com

DIRECTORY

A. THIS PROJECT REQUIRES INSPECTIONS BY THE REDLANDS FIRE DEPARTMENT. INSPECTIONS MUST BE SCHEDULED A MINIMUM 2 WORKING DAYS IN ADVANCE BY CALLING (909) 798-7601, OR BY EMAIL TO fireprevention@cityofredlands.org.
B. THE REDLANDS FIRE DEPARTMENT WILL SCHEDULE THE INSPECTION UPON THE INSPECTOR AVAILABILITY.
C. FOR PROJECT WILL PROVIDE FIRE EXTINGUISHER COVERAGE AND SIZING PER 2002 CA FIRE CODE SECTION 906.3.

FIRE DEPARTMENT NOTES

A. BUSINESS LICENSE REQUIREMENTS FOR ARCHITECTS, ENGINEERS, CONTRACTORS AND SUB-CONTRACTORS PER CITY OF REDLANDS ORDINANCE: **5.04.090: BUSINESS LICENSE REQUIREMENT.**
B. IT IS UNLAWFUL FOR ANY PERSON, WHETHER AS PRINCIPAL OR AGENT, CLERK OR EMPLOYEE, EITHER FOR HIMSELF OR FOR ANY OTHER PERSON, OR FOR ANYBODY 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 THIS 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 5.08 OF THIS TITLE. **(REDLANDS MUNICIPAL CODE 5.04.090)**
C. NEW CONSTRUCTION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE 2022 CALIFORNIA BUILDING CODE EDITIONS THAT INCLUDE THE BUILDING, FIRE, PLUMBING, MECHANICAL, ELECTRICAL, GREEN BUILDING STANDARDS AND 2022 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.
D. 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 DISCHARGE OR STORM-WATER POLLUTION WITHIN THE PROJECT BOUNDARY UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE PUBLIC WORKS INSPECTOR OF THE CITY.
E. RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS IS REQUIRED AS MANDATED BY **AB 939** AND **SB 1066** AND AS AMENDED BY REDLANDS MUNICIPAL CODE.
F. CONSTRUCTION ACTIVITY NOICE SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M. AND 6:00 P.M. MONDAY THROUGH SATURDAY. **RMC 8.06.090(F)**
G. 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 SUSPENDED OR ABANDONED FOR A PERIOD OF 180 OR MORE DAYS AFTER WORK HAS COMMENCED.
H. THE CHIEF BUILDING OFFICIAL MAY EXTEND THE TIME FOR COMMENCEMENT OF WORK FOR A PERIOD NOT EXCEEDING 180 DAYS UPON WRITTEN REQUEST BY THE PERMITTEE PROVIDING EVIDENCE OF THE CIRCUMSTANCES BEYOND THE CONTROL OF THE PERMITTEE WHICH HAVE PREVENTED WORK FROM OMMENCING.
I. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO SHOW EVIDENCE OF "START OF CONSTRUCTION" BY ARRANGING FOR BUILDING INSPECTIONS WITHIN 180 DAYS AFTER ISSUANCE OF PERMIT AND TO VERIFY CONTINUING CONSTRUCTION ACTIVITY BY ARRANGEMENT FOR BUILDING INSPECTIONS WHICH WILL SHOW THE WORK IS PROGRESSING WITHIN ANY 180 DAY TIME PERIOD.

STANDARD CITY NOTES

MILLER
architecture
interiors
planning
1177 Idaho Street, Suite 200
Redlands, CA 92374
Phone: (909) 335-7400
Fax: (909) 335-7299
info@miller-aip.com

LICENSED ARCHITECT
GARY W. MILLER
No. 014835
REN. 9-30-25
STATE OF CALIFORNIA

owner approval

initials	date	phase
	00/00/00	--

revisions/addenda

mark	date	comment
A	00/00/00	--
B		
C		
1		
2		
3		
4		
5		

CROW'S NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES
35 CAJON STREET, SUITE 222
REDLANDS, CALIFORNIA 92373
PHONE: 909-798-7655

project information

PROJECT NO:	2200069B.RA
DWG FILE:	G-001.DWG
DRAWN BY:	RD/MC
CHECKED BY:	GWM
DRAWING SCALE:	N/A
DATE:	02/07/2025

sheet name

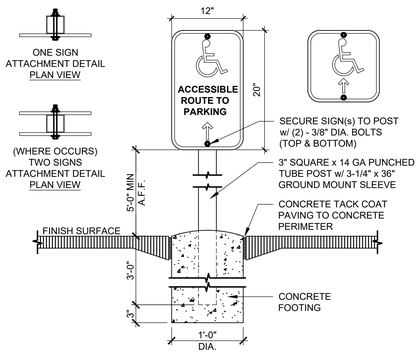
TITLE SHEET

sheet number

G-001

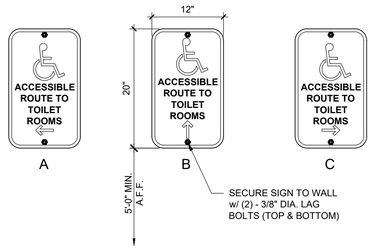
SHEET 1 OF XX SHEETS

DRAWING NAME: Z:\PROJECTS\2022 PROJECTS\REDLANDS CRAFTON PARK FOOTBALL FIELD IMPROVEMENTS 2200069.RA\DRAWINGS\CONSTRUCTION DOCUMENTS\CURRENT_BERGAMONT_LIVEOAKPARK\G-002.DWG | PLOT DATE: 2/10/2025 2:09 PM | PLOTTED BY: RALPH DELGADO | COPYRIGHT 2016 MILLER ARCHITECTURAL CORPORATION ALL RIGHTS RESERVED



P.O.T. DIRECTIONAL SIGN — SCALE: 1" = 1'-0" — 6

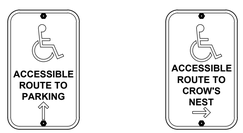
NOTE:
"*ACCESSIBLE ROUTE*" SIGN TO CONFORM TO CURRENT LOCAL, STATE, CODES AND REGULATIONS AS REQUIRED.



NOTE:
FOR SIGNAGE MOUNTING HEIGHT, SEE DETAIL #6

P.O.T. DIRECTIONAL SIGN — SCALE: 1" = 1'-0" — 7

NOTE:
"*ACCESSIBLE ROUTE*" SIGN TO CONFORM TO CURRENT LOCAL, STATE, CODES AND REGULATIONS AS REQUIRED.



NOTE:
FOR SIGNAGE MOUNTING HEIGHT, SEE DETAIL #6

P.O.T. DIRECTIONAL SIGN — SCALE: 1" = 1'-0" — 8

GENERAL CONSIDERATIONS

ACCESSIBILITY STANDARDS

THE FOLLOWING STANDARDS FOR BARRIER FREE DESIGN SHALL BE INCORPORATED INTO THE PROJECT SITE AND BUILDING AS DESCRIBED BY THE 2022 CALIFORNIA BUILDING CODE (TITLE 24 & CALIFORNIA CODE OF REGULATION), AMERICANS WITH DISABILITIES ACT (ADA) WITH CABO/ANSI. SECTIONS AND DIAGRAMS ARE PROVIDED FOR QUICK REFERENCE INTERPRETATION OF THESE CODES AND REGULATIONS AND INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

ENTRANCE SIGNAGE

FINISH AND CONTRAST
THE CHARACTERS SYMBOLS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE OR OTHER NON GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND WITH EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.

LOCATION OF SIGNAGE
TACTILE SIGNAGE SHALL BE LOCATED ALONGSIDE THE DOOR ON THE LATCH SIDE AND SHALL BE MOUNTED AT 60" ABOVE THE ADJACENT FINISHED FLOOR TO THE CENTERLINE OF THE SIGN. IN LOCATIONS HAVING DOUBLE DOORS, TACTILE SIGNS SHALL BE MOUNTED TO THE RIGHT OF THE RIGHT HAND DOOR. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE OF THE DOOR, INCLUDING DOUBLE LEAF DOORS, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL.

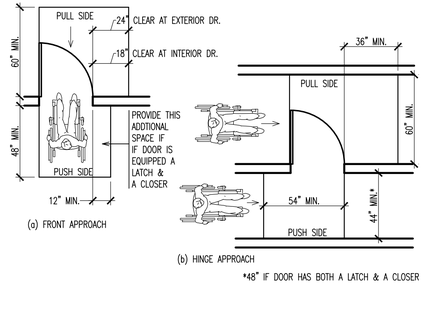
TACTILE SIGNAGE
1. CHARACTER WIDTH TO HEIGHT RATIO BETWEEN 3:5 AND 1:1 WITH A 1:5 AND 1:10 STROKE WIDTH TO HEIGHT RATIO.
2. CONTRASTING COLORED CHARACTER AND SYMBOLS ON A MATTE FINISHED BACKGROUND.
3. LETTERS AND NUMBERS ON SIGNS SHALL BE RAISED 1/32 INCH MINIMUM AND SHALL BE SANS-SERIF UPPERCASE CHARACTER ACCOMPANIED BY GRADE 2 BRAILLE.
4. RAISED SYMBOLS OR CHARACTERS SHALL BE A MINIMUM OF 5/8" HIGH.

ELECTRICAL NOTES

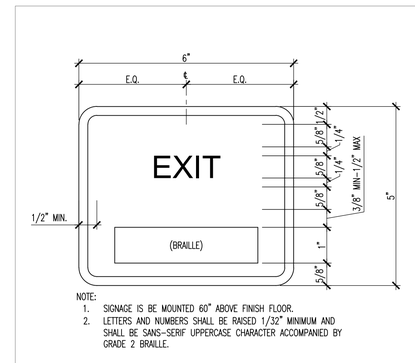
CONTROLS AND SWITCHES SHALL NOT BE LOCATED MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE OUTLET BOX, NOR LESS THAN 15 INCHES MEASURED BOTTOM OF THE OUTLET BOX, TO THE FINISH FLOOR LEVEL. CBC 11B-308.1.1.

ELECTRICAL RECEPTACLE OUTLETS (30 AMPS OR LESS) SHALL NOT BE LOCATED MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE OUTLET BOX, NOR LESS THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE OUTLET BOX, TO FINISH FLOOR LEVEL. CBC 11B-308.1.2.

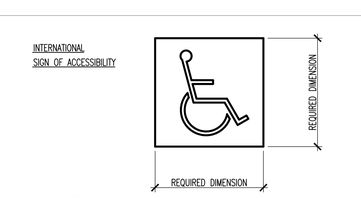
SHEET: A-X00 — SCALE: 1'-0" = 1'-0" — 1



ACCESSIBLE DOOR APPROACH — SCALE: 1/4" = 1'-0" — 4



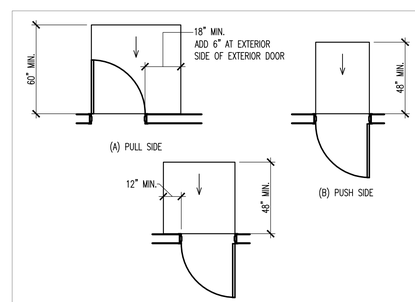
TACTILE EGRESS SIGNAGE — SCALE: 6" = 1'-0" — 2



SIGNS:
INTERNATIONAL SYMBOL OF ACCESSIBILITY. THE FOLLOWING ELEMENTS AND SPACES OF ACCESSIBLE FACILITIES SHALL BE IDENTIFIED BY THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. THIS SYMBOL SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND. THE BLUE SHALL BE EQUAL TO COLOR NUMBER 15090 IN FEDERAL STANDARD 595C. A BOARDER MAY BE PROVIDED INSIDE OR OUTSIDE OF THE MINIMUM REQUIRED INTERNATIONAL SYMBOL OF ACCESSIBILITY DIMENSION.

1. PATH OF TRAVEL FOR EXTERIOR SIGNAGE.

INTERNATIONAL SIGN OF ACCESSIBILITY — SCALE: 1/4" = 1'-0" — 5



MANEUVERING CLEARANCES AT MANUAL SWING DOORS AND GATES

ACCESSIBLE DOOR APPROACH CLEARANCES — SCALE: 1/4" = 1'-0" — 3

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LICENSED ARCHITECT
GARY W. MILLER
No. C14635
REN. 8-30-25
STATE OF CALIFORNIA

owner approval

initials	date	phase
	00/00/00	--

revisions/addenda

mark	date	comment
A	00/00/00	--
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CROW'S NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES
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project information

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DATE:	02/07/2025

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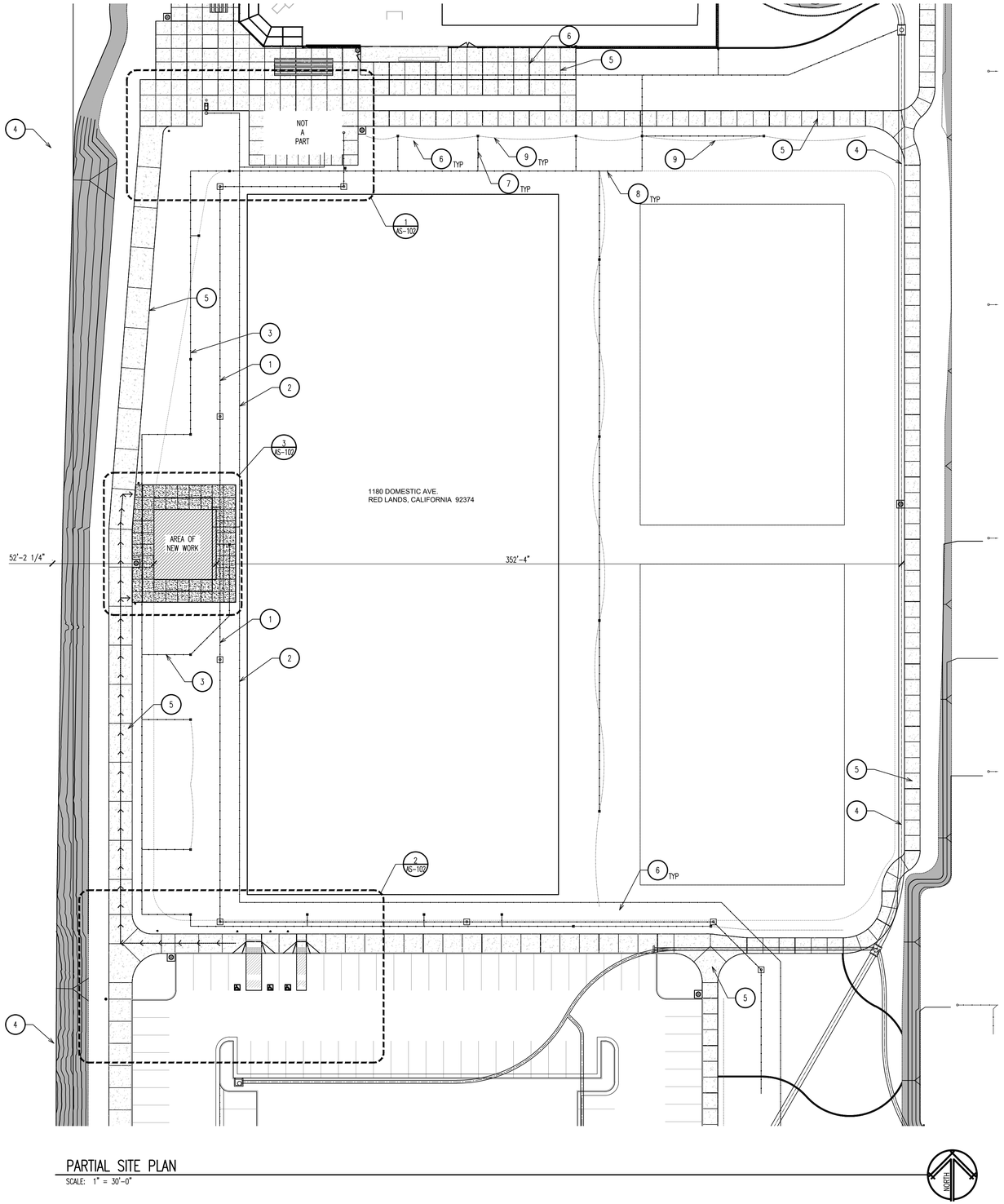
ACCESSIBILITY DETAILS

sheet number

G-002

SHEET #### OF XX SHEETS



PARTIAL SITE PLAN
SCALE: 1" = 30'-0"

SITE LEGEND:

- CONCRETE WALKWAY
- BUILDING (AREA OF NEW WORK)
- (E) CONCRETE WALKWAY
- ADA PATH OF TRAVEL
- SD — SD — STORM DRAIN
- SS — SS — SANITARY SEWER
- W — W — DOMESTIC WATER
- PROPERTY LINE

KEY NOTES: (X)

1. SEWER LINE, NOT "A" PART
2. DOMESTIC WATER, NOT "A" PART
3. STORM DRAIN, NOT "A" PART
4. PROPERTY LINE
5. (E) CONCRETE
6. LIGHT POLE, (UNDER SEPARATE PERMIT #B23-0043)
7. (E) 6" PVC SDR 35
8. (E) 12" PVC SDR 35
9. (E) STORM DRAIN

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project information

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DRAWING SCALE:	1" = 30'-0"
DATE:	02/07/2025

sheet name

PARTIAL
SITE PLAN

sheet number

AS-101

SHEET #### OF XX SHEETS

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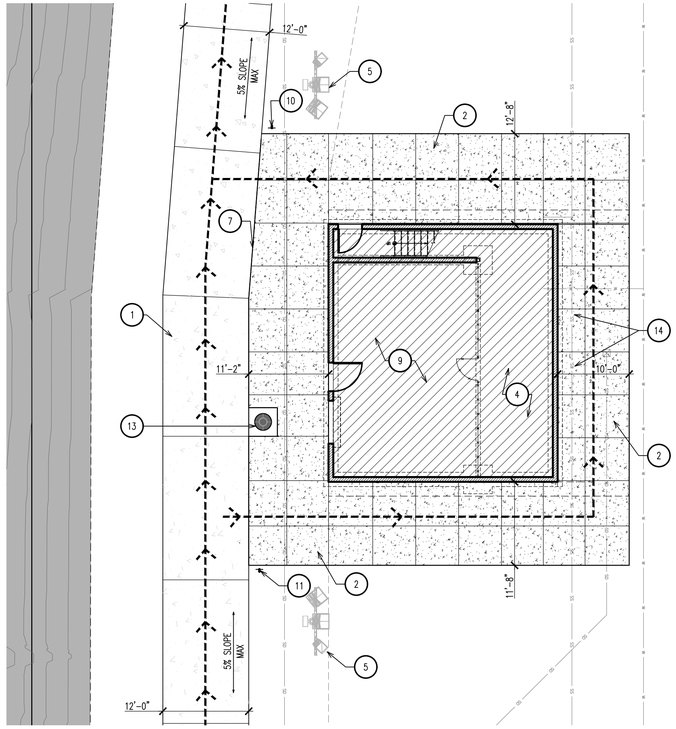
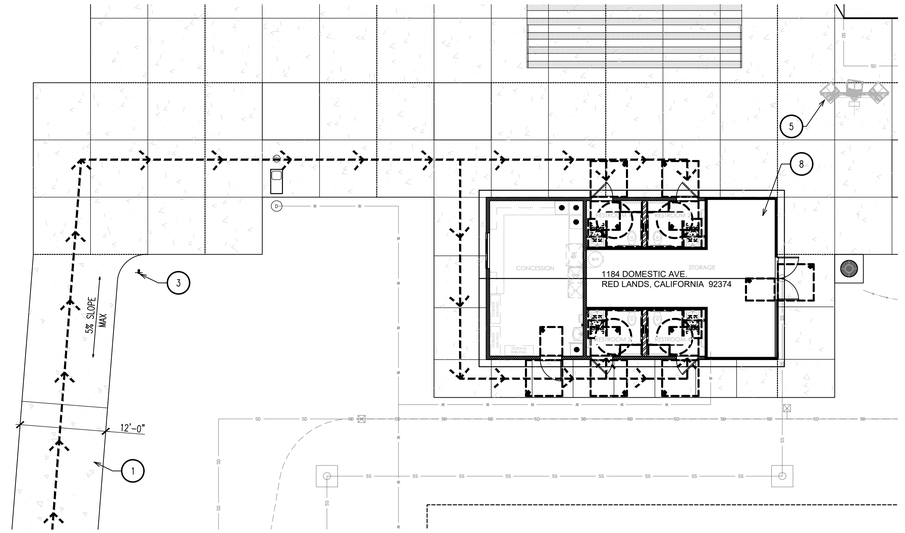
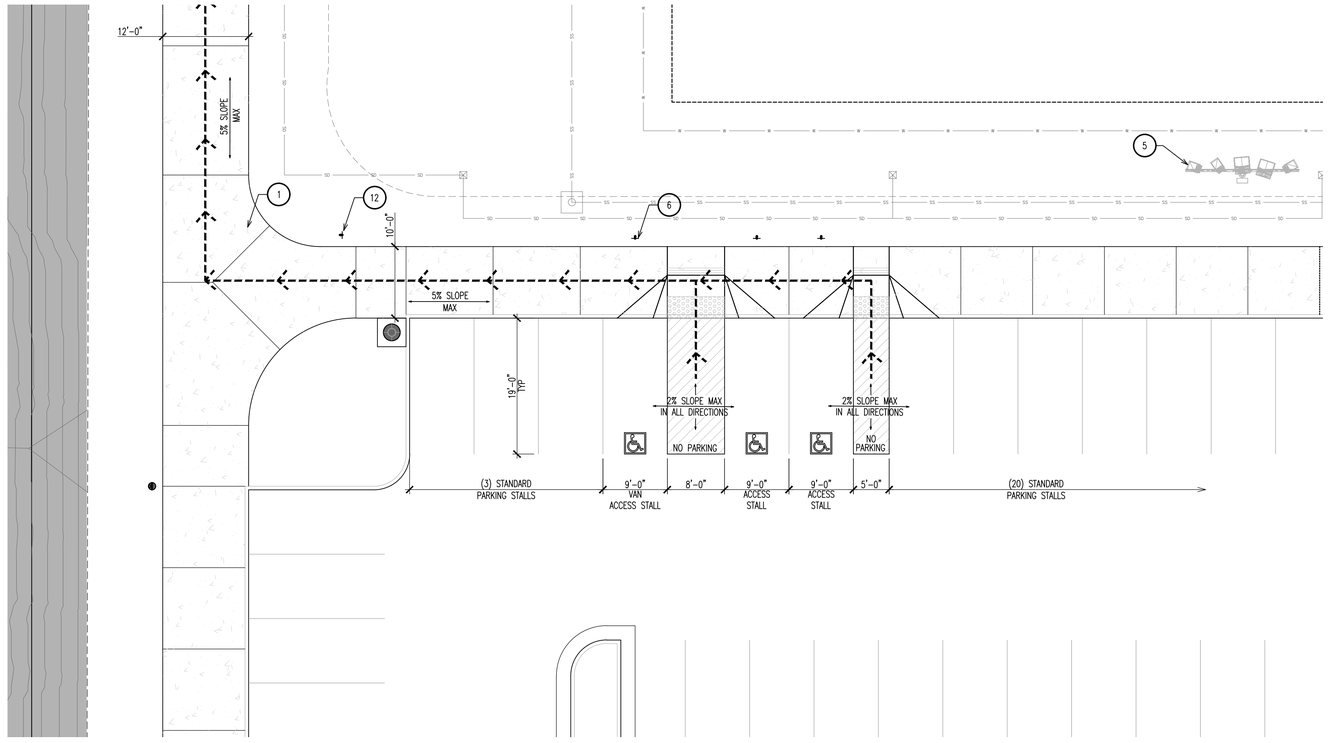


PARTIAL ENLARGED SITE PLAN
SCALE: 1" = 10'-0"
3



PARTIAL ENLARGED SITE PLAN
SCALE: 1" = 10'-0"
1



PARTIAL ENLARGED SITE PLAN
SCALE: 1" = 10'-0"
2

KEY NOTES: (X)

1. (E) CONCRETE WALKWAY, 2% CROSS SLOPE, MAX. (UNDER SEPARATE PERMIT #B23-0043)
2. CONCRETE WALKWAY, SEE DETAIL 2/AS-501
3. DIRECTIONAL SIGNAGE, SEE DETAIL 7C/G-002
4. COACH'S VIEWING AREA
5. LIGHT POLE, (UNDER SEPARATE PERMIT #B23-0043)
6. ADA SIGNAGE WITH VAN ACCESSIBLE
7. EXPANSION JOINT IN CONCRETE WALKWAY - SEE DETAIL 1/AS-501
8. RESTROOM/CONCESSION BUILDING, NOT A PART (UNDER SEPARATE PERMIT #B23-00431)
9. STORAGE LEVEL
10. DIRECTIONAL SIGNAGE, SEE DETAIL 7B/G-002
11. DIRECTIONAL SIGNAGE, SEE DETAIL 8D/G-002
12. DIRECTIONAL SIGNAGE, SEE DETAILS 8E/G-002 & 7C/G-002
13. (E) TRASH CONTAINER
14. DEDICATED ACCESSIBLE OUTDOOR COACH'S VIEWING AND PRESS AREA

SITE LEGEND:

- CONCRETE WALKWAY
- BUILDING
- (E) CONCRETE WALKWAY
- PATH OF TRAVEL

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owner approval

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CROW'S NEST 1-STORY BUILDING
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project information

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ENLARGED
SITE PLANS

sheet number

AS-102

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SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

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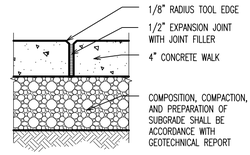


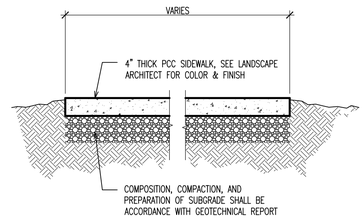
EXPANSION JOINT AT WALK SCALE: 1 1/2" = 1'-0" 1

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X



CONCRETE WALKWAY SCALE: 3/4" = 1'-0" 2

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

WALKS AND SIDEWALKS

CONTINUOUS SURFACES
WALKS AND SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2 INCHES, AND SHALL BE A MINIMUM OF 48 INCHES IN WIDTH. SURFACES SHALL BE SLIP RESISTANT AS FOLLOWS:

SLOPES OF 6 PERCENT AND GREATER
SURFACES WITH A SLOPE OF 6 PERCENT GRADIENT SHALL BE SHALL BE SLIP RESISTANT.

SLOPES LESS THAN 6 PERCENT
SURFACES WITH A SLOPE OF LESS THAN 6 PERCENT GRADIENT SHALL BE AT LEAST AS SLIP RESISTANT AS THAT DESCRIBED AS A MEDIUM SALT FINISH.

SURFACE CROSS SLOPES
SURFACE CROSS SLOPES SHALL NOT EXCEED 1/4 INCH PER FOOT EXCEPT WHEN THE ENFORCING AGENCY FINDS THAT DUE TO LOCAL CONDITIONS IT CREATES AS UNREASONABLE HARDSHIP, THE CROSS SLOPE SHALL BE TO A MAXIMUM OF 1/2 INCH PER FOOT FOR DISTANCES NOT TO EXCEED 20 FOOT.

GRATINGS
WALKS, SIDEWALKS AND PEDESTRIAN WAYS SHALL BE FREE FROM GRATINGS WHENEVER POSSIBLE. FOR GRATINGS LOCATED IN THE SURFACES OF THESE AREAS, GRID OPENINGS IN GRATINGS SHALL BE 1/2 INCHES IN THE DIRECTION OF TRAFFIC FLOW.

FIVE PERCENT GRADIENT
SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK SHALL BE 1 VERTICAL TO 20 HORIZONTAL (5% GRADIENT). IF WALK EXCEEDS THIS STANDARD IT SHALL COMPLY WITH PROVISIONS OF THE C.B.C., PEDESTRIAN RAMPS.

CHANGES IN LEVEL
ABRUPT CHANGES IN LEVEL ALONG ANY ACCESSIBLE ROUTE SHALL NOT EXCEED 1/2 INCH WHEN CHANGES IN LEVEL DO OCCUR LEVEL 2:1 EXCEPT EXCEPT THAT LEVEL CHANGES NOT EXCEEDING 1/4 INCH MAY BE VERTICAL

WALKS WITH CONTINUOUS GRADIENTS
ALL WALKS WITH CONTINUOUS GRADIENT SHALL HAVE LEVEL AREAS AT LEAST 5 FEET IN LENGTH AT INTERVALS OF AT LEAST EVERY 400 FEET.

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

SHEET: A-X00 SCALE: X" = 1'-0" X

ADA GENERAL NOTES SCALE: 3/4" = 1'-0" 4

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REN. 8-30-25
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owner approval

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revisions/addenda

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CROW'S NEST 1-STORY BUILDING
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APN: 0167-932-55-0000

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project information

PROJECT NO:	2200069B.RA
DWG FILE:	AS-501.DWG
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SITE DETAILS

sheet number

AS-501

SHEET #### OF XX SHEETS

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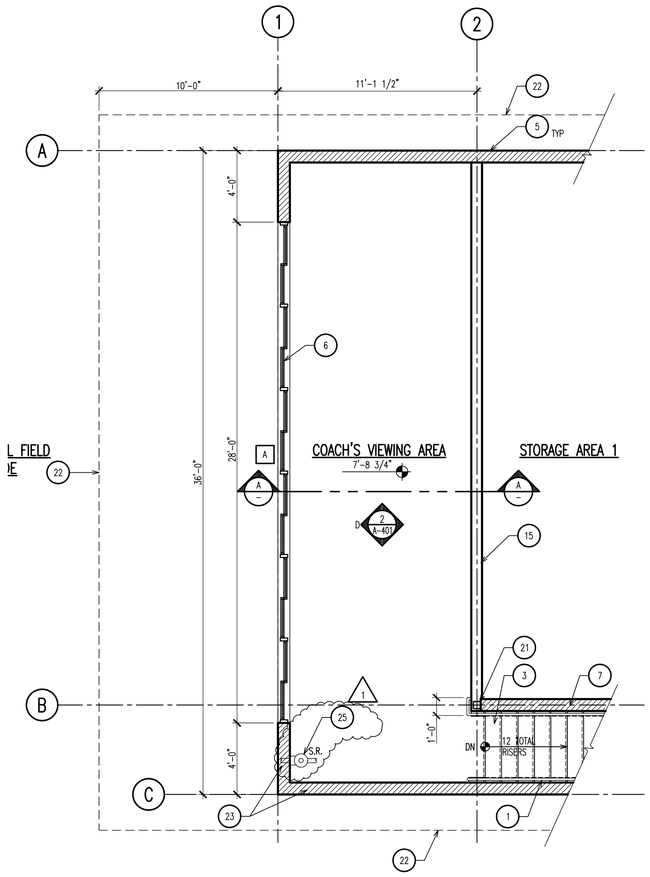
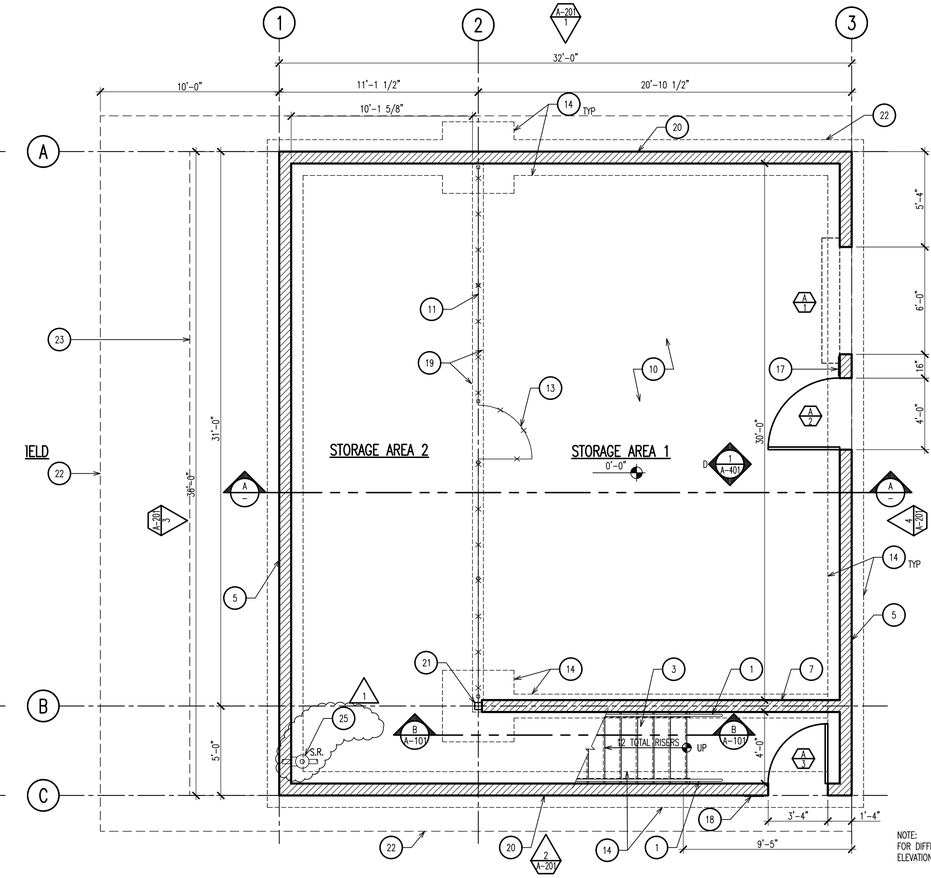
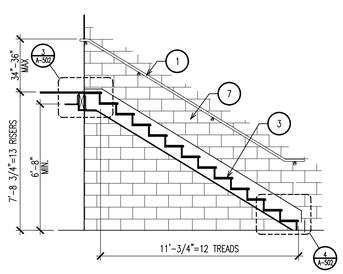


SECOND FLOOR – (COACH'S VIEWING AREA)
SCALE: 1/4" = 1'-0"

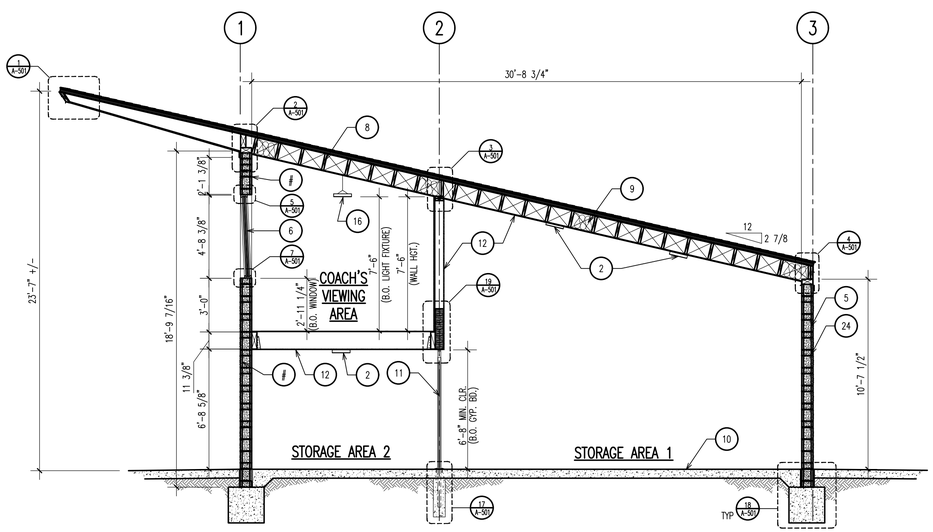


NOTE:
FOR DIFFERENT CMU TYPES AND COLORS, SEE EXTERIOR ELEVATIONS

FIRST FLOOR – (STORAGE AREAS #1 & #2)
SCALE: 1/4" = 1'-0"



STAIR SECTION
SCALE: 1/4" = 1'-0"



BUILDING SECTION
SCALE: 1/4" = 1'-0"

KEY NOTES: (X)

1. HANDRAIL, SEE DETAILS 1 & 2/A-502
2. 1X4 SURFACE MOUNTED LED FIXTURE
3. WOOD STAIR, SEE DETAILS 3/A-502 & 4/A-502
4. (3) 4"x14" STRINGERS PER STRUCTURAL DRAWINGS
5. 8"x8"x16" PRECISION BLOCK, COLOR: EQUAL TO OTAY BROWN BY ORCO BLOCK
6. OPERABLE SLIDING WINDOW, SEE EXTERIOR ELEVATION 3/A-201
7. STANDARD CMU BLOCK WALL
8. 2"x12" ROOF RAFTER
9. R-30 BATT INSULATION
10. 6" CONCRETE SLAB PER STRUCTURE DRAWINGS
11. FULL HEIGHT CHAIN LINK FENCE, SEE INTERIOR ELEVATION 1/A-401
12. 5/8" GYPSUM BOARD, PAINT
13. 3'-0" CHAIN LINK GATE, SEE INTERIOR ELEVATON 1/A-401
14. FOOTING PER STRUCTURAL DRAWINGS
15. 2"x6" STUD WALL WITH 5/8" GYPSUM BOARD TO EACH SIDE, SEE STR FOR ADDITIONAL INFO
16. 1x4 PENDANT LED FIXTURE
17. EXIT SIGNAGE, SEE DETAIL 2/G-002
18. COACHE'S VIEWING AREA SIGNAGE
19. LINE OF COACHE'S VIEWING AREA ABOVE
20. ALTERNATING 8"x8"x16" ORCO SPLIT FACE, COLOR: SOUR DOUGH OR EQUAL
21. HSS COLUMN PER STR DWGS
22. ROOF OVERHANG
23. DEDICATED GROUND LEVEL ACCESSIBLE OUTDOOR COACH'S VIEWING AND PRESS AREA
24. ALTERNATING 4"x8"x16" ORCO, COLOR: SOURDOUGH OR EQUAL
25. SPRINKLER RISER (SEE CIVIL DRAWINGS) (1)

WALL LEGEND:

- 8"x8"x16" BLOCK
- 2"x6" STUD WALL WITH 5/8" GYP BD TO EA SIDE
- BUILDING FOOTING PER STRUCTURAL

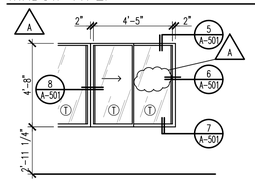
DOOR TYPE:

(A/1) 6'-8"x6'-0" STEEL ROLL-UP DOOR, FACTORY FINISH. REFER TO MANUFACTURERS SPECIFICATIONS FOR COLOR SPEC., SEE DETAILS 13/A-501, 14/A-501 AND 15/A-501

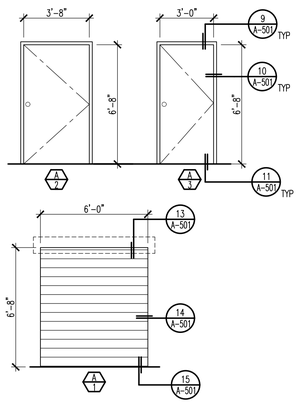
(A/2) 3'-8"x6'-8" STEEL SOLID CORE DOOR WITH PULL AND LOCK HARDWARE. MASTER LOCK, REINFORCED DIE CAST REKEYABLE 6-PIN TUMBLER HIDDEN SHACKLE PADLOCK WITH HIGH SECURITY HASP, #770LHC, TYP. REFER TO MFR SPECIFICATIONS FOR COLOR SPEC., SEE DETAILS 9/A-501, 10/A-501 AND 11/A-501

(A/3) 3'-0"x6'-8" STEEL SOLID CORE DOOR WITH PULL AND LOCK HARDWARE. MASTER LOCK, REINFORCED DIE CAST REKEYABLE 6-PIN TUMBLER HIDDEN SHACKLE PADLOCK WITH HIGH SECURITY HASP, #770LHC, TYP. REFER TO MFR FOR COLOR SPEC., SEE DETAILS 9/A-501, 10/A-501 AND 11/A-501

WINDOW TYPE:



DOOR TYPE:



GENERAL NOTE:

1. MILGARD WINDOWS #7120 DOUBLE BYPASS HORIZONTAL SLIDING FIBERGLASS WINDOWS (WHITE), SEE THIS SHEET FOR WINDOW DETAILS

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REN. 8-30-25
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1	03/31/25	ADDENDUM NO.1

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project information

PROJECT NO:	2200069B.R
DWG FILE:	A-101.DW
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FLOOR PLANS, BLDG. SECT. & MISC.

sheet number

A-101

SHEET #### OF XX SHEET

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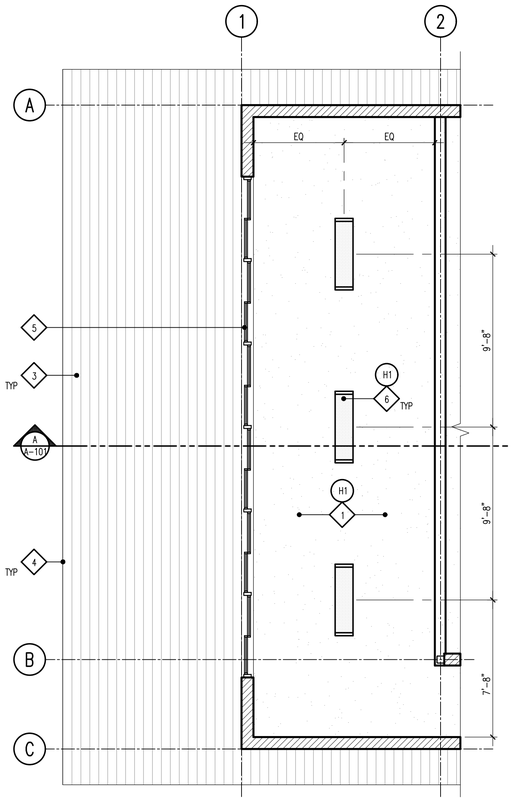
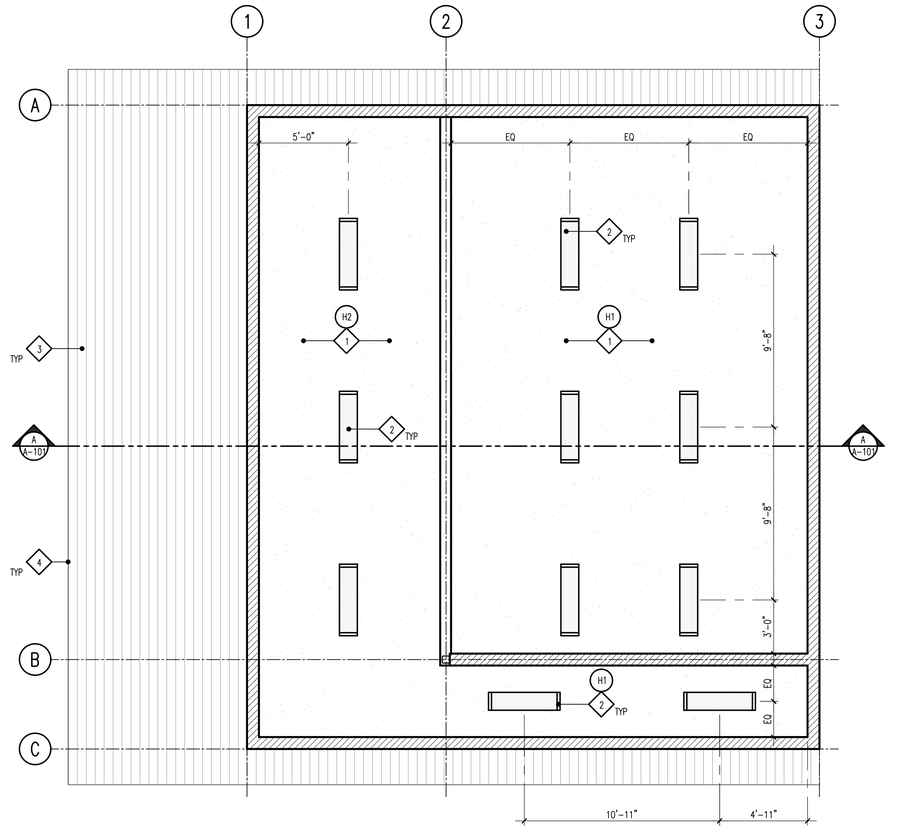


SECOND FLOOR – REFLECTED CEILING PLAN

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



FIRST FLOOR – REFLECTED CEILING PLAN

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

LEGEND:

- GYPSUM BOARD – TEXTURE & PAINTED
- SURFACE MOUNTED 1x4 LED LIGHT FIXTURE
- PENDANT 1x4 LED LIGHT FIXTURE AT OBSERVATION LEVEL

RCP KEYNOTES:

1. GYPSUM BOARD CEILING, PAINT (1-HOUR RATED)
2. 1x4 SURFACE MOUNTED LED FIXTURE
3. 4" HARDIE PLANK T&G DARK BROWN KYNAR FINISH AT ROOF OVERHANG
4. ROOF OUTLINE
5. SLIDING WINDOWS
6. 1x4 PENDANT LED FIXTURE

CEILING HEIGHT LEGEND:

- H1 VARIES
- H2 6"-8"

RCP GENERAL NOTES:

1. VERIFY ALL DIMENSIONS IN THE FIELD BEFORE STARTING WORK.
2. DIMENSIONS SHOWN ON THE PLANS ARE FROM CMU BLOCK FINISH TO CMU BLOCK FINISH OR TO CENTERLINE OF LED FIXTURE, UNLESS NOTED OTHERWISE.
3. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

PROJECT NOTES & LEGENDS

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CROW'S NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES
35 CAJON STREET, SUITE 222
REDLANDS, CALIFORNIA 92373
PHONE: 909-798-7655

project information

PROJECT NO:	2200069B.RA
DWG FILE:	A-103.DWG
DRAWN BY:	RD/MC
CHECKED BY:	GWM
DRAWING SCALE:	1/4" = 1'-0"
DATE:	02/07/2025

sheet name

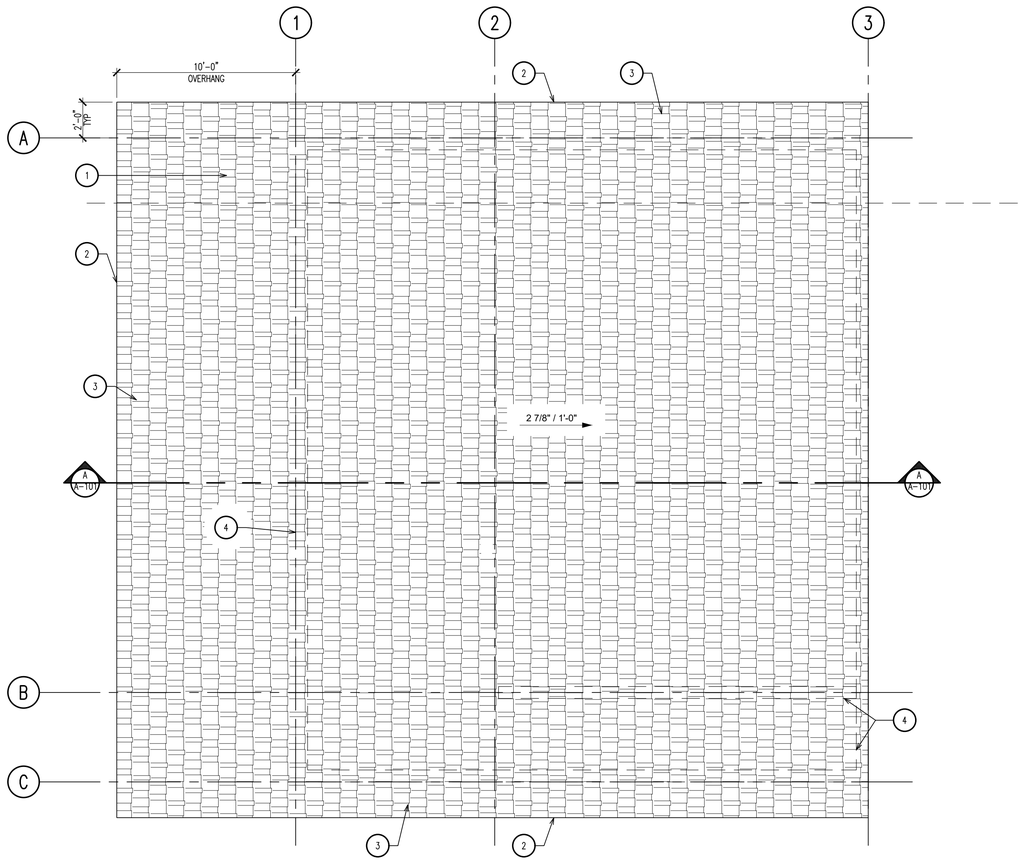
REFLECTED CEILING PLANS

sheet number

A-103

SHEET #### OF XX SHEETS

DRAWING NAME: Z:\PROJECTS\2022 PROJECTS\REDLANDS CRAFTON PARK FOOTBALL FIELD IMPROVEMENTS 2200069.RA\DRAWINGS\CURRENT\CAD\A-105.DWG | PLOT DATE: 4/18/2025 3:12 PM | PLOTTED BY: RALPH DELGADO | COPYRIGHT 2016 MILLER ARCHITECTURAL CORPORATION ALL RIGHTS RESERVED



ROOF PLAN
SCALE: 1/4" = 1'-0"

NORTH

ROOF PLAN KEY NOTES: (X)

1. ASPHALT SHINGLES
2. SHEET METAL FASCIA
3. ROOF OVERHANG
4. BUILDING CMU WALL BELOW

ROOF PLAN NOTES:

A. ASPHALT SHINGLES – AF 2.3 TIMBERLINE HDZ, COLOR: WEATHERED WOOD

B.

PROJECT NOTES & LEGENDS

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LICENSED ARCHITECT
GARY W. MILLER
No. C 14635
REN. 8-30-25
STATE OF CALIFORNIA

owner approval

initials	date	phase
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revisions/addenda

mark	date	comment

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DATE:	03/31/2025

sheet name

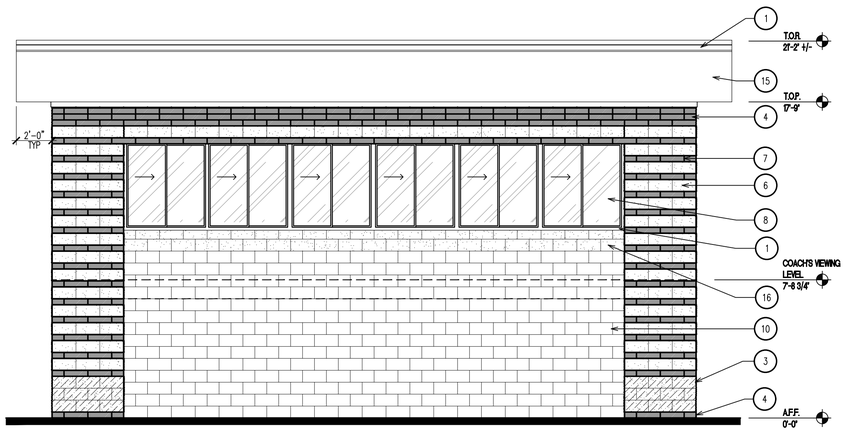
ROOF PLAN

sheet number

A-105

SHEET #### OF XX SHEETS

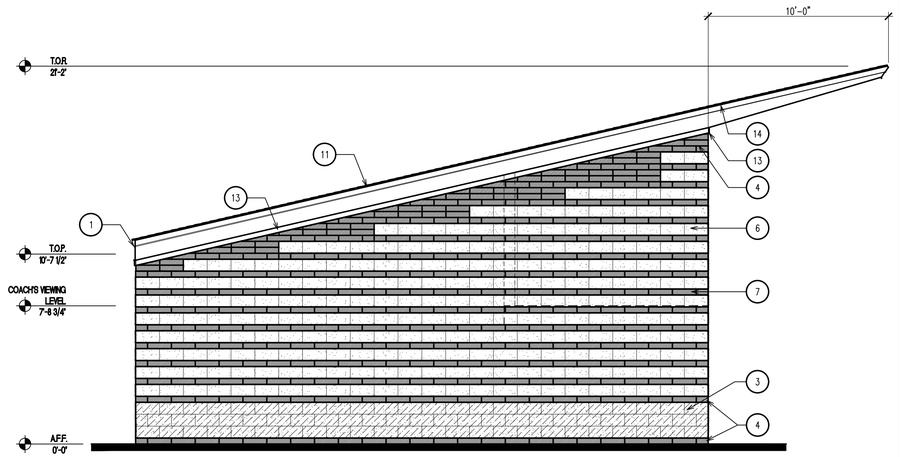
DRAWING NAME: Z:\PROJECTS\2022 PROJECTS\REDLANDS CRAFTON PARK FOOTBALL FIELD IMPROVEMENTS 2200069.RA\DRAWINGS\CURRENT\CAD\A-201.DWG | PLOT DATE: 4/16/2025 3:17 PM | PLOTTED BY: RALPH DELGADO | COPYRIGHT 2016 MILLER ARCHITECTURAL CORPORATION ALL RIGHTS RESERVED



EAST ELEVATION

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

3



SOUTH ELEVATION

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

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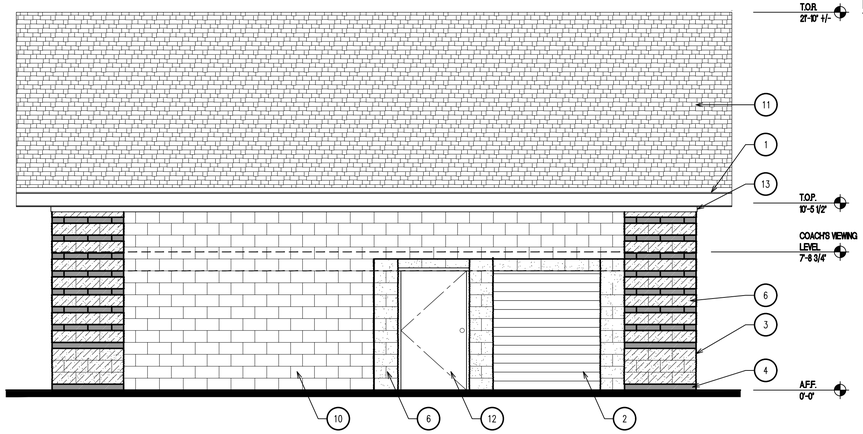
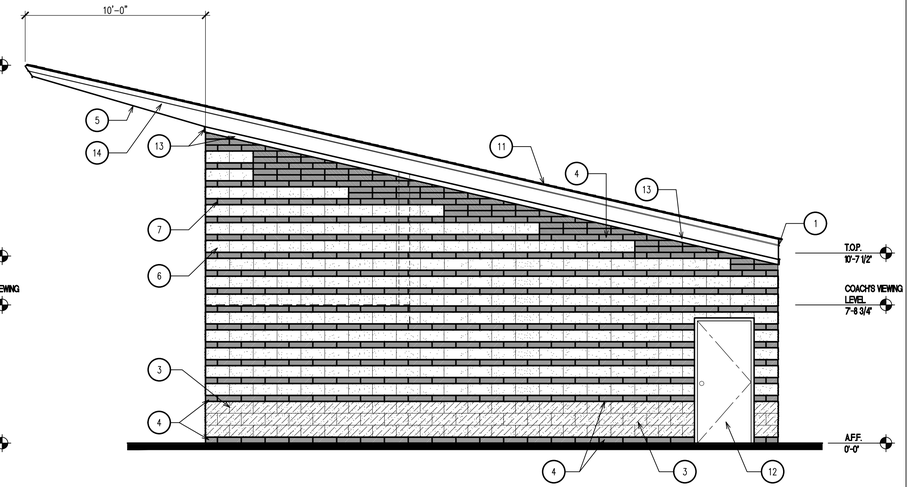


WEST ELEVATION

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

4



NORTH ELEVATION

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

2

KEY NOTES: (X)

1. ALUM DRIP EDGE FLASHING
2. FACTORY FINISH COIL OVERHEAD DOOR, SEE MFR SPECIFICATIONS FOR COLOR SPEC
3. 8"x8"x16" ORCO 202 SCORED SPLIT FACE, COLOR: SOURDOUGH
4. 4"x8"x16" ORCO PRECISION BLOCK, COLOR: OTAY BROWN OR EQUAL BY ORCO BLOCK
5. ROOF OVERHANG/SOFFIT FINISH – 4" HARDIPLANK T&G DARK BROWN, KYNAR FINISH THRU-OUT, SEE DETAIL 1/A-501
6. ALTERNATING 8"x8"x16" ORCO SPLIT FACE, COLOR: SOUR DOUGH OR EQUAL
7. ALTERNATING 4"x8"x16" ORCO, COLOR: SOURDOUGH OR EQUAL
8. OPERABLE SLIDING WINDOW (HALF VENTED PANEL WITH 1 SLIDING PANEL, HV) (1)
9. COACH'S VIEWING LEVEL BEYOND
10. 8"x8"x16" PRECISION BLOCK, COLOR: EQUAL TO OTAY BROWN BY ORCO BLOCK
11. ASPHALT SHINGLES
12. MAN DOOR WITH FACTORY FINISH, SEE MFR SPECIFICATIONS FOR COLOR SPEC
13. 1"x4" HARDIE TRIM
14. TAPERED 2x PER STRUCTURAL DRAWINGS
15. 4" T&G HARDIE PLANK DARK BROWN KYNAR FINISH
16. 8"x8"x16" ORCO SPLIT FACE, COLOR: SOUR DOUGH OR EQUAL

LEGEND:

- 8"x8"x16" ORCO 202 SCORED SPLIT FACE, COLOR: SOURDOUGH
- ALTERNATING 8"x8"x16" ORCO SPLIT FACE, COLOR: SOUR DOUGH OR EQUAL
- 4"x8"x16" PRECISION BLOCK, COLOR: EQUAL TO OTAY BROWN BY ORCO BLOCK
- 8"x8"x16" PRECISION BLOCK, COLOR: EQUAL TO OTAY BROWN BY ORCO BLOCK

NOTE:

1. SEE SHEET A-101, DOORS AND WINDOW TYPE

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owner approval

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	00/00/00	--

revisions/addenda

mark	date	comment
A	03/31/25	ADDENDUM NO.1

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project information

PROJECT NO:	2200069B.RA
DWG FILE:	A-201.DWG
DRAWN BY:	RD/MC
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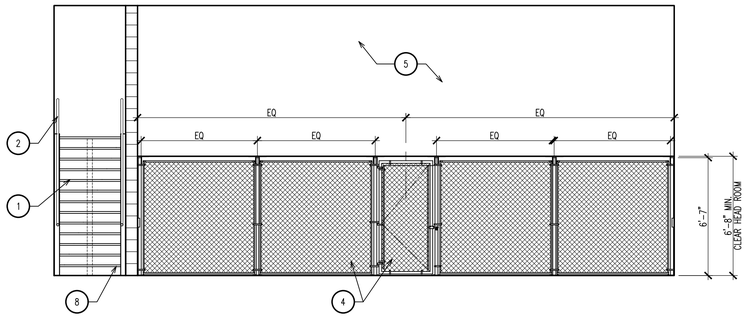
sheet name

EXTERIOR BUILDING ELEVATIONS

sheet number

A-201

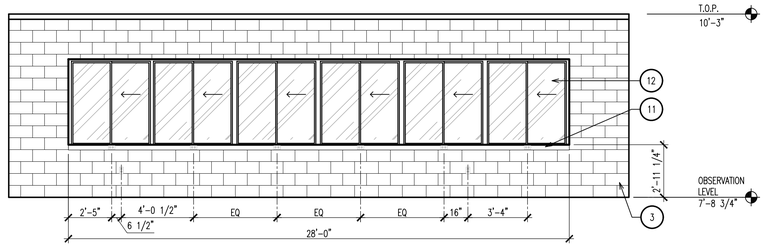
SHEET #### OF XX SHEETS



INTERIOR ELEVATION – STORAGE AREA

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

1



INTERIOR ELEVATION – COACH'S VIEWING AREA

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

2D

KEY NOTES: (X)

1. WOOD STAIR, SEE A/502
2. STEEL HANDRAIL, SEE DETAILS 1/A-502 & 2/A-502
3. 8"x8"x16" ORCO SPLIT FACE, COLOR: SOUR DOUGH OR EQUAL
4. FULL HEIGHT CHAIN LINK FENCE PER STR WITH A 3'-0" ACCESS GATE WITH LOCK
5. GYPSUM BOARD, PAINT
6. STANDARD CMU WALL PER PLAN
7. STAIR HANDRAIL, SEE DETAIL 2/A-502
8. WOOD STAIRS, SEE DETAILS 3 & 4/A-502
9. SLAB ON GRADE PER STRUCTURAL DRAWINGS
10. (3) 4x STRINGERS PER STRUCTURAL DRAWINGS
11. WALL RECEPTACLES PER ELECTRICAL DRAWINGS
12. OPERABLE SLIDING WINDOW, TEMPERED GLAZING (HALF VENT FIXED PANEL WITH 1 SLIDING HV) 1

PROJECT NOTES & LEGENDS

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project information

PROJECT NO:	2200069B.RA
DWG FILE:	A-401.DWG
DRAWN BY:	RD/MC
CHECKED BY:	GWM
DRAWING SCALE:	1/4" = 1'-0"
DATE:	03/31/2025

sheet name

INTERIOR ELEVATIONS

sheet number

A-401

SHEET #### OF XX SHEETS

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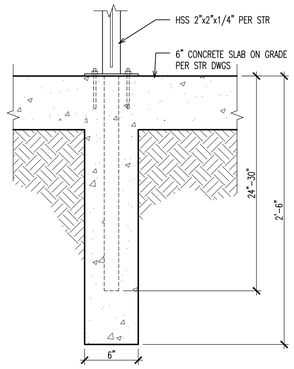
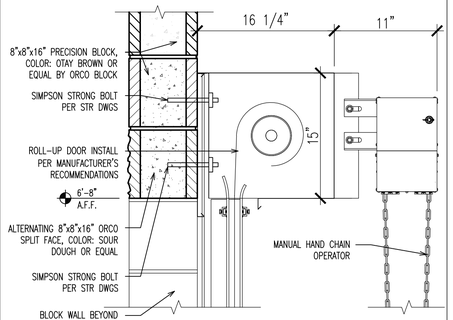
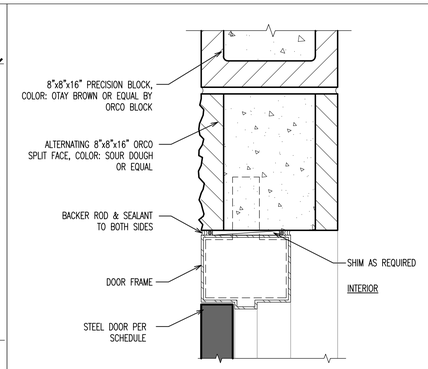


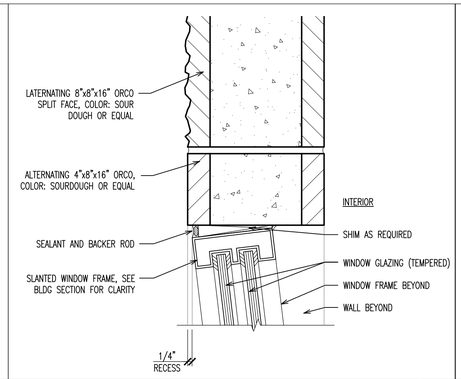
CHAIN LINK POST DETAIL SCALE: 1 1/2" = 1'-0" 17



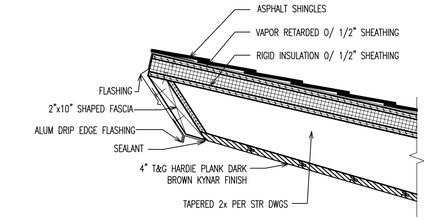
OVERHEAD DOOR HEAD SCALE: 1" = 1'-0" 13



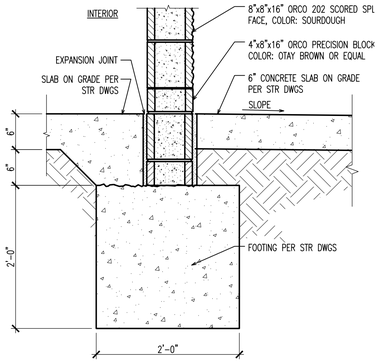
METAL DOOR EXTERIOR HEAD DETAIL SCALE: 3" = 1'-0" 9



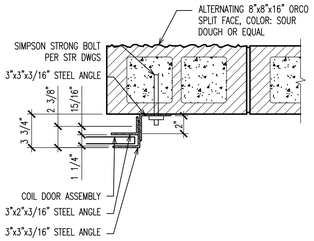
WINDOW HEAD DETAIL SCALE: 3" = 1'-0" 5



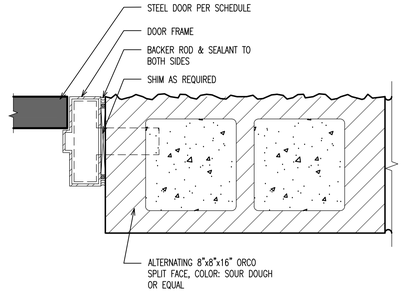
ROOF OVERHANG DETAIL SCALE: 1 1/2" = 1'-0" 1



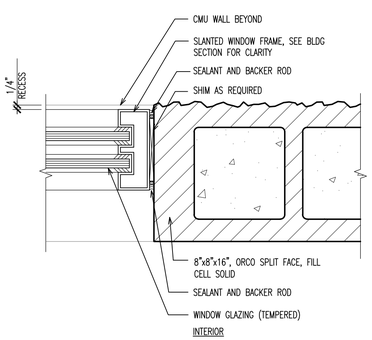
FOOTING DETAIL SCALE: 1" = 1'-0" 18



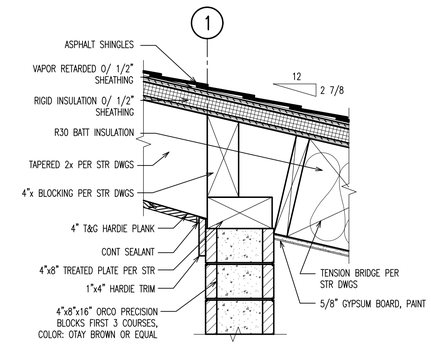
OVERHEAD DOOR JAMB SCALE: 1 1/2" = 1'-0" 14



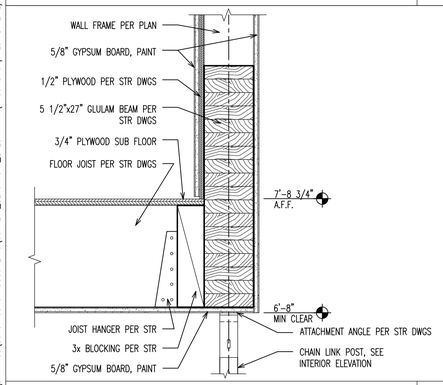
METAL DOOR EXTERIOR JAMB DETAIL SCALE: 3" = 1'-0" 10



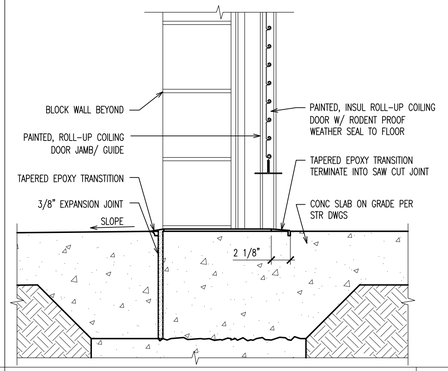
WINDOW JAMB DETAIL SCALE: 3" = 1'-0" 6



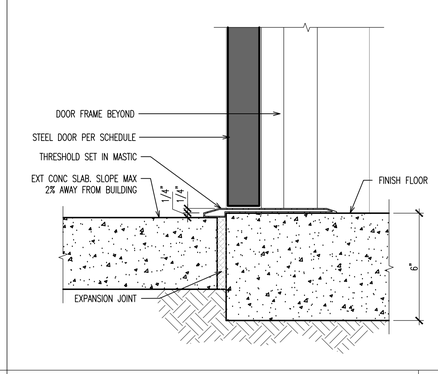
WALL TO ROOF CONNECTION SCALE: 1 1/2" = 1'-0" 2



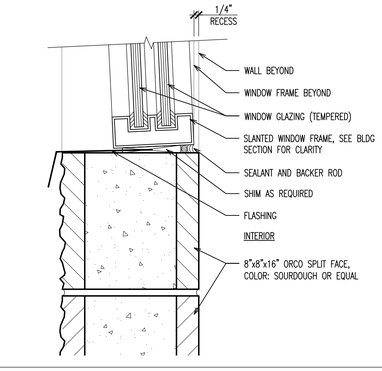
FLOOR DETAIL SCALE: 1 1/2" = 1'-0" 19



OVERHAD DOOR THRESHOLD SCALE: 1" = 1'-0" 15



METAL DOOR EXTERIOR SILL DETAIL SCALE: 3" = 1'-0" 11



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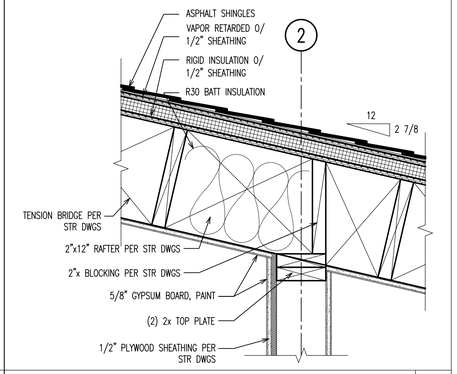

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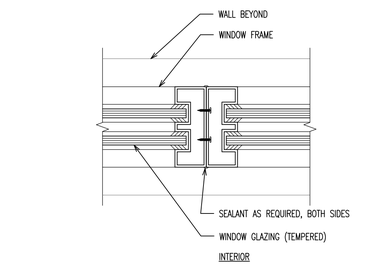
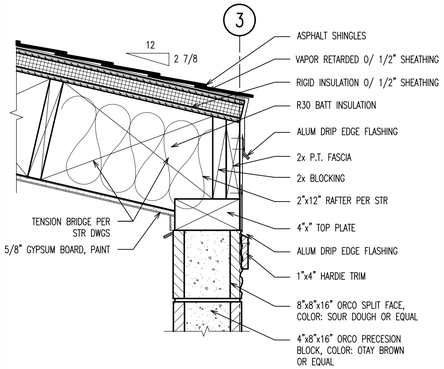


WINDOW JAMB CONNECTION DETAIL SCALE: 3" = 1'-0" 8



ROOF OVERHANG SCALE: 1 1/2" = 1'-0" 4

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owner approval

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revisions/addenda

mark	date	comment
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project information

PROJECT NO:	2200069B.RA
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DRAWING SCALE:	AS NOTED
DATE:	02/07/2025

sheet name

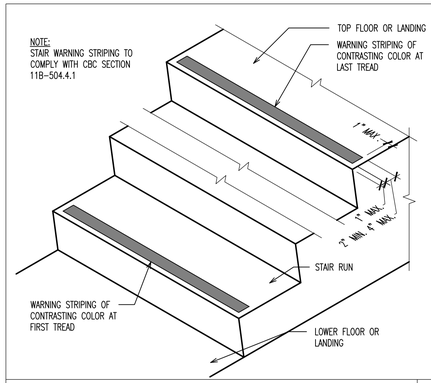
DETAILS

sheet number

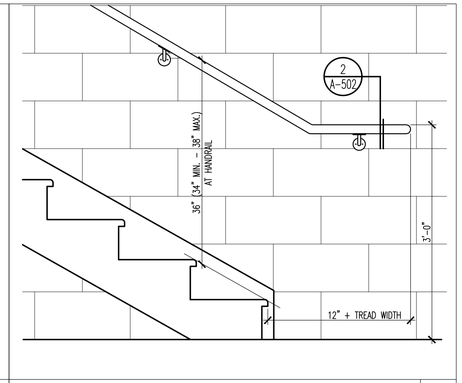
A-501

SHEET #### OF XX SHEETS

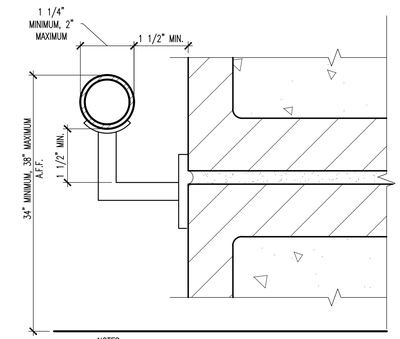
DRAWING NAME: Z:\PROJECTS\2022 PROJECTS\REDLANDS CRAFTON PARK FOOTBALL FIELD IMPROVEMENTS 2200069.RA\DRAWINGS\CONSTRUCTION DOCUMENTS\CURRENT_BERGAMONT_LIVEOAKPARK\A-502.DWG | PLOT DATE: 2/10/2025 3:03 PM | PLOTTED BY: RALPH DELGADO | COPYRIGHT 2016 MILLER ARCHITECTURAL CORPORATION ALL RIGHTS RESERVED



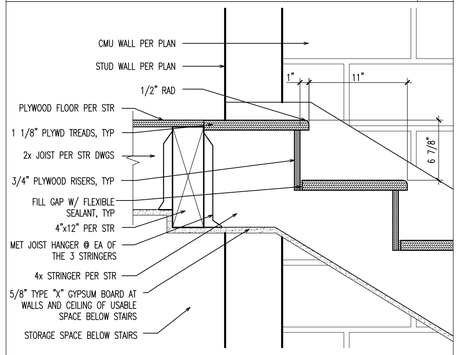
INTERIOR STAIR WARNING STRIP SCALE: 1" = 1'-0" 5



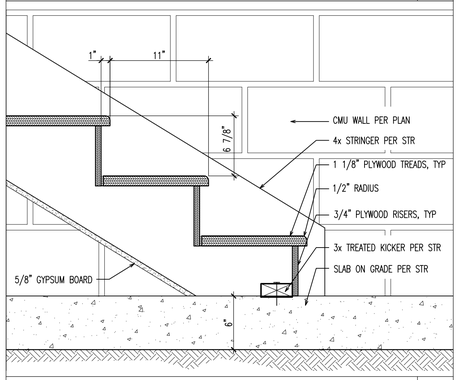
WALL MOUNTED HANDRAIL SCALE: 1" = 1'-0" 1



MINIMUM HANDRAIL DIMENSIONS SCALE: 6" = 1'-0" 2



TOP OF STAIR AT OBSERVATION DECK SCALE: N.T.S. 3



STAIR BOTTOM AT LANDING SCALE: N.T.S. 4

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CROW'S NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

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project information

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DETAILS

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A-502

SHEET #### OF XX SHEETS

DRAWING NAME: F:_2024\24159 - BERGAMOT LIVE OAK - MILLER\E_FRONT.DWG | PLOT DATE: 2/10/2025 3:25 PM | PLOTTED BY: CHRISTINA LOPEZ | COPYRIGHT 2016 MILLER ARCHITECTURAL CORPORATION ALL RIGHTS RESERVED

ABBREVIATIONS

A	AMPERE
AF	AMPERE FRAME RATING (CIRCUIT BREAKER)
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AFU	AMPERE FUSE RATING (FUSE)
AIC	AMPERE INTERRUPTING CAPACITY
AS	AMPERE SWITCH RATING (FUSE)
AT	AMPERE TRIP RATING (CIRCUIT BREAKER)
AWG	AMERICAN WIRE GAUGE
BKBD	BACKBOARD
BLDG	BUILDING
BKR	BREAKER
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CFSD	COMBINATION FIRE SMOKE DAMPER
CO	CONDUIT ONLY
CONC	CONCRETE
CT	CURRENT TRANSFORMER
CU	COPPER
CL	CENTERLINE
DISC	DISCONNECT
DSBN	DISTRIBUTION SECTION
DN	DOWN
DWG	DRAWING
EA	EACH
EC	ELECTRICAL CONTRACTOR
EM	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
EXIST, (E)	EXISTING
EXO	EXTERNAL OPERABLE DISCONNECT
F	FUSE
FA	FIRE ALARM
FACP	FIRE ALARM CONTROL PANEL
FF	FINISHED FLOOR
FG	FINISHED GRADE
FLA	FULL LOAD CURRENT
FLUOR	FLUORESCENT
GEC	GROUNDING ELECTRODE CONDUCTOR
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFP	GROUND FAULT PROTECTION
GND	GROUND
HOA	HAND-OFF-AUTOMATIC
HP	HORSE POWER
HV	HIGH VOLTAGE
IDF	INTERMEDIATE DISTRIBUTION FRAME
IG	ISOLATED/INSULATED GROUND
INCAND	INCANDESCENT
ISC	SHORT CIRCUIT CURRENT AVAILABLE IN RMS SYMMETRICAL AMPERES
J-BOX	JUNCTION BOX
KCMIL	THOUSAND CIRCULAR MILS
KW	KILOWATT
KV	KILO VOLT
KVA	KILO VOLT-AMPERE
LDC	LOCAL DISTRIBUTION CABINET
LDF	LOCAL DISTRIBUTION FRAME
LCL	LONG CONTINUOUS LOAD
LTG	LIGHTING
LV	LOW VOLTAGE
MFR	MANUFACTURER
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MIN	MINIMUM
MH	MANHOLE / METAL HALIDE
M/M	METER AND MAIN SECTION
MULTI	MULTI-METER SECTION
MV	MEDIUM VOLTAGE
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NEW (N)	NEW, TO BE FURNISHED AND INSTALLED BY CONTRACTOR
NF	NON-FUSED
NIC	NOT IN CONTRACT
N/L	NIGHT LIGHT
NO	NUMBER, NORMALLY OPEN
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
P	POLE
PB	PULL BOX
PF	POWER FACTOR
PNL	PANEL
POC	POINT OF CONNECTION
PP	POWER POLE
PWR	POWER
PVC	POLYVINYL CHLORIDE
QUAD	QUADRUPLEX
QTY	QUANTITY
REQD	REQUIRED
REQMT	REQUIREMENT
RGS	RIGID GALVANIZED STEEL
RMC	RIGID METALLIC CONDUIT
RM	ROOM
RNC	RIGID NONMETALLIC CONDUIT
SHT	SHEET
SN	SOLID NEUTRAL
SPEC	SPECIFICATIONS
SPDT	SINGLE POLE, DOUBLE THROW
SPST	SINGLE POLE, SINGLE THROW
SW	SWITCH
SWBD	SWITCHBOARD
TC	TIME CLOCK
TEL	TELEPHONE
TERM	TERMINAL
TP	TEMPORARY POLE
TYP	TYPICAL
UGPS	UNDERGROUND PULL SECTION
UL	UNDERWRITERS LABORATORY
UPS	UNINTERRUPTIBLE POWER SUPPLY
UON	UNLESS OTHERWISE NOTED
V	VOLT, VOLTAGE
VA	VOLT-AMPERE
VFC	VARIABLE FREQUENCY CONTROLLER
VFD	VARIABLE FREQUENCY DRIVE
W	WATT
WH	WATT-HOUR
WP	WEATHERPROOF
WT	WEATHERTIGHT
WW	WIREWAY
XP	EXPLOSION PROOF
Z	IMPEDANCE
4W	FOUR-WIRE
3W	THREE-WIRE
5S	JUNCTION BOX (4 11/16" SQUARED X2 1/8" DEEP)
Ø	DIAMETER, PHASE
#	NUMBER
°C	DEGREE CELSIUS
(E)	EXISTING DEVICE TO REMAIN
(R)	REMOVE EXISTING DEVICE AND ASSOCIATED CONDUIT AND WIRE
(RL)	REMOVE EXISTING DEVICE AND RELOCATE AS SHOWN ON PLAN
(NL)	NEW LOCATION OF RELOCATED DEVICE

APPLICABLE CODES

1. 2022 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
2. 2022 CALIFORNIA BUILDING CODE (CBC),PART 2, TITLE 24 C.C.R. (IBC WITH AMENDMENTS)
3. 2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R. (NEC WITH AMENDMENTS)
4. 2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R. (UMC WITH AMENDMENTS)
5. 2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R. (UPC WITH AMENDMENTS)
6. 2022 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (IFC WITH AMENDMENTS)
7. 2022 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
8. 2022 TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
9. 2022 CALIFORNIA ENERGY CODE (PART 6, TITLE 24 C.C.R.)
10. 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSG), PART 11, TITLE 24 C.C.R.

GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST CALIFORNIA CODE OF REGULATIONS (CCR), NATIONAL ELECTRICAL CODE EDITION AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
2. ALL PANELS, SWITCHES, ETC. SHALL HAVE SUFFICIENT GUTTER SPACE AND LUGS IN COMPLIANCE TO UL REQUIREMENTS TO ACCOMMODATE CONDUCTORS SHOWN.
3. WHERE WIRE SIZES ARE INDICATED ON PLANS, FOR INDIVIDUAL CIRCUITS, THE WIRE SIZE INDICATED SHALL APPLY TO THE COMPLETE CIRCUIT, UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF MECHANICAL, PLUMBING AND OTHER EQUIPMENT REQUIRING ELECTRICAL CONNECTION PRIOR TO ANY WORK.
5. CONTRACTOR SHALL EXTEND WIRING FROM ALL JUNCTION BOXES, SWITCHES, ETC. AND MAKE FINAL CONNECTION AS REQUIRED TO ALL BUILDING EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS.
6. LOCATION OF LOCAL WALL SWITCHES ARE SUBJECT TO MODIFICATIONS. AT OR NEAR DOORS, INSTALL SWITCHES ON SIDE OPPOSITE TO DOOR HINGE. VERIFY FINAL HINGE LOCATION IN FIELD PRIOR TO ANY WORK.
7. DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED. FOLLOW DRAWINGS IN LAYING OUT WORK AND CHECK DRAWINGS OR OTHER TRADES RELATING TO WORK TO VERIFY SPACE IN WHICH WORK WILL BE INSTALLED. MAINTAIN HEADROOM AND MINIMUM CODE REQUIRED WORKING CLEARANCES AT ALL TIMES.
8. CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL WALL OUTLET BOXES FOR SWITCHES, BELL/STROBES, FIRE ALARM PULL STATIONS. RECEPTACLES ETC. WITH CABINETS, FURNITURE, EQUIPMENT ETC., TO AVOID CONFLICT.
9. FURNISH APPROVED EXPANSION FITTINGS WHERE RACEWAY CROSSES BUILDING EXPANSION JOINTS.
10. FURNISH PULL STRING IN EACH RACEWAY RUN OVER 10' IN LENGTH, IN WHICH PERMANENT WIRING IS NOT INSTALLED.
11. NOT MORE THAN THREE LIGHTING OR CONVENIENCE OUTLET CIRCUITS ARE PERMITTED IN ONE CONDUIT, PROVIDE SEPARATE CONDUIT FOR EACH HOMERUN INDICATED ON THE DRAWING, UNLESS INDICATED OTHERWISE.
12. PROVIDE PULL BOXES WHEREVER NECESSARY TO FACILITATE PULLING OF CONDUCTORS. COORDINATE LOCATIONS OF BOXES WITH OTHER TRADES TO AVOID CONFLICT. PULL BOXES SHALL BE ACCESSIBLE. THE SIZE OF PULL BOX SHALL COMPLY WITH N.E.C. REQUIREMENTS.
13. OUTLET BOXES FOR FIXTURES RECESSED IN HUNG CEILING SHALL BE ACCESSIBLE THROUGH OPENING CREATED BY REMOVAL OF FIXTURES.
14. SEE MECHANICAL AND PLUMBING DRAWINGS AND SPECIFICATION FOR ADDITIONAL CONNECTION REQUIREMENTS TO CONTROL PANELS, CONTROL TRANSFORMERS, POWER FOR CONTROL SYSTEM EP AND PE SWITCHES, TIME CLOCKS, VALVES, STATS, RELAYS, DUCT SMOKE DETECTOR LOCATIONS, ETC. INDICATED ON CONTROL WIRING DIAGRAMS. ELECTRICAL CONTRACTOR SHALL VERIFY FINAL CONTROL WIRING REQUIREMENTS WITH MECHANICAL AND PLUMBING CONTRACTORS PRIOR TO ANY WORK AND PROVIDE ALL NECESSARY DEVICES AND CONNECTIONS AS REQUIRED.
15. ALL EXTERIOR ELECTRICAL DEVICES AND EQUIPMENT INCLUDING THOSE THAT ARE EXPOSED TO OUTSIDE ENVIRONMENT (UP TO 16') SHALL BE WEATHERPROOF TYPE, NEMA 3R.
16. NO CONDUIT RUNS SHALL BE ALLOWED IN CONCRETE SLABS. ALL CONDUITS WILL BE PLACED ABOVE ACCESSIBLE CEILING SPACES UNLESS SPECIFICALLY INDICATED TO BE UNDERGROUND.
17. LIGHTING, POWER, TELEPHONE AND COMMUNICATIONS OUTLETS SHALL NOT BE PLACED BACK-TO-BACK.
18. WHERE MORE THAN ONE LIGHT SWITCH OCCURS AT SAME LOCATION, SWITCHES SHALL BE MOUNTED IN A MULTIPLE GANG BOX UNDER A SINGLE COVER PLATE. PLATES WITH MORE THAN (3) LIGHT SWITCHES SHALL BE LABELED TO INDICATE THE LIGHT FIXTURES CONTROLLED.
19. DISCONNECT SWITCHES SHALL BE MOUNTED ON INDIVIDUAL SUPPORTS, OR OTHERWISE DIRECTLY ON EQUIPMENT, PROVIDED NO MODIFICATION TO EQUIPMENT IS NECESSARY.
20. ALL ELECTRICAL POWER LIGHTING, TELEPHONE OR SIGNAL WIRING IN FIRE RATED WALL IS TO BE INSTALLED IN A METALLIC CONDUIT SYSTEM.
21. ALL ELECTRIC MATERIAL SHALL BE LISTED BY "UL" FOR THE TYPE OF APPLICATION AND "UL" LABEL SHALL APPEAR ON ALL ELECTRICAL EQUIPMENT.
22. CONTACT UTILITY COMPANIES FOR SCOPE OF WORK PRIOR TO SUBMITTING BID; INCLUDE UTILITY CHARGES IF ANY.
23. ALL DISTRIBUTION AND CONTROL EQUIPMENT (SUCH AS CB's, SWITCHES, CONTACTORS, ETC.), TERMINATIONS SHALL BE FULLY RATED PER UL AS FOLLOWS:

    a. 125A OR LESS : 60°C OR MORE;
    b. MORE THAN 125A : 75°C OR MORE.
24. CONDUCTORS SHALL HAVE UNDERWRITER'S LABORATORIES, INC.(UL) LISTED, 600 VOLT INSULATION OF TYPE SPECIFIED BELOW OR ELSEWHERE IN THE SPECIFICATIONS. CONDUCTORS SHALL BE COPPER.

    1. BRANCH CIRCUITS - LIGHTING AND POWER.

    a. #10 AWG AND SMALLER, SOLID WIRE TYPE THW OR THHN/THWN, THHW(THHN FOR DRY LOCATION ONLY).
    b. #8 AWG TO #2 AWG, STRANDED TYPE THW OR THHN/THHW.
    c. #1 AWG AND LARGER, STRANDED TYPE XHHW.

    2. FEEDERS : TYPE THW OR THHN/THWN, OR XHHW.
25. PROVIDE GREEN INSULATED GROUNDING CONDUCTOR IN EACH RACEWAY INCLUDING CONDUITS, PLUG STRIPS, WIREMOLD. SIZE OF GROUNDING SHALL BE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE ARTICLE 250.
26. WIRING METHOD SHALL BE EMT ABOVE GROUND AND MOUNTED IN CONCEALED SPACES (UNLESS APPROVED OTHERWISE) AND SCHEDULE-40 PVC FOR UNDERGROUND INSTALLATION UNLESS NOTED OTHERWISE.
27. PROVIDE 110V OUTLET, CFL LIGHT & SWITCH FOR LIGHT @ FAU IN ATTIC.
28. ELECTRICAL CONTRACTOR SHALL PROVIDE CIRCUIT DIRECTORY ON THE INSIDE OF EACH PANEL DOOR. INSTALL NAME PLATES FOR ALL DISCONNECT SWITCHES AND PANEL BOARDS.
29. ALL WIRING MUST BE IN CONDUIT NO CONDUIT IS TO RUN IN DUCTWORK. ALL ELECTRICAL EQUIPMENT EXPOSED TO WEATHER SHALL BE WEATHERPROOF. ELECTRICAL SYSTEM SHALL MAINTAIN CONTINUOUS GROUND.
30. ALL CORE BORING, TRENCHING AND PATCHING OF THE CONCRETE FLOOR SLAB SHALL BE BY GENERAL CONTRACTOR.
31. ALL CUTTING AND PATCHING OF THE ROOF SHALL BE DONE BY THE GENERAL CONTRACTOR IN COORDINATION WITH LANDLORD.
32. PROVIDE NON-SWITCHED 'HOT' POWER WIRE TO BATTERY PACK CHARGING/SENSOR IN ALL EMERGENCY FIXTURES.
33. ELECTRICAL SWITCHES - CONTROLS AND SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF A ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES OR COOLING, HEATING, AND VENTILATION EQUIPMENT, SHALL COMPLY WITH CBC-11B-308 EXCEPT THE LOW REACH SHALL BE MEASURE AT THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX [CBC-11B-308.1.1]
34. ELECTRICAL RECEPTACLE OUTLETS - ELECTRICAL RECEPTACLE OUTLETS ON BRANCH CIRCUITS OF 30 AMPERES OR LESS AND COMMUNICATION SYSTEM RECEPTACLES SHALL COMPLY WITH CBC-11B-308 EXCEPT THE LOW REACH SHA;LL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX. [CBC-11B-308.1.2]

SYMBOL LEGEND

	DUPLEX RECEPTACLE OUTLET, CONVENIENCE. (20 AMPS, 125 VOLTS) MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N.
	DOUBLE DUPLEX RECEPTACLE OUTLET, CONVENIENCE. (20 AMPS, 125 VOLTS) MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N.
	DUPLEX RECEPTACLE OUTLET, CONVENIENCE. (20 AMPS, 125 VOLTS, GFCI TYPE) MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N.
	DUPLEX RECEPTACLE OUTLET, CONVENIENCE. (20 AMPS, 125 VOLTS) WITH MOUNTING HEIGHT HORIZONTALLY ABOVE COUNTER TOP PER ARCHITECTURAL PLANS OR APPROVAL.
	DUPLEX RECEPTACLE OUTLET, CONVENIENCE. (20 AMPS, 125 VOLTS, GFCI TYPE) WITH MOUNTING HEIGHT HORIZONTALLY ABOVE COUNTER TOP PER ARCHITECTURAL PLANS OR APPROVAL.
	CA TITLE 24 COMPLIANT DUPLEX RECEPTACLE OUTLET, HALF-CONTROLLED, CONVENIENCE, WITH PERMANENT MARKING. (20 AMPS, 125 VOLTS) MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N.
	SIMPLEX RECEPTACLE OUTLET, CONVENIENCE WITH (2)USB PORTS. (20 AMPS, 125 VOLTS) MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N. LEVITON MODEL #T5832.
WP	WEATHERPROOF DUPLEX RECEPTACLE OUTLET, CONVENIENCE. (20 AMPS, 125 VOLTS) MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N.
	DUPLEX RECEPTACLE OUTLET, SINGLE SPLIT-CIRCUIT SWITCHED. (20 AMPS, 125 VOLTS) MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N.
	RECESSED CEILING MOUNTED DUPLEX RECEPTACLE OUTLET, CONVENIENCE. (20 AMPS, 125 VOLTS) U.O.N.
	RECESSED CEILING MOUNTED 'RF' CONTROLLER FOR RECEPTACLE OUTLET
	ABOVE CEILING, CONCEALED, JUNCTION BOX, WITH COVER, PER NATIONAL ELECTRICAL CODE (NEC) TABLE 314.16(A)/(B), 4" SQUARE DEEP, WITH PLASTER RING.
	RECESSED WALL MOUNTED JUNCTION BOX, WITH COVER, PER NATIONAL ELECTRICAL CODE (NEC) TABLE 314.16(A)/(B), 4" SQUARE DEEP, WITH PLASTER RING.
	DUPLEX RECEPTACLE, FLUSH IN FLOOR, WATERTIGHT JUNCTION BOX (HINGED BRASS COVER: 20 AMP, 120 VOLT, 2-POLE, 3-WIRE) U.O.N.
	DOUBLE DUPLEX RECEPTACLE, FLUSH IN FLOOR, WATERTIGHT JUNCTION BOX (20 AMP, 120 VOLT, 2-POLE, 3-WIRE) U.O.N.
L5–30R	SPECIALTY OUTLET. VERIFY NEMA CONFIGURATION AS NOTED ON PLANS.
OR	BRANCH PANELBOARD, WALL MOUNTED, SEE PLANS AND SCHEDULE. (SURFACE MOUNTED)
	BRANCH PANELBOARD, WALL MOUNTED, SEE PLANS AND SCHEDULE. (RECESSED MOUNTED)
	MAIN SWITCHBOARD, POWER OR LIGHT, FLOOR STANDING ENCLOSURE, (SEE SINGLE LINE DIAGRAM AND LOAD SUMMARY)
F	DISCONNECT SWITCH H.P. RATED 600 VOLTS RATED. "F" INDICATES FUSE TYPE. FUSES PER APPROVED MANUFACTURERS SHOP DRAWINGS.
	CONDUIT CONCEALED IN OR UNDER FLOOR, COORDINATE WITH G.C.: OR, BURIAL CONDUIT UNDERGROUND IN SCHEDULE - 40 PVC UNLESS NOTED OTHERWISE. VERIFY DEPTH AND TRENCHING WITH G.C.
PR	ELECTRICAL UTILITY PRIMARY
SC	ELECTRICAL UTILITY SECONDARY
T	UTILITY TELEPHONE
A–1,3	HOMERUN TO CIRCUITS #1 AND #3 IN PANEL "A". (CROSSMARKS INDICATE NUMBER OF PHASES AND NEUTRAL. PROVIDE GROUND WIRE.)
	EXISTING (DASH INDICATES) ELECTRICAL EQUIPMENT
	TELEPHONE BACKBOARD 2'X4'X3/4" PLYWOOD. PROVIDE 2" CONDUIT TO TELEPHONE POC.
	MOLDED CASE CIRCUIT BREAKER
	SWITCH AND FUSE ASSEMBLY
	UTILITY COMPANY PULL SECTION LUGS
	COMBINATION TELEPHONE & DATA OUTLET BOX 4S, MOUNTED +15" A.F.F. TO BOTTOM OF DEVICE U.O.N. STUB 3/4" C.O. 6" ABOVE CEILING SPACE, PROVIDE BUSHING AND PULL WIRE. IF INSTALLED IN AREA WITH EXPOSED STRUCTURE ABOVE OR HARD LID CEILING, PROVIDE 3/4" C.O. BACK TO LOCATION OF NEAREST IDF/MDF, COMMUNICATIONS CABINET, OR TELEPHONE BACKBOARD.
S3ab	SWITCH, SINGLE POLE 20A. MOUNTED 48" A.F.F. TO TOP OF DEVICE. SUBSCRIPTS INDICATE THE FOLLOWING: M - MOTOR RATED K - KEY OPERATED 3 - THREE WAY D - DIMMER SWITCH W/ADDITONAL TOGGLE FUNCTION FOR FAN 4 - FOUR WAY T - TIMED SWITCH a, b, c, ETC. - DESIGNATES SWITCH-LEGS CONTROLLED AND QUANTITY OF SWITCHES AT EACH LOCATION.
	OCCUPANCY SENSOR, DUAL-TECHNOLOGY, SURFACE CEILING MOUNTED. WATT STOPPER MODEL #DT-300 OR LEVITON MODEL #OSC20-M0W. PROVIDE WITH POWER PACK(S) AS REQUIRED.
	DUAL TECHNOLOGY OCCUPANCY SENSOR, SURFACE WALL MOUNTED 180° U.O.N. LEVITON MODEL #OSSMT-GD (FOR SINGLE POLE SWITCHING) & LEVITON MODEL #OSSMD-GD FOR (DUAL SWITCHING)
	LOW-VOLTAGE DIMMER SWITCH. MOUNTED 48" A.F.F. TO TOP OF DEVICE. a, b, c, ETC. - DESIGNATES SWITCH-LEGS CONTROLLED AND QUANTITY OF SWITCHES AT EACH LOCATION.
	LOW-VOLTAGE OCCUPANCY SENSOR, DUAL-TECHNOLOGY, SURFACE CEILING MOUNTED INTERCONNECTED TO NETWORK LIGHTING CONTROLS.
	CEILING MOUNTED DIGITAL ROOM CONTROLLER INTERCONNECTED TO NETWORK LIGHTING CONTROLS.
L# / 5	L# — FIXTURE TYPE 5 — FIXTURE WATTAGE

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owner approval

initials	date	phase
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revisions/addenda

mark	date	comment
A	00/00/00	--
B		
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ELECTRICAL SYMBOLS AND LEGENDS

sheet number

E-001

SHEET OF XX SHEETS

600V FEEDER SCHEDULE 1Ø 2W

LABEL	TYPE	SETS	PHASE	NEUTRAL	GROUND	CONDUIT
20-S	20A-2W	1	2 # 12	N/A	1 # 12	3/4"
30-S	30A-2W	1	2 # 10	N/A	1 # 10	3/4"
40-S	40A-2W	1	2 # 8	N/A	1 # 10	1"
50-S	50A-2W	1	2 # 6	N/A	1 # 10	1"
60-S	60A-2W	1	2 # 6	N/A	1 # 10	1"
70-S	70A-2W	1	2 # 4	N/A	1 # 8	1"
80-S	80A-2W	1	2 # 3	N/A	1 # 8	1-1/4"
90-S	90A-2W	1	2 # 2	N/A	1 # 8	1-1/4"
100-S	100A-2W	1	2 # 1	N/A	1 # 8	1-1/4"
125-S	125A-2W	1	2 # 1	N/A	1 # 6	1-1/2"
150-S	150A-2W	1	2 # 1/0	N/A	1 # 6	1-1/2"
175-S	175A-2W	1	2 # 2/0	N/A	1 # 6	2"
200-S	200A-2W	1	2 # 3/0	N/A	1 # 6	2"

NOTE:
ALL CONDUCTOR SIZES ARE BASED ON TYPE THHN COPPER CONDUCTOR UNLESS OTHERWISE NOTED. THE AMPACITY OF CONDUCTORS SHALL BE BASED ON THE TERMINALS NOT TO EXCEED 60°C FOR CONDUCTOR SIZE #14 THROUGH #1 AWG OR 75°C FOR CONDUCTOR SIZE OVER #1 AWG AS PER NEC 110.14(C).

600V FEEDER SCHEDULE 1Ø 3W

LABEL	TYPE	SETS	PHASE	NEUTRAL	GROUND	CONDUIT
20-B	20A-3W	1	2 # 12	1 # 12	1 # 12	3/4"
30-B	30A-3W	1	2 # 10	1 # 10	1 # 10	3/4"
40-B	40A-3W	1	2 # 8	1 # 10	1 # 10	1"
50-B	50A-3W	1	2 # 6	1 # 6	1 # 10	1"
60-B	60A-3W	1	2 # 6	1 # 6	1 # 10	1"
70-B	70A-3W	1	2 # 4	1 # 4	1 # 8	1-1/4"
80-B	80A-3W	1	2 # 3	1 # 3	1 # 8	1-1/4"
90-B	90A-3W	1	2 # 2	1 # 2	1 # 8	1-1/4"
100-B	100A-3W	1	2 # 1	1 # 1	1 # 8	1-1/2"
125-B	125A-3W	1	2 # 1	1 # 1	1 # 6	1-1/2"
150-B	150A-3W	1	2 # 1/0	1 # 1/0	1 # 6	1-1/2"
175-B	175A-3W	1	2 # 2/0	1 # 2/0	1 # 6	2"
200-B	200A-3W	1	2 # 3/0	1 # 3/0	1 # 6	2"

NOTE:
ALL CONDUCTOR SIZES ARE BASED ON TYPE THHN COPPER CONDUCTOR UNLESS OTHERWISE NOTED. THE AMPACITY OF CONDUCTORS SHALL BE BASED ON THE TERMINALS NOT TO EXCEED 60°C FOR CONDUCTOR SIZE #14 THROUGH #1 AWG OR 75°C FOR CONDUCTOR SIZE OVER #1 AWG AS PER NEC 110.14(C).

G.E.C. SCHEDULE

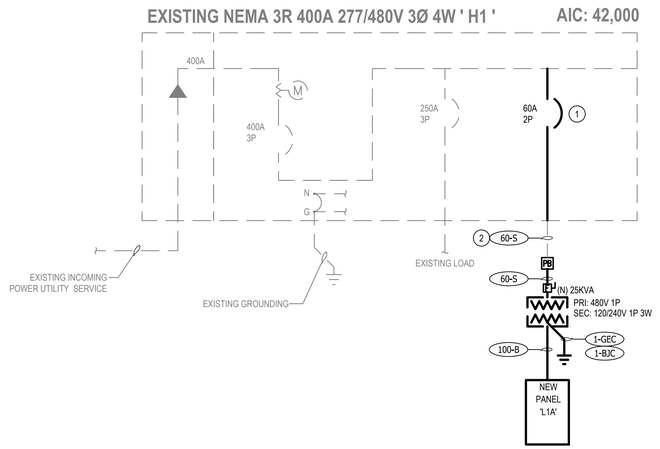
LABEL	SERVICE/O.C.P.D.	CONDUCTOR	CONDUIT
1-GEC	60A-100A	#6	3/4"
2-GEC	110A-200A	#4	1"
3-GEC	225A-400A	#1/0	1"
4-GEC	> 400A	#3/0	1-1/4"

NOTE:
ALL GROUNDING ELECTRODE CONDUCTOR SIZES ARE BASED ON BARE COPPER CONDUCTOR UNLESS OTHERWISE NOTED AND SIZE PER CEC TABLE 250.66.

BONDING CONDUCTOR SCHEDULE

LABEL	SERVICE/O.C.P.D.	CONDUCTOR
BJC	30A-60A	#8
1-BJC	70A-100A	#6
2-BJC	125A-200A	#4
4-BJC	225A-400A	#1/0
6-BJC	450A-600A	#3/0
8-BJC	800A	#4/0
10-BJC	1000A	#4/0
12-BJC	1200A	#250 KCM
16-BJC	1600A	#300 KCM
20-BJC	2000A	#400 KCM
25-BJC	2500A	#500 KCM
30-BJC	3000A	#600 KCM
40-BJC	4000A	#750 KCM

NOTE:
ALL MAIN/SYSTEM/SUPPLY SIDE BONDING JUMPER CONDUCTOR SIZES ARE BASED ON TYPE BARE COPPER CONDUCTOR UNLESS OTHERWISE NOTED AND SIZED PER CEC TABLE 250.102(C)(1).



LOAD SUMMARY EXISTING MAIN SWITCHBOARD ' H1 '		LOAD VA	LOAD AMPS
1	EXISTING LOAD* (KW)	114714	138
2	NEW PANEL ' DOH '	7288	9
3	SPACE		0
4	SPACE		0
5	SPACE		0
6	SPACE		0
7	SPACE		0
8	SPACE		0
TOTAL LOAD INCLUDING NEC DEMAND FACTORS: 480Y/277V 3PH 4W		122002	147
NEW SWITCHBOARD RATED:			250

*EXISTING LOAD BASED ON AS BUILTS

MOUNTING: SURFACE
FED FROM: MSA
NEMA: 1
AIC RATING: 22,000

PANEL
L1A
(NEW)
LOCATION: STORAGE

VOLTAGE: 120/240V 1PH 3W
BUS: 100 A
MAIN: 100 A
FEEDER: 100 -Y

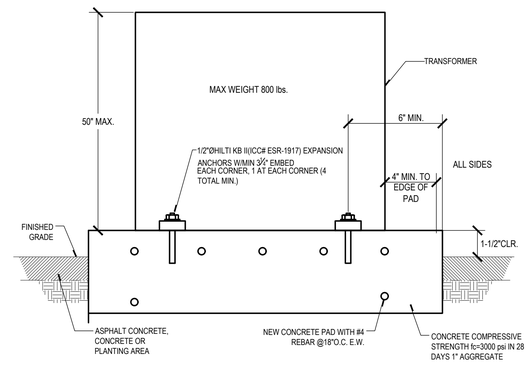
NOTE	DESCRIPTION	A	B	TYPE	POLE	AMP	AWG/PH	LENGTH	V.D. %		PHASE		V.D. %	LENGTH	AWG/PH	AMP	POLE	TYPE	A	B	DESCRIPTION	NOTE
	SPACE									1	A -	2	0.50	20	#12	20	1	R	900		RECEPTS - STORAGE	
	LIGHTING		864	L	1	20	#12	30	0.72	3	- B	4	0.80	40	#12	20	1	R		720	RECEPTS - VIEWING AREA	
	WALL HEATER H-1	1000		C	1	20	#12	20	0.56	5	A -	6	0.44	30	#12	20	1	N	528		EF-1	
	WALL HEATER H-2		1000	C	1	20	#12	20	0.56	7	- B	8	0.84	30	#12	20	1	M		1008	EF-2	
	WALL HEATER H-3	1000		C	1	20	#12	20	0.56	9	A -	10	0.07	10	#12	20	1	L	268		EXTERIOR RECEPTACLE/LTG	
	SPACE									11	- B	12									SPACE	
	SPACE									13	A -	14									SPACE	
	SPACE									15	- B	16									SPACE	
	SPACE									17	A -	18									SPACE	
	SPACE									19	- B	20									SPACE	
	SPACE									21	A -	22									SPACE	
	SPACE									23	- B	24									SPACE	
	SPACE									25	A -	26									SPACE	
	SPACE									27	- B	28									SPACE	
	SPACE									29	A -	30									SPACE	
	SPACE									31	- B	32									SPACE	
	SPACE									33	A -	34									SPACE	
	SPACE									35	- B	36									SPACE	
	SPACE									37	A -	38									SPACE	
	SPACE									39	- B	40									SPACE	
	SPACE									41	A -	42									SPACE	
	SUBTOTALS	2000	1864																1696	1728		

CEC LOAD CALC:	CONNECTED	DEM. FACT.	DEM. VA	DEMAND AMPS
LOAD TYPE	VA			
(L) LIGHTING	1132	1.25	1415	6
(R) RECEPTACLE	1620	220.44	1620	7
(M) MOTOR	1008	1.25	1260	5
LARGEST MOTOR		0.25	0	0
(C) CONTINUOUS	3000	1.25	3750	16
(N) NON-CONTINUOUS	528	1.00	528	2
(K) KITCHEN (NEC 220.56)	0	0.65	0	0
(S) SPECIAL DEMAND	0	1.00	0	0
TOTALS	7288		8573	

SUBTOTALS:	PHASE
3696 VA	A
3592 VA	B
7288 VA	TOTAL
31	AMPS

NOTES:

TOTAL AMPS CONNECTED AT 120/240V 1PH 3W WITH LCL 36 A



TRANSFORMER MOUNTING PAD

GENERAL NOTES

1. REFER TO 'GENERAL NOTES' ON ELECTRICAL LEGENDS AND NOTES SHEET FOR WIRING METHODS, MATERIALS, AND REQUIREMENTS.
2. ALL CIRCUIT BREAKERS, PANELBOARDS AND TRANSFORMERS SHALL BE OF THE SAME MANUFACTURER.
3. ALL GROUND CONNECTIONS SHALL BE CADWELD.
4. AVAILABLE FAULT AT SERVICE POINT SHALL BE CONSIDERED AT 65,000 RMS SYM.
5. ALL PANELBOARDS SHALL BE FULLY RATED FOR THE AVAILABLE FAULT UNLESS OTHERWISE NOTED.
6. THE FEEDER LENGTHS SHOWN ON THESE DRAWINGS ARE FOR CALCULATION PURPOSES ONLY AND ARE NOT VALID FOR BIDDING.
7. CONTRACTOR SHALL UPDATE ALL MODIFIED PANEL DIRECTORIES OR CREATE A NEW TYPED DIRECTORY, IF ONE DOES NOT EXIST, IDENTIFYING EACH CIRCUIT AND INSTALLED CIRCUIT LOADS, MOUNTED IN GLASS OR PLASTIC INSIDE DOOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING DIRECTORIES TO INDICATE ALL NEW CIRCUITS AND ACTUAL AREA SERVED WHICH IS NOT NECESSARILY THE DESCRIPTION INDICATED ON THE BID DOCUMENTS. USE A COMPUTER OR TYPEWRITER TO CREATE DIRECTORY; HANDWRITTEN DIRECTORIES ARE NOT ACCEPTABLE.
8. GROUND ALL ELECTRICAL EQUIPMENT, BRANCH CIRCUITS, FEEDERS, PANEL AND DISTRIBUTION BOARDS, ELECTRICAL SERVICES, ETC. PER ADOPTED NEC ARTICLES 250.
9. ALL ELECTRICAL EQUIPMENT (I.E. SWITCHGEAR, TRANSFORMERS, DISTRIBUTION BOARDS, PANELBOARDS, DISCONNECT SWITCHES, ETC.) SHALL BE PROVIDED WITH A PHENOLIC NAMEPLATE WITH ENGRAVED LETTERS PER SPECIFICATIONS. ALL NAMEPLATES SHALL BE FASTENED WITH A MINIMUM OF TWO (2) MACHINE SCREWS. NO SELF ADHESIVE NAMEPLATES ARE ALLOWED.

KEY NOTES

1. PROVIDE NEW CIRCUIT BREAKER IN EXISTING ELECTRICAL SWITCHGEAR. AIC RATING TO MATCH EXISTING.
2. ROUTE NEW FEEDERS IN EXISTING CONDUIT AS SHOWN ON SITE PLAN.

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owner approval

initials	date	phase
	00/00/00	--

revisions/addenda

mark	date	comment
A	00/00/00	--
B		
C		
1		
2		
3		
4		
5		

CROW'S NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

CITY OF REDLANDS
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project information

PROJECT NO:	2200069B.RA
DWG FILE:	E_1LINE.DWG
DRAWN BY:	
CHECKED BY:	
DRAWING SCALE:	
DATE:	11/11/2024

sheet name

SINGLE LINE DIAGRAM

sheet number

E-002

SHEET OF XX SHEETS

DRAWING NAME: F:_2024\24059 - BERGAMOT LIVE OAK - MILLER\E_1LINE.DWG | PLOT DATE: 2/10/2025 3:25 PM | PLOTTED BY: CHRISTINA LOPEZ | COPYRIGHT 2016 MILLER ARCHITECTURAL CORPORATION ALL RIGHTS RESERVED

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.0, 130.1, 140.6 and 141.0(b)2 for indoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)4 for indoor lighting scopes using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.			
Project Name:	Beragmot Live Oak	**Report Page:**	**(Page 1 of 7)**
Project Address:		**Date Prepared:**	11/11/2024

A. GENERAL INFORMATION

01	Project Location (city)	Redlands	04 Total Conditioned Floor Area (ft²)	1,470
02	Climate Zone	10	05 Total Unconditioned Floor Area (ft²)	0
03	Occupancy Types Within Project (select all that apply):		06 # of Stories (Habitable Above Grade)	1

● Auditorium ✦ Warehouse

B. PROJECT SCOPE

This table includes any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.6 / 170.2(e) or 141.0(b)2 / 180.2(b)4 for alterations.

Scope of Work	Conditioned Spaces		Unconditioned Spaces	
01	02	03	04	05
My Project Consists of (check all that apply):	Calculation Method	Area (ft²)	Calculation Method	Area (ft²)
☒ New Lighting System	Area Category Method	1470	Area Category Method	0
☐ New Lighting System - Parking Garage				
Total Area of Work (ft²)	1470		0	

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	Beragmot Live Oak	**Report Page:**	**(Page 2 of 7)**
		Date Prepared:	11/11/2024

C. COMPLIANCE RESULTS

If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per 140.6(b)1 / 170.2(e)	Allowed Lighting Power per 140.6(b) / 170.2(e) (Watts)					Adjusted Lighting Power per 140.6(a) / 170.2(e) (Watts)				Compliance Results
	01	02	03	04	05	06	07		08	09
	Complete Building 140.6(c)1	Area Category 140.6(c)2 / 170.2(e)4	Area Category Additional 140.6(c)2G / 170.2(e)4Av (+)	Tailored 140.6(c)3 / 170.2(e)4B (+)	= **Total Allowed** (Watts)	Total Designed (Watts)	Adjustments: PAF Lighting Control Credits 140.6(a)2 / 170.2(e)1B (-)	=	**Total Adjusted** (Watts) *Includes Adjustments	**05 must be >= 08 140.6 / 170.2(e)**
	(See Table I)	(See Table I)	(See Table J)	(See Table K)		(See Table F)	(See Table P)			
Conditioned		625	0		= 625	≥ 619	0	=	619	COMPLIES
Unconditioned					=	≥		=		
Controls Compliance (See Table H for Details)										COMPLIES
Rated Power Reduction Compliance (See Table Q for Details)										

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	Beragmot Live Oak	**Report Page:**	**(Page 3 of 7)**
		Date Prepared:	11/11/2024

F. INDOOR LIGHTING FIXTURE SCHEDULE

This table includes all planned permanent and portable lighting other than dwelling unit/ hotel/ motel room lighting. Multifamily dwelling unit and hotel/motel room lighting is documented in Table T. If using Table T to document lighting in multifamily common use areas providing shared provisions for living, eating, cooking or sanitation, those luminaires are not included here.

Designed Wattage: Conditioned Spaces

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Modular (Track) Fixture	Small Aperture & Color Change[1]	Watts per luminaire[2]	How is Wattage determined	Total Number of Luminaires	Excluded per 140.6(a)3 / 170.2(e)2C	Design Watts	Field Inspector	
									Pass	Fail
F1/F1E	F1 - Pendant 1x4	No	NA	56	Mfr. Spec	3	No	168	☐	☐
F2/F2E	F2 - Surface 1x4	No	NA	41	Mfr. Spec	11	No	451	☐	☐
Total Designed Watts: CONDITIONED SPACES								619		

[1]*FOOTNOTE: Design Watts for small aperture and color changing luminaires which qualify per 140.6(a)4B / 170.2(e)2D is adjusted to be 75% /80% of their rated wattage. Table F automatically makes this adjustment, the permit applicant should enter full rated wattage in column 05.*

[2]*Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b). Wattage used must be the maximum rated for the luminaire, not the lamp.*

G. MODULAR LIGHTING SYSTEMS

This section does not apply to this project.

H. INDOOR LIGHTING CONTROLS (Not including PAFs)

This table includes lighting controls for conditioned and unconditioned spaces.

Building Level Controls

01	02	03	
		Field Inspector	
		Pass	Fail
Mandatory Demand Response 110.12(c)	Shut-off controls 130.1(c) / 160.5(b)4C	☐	☐
Required >= 4,000W subject to multilevel	Whole Building Auto Time Switch	☐	☐

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	Beragmot Live Oak	**Report Page:**	**(Page 4 of 7)**
		Date Prepared:	11/11/2024

H. INDOOR LIGHTING CONTROLS (Not including PAFs)

Area Level Controls

04	05	06	07	08	09	10	11	12	
Area Description	Complete Building or Area Category Primary Function Area	Manual Area Controls 130.1(a) / 160.5(b)4A	Multi-Level Controls 130.1(b) / 160.5(b)4B	Shut-Off Controls 130.1(c) // 160.5(b)4C	Primary/Sky lit Daylighting 130.1(d) / 160.5(b)4D	Secondary Daylighting 130.1(d) / 160.5(b)4D	Interlocked Systems 140.6(a)1/ 170.2(e)2A	Field Inspector	
								Pass	Fail
					13				
					Plan Sheet Showing Daylit Zones:				

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Each area complying using the Complete Building or Area Category Methods per 140.6(b) are included in this table. Column 06 indicates if additional lighting power allowances per 140.6(c) or adjustments per 140.6(a) are being used .

Conditioned Spaces

01	02	03	04	05	06	
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft²)	Area (ft²)	Allowed Wattage (Watts)	Additional Allowance / Adjustment	
					Area Category	PAF
First Floor	Commercial Industrial Warehouse	0.4	1,100	440	No	No
Second Floor	Audience Seating Area	0.5	370	185	No	No
	TOTALS:		1,470	625	See Tables J, or P for detail	

J. ADDITIONAL ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM

This section does not apply to this project.

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	Beragmot Live Oak	**Report Page:**	**(Page 5 of 7)**
		Date Prepared:	11/11/2024

K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This section does not apply to this project.

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This section does not apply to this project.

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This section does not apply to this project.

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED DECORATIVE /SPECIAL EFFECTS

This section does not apply to this project.

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This section does not apply to this project.

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))

This section does not apply to this project.

Q. RATED POWER REDUCTION COMPLIANCE FOR ONE-FOR-ONE ALTERATIONS

This section does not apply to this project.

R. 80% LIGHTING POWER FOR ALL ALTERATIONS - CONTROLS EXCEPTIONS

This section does not apply to this project.

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	Beragmot Live Oak	**Report Page:**	**(Page 6 of 7)**
		Date Prepared:	11/11/2024

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)

This section does not apply to this project.

T. DWELLING UNIT LIGHTING

This section does not apply to this project.

U. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selections have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-LTI-E - Must be submitted for all buildings

V. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selections have been changed by the permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and any with "-A" in the form name must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

Form/Title	Systems/Spaces To Be Field Verified
NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	Whole Building Time Switch;
NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	Whole Building Demand Response;

STATE OF CALIFORNIA
Indoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE			NRCC-LTI-E
Project Name:	Beragmot Live Oak	**Report Page:**	**(Page 7 of 7)**
Project Address:		**Date Prepared:**	11/11/2024

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Samuel Vela	Documentation Author Signature:
Company: Vela Engineering	Signature Date:
Address: 301 9th Street Suite 109	CEA/ HERS Certification Identification (if applicable): E22860
City/State/Zip: Redlands CA 92374	Phone: 909-358-3244

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Samuel Vela	Responsible Designer Signature:
Company: Vela Engineering	Date Signed: 2024-11-11
Address: 301 9th Street, Ste 103	License: E22860
City/State/Zip: Redlands CA 92374	Phone: 909-281-8100

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	FINISH	LAMP(S)	REMARKS	MFR. & NO.
F1 56	1X4 LED SUSPENDED FIXTURE WITH INTEGRAL 0-10V DIMMING DRIVER.	VERIFY WITH OWNER	LED 4000K. 7407L 56W		HE WILLIAMS NW 4 L54 8 40 RA VBY-2 DIM UNV
F1E 56	1X4 LED SUSPENDED FIXTURE WITH INTEGRAL 0-10V DIMMING DRIVER. PROVIDE WITH 90MIN INTEGRAL EMERGENCY BATTERY BACKUP.	VERIFY WITH OWNER	LED 4000K. 7407L 56W	PROVIDE NECESSARY EMERGENCY BATTERY PACK	HE WILLIAMS NW 4 L54 8 40 RA VBY-2 EM/10WLP DIM UNV
F2 41	1X4 LED SURFACE MOUNT FIXTURE WITH INTEGRAL 0-10V DIMMING DRIVER.	VERIFY WITH OWNER	LED 4000K. 5525L 41W		HE WILLIAMS NW 4 L54 8 40 RA DIM UNV
F2E 41	1X4 LED SURFACE MOUNT FIXTURE WITH INTEGRAL 0-10V DIMMING DRIVER. PROVIDE WITH 90MIN INTEGRAL EMERGENCY BATTERY BACKUP.	VERIFY WITH OWNER	LED 4000K. 5525L 41W	PROVIDE NECESSARY EMERGENCY BATTERY PACK	HE WILLIAMS NW 4 L54 8 40 RA EM/10WLP DIM UNV
F3 5	LED EXIT SIGN WITH EMERGENCY BATTERY PACK	VERIFY WITH OWNER	LED	PROVIDE NECESSARY EMERGENCY BATTERY PACK	LSI LIGHTING EX G U WB WH

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owner approval

initials	date	phase
	00/00/00	--

revisions/addenda

mark	date	comment
A	00/00/00	--
B		
C		
1		
2		
3		
4		
5		

CROW'S NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES
35 CAJON STREET, SUITE 222
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project information

PROJECT NO:	2200069B.RA
DWG FILE:	E_1LINE.DWG
DRAWN BY:	
CHECKED BY:	
DRAWING SCALE:	
DATE:	11/11/2024

sheet name

TITLE 24 COMPLIANCE FORMS

sheet number

E-003

SHEET OF XX SHEETS

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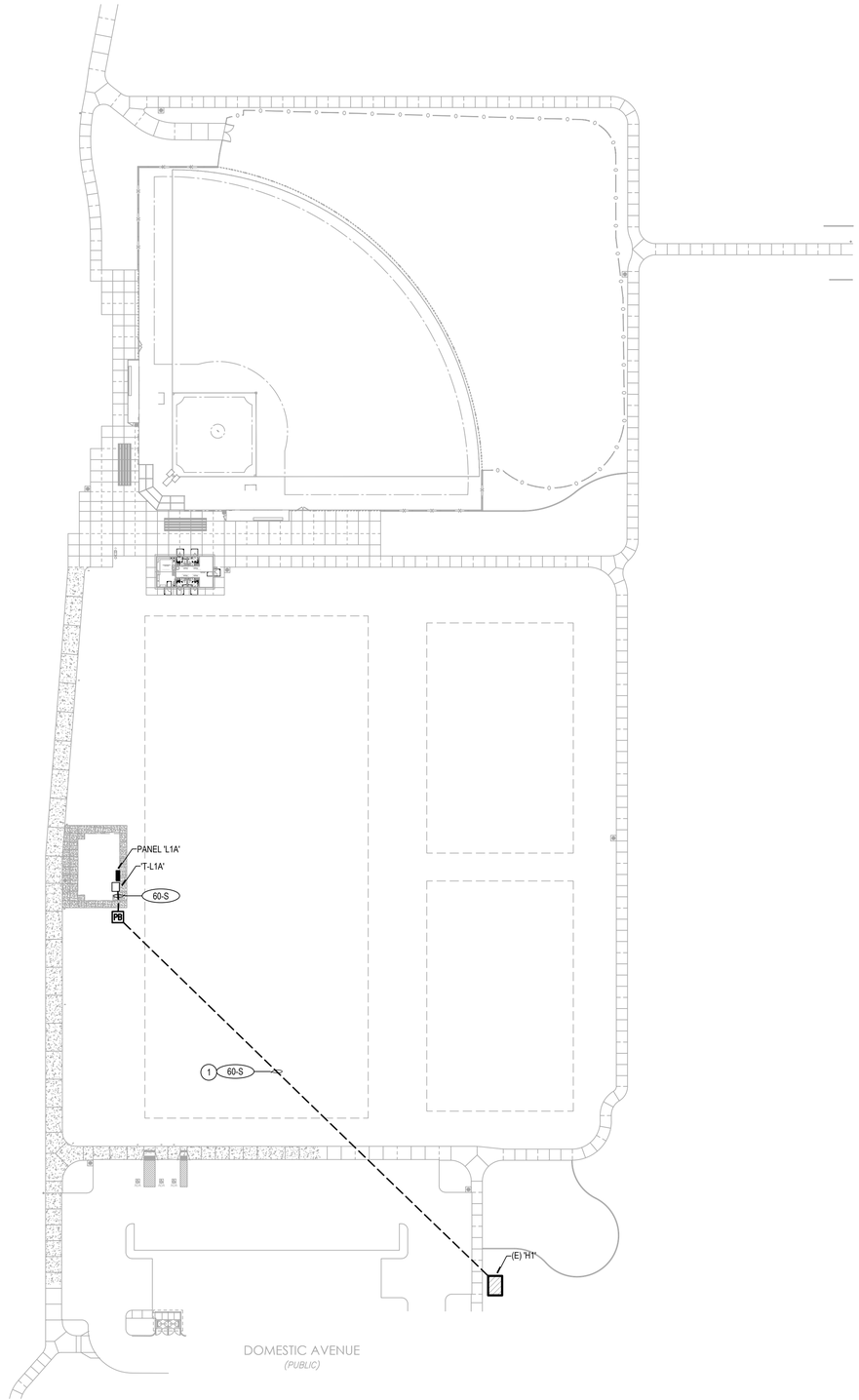

ELECTRICAL SITE PLAN
SCALE: 1" = 50'-0"

NORTH

GENERAL NOTES

1. THE CONTRACTOR SHALL INSPECT AND VERIFY ALL FIELD CONDITIONS PRIOR TO INSTALLATION OF UTILITY SERVICES.
2. COORDINATE TRENCH ROUTING AND EQUIPMENT LOCATIONS WITH EXISTING CONDITIONS AND NEW WORK.
3. ALL SITE BRANCH CIRCUIT WIRING SHALL BE #10 AWG. OR LARGER.
4. ALL SITE UNDERGROUND CONDUIT TO BE 1" MIN. UNLESS OTHERWISE NOTED.

KEY NOTES

(1) ROUTE CONDUCTORS IN EXISTING 2" CONDUIT.

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revisions/addenda

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A	00/00/00	--
B		
C		
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CROW'S NEST 1-STORY BUILDING
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project information

PROJECT NO:	2200069B.RA
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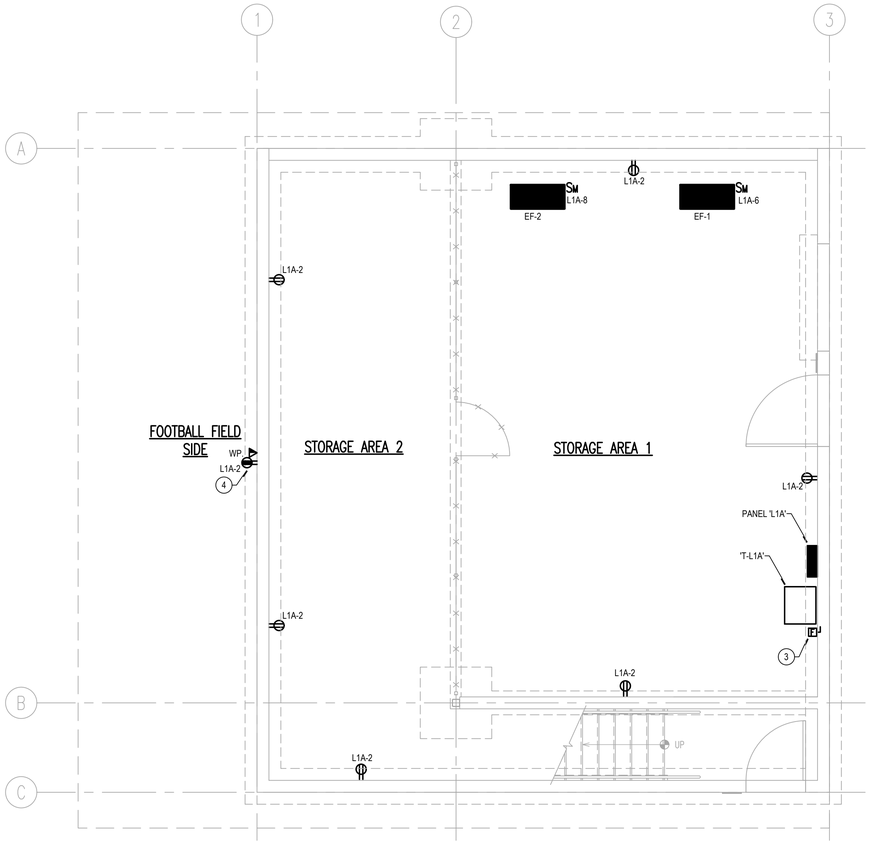
ELECTRICAL
SITE PLAN

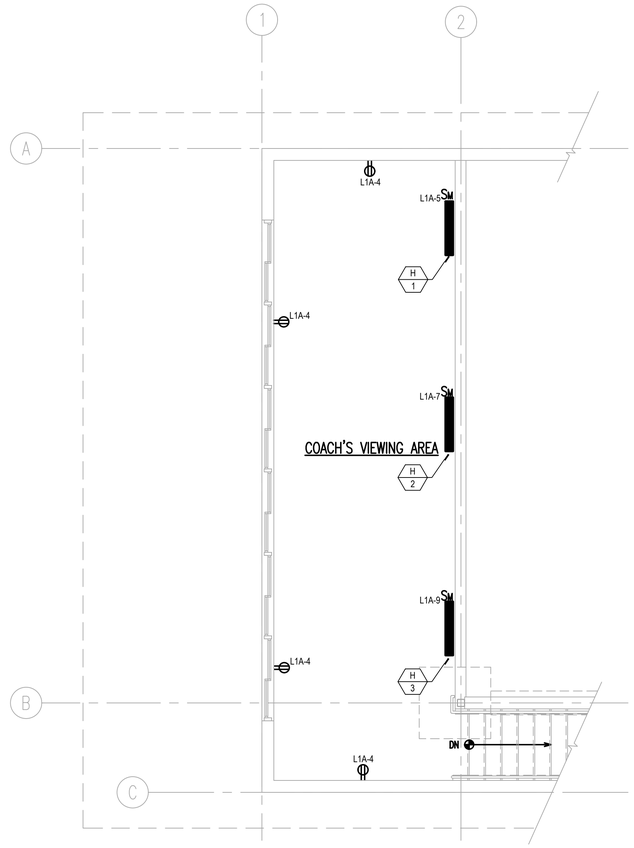
sheet number

E-100

SHEET OF XX SHEETS



POWER & SIGNAL - FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
NORTH



POWER & SIGNAL - SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
NORTH

GENERAL NOTES

1. ALL CONDUITS SHALL BE INSTALLED IN THE CEILING BELOW U.O.N.
2. ALL EXTERIOR ELECTRICAL EQUIPMENT SHALL BE NEMA 3R.
3. ALL EXTERIOR RECEPTACLE OUTLETS SHALL BE GFCI TYPE.
4. COORDINATE LIGHT FIXTURE LOCATIONS AND LIGHT SWITCH LOCATIONS, COLOR, AND STYLE WITH ARCHITECT.
5. WHERE MOTION SENSORS ARE SHOWN ON PLANS, VERIFY WATTAGE AND COVERAGE OF PRODUCT PROVIDED IS ADEQUATE FOR SPACE TO BE CONTROLLED. COVERAGE IS TO BE ADJUSTED TO AVOID ACCIDENTAL ACTIVATION OUTSIDE OF AREA. VERIFY WIRING REQUIREMENTS TO MOTION SENSORS, RELAY PACKS, ETC WITH PRODUCT BEING PROVIDED.
6. ALL CONDUIT TO BE SURFACE MOUNTED.
7. THE GENERAL CONTRACTOR TO COORDINATE WITH THE OWNER'S SECURITY VIDEO CONSULTANT FOR EXACT LOCATION AND REQUIREMENTS FOR THE OVERHEAD FOOTBALL FIELD SECURITY VIDEO CAMERAS SYSTEM. ALSO, INCLUDING THE QUANTITY OF WALL OUTLETS NEEDED AND THE LOCATION TO BE INSTALLED IN THE UPPER-LEVEL COACHES/PRESS VIEWING AREA.

KEY NOTES

1. JUNCTION BOX FOR WHEELCHAIR LIFT. VERIFY EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION.
2. PROVIDE NEMA 1 MOTOR RATED SNAP SWITCH FOR DISCONNECTING MEANS.
3. PROVIDE AND INSTALL 60A 2P, NEMA 1 HEAVY DUTY FUSED DISCONNECT. FUSING PER EQUIPMENT MANUFACTURERS REQUIREMENTS.
4. VERIFY LOCATION OF RECEPTACLE AND DATA DROP FOR BROADCAST BOOTH WITH OWNER PRIOR TO INSTALLATION.

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CROW'S NEST 1-STORY BUILDING
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POWER & SIGNAL FLOOR PLAN

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SHEET OF XX SHEETS

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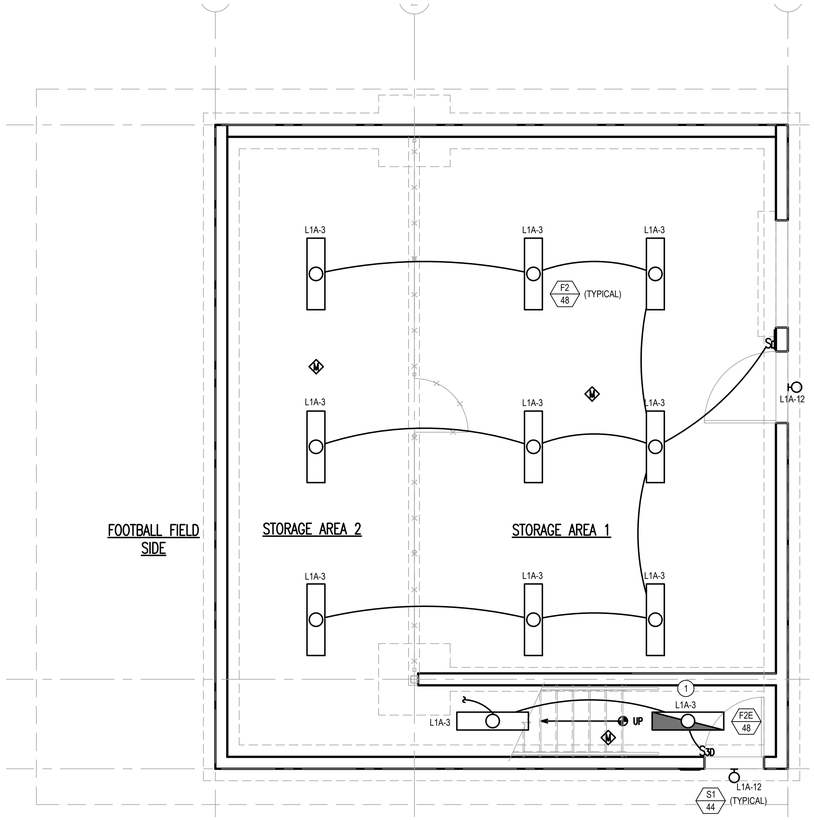
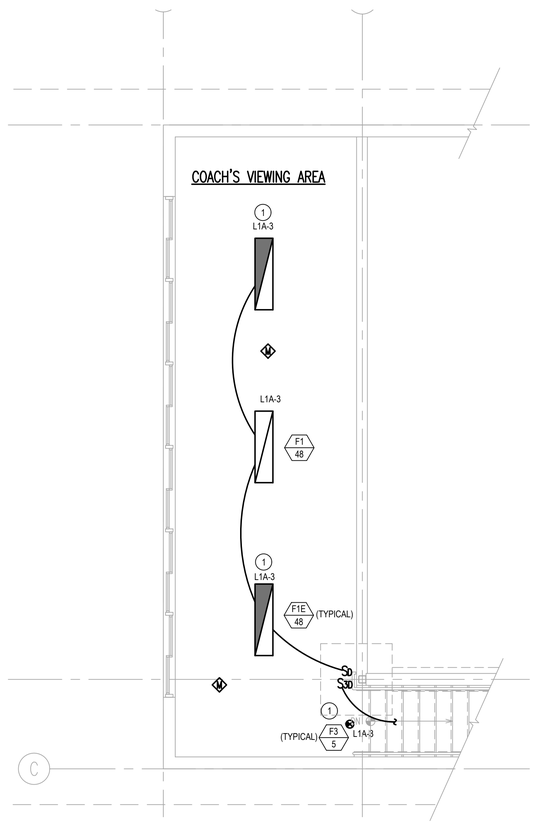


LIGHTING - FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

NORTH



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

NORTH

GENERAL NOTES

1. ALL CONDUITS SHALL BE INSTALLED IN THE CEILING BELOW U.O.N.
2. ALL EXTERIOR ELECTRICAL EQUIPMENT SHALL BE NEMA 3R.
3. ALL EXTERIOR RECEPTACLE OUTLETS SHALL BE GFCI TYPE.
4. COORDINATE LIGHT FIXTURE LOCATIONS AND LIGHT SWITCH LOCATIONS, COLOR, AND STYLE WITH ARCHITECT.
5. WHERE MOTION SENSORS ARE SHOWN ON PLANS, VERIFY WATTAGE AND COVERAGE OF PRODUCT PROVIDED IS ADEQUATE FOR SPACE TO BE CONTROLLED. COVERAGE IS TO BE ADJUSTED TO AVOID ACCIDENTAL ACTIVATION OUTSIDE OF AREA. VERIFY WIRING REQUIREMENTS TO MOTION SENSORS, RELAY PACKS, ETC WITH PRODUCT BEING PROVIDED.
6. ALL CONDUIT TO BE SURFACE MOUNTED.

KEY NOTES

(1) PROVIDE NON SWITCH HOT WIRE FOR BATTERY BACK UP.

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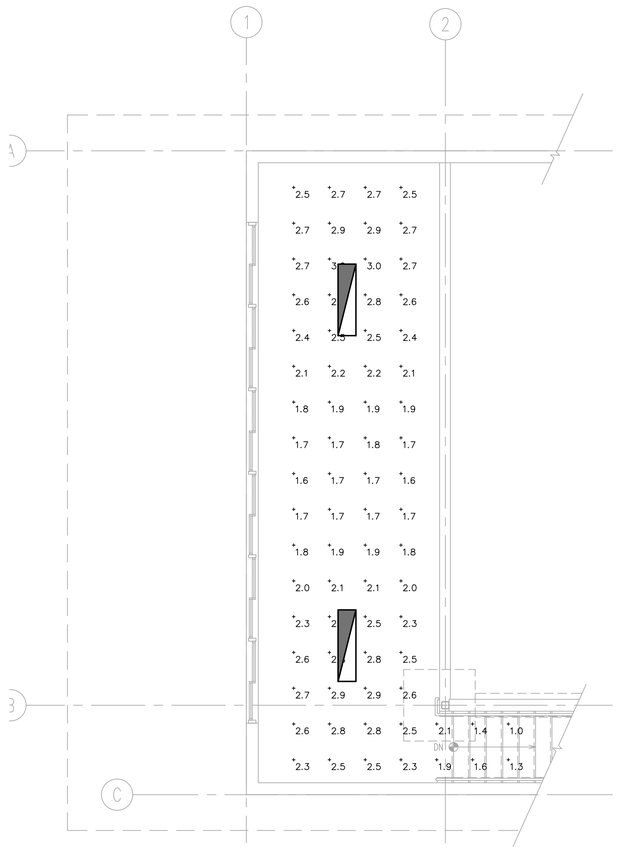

EGRESS PHOTOMETRIC - SECOND FLOOR PLAN

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

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EGRESS PHOTOMETRIC - SECOND FLOOR PLAN

sheet number

E-103

SHEET OF XX SHEETS

PART 1 GENERAL

1.01 SCOPE OF WORK

A. WORK COVERED BY THIS SECTION CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES, AND MATERIALS, UNLESS OTHERWISE SPECIFIED, AND IN PERFORMING ALL OPERATIONS NECESSARY FOR THE INSTALLATION OF A COMPLETE AND OPERABLE ELECTRICAL SYSTEM AS REQUIRED BY THESE SPECIFICATIONS AND AS INDICATED ON THE DRAWINGS.

B. THE CONTRACTOR SHALL EXAMINE ALL DRAWINGS AND SPECIFICATIONS IN A MANNER TO BE FULLY COGNIZANT OF ALL WORK REQUIRED UNDER THIS SECTION.

C. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS UNLESS OTHERWISE ARRANGED AND SCHEDULE ALL REQUIRED INSPECTIONS FOR THE EXECUTION OF THE WORK UNDER THIS CONTRACT.

1.02 GENERAL REQUIREMENTS

A. WORK DONE UNDER THIS SECTION SHALL COMPLY WITH THE LATEST EDITION OF THE CALIFORNIA ELECTRICAL CODE, NEC (NATIONAL ELECTRICAL CODE), THE STATE OF CALIFORNIA TITLE 24, THE STATE BUILDING STANDARDS, (OSHA) OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, AND TO ANY APPLICABLE LOCAL JURISDICTIONAL REQUIREMENTS. IN CASE OF CONFLICT BETWEEN REQUIREMENT, THE MOST RESTRICTIVE SHALL APPLY.

1.03 ELECTRICAL CONTRACTOR'S RESPONSIBILITY

A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL CHECK THE DRAWINGS OF THE OTHER TRADES AND SHALL CAREFULLY READ THE ENTIRE SPECIFICATIONS AND DETERMINE HIS RESPONSIBILITIES.

B. BEFORE SUBMITTING THE BID, THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FULLY ACQUAINT HIMSELF WITH EXISTING CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL THE EQUIPMENT AND ASSOCIATED WIRING IN SUCH A MANNER AS TO CONFORM WITH THE EXISTING STRUCTURE OF THE BUILDING, AVOID OBSTRUCTIONS, AND MEET APPLICABLE CODE REQUIREMENTS.

C. THE INTENT OF THESE DRAWINGS IS TO DESCRIBE A COMPLETE AND OPERABLE SYSTEM. WHERE EXISTING CONDITIONS DIFFER FROM DRAWINGS, ADJUSTMENT SHALL BE MADE AND ALLOWANCES INCLUDED FOR ALL NECESSARY EQUIPMENT TO COMPLETE ALL PARTS OF THE DRAWINGS AND SPECIFICATIONS. BRING ANY QUESTIONS TO THE ARCHITECT OR ENGINEER'S ATTENTION PRIOR TO BIDDING.

D. WHEREVER A DISCREPANCY IN QUANTITY OR SIZE OF CONDUIT, WIRE, EQUIPMENT, DEVICES, CIRCUIT BREAKERS, ETC., ARISES ON THE DRAWING AND/OR SPECIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL AND SERVICES REQUIRED BY THE STRICTEST CONDITION NOTED ON DRAWINGS AND/OR IN SPECIFICATIONS TO ENSURE COMPLETE AND OPERABLE SYSTEMS AS REQUIRED BY THE OWNER AND ENGINEER.

1.04 WORK NOT INCLUDED

A. CERTAIN LABOR, MATERIALS, OR EQUIPMENT MAY BE FURNISHED UNDER OTHER CONTRACTS BY THE OWNER. WHEN SUCH IS THE CASE, THE EXTENT, SOURCE, AND DESCRIPTION OF THESE ITEMS WILL BE INDICATED ON THE DRAWINGS OR DESCRIBED IN THE SPECIFICATIONS. UNLESS OTHERWISE NOTED, ALL LABOR, MATERIALS AND EQUIPMENT FOR THE COMPLETE INSTALLATION OF THE ELECTRICAL WORK SHALL BE PROVIDED UNDER THIS SECTION OF THESE SPECIFICATIONS.

1.05 SPECIAL REQUIREMENTS

A. THE DRAWINGS INDICATE GENERAL ARRANGEMENT OF CIRCUITS, OUTLETS, LOCATIONS OF MOTOR CONTROLLERS WITH DISCONNECTS, PANELBOARDS, CONDUIT ROUTING, AND OTHER WORK. INFORMATION SHOWN ON THE DRAWINGS IS ESSENTIALLY DIAGRAMMATIC; HOWEVER, RECRUITING OR RELOCATING ELECTRICAL EQUIPMENT WILL NOT BE PERMITTED WITHOUT SPECIFIC WRITTEN APPROVAL OF THE ENGINEER.

1.06 SUBMITTALS

A. AFTER AWARD OF THE CONTRACT AND BEFORE ANY MATERIALS ARE DELIVERED TO THE JOB SITE, A COMPLETE LIST OF ALL MATERIALS PROPOSED TO BE FURNISHED AND INSTALLED UNDER THIS SECTION MUST BE PROVIDED.

B. SUBMIT TO THE ENGINEER FOR APPROVAL ONE PRINT AND ONE REPRODUCIBLE OF ALL LIGHTING FIXTURES, SWITCHGEAR, PANELBOARDS, MOTOR CONTROL CENTERS, TRANSFORMERS, AND MOTOR STARTERS. SHOP DRAWINGS SHALL INCLUDE MANUFACTURER'S PRINTED INFORMATION FOR EACH OF THESE ITEMS IDENTIFIED ON THE DRAWINGS. THE INFORMATION SHALL INCLUDE, AS MINIMUM, OVERALL DIMENSIONS, WEIGHT, PHASE, VOLTAGE RATINGS, WIRING DIAGRAMS, AND NAMEPLATE DATA.

1.07 STANDARDS AND MATERIALS

A. ALL MATERIALS SHALL CONFORM WITH THE CURRENT APPLICABLE INDUSTRY STANDARDS, NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION), ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE), IPCEA (INSULATED POWER CABLE ENGINEERS ASSOCIATION), IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS), NATIONAL ELECTRICAL SAFETY CODE.

B. UNLESS OTHERWISE INDICATED, ALL MATERIALS SHALL BE UNDERWRITERS LABORATORIES LISTED AND LABELED, OR CERTIFIED BY A NATIONALLY RECOGNIZED TESTING LABORATORY.

C. WORKMANSHIP AND NEAT APPEARANCE SHALL BE AS IMPORTANT AS THE ELECTRICAL MECHANICAL EFFICIENCY. DEFECTIVE AND DAMAGED MATERIALS SHALL BE REPLACED OR REPAIRED PRIOR TO FINAL APPROVAL AND ACCEPTANCE. THE DRAWINGS AND SPECIFICATIONS TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT THAN CODES, STATUTES, OR ORDINANCES IN EFFECT. APPLICABLE CODES, STANDARDS, ORDINANCES, AND STATUTES TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT OR CONFLICT WITH THE DRAWINGS OR SPECIFICATIONS.

1.08 DELIVERY AND STORAGE OF MATERIALS

A. THE CONTRACTOR SHALL INVESTIGATE EACH SPACE IN THE BUILDING THROUGH WHICH EQUIPMENT MUST PASS TO REACH ITS FINAL LOCATIONS. IF NECESSARY, THE MANUFACTURER SHALL BE REQUIRED TO SHIP HIS MATERIAL IN SECTIONS, SIZED TO PERMIT PASSING THROUGH SUCH RESTRICTED AREAS IN THE BUILDING.

B. THE CONTRACTOR SHALL RETAIN IN HIS POSSESSION AND SHALL BE RESPONSIBLE FOR ALL PORTABLE AND DETACHABLE PARTS OF PORTIONS OF INSTALLATIONS SUCH AS FUSES, KEY LOCKS, ADAPTERS, BLOCKING CLIPS, AND INSERTS UNTIL FINAL COMPLETION OF WORK. THESE PARTS SHALL BE DELIVERED TO THE OWNER UPON COMPLETION OF THE WORK.

PART 2 PRODUCTS

2.01 EQUIPMENT AND MATERIALS

A. ALL MATERIALS FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE OF THE WORK. SHOULD ANY TROUBLE DEVELOP DURING THEIR PERIOD DUE TO DEFECTIVE MATERIALS OR FAULTY WORKMANSHIP, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT ANY COST TO THE OWNER. ANY DEFECTIVE MATERIAL OR INFERIOR WORKMANSHIP NOTED AT THE TIME OF INSTALLATION SHALL BE CORRECTED IMMEDIATELY TO THE SATISFACTION OF THE OWNER.

B. ALL MAJOR EQUIPMENT COMPONENTS SHALL HAVE THE MANUFACTURER'S NAME, ADDRESS, MODEL NUMBER, AND SERIAL NUMBER PERMANENTLY ATTACHED IN A CONSPICUOUS MANNER.

2.02 CONDUIT

A. PROVIDE RACEWAYS AS INDICATED ON THE DRAWINGS AND AS HEREIN SPECIFIED. CONDUITS SHALL BE RIGID STEEL "GRC" (THICK WALL) GALVANIZED; ELECTRICAL METALLIC TUBING "EMT" (THIN WALL); FLEXIBLE STEEL, GALVANIZED; LIQUID-TIGHT, FLEXIBLE STEEL CONDUIT WITH GROUND BOND; ALUMINUM CONDUIT; OR SCHEDULE 40 PVC.

B. ALL EMPTY CONDUITS (CO) SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE INDICATED ON THE DRAWING.

C. WHERE CONDUIT CROSSES AN EXPANSION JOINT, PROVIDE APPROVED FITTINGS WHICH ALLOW DEFLECTIONS EQUIVALENT TO TWICE THE MOVEMENT ALLOWED BY THE DESIGN.

2.03 CONDUCTORS

A. PROVIDE A COMPLETE SYSTEM OF CONDUCTORS IN RACEWAY SYSTEMS AS SHOWN ON THE DRAWINGS AND THEN HEREIN SPECIFIED.

B. LIGHTING AND POWER CONDUCTORS SHALL BE COPPER, 600 VOLT, TYPE THWN/THHN, NO. 12 MINIMUM UNLESS OTHERWISE NOTED.

C. CONTROL CONDUCTORS SHALL BE 600V, TYPE THWN/THHN, NO.14 MINIMUM SIZE UNLESS OTHERWISE NOTED.

2.04 FITTINGS

A. CONNECTOR, COUPLING, LOCKNUT, BUSHINGS AND CAPS USED WITH RIGID CONDUIT SHALL BE STEEL, THREADED AND GALVANIZED. BUSHINGS SHALL BE INSULATED.

B. EMT FITTINGS, CONNECTORS AND COUPLINGS SHALL BE STEEL, ZINC, OR CADMIUM PLATED, COMPRESSION TYPE, WITH INSULATED THROAT.

C. FLEXIBLE STEEL CONDUIT CONNECTORS SHALL BE TWIST-IN-TYPE WITH INSULATED THROAT. THE FINISH SHALL BE ZINC OR CADMIUM PLATING.

D. EMT CONDUIT FITTINGS SHALL BE THE COMPRESSION TYPE; SET SCREW FITTINGS SHALL NOT BE USED.

2.05 JUNCTION AND PULL BOXES

A. FOR INTERIOR DRY LOCATIONS, BOXES SHALL BE GALVANIZED ONE-PIECE DRAWN STEEL, KNOCKOUT TYPE WITH REMOVABLE, MACHINE SCREW SECURED COVERS.

B. ALL BOXES SHALL BE SIZED FOR THE NUMBER AND SIZES OF CONDUCTORS AND CONDUITS ENTERING THE BOX AND EQUIPPED WITH PLASTER RINGS WHERE REQUIRED.

2.06 OUTLET BOXES

A. FOR FIXTURES, BOXES SHALL BE GALVANIZED, ONE-PIECE DRAWN STEEL, KNOCKOUT TYPE EQUIPPED WITH 3/8" FIXTURE STUDS AND PLASTER RINGS WHERE REQUIRED.

B. FOR CONVENIENCE OUTLETS, WALL SWITCHES, OR OTHER DEVICES, OUTLET BOXES SHALL BE GALVANIZED ONE-PIECE DRAWN STEEL, KNOCKOUT TYPE 4"X4"X1-1/2" MINIMUM.

C. FOR LOCATIONS WHERE STANDARD BOXES ARE NOT SUITABLE, SPECIAL BOXES SHALL BE DESIGNED TO FIT SPACE OR MEET OTHER REQUIREMENTS AND SUBMITTED FOR APPROVAL.

2.07 SWITCHES

A. ALL DEVICES SHALL CONFORM TO NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA) STANDARDS AND SHALL BE UNDERWRITERS' LABORATORIES, INC., (UL) LISTED AND LABELED AND SHALL BE "SPECIFICATION GRADE," MEETING THE REQUIREMENTS OF FEDERAL SPECIFICATION WS-896-E, FOR SWITCHES.

1. WALL SWITCHES SHALL BE SPECIFICATION COMMERCIAL GRADE (MINIMUM), FULLY ENCLOSED, QUIET-TYPE TUMBLER SWITCHES RATED 20 AMPERES, 120/277-VOLT, BAKELITE OR COMPOSITION, BACK AND SIDE WIRED, BUMPER PAD, FULL RATING FOR INDUCTIVE OR NON-INDUCTIVE LOADS AND INCANDESCENT OR FLUORESCENT LIGHTING LOADS.
2. SINGLE POLE SWITCHES: G.E. 59511, HUBBELL #1221, ARROW #1991 OR PASS & SEYMOUR 20AC1.
3. THREE-WAY QUIET SWITCHES: G.E. 59531, HUBBELL #1223, ARROW #1993 OR PASS& SEYMOUR 20AC3.
4. WALL SWITCH AND PILOT LIGHTS SHALL BE FLUSH MOUNTED COMBINATION WALL TYPE WITH SWITCH AND PILOT LIGHT EQUIPPED WITH A 6-WATT, 125-VOLT CANDELABRA BASE LAMP. THE PILOT LIGHT SHALL HAVE A GREEN JEWEL WITH BRASS RIM FLUSH MOUNTED IN THE WALL PLATE.
5. ALL SWITCHES SHALL BE OF THE SAME MANUFACTURE.
6. NORMAL SWITCH COLOR IS WHITE APPROVED BY ARCHITECT/OWNER. SWITCHES CONTROLLING CIRCUITS CONNECTED TO EMERGENCY POWER SOURCE SHALL BE RED.
7. 30 AMP MOTOR RATED SNAP SWITCHES SHALL BE LEVITON MS302-DS. PROVIDED IN NEMA 1 OR 3R ENCLOSURE AS SHOWN ON DRAWING.

B. SENSOR SWITCH (MOTION SENSOR)

1. WALL SENSOR SWITCH SHALL BE WATT STOPPER DUAL TECHNOLOGY OCCUPANCY SENSOR LEVITON MODEL #OSSMT-GD (FOR SINGLE POLE SWITCHING) & LEVITON MODEL #OSSMD-GD FOR (DUAL SWITCHING).
2. CEILING SENSOR SWITCH SHALL BE WATT STOPPER DUAL-TECHNOLOGY MODE.
3. PROVIDE 120/277V CEILING SENSOR POWER PACK INSTALLED IN J-BOX NEXT TO LIGHTING CIRCUIT.

2.08 RECEPTACLES

A. DUPLEX RECEPTACLES SHALL BE SPECIFICATION GRADE, 20 AMPS, 125 VOLTS, 3-WIRE, SIDE-WIRED WITH BINDING SCREWS, PARALLEL SLOTS, U-GROUND, PLASTER EARS AND CAPTIVE MOUNTING SCREWS. BODY SHALL BE PHENOLIC, PLASTIC, OR BAKELITE. RECEPTACLES SHALL BE HEAVY-DUTY, 3-BLADE CURRENT CARRYING CONTACT AND DOUBLEWIDE FLAT BLADE GROUND CONTACTS. PROVIDE ARROW HART 5242-I HUBBELL 5242-I OR LEVITON 5242-I.

B. SINGLE RECEPTACLES SHALL BE SPECIFICATION GRADE, GROUNDING TYPE, SIDE-WIRED, WITH BINDING SCREWS, AND SHALL HAVE STANDARD SIZE IVORY BAKELITE BASE. FOR CIRCUITS CONSISTING OF ONE SINGLE RECEPTACLE ONLY, AMPERE RATING OF RECEPTACLE SHALL BE THE SAME AS CIRCUIT BREAKER OF FUSE. FOR RECEPTACLES RATED 15 AMPS/125 VOLTS, PROVIDE NEMA 5-15R, ARROW-HART 5251-I. FOR RECEPTACLES RATED 20 AMPS / 125 VOLTS, PROVIDE NEMA 5-20R, ARROW-HART 5721-I, OR EQUAL.

2.09 DEVICE PLATES

1. PROVIDE PLATES FOR ALL SWITCHES, RECEPTACLES, JUNCTION BOXES, TELEPHONE AND OTHER OUTLETS.
2. PROVIDE ENGRAVED OR ETCHED PLATES FOR ALL LOCK SWITCHES, PILOT SWITCHES, SWITCHES FROM WHICH EQUIPMENT OR CIRCUIT CONTROLLED CANNOT BE READILY SEEN, THREE OR MORE SWITCHES UNDER A COMMON PLATE AND FOR SWITCHES AS INDICATED.
3. STAINLESS STEEL PLATES SHALL BE AMERICAN IRON AND STEEL INSTITUTE (AISI) TYPE 302, WITH BEVELED EDGES, 0.040" THICK WITH SATIN SMOOTH FINISH. "SMOOTHE," HUBBELL #97071 SERIES.
4. PLASTIC COVER PLATE SHALL BE HIGH IMPACT THERMOPLASTIC, HIGH STRENGTH, SCRATCH-RESISTANT, SMOOTH AND SELF-EXTINGUISHING, HUBBELL "PI" SERIES OR PASS & SEYMOUR RP SERIES.
5. WHERE OUTLETS ARE INDICATED TO BE WEATHERPROOF, PROVIDE AN AISI TYPE 302 STAINLESS WITH DOUBLE HINGED COVERS, PASS & SEYMOUR #WPD-8.
6. GALVANIZED STEEL PLATES SHALL BE SQUARE OR RECTANGULAR AND HOT DIPPED GALVANIZED OR SHERARDIZED, BEVELED EDGES AND 0.040" THICK. GALVANIZED STEEL PLATES SHALL BE USED IN UTILITY AREA.
7. PROVIDE PLATES EQUIPPED WITH CLOSE FITTING OPENINGS FOR THE EXACT DEVICE TO BE USED. PROVIDE PLATES FOR TELEPHONE OUTLETS EQUIPPED WITH BUSHED OPENINGS.
8. REFER TO SECTION 3.08 FOR LABELING OF PLATES.
9. COVER PLATES ON PRESSED STEEL OUTLET BOXES IN FURRED AREAS, ATTICS, ETC., OR EXPOSED IN MECHANICAL EQUIPMENT ROOMS SHALL BE OF THE SAME MATERIAL AS THE OUTLET BOX.
10. COVER PLATES IN LOCATIONS CONCEALED FROM PUBLIC VIEW SHALL HAVE THE CIRCUIT NUMBERS AND SOURCE FEED POINT HAND LABELED WITH MARKING BLACK PEN (PERMANENT MARKER). SEE SECTION 3.08 FOR LABELING.
11. PROVIDE PLASTIC COVER PLATES UNLESS NOTED OTHERWISE

2.10 PANELBOARDS

A. FURNISH AND INSTALL ALL BRANCH CIRCUIT PANELBOARDS AS HEREINAFTER SPECIFIED AND AS SHOWN ON THE DRAWINGS. PANELBOARDS SHALL BE OF THE DEAD FRONT SAFETY TYPE EQUIPPED WITH THE THERMAL MAGNETIC 40°C CIRCUIT BREAKERS.

B. CIRCUIT BREAKERS SHALL BE RATED MINIMUM 10,000 AMPS RMS SYMMETRICAL INTERRUPTING CAPACITY AND SHALL BE THE NUMBER OF POLES AND CURRENT CAPACITY AS INDICATED ON THE SINGLE LINE DIAGRAM. SWITCHBOARDS SHALL BE SQUARE-D , GE, OR EATON/CUTLER HAMMER WITH LUGS UL LISTED FOR USE WITH 75°C WIRE.

C. DOOR SHALL HAVE A PLASTIC COVERED DIRECTORY FRAME WITH A TYPED IDENTIFICATION CARD OR ALL CIRCUIT AND PANEL NUMBERS FOR BRANCH CIRCUIT PANELBOARDS.

D. PROVIDE NAMEPLATE FOR ALL PANELBOARDS, ENGRAVED WHITE LETTERS ON BLACK BACKGROUND INSTALL NAME PLATES ON THE TRIM ABOVE DOOR.

E. ALL WIRING SHALL BE NEATLY ARRANGED AND LACED TOGETHER.

F. ALL CIRCUIT BREAKERS USED FOR HVAC LOADS SHALL BE RATED "HACR".

G. BUS BARS SHALL BE RECTANGULAR IN CROSS SECTION CONSTRUCTED OF COPPER. NEUTRAL AND GROUND BUSES SHALL BE FULL SIZE.

2.11 INTERIOR LIGHTING FIXTURES

A. FURNISH, INSTALL AND WIRE LIGHTING FIXTURES SCHEDULED OR INDICATED BY TYPE DESIGNATION ON THE DRAWINGS. IF TYPE DESIGNATION IS OMITTED, FIXTURES SHALL BE OF THE SAME TYPE AS SHOWN FOR ROOMS OF SIMILAR USAGE. VERIFY BEFORE PURCHASE AND INSTALLATION. NO ALTERNATIVE FIXTURES WILL BE ACCEPTED.

B. LOCATIONS OF FIXTURES ON ELECTRICAL DRAWINGS ARE DIAGRAMMATIC. VERIFY LOCATION AND SPACING WITH ARCHITECTURAL REFLECTED CEILING PLANS AND OTHER REFERENCE DATA BEFORE PURCHASING. COORDINATE SPACE CONDITIONS, INCLUDING HEADROOM CLEARANCES AND INTERFERENCES WITH CEILING COMPONENTS SUCH AS DUCTS, OPENINGS, BEAMS AND PIPING PRIOR TO INSTALLATION.

C. CHECK THE ARCHITECTURAL FINISHES AND, REGARDLESS OF THE CATALOG PREFIXES AND SUFFIXES SHOWN, FURNISH FIXTURES WITH THE PROPER TRIM, FRAMES, SUPPORTS, HANGERS AND OTHER MISCELLANEOUS APPURTENANCES OR PROPERLY COORDINATE WITH SAID FINISHES. WHERE REQUIRED, FURNISH REINFORCING FOR CEILING CONSTRUCTION TO SUPPORT THE WEIGHT OF THE FIXTURES.

D. FIXTURES SHALL BE FREE OF LIGHT LEAKS AND DESIGNED TO PROVIDE SUFFICIENT VENTILATION OF LAMPS AND BALLASTS, INCLUDING VENT HOLES WHERE REQUIRED. OUTDOOR FIXTURES WITH VENT HOLES SHALL HAVE WIRE MESH SCREENS IN THE VENT HOLES.

E. REPLACE BLEMISHED, DAMAGED OR UNSATISFACTORY FIXTURES AT NO ADDITIONAL COST TO THE OWNER AND IN A MANNER SATISFACTORY TO THE ARCHITECT.

F. LAMPS

1. LAMPS SHALL BE NEW AND OF WATTAGE AND TYPE INDICATED OR AS REQUIRED FOR THE PARTICULAR FIXTURE INSTALLED.
2. UNLESS OTHERWISE NOTED, LAMPS DESCRIBED IN FIXTURE SCHEDULE, ANSI NOMENCLATURE, MANUFACTURED BY GENERAL ELECTRIC, SYLVANIA, PHILLIPS, OR EQUAL.
3. PROVIDE INCANDESCENT LAMPS AND TUNGSTEN-HALOGEN LAMPS AS 130 VOLT RATED WHENEVER SUCH DESIGNS ARE AVAILABLE.
4. PROVIDE FLUORESCENT LAMPS AS INDICATED ON THE DRAWINGS. ALL LINEAR FLUORESCENT LAMPS ARE TO BE INSTALLED WITH THE LABEL FACING THE SAME DIRECTION.
5. PROVIDE HIGH INTENSITY DISCHARGE (H.I.D.) LAMPS OF TYPE AND WATTAGE AS SHOWN ON THE DRAWINGS. LAMPS SHALL BE COMPATIBLE WITH FIXTURE BALLAST. MANUFACTURERS: G.E. CO., PHILLIPS, SYLVANIA, OR EQUAL.

G. FLUORESCENT BALLASTS

1. PROVIDE BALLASTS ONLY BY MANUFACTURERS PRODUCING EQUIPMENT FOR AT LEAST FOUR YEARS.
2. PROVIDE BALLASTS WITH OPERATION AT INPUT FREQUENCY OF 60 HZ AND INPUT VOLTAGE BETWEEN 100 AND 135 VOLTS FOR 120 VOLT SYSTEMS OR BETWEEN 250 AND 310 VOLTS FOR 277 VOLT SYSTEMS.
3. PROVIDE NON-DIMMING ELECTRONIC BALLAST FOR T-8 FLUORESCENT LAMPS AS SHOWN ON DRAWING. THE BALLAST SHALL BE UL LISTED CLASS P, AND SOUND LEVEL A OR BETTER. THE BALLAST WITH LAMP OPERATING FREQUENCY BETWEEN 25 TO 35 KHZ. WITH NO FLICKERING. THE BALLAST SHALL HAVE LOWEST HARMONIC CONTENT AND TOTAL HARMONIC DISTORTION (NOT TO EXCEED 15% ON TOTAL HARMONIC AND 10% ON THIRD HARMONIC CONTENT). BALLAST SHALL BE ADVANCE MARK V OR EQUAL.
4. PROVIDE DIMMING ELECTRONIC BALLAST FOR FOUR FEET RAPID START LAMP, SAME CHARACTERISTICS AS SPECIFIED FOR NON-DIMMING WITH DIMMING CAPABILITIES FROM 100% TO 5% OF FULL LIGHT OUTPUT. MANUFACTURED BY ETTA OR LUTRON (15% TOTAL HARMONIC AND 10% THIRD HARMONIC CONTENT).
5. BALLASTS FOR EXTERIOR FIXTURES SHALL BE LOW TEMPERATURE TYPE FOR OPERATING AT +20 DEGREES F.
6. PROVIDE HIGH POWER FACTOR BALLASTS (90 PERCENT OR HIGHER) UL LISTED AND CONTAINING NO PCB. BALLAST SHALL MEET FCC RULES REPORT 18 AND IEEE 587 FOR WITHSTANDING LINE TRANSIENTS.
7. PROVIDE STEEL ENCASED, FULLY POTTED BALLASTS CAPABLE OF STARTING LAMPS AT 0 DEGREES F.
8. BALLAST SHALL MEET FOLLOWING CHARACTERISTICS:

A. BALLAST FACTOR: 80 TO 100%

B. LAMP CURRENT CREST FACTOR: LESS THAN 1.7.

C. FILAMENT VOLTAGE: 2.5 TO 3.6 VOLTS.

D. FLICKER: LESS THAN 1%.

9. PROVIDE BALLASTS WITH BUILT-IN LINE RFI SUPPRESSION AND HAVE SURGE AND TRANSIENT PROTECTED TO 6000 VOLTS.
10. PROVIDE BALLASTS WITH OPERATING TEMPERATURES NOT EXCEEDING 80 DEGREES C. AT ANY POINT ON THE CASE DURING NORMAL OPERATION.
11. (3) LAMP BALLASTS ARE NOT ACCEPTABLE.

H. HIGH INTENSITY DISCHARGE LAMP BALLASTS

1. PROVIDE HIGH INTENSITY DISCHARGE LAMP BALLASTS AS HIGH POWER FACTOR REGULATING TYPE, CONFORMING TO APPLICABLE NEMA STANDARDS. INPUT VOLTAGE AND WATTAGES ARE LISTED IN THE FIXTURE SCHEDULE.
2. MINIMUM STARTING TEMPERATURE: MINUS 20 DEGREES F.
3. PROVIDE HIGH INTENSITY DISCHARGE BALLASTS OF THE ENCAPSULATED TYPE WITH LOWEST SOUND RATING AVAILABLE.

I. EXIT SIGNS LIGHTS SHALL BE LED TYPE AND PROVIDED WITH AN INTEGRAL EMERGENCY BATTERY PACK.

J. LED LIGHT FIXTURES

A. GENERAL:

1. LED LIGHT FIXTURES SHALL BE IN ACCORDANCE WITH IES, NFPA, UL, AS SHOWN ON THE DRAWINGS, AND AS SPECIFIED.
2. LED LIGHT FIXTURES SHALL BE REDUCTION OF HAZARDOUS SUBSTANCES (ROHS)-COMPLIANT.
3. LED DRIVERS SHALL INCLUDE THE FOLLOWING FEATURES UNLESS OTHERWISE INDICATED:
   a. MINIMUM EFFICIENCY: 85% AT FULL LOAD.
   b. MINIMUM OPERATING AMBIENT TEMPERATURE: -20 DEG C. (-4 DEG F.)
   c. INPUT VOLTAGE: 120 - 277V (±10%) AT 60 HZ.
   d. INTEGRAL SHORT CIRCUIT, OPEN CIRCUIT, AND OVERLOAD PROTECTION.
   e. POWER FACTOR: >=0.95.
   f. TOTAL HARMONIC DISTORTION: <=20%.
   g. COMPLY WITH FCC 47 CFR PART 15.
4. LED MODULES SHALL INCLUDE THE FOLLOWING FEATURES UNLESS OTHERWISE INDICATED:
   a. COMPLY WITH IES LM-79 AND LM-80 REQUIREMENTS.
   b. MINIMUM CRI 80 AND COLOR TEMPERATURE 4000K UNLESS OTHERWISE SPECIFIED IN LUMINAIRE SCHEDULE.
   c. MINIMUM RATED LIFE: 50,000 HOURS PER IES L70.
   d. LIGHT OUTPUT LUMENS AS INDICATED IN THE LUMINAIRE SCHEDULE.

B. LED DOWNLIGHTS:

1. HOUSING, LED DRIVER, AND LED MODULE SHALL BE PRODUCTS OF THE SAME MANUFACTURER.

C. LED TROFFERS:

1. LED DRIVERS, MODULES, AND REFLECTOR SHALL BE ACCESSIBLE, SERVICEABLE, AND REPLACEABLE FROM BELOW THE CEILING.
2. HOUSING, LED DRIVER, AND LED MODULE SHALL BE PRODUCTS OF THE SAME MANUFACTURER.

2.12 LOW VOLTAGE SWITCHGEAR

A. FURNISH AND INSTALL ALL SWITCHBOARDS AS HEREINAFTER SPECIFIED AND AS SHOWN ON THE DRAWINGS. SWITCHBOARDS SHALL BE OF THE DEAD FRONT SAFETY TYPE EQUIPPED WITH THE THERMAL MAGNETIC 40°C CIRCUIT BREAKERS.

B. CIRCUIT BREAKERS SHALL BE RATED MINIMUM 10,000 AMPS RMS SYMMETRICAL INTERRUPTING CAPACITY AND SHALL BE THE NUMBER OF POLES AND CURRENT CAPACITY AS INDICATED ON THE SINGLE LINE DIAGRAM. SWITCHBOARDS SHALL BE SQUARE-D , GE, OR EATON/CUTLER HAMMER.

C. LABEL EACH SWITCHBOARD COMPARTMENT WITH ENGRAVED METAL OR LAMINATED-PLASTIC NAMEPLATE WITH WHITE LETTERS ON BLACK BACKGROUND, MOUNTED WITH CORROSION-RESISTANT SCREWS.

D. ENCLOSURE FINISH FOR OUTDOOR UNITS: NEMA 3R WEATHERPROOF ENCLOSURE WITH FACTORY-APPLIED FINISH IN MANUFACTURER'S STANDARD COLOR, UNDERSURFACES TREATED WITH CORROSION-RESISTANT UNDERCOATING.

E. ENCLOSURE FINISH FOR INDOOR UNITS: FACTORY-APPLIED FINISH IN MANUFACTURER'S STANDARD GRAY FINISH OVER A RUST-INHIBITING PRIMER ON TREATED METAL SURFACE.

F. BARRIERS: BETWEEN ADJACENT SWITCHBOARD SECTIONS.

G. UTILITY METERING COMPARTMENT: FABRICATED COMPARTMENT AND SECTION COMPLYING WITH UTILITY COMPANY'S REQUIREMENTS. IF SEPARATE VERTICAL SECTION IS REQUIRED FOR UTILITY METERING, MATCH AND ALIGN WITH BASIC SWITCHBOARD.

H. BUS TRANSITION AND INCOMING PULL SECTIONS: MATCHED AND ALIGNED WITH BASIC SWITCHBOARD.

I. BUSES AND CONNECTIONS: THREE PHASE, FOUR WIRE, UNLESS OTHERWISE INDICATED.

1. PHASE- AND NEUTRAL-BUS MATERIAL: HARD-DRAWN COPPER OF 98 PERCENT CONDUCTIVITY WITH FEEDER CIRCUIT-BREAKER LINE CONNECTIONS. IF BUS IS COPPER, USE COPPER FOR FEEDER CIRCUIT-BREAKER LINE CONNECTIONS.
2. LOAD TERMINALS: INSULATED, RIGIDLY BRACED, SILVER-PLATED, COPPER RUNBACK BUS EXTENSIONS EQUIPPED WITH PRESSURE CONNECTORS FOR OUTGOING CIRCUIT CONDUCTORS. PROVIDE LOAD TERMINALS FOR FUTURE CIRCUIT-BREAKER POSITIONS AT FULL AMPERE RATING OF CIRCUIT-BREAKER POSITION.
3. GROUND BUS: 1/4-BY-2-INCH- (6-BY-50-MM-) MINIMUM-SIZE, HARD-DRAWN COPPER OF 98 PERCENT CONDUCTIVITY, EQUIPPED WITH PRESSURE CONNECTORS FOR FEEDER AND BRANCH-CIRCUIT GROUND CONDUCTORS. FOR BUSWAY FEEDERS, EXTEND INSULATED EQUIPMENT GROUNDING CABLE TO BUSWAY GROUND CONNECTION AND SUPPORT CABLE AT INTERVALS IN VERTICAL RUN.
4. CONTACT SURFACES OF BUSES: SILVER PLATED.
5. MAIN PHASE BUSES, NEUTRAL BUSES, AND EQUIPMENT GROUND BUSES: UNIFORM CAPACITY FOR ENTIRE LENGTH OF SWITCHBOARD'S MAIN AND DISTRIBUTION SECTIONS. PROVIDE FOR FUTURE EXTENSIONS FROM BOTH ENDS.
6. ISOLATION BARRIER ACCESS PROVISIONS: PERMIT CHECKING OF BUS-BOLT TIGHTNESS.
7. NEUTRAL BUSES: 100 PERCENT OF THE AMPACITY OF PHASE BUSES, UNLESS OTHERWISE INDICATED, EQUIPPED WITH PRESSURE CONNECTORS FOR OUTGOING CIRCUIT NEUTRAL CABLES. BUS EXTENSIONS FOR BUSWAY FEEDER NEUTRAL BUS ARE BRACED.

P. FUTURE DEVICES: EQUIP COMPARTMENTS WITH MOUNTING BRACKETS, SUPPORTS, BUS CONNECTIONS, AND APPURTENANCES AT FULL RATING OF CIRCUIT-BREAKER COMPARTMENT.

Q. EQUIP DISTRIBUTION SECTIONS WITH FULL HEIGHT VERTICAL BUSSING TO ACCOMMODATE MAXIMUM UTILIZATION OF SPACE FOR DEVICES.

2.13 CIRCUIT AND MOTOR DISCONNECTS

A. DISCONNECT (SAFETY) SWITCHES SHALL BE FUSED, HEAVY DUTY TYPE SWITCHES MEETING NEMA SPECIFICATIONS. SWITCHES SHALL BE PROVIDED WITH REJECTION TYPE FUSE BLOCKS. PROVIDE SWITCHES WITH THE NUMBER OF POLES, THE VOLTAGE, CURRENT AND HORSEPOWER RATINGS AS REQUIRED. PROVIDE EXTERNALLY OPERABLE QUICK-MAKE, QUICK-BREAK TYPE MECHANISM WITH COVER INTERLOCK AND PADLOCKABLE IN EITHER THE OPEN OR CLOSED POSITION.

B. SWITCHES SHALL BE NEMA 3R (RAIN TIGHT ENCLOSURE) WHERE INDICATED TO BE OUTDOORS WEATHERPROOF.

C. PROVIDE NAMEPLATE INDICATING EQUIPMENT SERVED. ALL GENERAL SNAP SWITCHES OPERATING MOTOR LOADS SHALL BE HORSEPOWER RATED OR BE RATED AT LEAST 125% OF THE FULL LOAD CURRENT.

2.14 TRANSFORMERS - N/A

2.15 ELECTRICAL CONNECTIONS

A. UNLESS OTHERWISE NOTED, ALL WIR

DIVISION OF LABOR:

MECHANICAL CONTRACTOR (DIVISION 23)

1. COORDINATE ALL REQUIREMENTS FOR CONTROLS WITH DIVISION 26 (ELECTRICAL CONTRACTOR) AND CONTROLS CONTRACTOR.\
2. FIELD MOUNT CONTROLS DEVICES SHALL BE PROVIDED BY CONTROLS CONTRACTOR AND INSTALLED BY DIVISION 23 CONTRaCTOR. COORDINATE WITH CONTROLS CONTRACTOR TO INCLUDE ALL LABOR AND MATERIAL FOR A COMPLETE SYSTEM.

ELECTRICAL CONTRACTOR (DIVISION 26)

1. COORDINATE ALL REQUIREMENTS FOR CONTROLS WITH DIVISION 23 AND CONTROLS CONTRACTOR.
2. DIVISION 26 CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL REQUIRED FOR CONTROLS IMPLEMENTATION INCLUDING, BUT NOT LIMITED TO:
   2.1. CONTROL DAMPERS AND ACTUATORS
   2.2. TEMPERATURE AND PRESSURE SENSORS

CONTROLS CONTRACTOR

1. COORDINATE ALL REQUIREMENTS FOR CONTROLS WITH DIVISION 23 AND DIVISION 26 CONTRACTORS.
2. ALL CONTROLS DEVICES SHALL BE BY CONTROLS CONTRACTOR, INCLUDING, BUT NOT LIMITED TO:
   2.1. CONTROL DAMPERS AND ACTUATORS
   2.2. TEMPERATURE AND PRESSURE SENSORS
   3. CONTROL VOLTAGE WIRING FOR ALL FIELD MOUNTED DEVICES SHALL BE BY CONTROLS CONTRACTOR.

VENTILATION COMPLIANCE

OCCUPIABLE FLOOR AREA	360 S.F.	
OUTDOOR OPENING AREA	REQUIRED	PROVIDED
	26 S.F.	63 S.F.
CEILING HEIGHT	10 FT	
OUTDOOR OPENING SPACE TO CEILING	REQUIRED	PROVIDED
	0 - 20 FT	2.25 FT

LEGEND

SYMBOL	ABBR.	DESCRIPTION
T	T-STAT	ROOM THERMOSTAT
S	S	SWITCH
CD	CD	CONDENSATE DRAIN PIPE
D	D	INDIRECT DRAIN PIPE
RL	RL	REFRIGERANT LINES
		PIPE CAPPED
		PIPE ELBOW UP
		PIPE ELBOW DOWN
		PIPE TEE UP
		PIPE TEE DOWN
	FS	FLOOR SINK (SEE PLUMBING)
	POC	POINT OF CONNECTION
	POD	POINT OF DISCONNECTION
	AFD	AIR FLOW DIRECTION
AC-1		NEW EQUIPMENT DESIGNATION
DETAIL NUMBER / SHEET NUMBER		DETAIL REFERENCE
SECTION NUMBER / SHEET NUMBER		SECTION REFERENCE
1		REVISION TAG

UNIT HEATER SCHEDULE

SYMBOL	SERVICE	MANUFACTURER	MODEL	NOMINAL CAPACITY (TONS)	PERFORMANCE (NOMINAL) COOLING (BTU/H)	PERFORMANCE (NOMINAL) HEATING (BTU/H)	EFFICIENCY COOLING (SEER2)	EFFICIENCY HEATING (HSPF2)	ELECTRICAL POWER V-PH-HZ	ELECTRICAL WATTAGE (W)	ELECTRICAL AMPS (A)	WEIGHT (LBS)	REMARKS
UH-1	COACH'S VIEWING AREA	STIEBEL ELTRON	202030	-	-	7,677	-	-	208 - 1 - 60	2,250	10.8	28	1, 2

NOTES:

1. WALL MOUNTED CONVECTION HEATER WITH PREMIUM PROGRAMING CONTROLS.
2. HEAVY GAGE ALUMINUM CASING IN AN ENAMELED WHITE COLOR.
3. PROVIDE ALL REQUIRED WALL INSTALLING BRACKETS AND COMPONENTS.

EXHAUST FAN SCHEDULE - GENERAL

SYMBOL	MANUFACTURER	LOCATION	SERVICE	CFM	ESP (IN WG)	RPM	HP	DRIVE	ELECTRICAL DATA V	ELECTRICAL DATA PH	ELECTRICAL DATA AMPS	CONTROL TYPE	WEIGHT LBS	SONES	NOTES
EF-1	GREENHECK SQ-95-DGEX-QD	STORAGE AREA 1	COACH'S VIEWING AREA	500	0.250	1,300	1/8	DIRECT	115	1	-	LIGHT SWITCH	38	6.4	1
EF-2	GREENHECK SQ-120-VG5X-QD	STORAGE AREA 1	STORAGES AREAS 1 & 2	1,500	0.250	1,800	1/2	DIRECT	115	1	-	LINE VOLTAGE T'STAT	67	12.0	1

NOTES:

1. FURNISHED WITH VIBRATION ISOLATORS, FLEX CONNECTIONS, BACKDRAFT DAMPER, UNIT FILTER, W/ GALVANIZED 1/4" MESH SCREEN.

AIR DISTRIBUTION DEVICE SCHEDULE

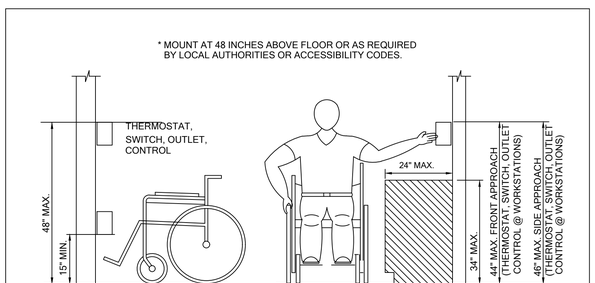
SYMBOL	MFR & MODEL	NECK SIZE	CFM RANGE	NECK VELOCITY	MAX N.C.	S.P. DROP	TYPE	DAMPER	REMARKS
EA-1	KRUEGER S80H	8"x8"	0-170	400	30	0.06	35 DEG.	OBD	FRAME 22 FOR SURFACE MOUNT.
		10"x10"	171-270						
		12"x12"	271-400						
		14"x14"	401-550						
		16"x16"	551-700						
		18"x18"	701-1000						
TA-1	KRUEGER S80H	8"x8"	0-170	400	30	0.06	35 DEG.	OBD	FRAME 22 FOR SURFACE MOUNT.
		10"x10"	171-270						
		12"x12"	271-400						
		14"x14"	401-550						
		16"x16"	551-700						
		18"x18"	701-1000						

GENERAL NOTES

1. ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF CITY OF REDLANDS, THE 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA FIRE CODE, AND ALL OTHER APPLICABLE CODES AND REGULATIONS, INCLUDING 2022 CALIFORNIA ENERGY CONSERVATION STANDARDS DIVISION T-24.
2. ALL WORK SHALL BE PERMITTED.
3. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, FEES AND LICENSES.
4. PROVIDE WRITTEN WARRANTY TO REPLACE ALL FAULTY MATERIAL AND/OR CORRECT FAULTY INSTALLATION AT NO COST TO THE OWNER, INCLUDING PARTS AND LABOR FOR A PERIOD OF ONE (1) YEAR FROM OWNER'S WRITTEN ACCEPTANCE.
5. PROVIDE SIX (6) COPY OF SUBMITTAL MATERIAL WITH DESCRIPTIVE DATE FOR ALL PRODUCTS AND MATERIALS. AS-BUILT DRAWINGS AT THE SAME SCALE AS THE CONSTRUCTION DOCUMENTS OR LARGER, AS REQUIRED SHALL BE INCLUDED WITH SUBMITTALS.
6. ALLOW TEN (10) WORKING DAYS FOR ENGINEER REVIEW OF SUBMITTALS.
7. CONTRACTOR SHALL OBTAIN AND FOLLOW ALL LANDLORDS REQUIREMENTS, GUIDELINES, RULES AND PROCEDURES FOR CONSTRUCTION. CONTRACTOR SHALL PROVIDE INSURANCE IN ACCORDANCE WITH THE BUILDING'S CERTIFICATE OF INSURANCE REQUIREMENTS.
8. EXAMINE COMPLETE SET OF DRAWINGS FOR ALL TRADES, INCLUDING ELECTRICAL AND STRUCTURAL PRIOR TO SUBMITTING BID AND START OF ANY WORK. VERIFY ALL DIMENSIONS FOR SPACE REQUIREMENTS AND POINT OF CONNECTION TO ALL EQUIPMENT.
9. THESE DRAWINGS INDICATE THE FINISHED REQUIREMENTS FOR THE MECHANICAL AND PLUMBING SYSTEMS. DUE TO STRUCTURAL CONDITIONS, MECHANICAL PIPING INTERFERENCES, RETAINED EXISTING FACILITIES, OR FOR OTHER REASONS, THE CONTRACTOR MAY DESIRE TO INSTALL WORK IN A MANNER DIFFERENT FROM THAT SHOWN. SUCH CHANGES SHALL BE PRESENTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL, PRIOR TO PROCEEDING, AND THE RECORD DRAWING SHALL BE ACCURATELY REVISED TO SHOW THE CHANGES AS COMPLETED.
10. IF ANY EQUIPMENT SUBMITTED BY THE CONTRACTOR IS DIFFERENT FROM THAT SPECIFIED, OR REQUIRES CHANGES IN MATERIAL OR LABOR FROM THAT REQUIRED IN THE CONTRACT DOCUMENTS AFFECTING THIS AND/OR OTHER TRADES, SUCH CHANGES SHALL BE SUBMITTED AS SHOP DRAWINGS FOR APPROVAL. SUBMITTALS SHALL INDICATE CREDIT DUE TO OWNER, IF ANY, BECAUSE OF THE CHANGES. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF ALL CHARGES RESULTING FROM ADDITIONS OR CHANGES IN THE WORK OF OTHER TRADES NECESSARY TO ACCOMMODATE THE REQUIRED MODIFICATIONS. ALL CHANGES SHALL BE SHOWN ON RECORD AND AS-BUILT DRAWINGS. CONTRACTOR SHALL PROCEED AT HIS OWN RISK IF CHANGES OCCUR WITHOUT PRIOR APPROVAL.
11. DO NOT SCALE DRAWINGS - ALL DIMENSIONS AND JOBSITE CONDITIONS SHALL BE VERIFIED AT THE JOB SITE PRIOR TO START OF CONSTRUCTION AND/OR FABRICATION OF MATERIALS. IF DISCREPANCIES ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED FOR CLARIFICATION.
12. CONTRACTOR SHALL PERFORM POINT-TO-POINT CHECKOUT DURING COMMISSIONING AND SUBMIT TO ENGINEER FOR REVIEW TO ENSURE A COMPLETELY FUNCTIONAL SYSTEM AS INDICATED ON PLANS PRIOR TO OWNER'S ACCEPTANCE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN BUILD OF ALL SEISMIC BRACING AND ANCHORAGE OF ALL EQUIPMENT AND PIPING. CONTRACTOR SHALL SUBMIT AS DIFFERED SUBMITTAL, PRIOR TO STARTING OF WORK.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY EQUIPMENT, IF REQUIRED, AT NO ADDITIONAL COST TO THE OWNER.
15. CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AND OF THE PRESENT INSTALLATION TO WHICH CONNECTIONS MUST BE MADE OR WHICH MUST BE CHANGED OR ALTERED BEFORE SUBMITTING BID. THE INTENT OF THE WORK IS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN. NO CONSIDERATION SHALL BE GRANTED BE ANY REASON OF LACK OF FAMILIARITY ON THE PART OF THE CONTRACTOR WITH ACTUAL PHYSICAL CONDITIONS, REQUIREMENTS, AND PRACTICES AT THE SITE.
17. COORDINATE ALL CUTTING, DRILLING, PATCHING AND REINFORCING REQUIRED FOR MECHANICAL WORK WITH GENERAL CONTRACTOR.
18. COORDINATE ENTIRE INSTALLATION OF THE HVAC SYSTEM WITH THE WORK OF ALL OTHER TRADES PRIOR TO ANY FABRICATION OR INSTALLATION. PROVIDE ALL FITTINGS, OFFSETS, AND TRANSITIONS AS REQUIRED FOR A COMPLETE WORKABLE INSTALLATION. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE ITEMS TO BE PROVIDED BY OTHER TRADES WHERE MENTIONED IN THE CONTRACT DOCUMENTS PRIOR TO BID - NO EXCEPTIONS.
19. CONTRACTOR SHALL COORDINATE VOLTAGE AND PHASE OF EACH PIECE OF EQUIPMENT WITH ELECTRICAL CONTRACTOR.
20. PROVIDE RED-LINE AS-BUILT DRAWINGS AT THE CONCLUSION OF WORK.
21. ALL EQUIPMENT WITH MOVING PARTS SHALL BE PROVIDED WITH FLEXIBLE DUCT AND PIPE CONNECTION.
22. ALL PIPING AND CONDUITS SHALL BE SUPPORTED AND BRACED IN ACCORDANCE WITH APPLICABLE CODES.
23. DAMAGE TO OTHER WORK. REPAIR ANY DAMAGE CAUSED BY THIS DIVISION CONTRACTOR TO WORK OF OTHER DIVISIONS.
24. UPON COMPLETION OF WORK, CONTRACTOR SHALL CLEAN AND REMOVE ALL DEBRIS ASSOCIATED WITH THEIR WORK AND DISPOSE OF IT. ALL DISPOSAL COSTS SHALL BE BORNE BY THE CONTRACTOR. AREA SHALL BE LEFT IN A CONDITION ACCEPTABLE TO OWNER.
25. COORDINATE THE LOCATION OF ALL ROOF OPENINGS AND THE LOCATION OF ALL ROOF MOUNTED EQUIPMENT WITH THE STRUCTURAL AND ARCHITECTURAL PLANS PRIOR TO ANY INSTALLATION.
26. PLATFORMS, CURBS, AND FLASHINGS FOR MECHANICAL EQUIPMENT SHALL BE AS INDICATED ON THE STRUCTURAL AND ARCHITECTURAL PLANS, UNLESS NOTED OTHERWISE. WHERE THERE IS A CONFLICT WITH THE MECHANICAL PLANS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER PRIOR TO FABRICATION AND INSTALLATION.
27. ALL EQUIPMENT, ACCESSORIES, AND RELATED PIPING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL FITTINGS, TRANSITIONS, DAMPERS, VALVES, AND OTHER DEVICES REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
28. MAINTENANCE LABEL SHALL BE AFFIXED TO ALL MECHANICAL EQUIPMENT AND A MAINTENANCE MANUAL SHALL BE PROVIDED FOR THE OWNER'S USE.
29. ALL DIMENSIONS SHOWN ON THESE PLANS ARE APPROXIMATE AND MUST BE CONFIRMED ON SITE.
30. ALL DUCTWORK, PIPING, CONDUIT, & ETC. PENETRATING FIRE RATED CONSTRUCTION SHALL HAVE APPROVED FIRE STOPPING.
31. ALL EQUIPMENT, DUCTS, PIPING, AND OTHER DEVICES AND MATERIALS INSTALLED OUTSIDE OF THE BUILDING OR OTHERWISE EXPOSED TO THE WEATHER SHALL BE COMPLETELY WEATHER-PROOFED AND PAINTED TO MATCH, COORDINATE WITH ARCHITECT PRIOR TO PAINTING.
32. UNLESS SPECIFICALLY SHOWN ON THESE PLANS NO STRUCTURAL MEMBERS SHALL BE CUT, DRILLED NOR NOTCHED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE STRUCTURAL ENGINEER.
33. ALL INSULATION SHALL HAVE A FLAME SPREAD OF NOT MORE THAN 25 AND A SMOKE DENSITY NOT EXCEEDING 50.

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
AMB.	AMBIENT
ARCH	ARCHITECT OR ARCHITECTURAL
B	BOILER
BHP	BRAKE HORSE POWER
BTUH	BRITISH THERMAL UNIT PER HOUR
CAV	CONSTANT AIR VOLUME
CFF	CAPPED FOR FUTURE
CD	CEILING DIFFUSER
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CLG	CEILING
COP	COEFFICIENT OF PERFORMANCE
CV	CONSTANT VOLUME
DB	DRY-BULB
DIFF	DIFFUSER
DN	DOWN
DS	DUCT SILENCER
DWG	DRAWING
(E)	EXISTING
EAG	EXHAUST AIR GRILLE
EER	ENERGY EFFICIENCY RATIO
EF	EXHAUST FAN
ENT	ENTERING
ESP	EXTERNAL STATIC PRESSURE
EXH	EXHAUST
°F OR F	DEGREES FAHRENHEIT
FCU	FAN COIL UNIT
FLA	FULL LOAD AMP.
FPI	FINS PER INCH
FPM	FEET PER MINUTE
GAL.	GALLON
HP	HORSEPOWER
HZ	HERTZ
IN. W.C.	INCH OF WATER COLUMN
IN. W.G.	INCH OF WATER GAGE
KBTUH	THOUSAND BTU PER HOUR
LBS	POUNDS
MAX.	MAXIMUM
MCA	MINIMUM CIRCUIT AMP
MCC	MOTOR CONTROL CENTER
MIN.	MINIMUM
NC	NOISE CRITERIA
OA	OUTSIDE AIR
OPNG	OPENING
P	PUMP
QTY.	QUANTITY
RA	RETURN AIR
RAG	RETURN AIR GRILLE
RLA	RUNNING LOAD AMP
RPM	REVOLUTIONS PER MINUTE
SA	SUPPLY AIR
SAG	SUPPLY AIR GRILLE
S.P.	STATIC PRESSURE
SF	SQUARE FEET
SS	STAINLESS STEEL
ST	SOUND TRAP
SWE	SIDE WALL EXHAUST
SWR	SIDE WALL RETURN
SWS	SIDE WALL SUPPLY
SWT	SIDE WALL TRANSFER
TG	TRANSFER GRILLE
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
UTR	UP THROUGH ROOF
VAV	VARIABLE AIR VOLUME
VTR	VENT THROUGH ROOF



CONTROL DEVICE MOUNTING DETAIL — SCALE NONE — 1

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initials	date	phase
	00/00/00	--

revisions/addenda

mark	date	comment
A	00/00/00	--
B		
C		
1		
2		
3		
4		
5		

CROW'S NEST 2-STORY BUILDING
BERGAMOT/LIVE OAK PARK
NORTHWEST OF DOMESTIC AVENUE AND BERGAMOT STREET
REDLANDS, CALIFORNIA 92374, LOT A
APN: 0167031109

CITY OF REDLANDS
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project information

PROJECT NO:	2200069.RA
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DATE:	07/01/2024

sheet name

MECHANICAL GENERAL NOTES, LEGEND, DETAILS & SCHEDULES

sheet number

M-001

SHEET OF SHEETS

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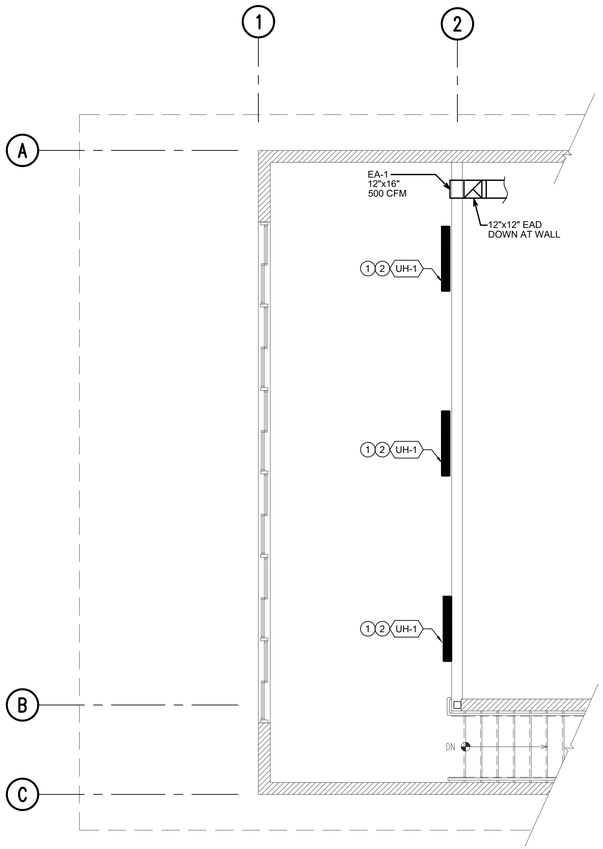
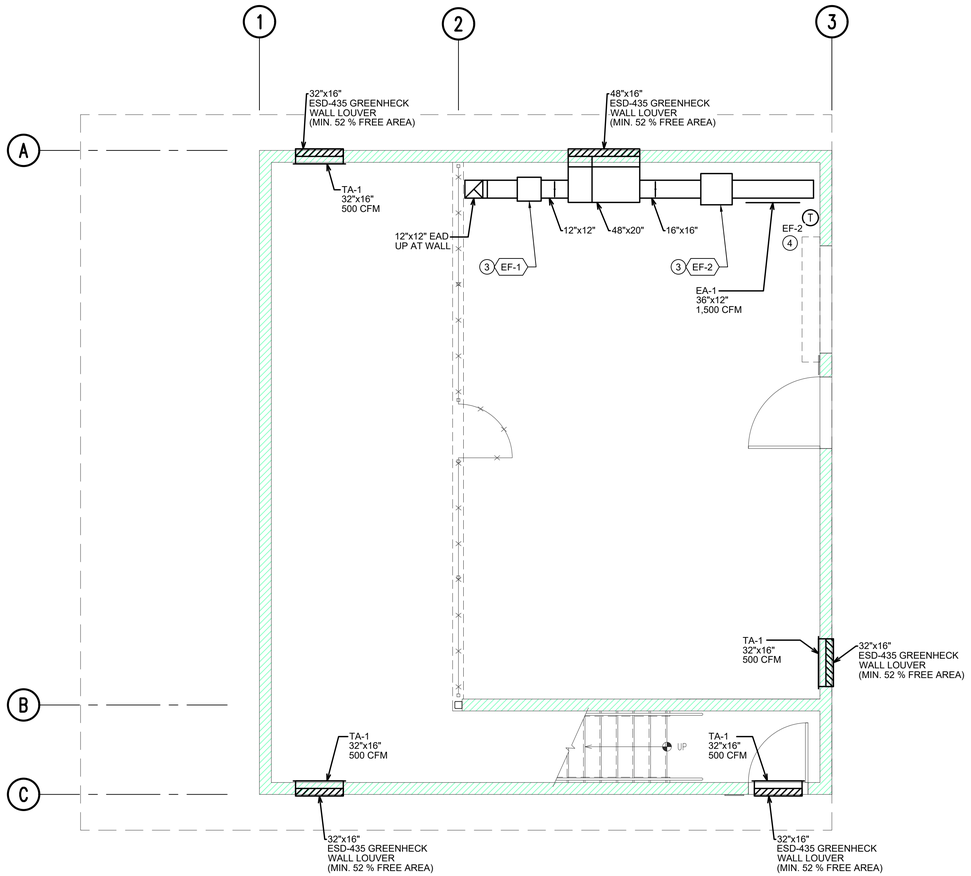
REGISTERED PROFESSIONAL ENGINEER — JULIE PAIS — No. M36549 Exp. 9/30/25 — MECHANICAL — STATE OF CALIFORNIA



SECOND FLOOR – MECHANICAL FLOOR PLAN

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



FIRST FLOOR – MECHANICAL FLOOR PLAN

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

PLAN NOTES:

1. QUANTITIES LISTED ON THESE DOCUMENTS ARE FOR AGENCY APPROVAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES FOR BIDDING PURPOSES.
2. ALL NEW WORK SHALL CONFORM TO CURRENT BUILDING STANDARDS, UNLESS NOTED OTHERWISE.
3. CONTRACTOR TO VERIFY EXISTING CONSTRUCTION WITHIN THE SCOPE OF WORK TO ENSURE CONFORMANCE WITH NOTED RATINGS AND LOCAL CODES. RETROFIT NON-CONFORMING CONSTRUCTION AS REQUIRED.
4. REFER TO ARCHITECTURAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION AND SCOPE COORDINATION.
5. ALL INSTALLATION OF THE MECHANICAL EQUIPMENT SHALL COMPLY WITH THE MANUFACTURER'S SPECIFICATION AND CLEARANCE REQUIREMENTS.
6. PROVIDE WALL AND CEILING ESCUTCHEONS AT ALL PIPE PENETRATION.

PLAN KEYNOTES:

1. INSTALL UNIT UNIT HEATER SECURED TO WALL IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS..
2. INSTALL UNIT HEATER AT 24 INCHES ABOVE FINISH FLOOR.
3. INSTALL IN-LINE EXHAUST FAN SUSPENDED FROM ROOF STRUCTURE ABOVE, LEVEL, WITH VIBRATION ISOLATORS, FLEX CONNECTORS, AND BACKDRAFT DAMPER.
4. ALL ROOM SENSORS AND CONTROLS MUST BE INSTALLED PER ADA REQUIREMENTS.

PROJECT NOTES

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revisions/addenda

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C		
1		
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3		
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5		

CROW'S NEST 2-STORY BUILDING
BERGAMOT/LIVE OAK PARK
NORTHWEST OF DOMESTIC AVENUE AND BERGAMOT STREET
REDLANDS, CALIFORNIA 92374, LOT A
APN: 016703109

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project information

PROJECT NO:	2200069B.RA
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MECHANICAL
FLOOR PLANS

sheet number

M-101

SHEET ... OF SHEETS

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REGISTERED PROFESSIONAL ENGINEER
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STATE OF CALIFORNIA

- GENERAL

A. THESE DRAWINGS ARE COPY RIGHTED INSTRUMENTS OF SERVICE OF HOHBACH-LEWIN, INC. FOR USE ONLY ON THIS PROJECT.

B. CONTRACTOR RESPONSIBILITY - CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES AND SAFETY PRECAUTIONS, INCLUDING BUT NOT LIMITED TO SHORING AND TEMPORARY BRACING.

C. DIMENSIONS - USE WRITTEN DIMENSIONS ONLY. VERIFY ALL DIMENSIONS AT JOB SITE BEFORE COMMENCING WORK AND REPORT ANY DISCREPANCIES. WHERE NO DIMENSIONS ARE PROVIDED, OBTAIN CLARIFICATION PRIOR TO PROCEEDING WITH WORK. DO NOT SCALE DRAWINGS.

D. COORDINATION - OPENINGS THROUGH WALLS AND FLOORS FOR MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE COORDINATED BY CONTRACTOR AND CONSTRUCTED PER TYPICAL DETAILS SHOWN IN THESE DOCUMENTS. NO MECHANICAL OR ELECTRICAL SYSTEM COMPONENTS SHALL BE EMBEDDED IN SLABS OR WALLS UNLESS SPECIFICALLY DETAILED IN THESE DOCUMENTS.

E. OMISSIONS AND CONFLICTS - OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE CONSTRUCTION DOCUMENTS SHOULD BE BROUGHT TO THE ATTENTION OF THE DESIGN TEAM. IF CERTAIN FEATURES ARE NOT FULLY DELINEATED IN THE CONSTRUCTION DOCUMENTS, THEIR CONSTRUCTION SHALL BE OF THE SAME CHARACTER AS FOR SIMILAR CONDITIONS THAT ARE DELINEATED.

F. STRUCTURAL DRAWINGS ARE INTENDED TO BE USED WITH ARCHITECTURAL AND MECHANICAL DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING SUCH REQUIREMENTS INTO THEIR SHOP DRAWINGS AND WORK.

G. THERE SHALL BE NO CHANGE IN SIZE OR DIMENSION OF A STRUCTURAL MEMBER, NOR SHALL ANY OPENINGS BE MADE IN ANY STRUCTURAL MEMBER, WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.

H. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED UPON THE STRUCTURE. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE STRUCTURE AT THE TIME THE LOADS ARE IMPOSED.

I. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY DEVIATION FROM THE CONTRACT DOCUMENTS.

J. SEE DRAWINGS OTHER THAN STRUCTURAL FOR: TYPES OF FLOOR FINISH AND THEIR LOCATION, DEPRESSIONS IN FLOOR SLABS, OPENINGS IN WALLS AND FLOORS REQUIRED BY ARCHITECTURAL AND MECHANICAL FEATURES, AND ROADWAY PAVING, WALKS, RAMPS, STAIRS, CURBS, ETC.

K. TYPICAL DETAILS - DETAILS NOTED AS TYPICAL ARE APPLICABLE WHERE SPECIFIED ON THE STRUCTURAL DRAWINGS AND WHEREVER THE CONDITION OCCURS THROUGHOUT THE PROJECT, INCLUDING LOCATIONS WHERE THE DETAIL IS NOT EXPLICITLY SPECIFIED OR REFERENCED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY LOCATIONS WHERE TYPICAL DETAILS ARE APPLICABLE PRIOR TO CONSTRUCTION.

DESIGN CRITERIA	
GOVERNING CODE AUTHORITY: **CALIFORNIA BUILDING CODE 2022**	
EARTHQUAKE DESIGN DATA	
SEISMIC IMPORTANCE FACTOR, I, AND RISK CATEGORY	1.00, II
MAPPED SPECTRAL RESPONSE ACCELERATIONS, Ss AND S1	2.055, 0.797
DESIGN SPECTRAL RESPONSE COEFFICIENTS, SDS AND SD1	1.370, 0.903
SOIL SITE CLASS	D
SEISMIC DESIGN CATEGORY	E
ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE ANALYSIS	
BASIC SEISMIC FORCE RESISTING SYSTEM(S)	SPECIAL REINFORCED MASONRY SHEAR WALLS
RESPONSE MODIFICATION FACTOR(S), R	5
SEISMIC RESPONSE COEFFICIENT(S), Cs	0.274
REDUNDANCY FACTOR, Ro	1.3
OVERSTRENGTH FACTOR, Ωo	2 1/2
DEFLECTION AMPLIFICATION FACTOR, Cd	3 1/2
WIND DESIGN DATA	
BASIC DESIGN WIND SPEED	96 MPH
RISK CATEGORY	II
WIND EXPOSURE CATEGORY	C
APPLICABLE INTERNAL PRESSURE COEFFICIENT	±0.18
VELOCITY WIND PRESSURE, qz	18 PSF
SOIL DESIGN DATA	
SOIL ALLOWABLE VERTICAL BEARING CAPACITY	2000 PSF
GRAVITY DESIGN DATA	
ROOF DEAD LOAD	14 PSF
ROOF LIVE LOAD	20 PSF
FLOOR DEAD LOAD	12 PSF
FLOOR LIVE LOAD	50 PSF
STAIR DEAD LOAD	40 PSF
STAIR LIVE LOAD	100 PSF
WALL DESIGN DATA	
EXTERIOR WALL	78 PSF
NON-BEARING PARTITION WALL GRAVITY	NONE
LATERAL	NONE

- CONCRETE

A. CONCRETE SHALL BE SUPPLIED AND PLACED IN ACCORDANCE WITH ACI 318-14

B. CONCRETE SHALL BE AS FOLLOWS:

CONCRETE USE	STRENGTH AT 28 DAYS U.O.N.	W/C RATIO	MAX. AGGREGATE SIZE	WEIGHT	SHRINKAGE
SLAB ON GRADE	3000 PSI	0.45 MAX.	3/4" TO 1" (LS)	145pcf	.045%
FOUNDATIONS	3500 psi	0.50 MAX.	3/4" TO 1"	145pcf	-

(LS) CRUSH LOW SHRINKAGE ROCK

C. STRENGTH: COMPRESSIVE STRENGTH IN PSI WHEN TESTED IN ACCORDANCE WITH ASTM C39

D. PORTLAND CEMENT SHALL CONFORM TO ASTM C-150, TYPE II.

E. AGGREGATE FOR STONE CONCRETE SHALL CONFORM TO ASTM C-33. FOR LOW SHRINKAGE AGGREGATE; USE LIMESTONE OR GRANITE. AGGREGATE FOR LIGHTWEIGHT CONCRETE SHALL CONFORM TO ASTM C-330.

F. ADMIXTURES: MIX SHALL CONTAIN POLYMER BASED, WATER REDUCING ADMIXTURE. THE FOLLOWING TYPES OF ADMIXTURES ARE ALLOWED AS PLASTICIZERS AND/ OR SET ACCELERATORS TO IMPROVE WORKABILITY. 1. ASTM C494, TYPES A, C, E, G. HIGH RANGE WATER REDUCERS SHALL ALSO MEET REQUIREMENTS OF ASTM C 1017. 2. THE INITIAL SLUMP OF THE CONCRETE BEFORE INTRODUCING ADMIXTURES SHOULD BE MINIMUM 2" INCHES

G. SHRINKAGE - CONTRACTOR TO PROVIDE CONCRETE MIX HISTORY DATA OR PROVIDE TESTING REPORT.

H. MINIMUM REINF. COVER FOR CAST-IN-PLACE CONCRETE:
1. CONC. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH . . . . . 3"
2. CONC. FORMED BELOW GRADE OR EXPOSED TO WEATHER:
NO. 6 AND GREATER . . . . . 2"
NO. 5 AND SMALLER . . . . . 1 1/2"
3. CONC. NOT EXPOSED TO WEATHER NOR IN CONTACT WITH GROUND:
SLABS, WALLS, AND JOISTS: NO. 11 AND SMALLER . . . . . 1"
BEAMS AND COL: PRIMARY REINF., TIES, STIRRUPS, SPIRALS . . . . . 1 1/2"

J. PLACEMENT
1. ALL REINFORCING BARS, ANCHOR BOLTS, AND ALL OTHER CONC. INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.
2. CHAMFER ALL CORNERS OF CONCRETE TO PREVENT DAMAGE.
3. CONSTRUCTION TOLERANCE SHALL COMPLY TO ACI 117.
4. CONCRETE SHALL BE PLACED IN A CONTINUOUS OPERATION BETWEEN PREDETERMINED CONSTRUCTION JOINTS.
5. USE VIBRATORS TO CONSOLIDATE CONCRETE. DO NOT USE VIBRATORS TO MOVE CONCRETE.
6. CONCRETE SHALL BE CONTINUOUSLY CURED FOR 7 DAYS AFTER PLACEMENT IN ANY APPROVED MANNER. FOOTINGS ARE EXEMPTED FROM THIS REQUIREMENT.
7. PATCHING OF CONCRETE: ALL INSERT HOLES AND OTHER IMPERFECTIONS ON THE SURFACES OF THE CONCRETE SHALL BE FILLED WITH GROUT, BRUSHED AND SACKED TO A UNIFORM FINISH.

K. CONSTRUCTION JOINTS:
1. CONSTRUCTION JOINTS SHOWN MAY BE PROVIDED AT CONTRACTORS OPTION. ANY PROPOSED CONSTRUCTION JOINTS NOT SHOWN MUST BE SUBMITTED TO THE DESIGN PROFESSIONAL OF RECORD FOR APPROVAL.
2. ROUGHENED CONSTRUCTION JOINTS (R.C.J.): WHERE NOTED ON DRAWINGS R.C.J. ROUGHEN JOINT TO MINIMUM 1/4 INCH AMPLITUDE.

L. INTERIOR SLAB ON GRADE:
1. DO NOT ALLOW WATER TO COLLECT ON OR AROUND BUILDING PAD.
2. INITIAL CURING: INITIAL CURING SHALL IMMEDIATELY FOLLOW THE FINISHING OPERATION. CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST AT LEAST OVERNIGHT.
3. FINAL CURING: IMMEDIATELY FOLLOWING THE INITIAL CURING AND BEFORE THE CONCRETE HAS DRIED, SLABS TO BE CONTINUOUSLY CURED FOR 7 DAYS BY WET COVERING OR MOISTURE RETAINING COVERING TO REDUCE THE LIKELIHOOD OF SHRINKAGE OR CRACKING. LIQUID MEMBRANE CURING COMPOUNDS SHALL NOT BE PERMITTED (WITHOUT OWNER'S WRITTEN APPROVAL).
4. INTERIOR SLABS SHALL RECEIVE A LIGHT BROOM FINISH U.O.N. TOLERANCE SHALL BE 1/8" IN 10'-0". EDGES SHALL BE SMOOTH TROWELED.

M. ALL CONC. TO BE REINFORCED UNLESS SPECIFICALLY MARKED "NOT REINFORCED".

N. VAPOR BARRIER:
1. 15 MIL ASTM E-1745 CLASS A, TYP. U.O.N.

- REINFORCING STEEL

A. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH ACI 315 AND ACI 318.

B. REINFORCING STEEL SHALL BE AS FOLLOWS:

REINF.	TYPE
BARS/TIES/SPIRALS	ASTM A615, GRADE 60, U.O.N.
WELDED REINF.	ASTM A706, GRADE 60 OR 80 AS NOTED
TIE AND SPIRAL WIRE REINF.	ASTM A1064, GRADE 60
WELDED WIRE REINF.	ASTM A1064, GRADE 60
REINF. USE	TYPE
MAT FOUNDATIONS	ASTM A615, GRADE 80
SLAB-ON-GRADE	ASTM A615, GRADE 60
FOUNDATIONS	ASTM A615, GRADE 80
CONC. COLUMNS	ASTM A706, GRADE 80
POST-TENSIONED SLABS	ASTM A615, GRADE 80
CONVENTIONAL SLABS/BEAMS	ASTM A615, GRADE 80
CONC. SHEAR WALLS *	ASTM A706 OR ASTM A615, GRADE 60

* THE ACTUAL YIELD STRENGTH BASED ON MILL TESTS DOES NOT EXCEED Fy BY MORE THAN 18,000 PSI; AND THE RATIO OF THE ACTUAL TENSILE STRENGTH TO THE ACTUAL YIELD STRENGTH IS NOT LESS THAN 1.25.

C. DO NOT FIELD BEND OR STRAIGHTEN IN ANY MANNER THAT WILL DAMAGE REINFORCING.

D. PROVIDE SPLICES IN REINFORCING ONLY WHERE SHOWN ON DRAWINGS OR APPROVED IN WRITING BY ENGINEER OF RECORD.

E. WELDING TO CONFORM TO AWS D1.4

- STEEL

A. STRUCTURAL STEEL TO BE SUPPLIED DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.

B. U.O.N. STEEL SHALL BE AS FOLLOWS:
1. WIDE FLANGE SHAPES: ASTM A992
2. HOLLOW STRUCTURAL SECTIONS: ASTM A500 GRADE B, U.O.N.
3. PIPES: ASTM A53, GR. B
4. OTHER SHAPES AND PLATES: ASTM A36, ASTM A572 GR. 50 AS NOTED.
5. BOLTS: ASTM A307
6. HIGH STRENGTH BOLTS: ASTM F3125 GRADE A325, U.O.N.
7. THREADED RODS: ASTM A36, U.O.N.
8. ANCHOR RODS: F1554 GR. 36 TYP., U.O.N.
9. WELDING ELECTRODES: E-70xx U.O.N.
10. WELDED STUDS: FLUX FILLED HEADED STUDS CONFORMING TO ASTM A108 BY NELSON OR EQUAL.

*NOTE: REFERENCE TYPICAL DETAIL SHEETS FOR OTHER GRADES OF STEEL REQUIRED AT SEISMIC LOAD RESISTING SYSTEMS (SLRS) WHERE OCCURS.

C. WELDING TO CONFORM TO AWS AND TO BE PERFORMED BY CERTIFIED WELDERS.

D. BUTT WELDS ARE TO BE COMPLETE PENETRATION U.O.N. ALL FILLET WELDS SHOWN ARE MINIMUM REQUIRED BY STRESS. INCREASE WELDS TO A.I.S.C. MINIMUM SIZES BASED ON THICKNESS OF MATERIAL JOINED U.O.N.

E. STEEL BEAMS ARE EQUALLY SPACED BETWEEN DIMENSION POINTS OR GRID LINES, U.O.N.

F. STEEL NOT RECEIVING FIRE PROOFING SHALL BE SHOP PRIMED.

G. ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIP ZINC GALVANIZED U.O.N.

H. NON SHRINK GROUT: 7500 psi COMPRESSIVE STRENGTH, NON METALLIC CONFORMING TO ASTM C1107. MASTERFLOW 928 OR EQUAL.

I. FOR SPECIAL REQUIREMENTS FOR THE SEISMIC LOAD RESISTING SYSTEM, SEE SHEETS: S704 AND S705.

J. INTUMESCENT PAINT TO MEET REQUIREMENTS OF ASTM E119.

- CONCRETE MASONRY

A. CONCRETE MASONRY TO BE SUPPLIED PER 2022 CBC SECTION 2105 AND PLACED PER SECTION 2104

B. ASSEMBLY STRENGTH f'm = 1500 psi AT 28 DAYS.

C. UNITS: MEDIUM WEIGHT 2 CELL BLOCKS CONFORMING TO ASTM C90. SHRINKAGE OF BLOCKS SHALL NOT EXCEED .065% WHEN TESTED PER ASTM C426.

D. MORTAR: ASTM C270, TYPE M.

E. GROUT: ASTM C476. COMPRESSIVE STRENGTH AS REQUIRED TO ATTAIN SPECIFIED ASSEMBLY STRENGTH. ALL CELLS SHALL BE FULLY GROUTED.

F. USE LOW LIFT CONSTRUCTION WITH MAXIMUM GROUT POUR HEIGHT OF 4'. HIGH LIFT GROUTING IS ACCEPTABLE IF APPROVED IN WRITING BY THE ENGINEER.

G. ALL MASONRY TO BE REINFORCED UNLESS SPECIFICALLY MARKED 'NOT REINFORCED'.

H. SEE PLAN FOR LOCATIONS OF VERTICAL CONTROL JOINTS. HORIZONTAL BOND BEAM AND LINTEL REINFORCING SHALL BE CONTINUOUS ACROSS VERTICAL CONTROL JOINTS.

I. ALL CELLS, SHALL BE GROUTED SOLID. REINFORCING STEEL SHALL BE SECURED IN PLACE BEFORE GROUTING STARTS.

J. MASONRY BUILDING WALLS HAVE BEEN DESIGNED TO SPAN VERTICALLY AS SIMPLE SPANS FROM FLOOR TO ROOF AND ARE DEPENDENT UPON THE COMPLETED ROOF STRUCTURE AND THE COMPLETION OF ALL MASONRY WALLS FOR STABILITY AND FOR RESISTANCE TO WIND AND SEISMIC FORCES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ALL NECESSARY TEMPORARY BRACING AS REQUIRED FOR CONSTRUCTIONS LOADS, FOR STABILITY AND FOR RESISTANCE TO WIND AND SEISMIC FORCES UNTIL THE ENTIRE STRUCTURE IS COMPLETE. THE SHORING SHALL NOT RELY ON ANY MOMENT RESISTANCE CAPACITY OF THE FOOTINGS.

- WOOD

A. FRAMING LUMBER - DOUGLAS FIR U.O.N.;
1. JOISTS AND RAFTERS: NO. 1 FOR 2x10 & SHALLOWER, NO. 1 & BETTER FOR 2x12 & DEEPER
2. POSTS, BEAMS, AND HEADERS: NO. 1
3. STUDS, PLATES, BLOCKS, LIGHT FRAMING AND MISC: NO. 2
4. ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY TO BE PRESERVATIVE TREATED.
5. ALL LUMBER SHALL HAVE A MAXIMUM MOISTURE CONTENT OF 19% PRIOR TO FINAL FRAMING INSPECTION.

B. SHEATHING:
1. ROOF SHEATHING: 15/32 INCH APA RATED 24/0 EXPOSURE 1 PLYWOOD. (4 PLY MIN.) S.A.D. WHEN RADIANT BARRIER SHEATHINGS REQUIRED.
2. FLOOR SHEATHING: 23/32 INCH APA RATED 48/24 EXPOSURE 1 PLYWOOD. PLY MIN. WITH TONGUE AND GROOVE EDGES GLUED TO SUPPORT, U.O.N. MINIMUM SHEET DIMENSION FOR PANEL SHALL BE 24"

C. FRAMING HARDWARE: AS MANUFACTURED BY SIMPSON OR APPROVED EQUAL. SIMPSON DESIGNATIONS USED.

D. NAILS: COMMON WIRE GAGE U.O.N. NAILING TO CONFORM TO CBC TABLE 2304.10.2 U.O.N.

E. BOLTS: ASTM A307. PROVIDE WASHER UNDER HEADS AND NUTS.

F. PROVIDE LATERAL SUPPORT FOR BEAMS, JOISTS AND RAFTERS AT ENDS AND POINTS OF BEARING.

G. LAG SCREWS PER ANSI/ ASME STANDARD B18.2.1 PROVIDE LEAD HOLE SAME DIAMETER AND DEPTH AS SHANK AND THEN DRILL HOLE 60% - 70% OF SHANK DIAMETER FOR THREADED PORTIONS.

H. GLUE-LAMINATED BEAMS:
1. 24FV4 FOR SIMPLE SPANS AND 24FV8 FOR CANTILEVERED AND CONTINUOUS BEAMS.
2. INDUSTRIAL GRADE TYP.
3. CAMBER TO RADIUS OF 3500' U.O.N.
4. FABRICATED WITH EXTERIOR GLUE.
5. MATERIAL SHALL BE IN ACCORDANCE WITH ANSI/AITC A190.1 AND ASTM D3737.

I. MICRO-LAMS 1.9E (LVL); PARALLEL STRAND LUMBER 2.0E (PSL) 'PARALLAM'; TIMBER STRAND 1.55E (LSL) SHALL BE MANUFACTURED BY WEYERHAEUSER OR EQUIVALENT APPROVED ICC MANUFACTURED PRODUCT.

J. I-JOISTS SHALL BE MANUFACTURED BY WEYERHAEUSER OR EQUIVALENT APPROVED ICC MANUFACTURED PRODUCT. USE TJI ### JOISTS FOR TYPICAL FLOOR UNLESS OTHERWISE NOTED.

K. HOLDOWNS: AS MANUFACTURED BY SIMPSON OR APPROVED EQUIVALENT

L. PRESSURE TREATED LUMBER:
1. PRESSURE TREATED LUMBER SHALL BE AWPA STAMPED AMMONIACAL COPPER QUAT (ACQ), COPPER AZOLE (CA), OR BORATE TREATED PRESERVATIVES IN ACCORDANCE WITH AWPA STANDARD U1 TO THE REQUIREMENTS OF USE CATEGORY 2 (UC2) U.O.N. ALL EXTERIOR EXPOSED LUMBER SHALL BE PRESSURE TREATED IN ACCORDANCE WITH AWPA U1 TO THE REQUIREMENTS OF USE CATEGORY 4A (UC4A).
2. ALL PRESERVATIVE TREATED LUMBER SHALL BE FIELD-APPLIED WITH PRESERVATIVE WHERE CUT AND DRILLED ON SITE WITH COPPER NAPHTHENATE (2% COPPER AS METAL).
3. USE HOT DIPPED GALVANIZED HARDWARE, IE. BOLTS, NAIL, ETC. FOR ALL ATTACHMENT TO PRESERVATIVE TREATED MEMBERS U.O.N.
4. ELECTROPLATED ZINC STEEL FASTENERS, INCLUDING NUTS AND WASHERS, IN WOOD TREATED WITH SBX/ DOT OR ZINC BORATE IN ACCORDANCE WITH AWPA U1 USE CATEGORY 2 AND BELOW SHALL BE PERMITTED PER CBC SECTION 2304.10.6.1 FOR INTERIOR, DRY CONDITIONS.

STRUCTURAL SHEET INDEX

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S-301	STRUCTURAL ELEVATIONS
S-401	WALL SECTIONS
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S-501	TYPICAL FOUNDATION DETAILS
S-502	TYPICAL MASONRY DETAILS
S-801	TYPICAL WOOD DETAILS
S-802	TYPICAL WOOD DETAILS

ABBREVIATIONS

&	AND	LONG.	LONGITUDINAL
@	AT	L.V.F.	LOW-VELOCITY FASTENER
A.B.	ANCHOR BOLT	MAX.	MAXIMUM
ARCH.	ARCHITECTURAL	M.B.	MACHINE BOLTS (UNFINISHED)
AYC	ALASKAN YELLOW CEDAR	MIN.	MINIMUM
BLDG.	BUILDING	(N)	NEW
BLK'G.	BLOCKING	N.S.	NEAR SIDE
BM.	BEAM	NTS.	NOT TO SCALE
B.N.	BOUNDARY NAIL		
B.O.C.	BOTTOM OF CONCRETE	O.C.	ON CENTER
BOT.	BOTTOM	OPP.	OPPOSITE
℄	CENTER LINE	PL	PLATE
C.G.S.	CENTER OF GRAVITY OF POST-TENSIONING STRAND	PLY.	PLYWOOD
		P/T	POST TENSIONING
C.J.	CONTROL JOINT		
CLR.	CLEAR COVER	R.C.J.	ROUGHENED CONSTRUCTION JOINT
COL.	COLUMN	REINF.	REINFORCEMENT
CONC.	CONCRETE	REQD.	REQUIRED
CONT.	CONTINUOUS		
		S.A.D.	SEE ARCHITECTURAL DRAWINGS
DBL.	DOUBLE	S.C.D.	SEE CIVIL DRAWINGS
DBO.	DRAWING BY OTHER	SCHED.	SCHEDULE
DET.	DETAIL	S.D.B.O.	SEE DRAWINGS BY OTHERS
D.C.	DEMAND CRITICAL	SIM.	SIMILAR
D.F.	DOUGLAS FIR	S.J.	SEISMIC JOINT
DWG.	DRAWING	S.L.R.S.	SEISMIC LOAD RESISTING SYSTEM
		S.M.D.	SEE MECHANICAL DRAWINGS
(E)	EXISTING	SPEC.	SPECIFICATION
EA.	EACH	SQ.	SQUARE
EL.	ELEVATION	SYM.	SYMMETRICAL
E.N.	EDGE NAIL		
E.W.	EACH WAY	T&B	TOP AND BOTTOM
EXT.	EXTERIOR	T&G	TONGUE AND GROOVE
		T.D.	TIE DOWN
FDN.	FOUNDATION	T.O.C.	TOP OF CONCRETE
F.F.	FINISH FLOOR	T.O.F.	TOP OF FOOTING
FLR.	FLOOR	T.O.S.	TOP OF STEEL FRAMING
F.N.	FIELD NAIL	T.P.	TOP OF PLATE
F.O.C.	FACE OF CONCRETE	TRAN.	TRANSVERSE
F.O.S.	FACE OF STUD	TYP.	TYPICAL
F.S.	FAR SIDE		
FTG.	FOOTING	U.O.N.	UNLESS OTHERWISE NOTED
G.C.	GENERAL CONTRACTOR	VERT.	VERTICAL
H.D.	HOLD DOWN	V.I.F.	VERIFY IN FIELD
HDR.	HEADER		
HORIZ.	HORIZONTAL	W/	WITH
HSS	HOLLOW STEEL SECTION	W/O	WITHOUT
J.H.	JOIST HANGER		

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REGISTERED PROFESSIONAL ENGINEER
JULIE TSAI
S 3073
Exp. 03-31-2025
STRUCTURAL
STATE OF CALIFORNIA

owner approval

initials	date	phase
	00/00/00	--

revisions/addenda

mark	date	comment
A	00/00/00	--
B		
C		
1		
2		
3		
4		
5		

CROWS NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
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project information

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sheet name

STRUCTURAL GENERAL NOTES

sheet number

S-100

SHEET OF XX SHEETS

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- SPECIAL INSPECTIONS

SPECIAL INSPECTIONS AND TESTING WILL BE PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, THE ATTACHED "STATEMENT OF SPECIAL INSPECTION" FORM DSA-103 AND CBC SECTIONS 1704A, 1705A.

STATEMENT OF SPECIAL INSPECTIONS

THIS STATEMENT OF SPECIAL INSPECTION IS SUBMITTED IN FULFILLMENT OF THE REQUIREMENTS OF CBC SECTIONS 1704A.3. THE FOLLOWING ATTACHMENTS SUMMARIZE THE SPECIAL INSPECTIONS AND STRUCTURAL TESTS REQUIRED FOR THIS PROJECT.

THESE REQUIREMENTS HAVE ALSO BEEN MADE PART OF THE APPROVED PLANS.

THE OWNER RECOGNIZES HIS OR HER OBLIGATION TO ENSURE THAT THE CONSTRUCTION COMPLIES WITH THE APPROVED PERMIT DOCUMENTS AND TO IMPLEMENT THIS PROGRAM OF SPECIAL INSPECTIONS. IN PARTIAL FULFILLMENT OF THESE OBLIGATIONS, THE OWNER WILL RETAIN AND DIRECTLY PAY FOR THE SPECIAL INSPECTIONS AS REQUIRED IN CBC SECTION 1704A.2

SPECIAL INSPECTORS WILL REFER TO THE APPROVED PLANS AND SPECIFICATIONS, THE ABOVE REFERENCED SCHEDULES, AND THE RELEVANT CBC SECTIONS FOR DETAILED SPECIAL INSPECTION REQUIREMENTS. ANY ADDITIONAL TESTS AND INSPECTIONS REQUIRED BY THE APPROVED PLANS AND SPECIFICATIONS WILL ALSO BE PERFORMED.

INTERIM INSPECTION REPORTS SHALL BE SUBMITTED TO OWNER, ARCHITECT, DSA AND TO HOHBACH-LEWIN, INC. IN ACCORDANCE WITH CBC SECTION 1704A.2.4. A FINAL REPORT OF SPECIAL INSPECTIONS DOCUMENTING REQUIRED SPECIAL INSPECTIONS, TESTING, AND CORRECTION OF ANY DEFICIENCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.

THIS PLAN HAS BEEN DEVELOPED WITH THE UNDERSTANDING THAT THE BUILDING OFFICIAL WILL:

- REVIEW AND APPROVE THE QUALIFICATIONS OF THE SPECIAL INSPECTORS PERFORMING THE INSPECTIONS
- MONITOR SPECIAL INSPECTION ACTIVITIES TO ASSURE COMPLIANCE WITH PROJECT REQUIREMENTS
- REVIEW SUBMITTED INSPECTION REPORTS
- PERFORM INSPECTION

SCHEDULE OF SPECIAL INSPECTIONS

INSPECTION FREQUENCY

C - CONTINUOUS INSPECTION
P - PERIODIC INSPECTION
X - DENOTES INSPECTION THAT IS EITHER ONE-TIME OR AT A FREQUENCY DEFINED IN SOME OTHER MANNER
N - INSPECTION IS NOT REQUIRED

- EXPANSION ANCHORS (HILTI)

A. EXPANSION BOLTS SHALL BE HILTI KWIK-BOLT TZ2-CARBON STEEL ANCHOR (ESR-4266) OR APPROVED EQUAL PRODUCT. ALTERNATE PRODUCTS MUST BE SUBMITTED TO E.O.R. FOR SUBSTITUTION PRIOR TO INSTALLATION PER SPECIFICATIONS.

a. ANCHORS MUST BE INSTALLED IN HOLES DRILLED INTO THE CONCRETE USING CARBIDE-TIPPED MASONRY DRILL BITS COMPLYING WITH ANSI B212.15-1994, USING THE HILTI SAFESET SYSTEM WITH HILTI TE-YD OR TE-CD HOLLOW DRILL BITS COMPLYING WITH ANSI B212.15-1994 WITH A HILTI VACUUM IN ACCORDANCE WITH FIGUERE 6 AND FIGURE 7 AS SHOWN ON ICC ESR-4266 REPORT, OR USING HILTI SPX-T CORE BITS IN ACCORDANCE WITH FIGUERE 7 AS SHOWN ON ICC ESR-4266 REPORT. THE HOLLOW DRILL BITS ARE NOT PERMITTED FOR USE WITH 1/4-INCH - AND 3/8-INCH DIAMETER KB-TZ2 ANCHORS. THE HILTI SPX-T CORE BITS ARE NOT PERMITTED FOR USE WITH THE 1/4-INCH-DIAMETER KB-TZ2 ANCHORS. THE MINIMUM DRILLED HOLE DEPTH, ho, IS GIVEN IN TABLE 1. IF DUST AND DEBRIS IS REMOVED FROM THE DRILLED HOLE WITH THE HILTI TE-YD OR TE-CD HOLLOW DRILL BITS, THE DRS ATTACHMENT SYSTEM, OR COMPRESSED AIR OR A MANUAL PUMP, hnom IS ACHIEVED AT THE SPECIFIED VALUE O ho NOTED IN TABLE.

B. INSTALLATION: INSTALL THE EXPANSION ANCHORS IN ACCORDANCE WITH THE REQUIREMENTS GIVEN IN MANUFACTURER'S RECOMMENDATIONS FOR THE SPECIFIC ANCHOR AND THE CODE APPROVAL REPORT.

C. SPECIAL INSPECTION SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 1704 OF THE CBC. (1704A OF THE CBC FOR DSA PROJECTS)

D. WHEN EXPANSION ANCHORS ARE USED FOR SILL PLATE BOLTING AWAY FROM THE EDGE, 10% OF THE ANCHORS SHALL BE TENSION TESTED. FOR ALL OTHER STRUCTURAL APPLICATIONS, ALL SUCH EXPANSION ANCHOR SHALL BE TENSION TESTED. WHEN EXPANSION ANCHORS ARE USED FOR NON-STRUCTURAL APPLICATIONS, 50% OF ANCHORS SHALL BE TENSION TESTED. IF ANY ANCHOR FAILS TESTING, TEST ALL ANCHORS OF THE SAME TYPE NOT PREVIOUSLY TESTED UNTIL 20 CONSECUTIVE ANCHORS PASS. (PER IR-19.1 FOR DSA PROJECTS ONLY)

E. CONCRETE AT TIME OF INSTALLATION SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF SPECIFIED 28 DAY STRENGTH Fc.

DIA.	EFF. MIN. EMBED	NOM. EMBED	MIN. HOLE DEPTH	MIN. EDGE DISTANCE	MIN. SPACING	MIN. MEMBER THICKNESS	TORQUE TEST VALUE (FT-LBS) CARBON STEEL ANCHORS	TORQUE TEST VALUE (FT-LBS) STAINLESS STEEL ANCHORS
1/4"	1 1/2"	1 3/4"	2"	1 1/2"	1 1/2"	3 1/4"	4	6
3/8"	2"	2 1/2"	2 3/4"	2 1/2"	2 1/4"	4"	30	30
1/2"	2 1/2"	3"	3 1/4"	2 3/4"	3"	5"	50	40
5/8"	2 3/4"	3 1/4"	3 3/4"	4 1/2"	4 1/2"	5"	40	60
3/4"	3 1/4"	4"	4 1/4"	5"	4 1/2"	5 1/2"	110	125

- TESTING

REQUIRED STRUCTURAL TESTS ARE LISTED ON THE ATTACHED SCHEDULE OF STRUCTURAL TESTS. SEE THE STATEMENT OF SPECIAL INSPECTION FOR ADDITIONAL REQUIREMENTS.

- STRUCTURAL OBSERVATION (BY HOHBACH-LEWIN, INC.)

HOHBACH-LEWIN SHALL BE NOTIFIED FOR STRUCTURAL OBSERVATION AT THE STAGES OF CONSTRUCTION INDICATED BELOW. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A MINIMUM OF 48 HOURS NOTICE IN ADVANCE OF COVERING STRUCTURAL ELEMENTS WITH CONCRETE, FINISHES, OR OTHER VISUAL OBSTRUCTIONS. THE CONTRACTOR SHALL PROVIDE SUITABLE TIME TO MAKE A REQUIRED CORRECTIONS FOLLOWING SITE OBSERVATION BY THE ENGINEER.

STRUCTURAL OBSERVATIONS ARE REPRESENTATIVE LOCATIONS OF THE STRUCTURE FOR GENERAL CONFORMANCE WITH THE APPROVED STRUCTURAL DRAWINGS AND DO NOT WAIVE THE NEED FOR INSPECTION AND SPECIAL INSPECTION.

HOHBACH-LEWIN SHALL BE NOTIFIED AT THE FOLLOWING STAGES OF CONSTRUCTION:

1. FOUNDATIONREINFORCEMENT, DOWELS, CONCRETE, ANCHOR BOLTS
2. CONCRETE / MASONRY WALL REINFORCEMENT, DOWELS, CONCRETE / BLOCK, CONNECTIONS
3. WOOD WALL FASTENERS, ANCHOR BOLTS, SEISMIC TIES, CONNECTIONS
4. STEEL COLUMNS, BEAMS, BRACING, CONNECTIONS
5. WOOD DIAPHRAGM FASTENERS, STRAPS, LEDGERS, CHORDS, CONNECTIONS

- CONTRACTOR SUBMITTALS

THE FOLLOWING IS A LISTING OF REQUIRED ITEMS TO BE SUBMITTED TO STRUCTURAL ENGINEER OF RECORD (TO BE PROVIDED IF MARKED):

SUBMITTAL	CERTIFICATE	SHOP DRAWINGS	CALCS W/ ENG. STAMP
CONCRETE REINF. STEEL	X	X	
CONCRETE MIX DESIGN		X	
CONCRETE MASONRY UNITS			
GROUT MIX DESIGN	X		
REINFORCING STEEL	X	X	

NAILING SCHEDULE (CBC TABLE 2304.10.1)

	CONNECTION [1]	NAILING [2]	NAILING [2]
1.	Blocking between ceiling joists, rafters or trusses to top plate or other framing below (Roof)	(3) 8d	Ea. end, toenail
2.	Ceiling joist to top plate	(3) 8d	Toenail
3.	Ceiling joist not attached to parallel rafter, laps over partitions	(3) 16d	Face nail
4.	Collar tie to rafter	(3) 10d	Face nail
5.	Rafter or roof truss to top plate	(3) 10d	Toenail
6.	Roof rafters to ridge valley or hip rafters; or roof rafter to 2 inch ridge beam.	(2) 16d (3) 10d	End nail Toenail
7.	Stud to stud (not a braced wall panels)	16d	24" o.c face nail
8.	Stud to stud and abutting studs at intersecting wall corners (at braced wall panels)	16d	16" o.c face nail
9.	Built-up header (2" to 2" header)	16d	16" o.c each edge, face nail
10.	Continuous header to stud	(4) 8d	Toenail
11.	Top plate to top plate	16d	16" o.c face nail
12.	Top plate to top plate, at end joists	(8) 16d	Each side of end joist
13.	Bottom plate to joist, rim joist, band joist or blocking (not at braced wall panels)	16d	12" o.c face nail
14.	Bottom plate to joist, rim joist, band joist or blocking at braced wall panels	(2) 16d	16" o.c face nail
15.	Stud to bottom plate	(4) 8d	Toenail
16.	Top plate to stud	(2) 16d	End nail
17.	Top plates, laps at corners and intersections	(2) 16d	Face nail
18.	Joist to sill, top plate, or girder	(3) 8d	Toenail
19.	Rim joist, band joist, or blocking to top plate, sill or other framing below	8d	6" o.c toenail
20.	2" planks (plank & beam - floor & roof)	(2) 16d	Each bearing
21.	Built-up girders and beams, 2" lumber layers	20d (2) 20d	32" o.c face nail at top and bottom staggered on sides. Ends and at each splice, face nail
22.	Ledger strip supporting joists or rafters	(3) 16d	Each joist or rafter, face nail
23.	Joists to band joist or rim joist	(3) 16d	End nail
24.	Bridging or blocking to joist, rafter or truss (floor)	(2) 8d	Each end toe nail

NOTES:
1. NAILING PER SCHEDULE ABOVE IS TO BE USED WHERE NAILING IS NOT SPECIFIED ON PLANS OR DETAILS. NAILING PER PLANS AND DETAILS SUPERCEDE NAILING SCHEDULE UNLESS APPROVED BY ENGINEER.
2. NAIL SPECIFIED ARE COMMON: 8d= 2 1/2"X0.131"
10d= 3"X0.148"
16d= 3 1/2"X0.162"
FOR ALTERNATE NAILING AND INFORMATION NOT SHOWN, SEE COMPLETE TABLE CBC 2304.10.1

NAIL DESIGNATION AND SIZES		
NAIL	DIAMETER (in)	LENGTH (in)
16d COMMON	0.162	3.5
16d SINKER	0.148	3.25
10d COMMON	0.148	3
10d SHORT	0.148	2.5
8d COMMON	0.131	2.5

- EPOXY ANCHORS (CMU INSTALLATION ONLY)

A. EPOXY ADHESIVE SHALL BE SIMPSON SET-XP ADHESIVE ANCHOR (IAPMO UES ER-265) OR EQUAL PRODUCT. ALTERNATE PRODUCTS MUST BE SUBMITTED TO E.O.R. FOR SUBSTITUTION PRIOR TO INSTALLATION PER SPECIFICATIONS.

B. INSTALLATION: INSTALL THE EPOXY ANCHORS IN ACCORDANCE WITH THE REQUIREMENTS GIVEN IN MANUFACTURER'S RECOMMENDATIONS FOR THE SPECIFIC ANCHOR.

C. SPECIAL INSPECTION SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 1704 OF THE CBC. (1704A OF THE CBC FOR DSA PROJECTS)

MIN. f'm= 1500 PSI MINIMUM (LIGHTWEIGHT, MEDIUM-WEIGHT OR NORMAL-WEIGHT CMU) *						
REINF.	THREADED ROD DIAMETER	HOLE DIAMETER	MIN. DEPTH OF EMBEDMENT	MIN. EDGE DISTANCE	MIN. SPACING	TENSION TEST VALUE **
#4	1/2" DIA.	5/8"	4 1/2"	12"	8"	3,650 #
#5	5/8" DIA.	3/4"	5 5/8"	12"	8"	3,790 #
N/A	3/4" DIA.	7/8"	6 1/2"	12"	8"	3,790 #

* FOR SINGLE ANCHOR WITH NO EDGE DISTANCE OR SPACING REDUCTIONS. FOR OTHER CASES REFER TO IAPMO UES REPORT.
** TENSION TESTS VALUES ONLY AND CORRESPOND WITH 2x ALLOWABLE TENSION LOADS.

UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS, POST-INSTALLED ANCHORS SHALL NOT BE USED AS ALTERNATIVES UNLESS PRE-APPROVED AND JUSTIFIED BY THE SEOR AND SUBMITTED TO THE CITY OF APPROVAL.

- EXPANSION ANCHORS (HILTI)

A. EXPANSION BOLTS SHALL BE HILTI KWIK-BOLT TZ2-CARBON STEEL ANCHOR (ESR-4266) OR EQUAL PRODUCT. ALTERNATE PRODUCTS MUST BE SUBMITTED TO E.O.R. FOR SUBSTITUTION PRIOR TO INSTALLATION PER SPECIFICATIONS.

B. INSTALLATION: INSTALL THE EXPANSION ANCHORS IN ACCORDANCE WITH THE REQUIREMENTS GIVEN IN MANUFACTURER'S RECOMMENDATIONS FOR THE SPECIFIC ANCHOR. CONTRACTOR TO NOTIFY E.O.R. OF ANY ANCHOR/ DOWEL LOCATIONS TO BE REPAIR. E.O.R. TO REVIEW AND APPROVE ANCHORAGE LOCATIONS PRIOR TO THE EXPANSION ANCHORAGE INSTALLATION.

C. SPECIAL INSPECTION SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 1704 OF THE CBC. (1704A OF THE CBC FOR DSA PROJECTS)

D. WHEN EXPANSION ANCHORS ARE USED FOR SILL PLATE BOLTING AWAY FROM THE EDGE, 10% OF THE ANCHORS SHALL BE TENSION TESTED. FOR ALL OTHER STRUCTURAL APPLICATIONS, ALL SUCH EXPANSION ANCHOR SHALL BE TENSION TESTED. WHEN EXPANSION ANCHORS ARE USED FOR NON-STRUCTURAL APPLICATIONS, 50% OF ANCHORS SHALL BE TENSION TESTED. IF ANY ANCHOR FAILS TESTING, TEST ALL ANCHORS OF THE SAME TYPE NOT PREVIOUSLY TESTED UNTIL 20 CONSECUTIVE ANCHORS PASS.

E. CONCRETE AT TIME OF INSTALLATION SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI AND SHALL HAVE A MINIMUM AGE OF 21 DAYS

VERIFY MINIMUM EXISTING CONCRETE STRENGTH IN FIELD. MIN. f'c = 2500 PSI (NORMAL WEIGHT CONCRETE) *

DIA.	MIN. EMBED	MIN. HOLE DEPTH	MIN. EDGE DISTANCE	MIN. SPACING	TENSION TEST VALUE **	OPTIONAL TORQUE TEST (ft-lb) *** CS
3/8"	2 1/2"	2 3/4"	4 3/8"	7 1/2"	2,413#	30
1/2"	3"	3 1/4"	6 3/4"	11 1/4"	3,373#	50
5/8"	4 1/2"	4 3/4"	8 3/4"	13 1/2"	5,525#	40
3/4"	5 1/2"	5 3/4"	9"	16 1/2"	7,182#	110

* FOR SINGLE ANCHORS WITH NO EDGE DISTANCE OR SPACING REDUCTION. FOR OTHER CASES, REDUCTION OF VALUES CALCULATED PER ACI 318 IS REQUIRED.

** TENSION TEST VALUES ONLY AND CORRESPOND WITH 1.25x MAXIMUM LRFD CONCRETE STRENGTH IN TENSION

*** OPTIONAL TORQUE TESTS ARE BASED ON THE MANUFACTURERS MAXIMUM INSTALLATION TORQUE AND CBC 1910A.5.4.2 AND SHALL BE PERFORMED WITH A CALIBRATED TORQUE WRENCH AND SHALL ATTAIN THE SPECIFIED TORQUE WITH 1/2 TURN OF THE NUT PER CBC 1910A.5.5.2.

- LVF-(Low Velocity Fasteners). HILTI, ICC ESR-2269

A. IN NORMAL WEIGHT CONCRETE: 0.157" DIA. X-U FASTENER, 1" MIN. EMBEDMENT 3" EDGE DISTANCE, MIN. 4" O.C. SPACING.

B. IN LIGHT WEIGHT CONCRETE: 0.157" DIA. X-U FASTENER, 1 1/2" MIN. EMBEDMENT 3" EDGE DISTANCE, MIN. 4" O.C. SPACING.

C. IN STRUCTURAL STEEL: 0.157" DIA. X-U FASTENER, 1/2" MIN. EDGE DISTANCE, 1" MIN. SPACING. THE ENTIRE POINTED PORTION OF L.V.F. MUST COMPLETELY PENETRATE THE STEEL.

D. IN CMU: 0.157" DIA. X-U FASTENER, 1" MIN. EMBEDMENT.

FOUNDATION

1. CONTRACTOR SHALL REVIEW SOIL REPORT AS PART OF BID DOCUMENT AND SHALL VERIFY THAT MINIMUM FOOTING WIDTH, DEPTH AND REINFORCING ARE MAINTAINED.
2. FOUNDATION DESIGN IS BASED ON THE INFORMATION PROVIDED IN THE GEOTECHNICAL REPORT
·BY: Leighton ·DATED: 03/28/2024 AND 10/01/2021
·PROJECT: 13211.001 AND 13211.002

ALLOWABLE FOUNDATION BEARING PRESSURE: 2000 PSFPASSIVE LATERAL PRESSURE: 210 PSF/FTCOEFFICIENT OF SLIDING FRICTION: 0.35

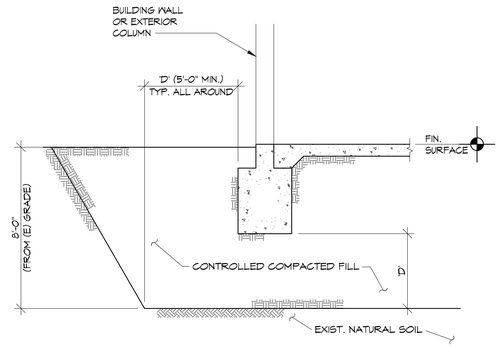
3. CONTRACTOR SHALL BE RESPONSIBLE TO REVIEW THE GEOTECHNICAL REPORT AND SHALL FOLLOW THE RECOMMENDATIONS SPECIFIED THEREIN INCLUDING, BUT NOT LIMITED TO, SUB-GRADE PREPARATIONS, PILE INSTALLATION PROCEDURES, GROUND WATER MANAGEMENT AND STEEP SLOPE BEST MANAGEMENT PRACTICES.
4. THE GEOTECHNICAL ENGINEER SHALL INSPECT ALL SUB-GRADES AND PREPARED SOIL BEARING SURFACES, PRIOR TO PLACEMENT OF FOUNDATION REINFORCING STEEL AND CONCRETE. GEOTECHNICAL ENGINEER SHALL PROVIDE A LETTER TO THE OWNER STATING THAT SOILS ARE ADEQUATE TO SUPPORT THE "ALLOWABLE BEARING PRESSURES (S)" SHOWN IN THE GEOTECHNICAL REPORT.
5. FOUNDATION EXCAVATIONS SHALL BE KEPT FREE OF LOOSE MATERIAL AND STANDING WATER AND SHALL BE CHECKED AND APPROVED BY THE SOILS ENGINEER BEFORE THE PLACEMENT OF ANY CONCRETE.
6. THE TESTING LAB SHALL SUBMIT COMPACTION REPORTS FOR ALL FILL TO THE ENGINEER BEFORE REQUESTING FOUNDATION INSPECTION. ALL LOOSE SOIL AND FILL DIRT, INCLUDING BACKFILL BEHIND RETAINING WALLS, SHALL BE COMPACTED TO AT LEAST 90 PERCENT OF MAXIMUM DENSITY, OR GREATER AS REQUIRED BY THE SOILS REPORT.
7. BACKFILL FOR ALL RETAINING WALLS SHALL BE NON-EXPANSIVE PERVIOUS MATERIAL APPROVED BY THE SOILS ENGINEER AND SHALL NOT BE PLACED UNTIL MASONRY OR CONCRETE RETAINING MEMBERS HAVE BEEN IN PLACE A MINIMUM OF 14 DAYS AND HAVE OBTAINED 75 PERCENT OF THE DESIGN STRENGTH.
8. BACKFILL SHALL NOT BE PLACED AGAINST THE FOUNDATION WALL UNTIL THE WALL HAS SUFFICIENT STRENGTH AND HAS BEEN ANCHORED TO THE FLOOR ABOVE, OR HAS BEEN SUFFICIENTLY BRACED TO PREVENT DAMAGE BY THE BACKFILL. EXCEPTION: BRACING IS NOT REQUIRED FOR WALLS SUPPORTING LESS THAN 4 FEET OF UNBALANCED BACKFILL.
9. ALL VEGETATION, TOP SOILS, ROOTS AND ORGANIC ZONES SHALL BE STRIPPED AND REMOVED FROM THE CONSTRUCTION AREA FOR A DISTANCE OF AT LEAST 5 FEET BEYOND THE EXTERIOR OF BUILDING FOUNDATION LIMITS. THE DEPTH OF STRIPPING SHALL BE THAT REQUIRED TO REMOVE SIGNIFICANT ROOT ZONES, SMALL TREE STUMPS AND OTHER UNACCEPTABLE MATERIALS, BUT IN NO CASE LESS THAN 6 INCHES.
10. BOTTOM OF EXTERIOR FOOTINGS SHALL BE AT LEAST 24 INCHES BELOW COMPACTED ENGINEERED FILL OR NATURAL GRADE AND TOP OF EXTERIOR FOOTINGS/GRADE BEAMS/TIE BEAMS SHALL BE ALWAYS BELOW LOWEST ADJACENT GRADE.
11. UNLESS NOTED, ALL FOOTINGS SHALL BE CENTERED UNDER COLUMNS, PIERS AND WALLS.
12. SLAB-ON-GRADE CONSTRUCTION SHALL BE SUPPORTED ON SUBGRADE COMPACTED TO A DENSITY OF NO LESS THAN 90% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557) TO A DEPTH OF AT LEAST 12 INCHES. INTERIOR SLABS-ON-GRADE SHALL BE CAST OVER A VAPOR RETARDER. SEE SPECIFICATIONS.
13. FOR ALL DIMENSIONS, CURBS, SLAB DEPRESSIONS, STOOP, FLOOR DRAINS, SINKS, TRENCHES UNDER FLOOR DUCTS AND CONDUITS, SEE ARCHITECTURAL, MECHANICAL, REFRIGERATION, AIR CONDITIONING, PLUMBING AND ELECTRICAL DRAWINGS. TRENCH BACKFILL PER SOILS REPORT REQUIREMENTS.
14. ALL PLANTERS IN CLOSE PROXIMITY TO THE STRUCTURE SHALL HAVE ADEQUATE DRAINAGE OF SURFACE WATER TO PREVENT SATURATION OF SOIL UNDER FOUNDATION.

SYMBOLS

- X / SX.X — DETAIL NUMBER / SHEET NUMBER
- DROP IN FLOOR ELEVATION, S.A.D.
- SLOPE — SLOPED FINISH SEE ARCHITECTURAL DRAWING
- DEPRESSED FLOOR
- NEW CONTINUOUS FOUNDATION UNDER STRUCTURAL WALL
- Fx — SPREAD FOOTING SEE SCHEDULE, SEE 11/S-501
- [-X-X"] — ELEVATION AT BOTTOM OF FOOTING WITH RESPECT TO BUILDING DATUM 0'-0".
- C.J. — CONTROL JOINT, SEE DET. 5/S-501
- WF (W) HSS — STRUCTURAL STEEL COLUMN
- V — 8"X16" MIN. UNDER FLOOR VENT
- CONTINUOUS WOOD MEMBER IN SECTION
- WOOD BLOCKING MEMBER IN SECTION
- FRAMING MEMBER / DIAGRAMMATIC EXTENT OF FRAMING
- DBL. — DOUBLE JOISTS OR RAFTER
- CEILING BEAM OR DROPPED BEAM BELOW FRAMING

NOTE:
FOR CLARITY STRAP ARE SHOWN OFFSET FROM WALL,
SEE SPECIFIED DETAILS FOR ACTUAL STRAP LOCATION.

- BEARING WALL BELOW, U.O.N. ON PLAN
- BEAM PER PLAN



EXTENT OF CONTROLLED COMPACTED FILL

ALL MAN-MADE FILL DEPOSITS AND/OR POTENTIALLY COMPRESSIBLE OR LOW-DENSITY NATIVE SOILS ENCOUNTERED DURING GRADING, SHALL BE REMOVED TO A MINIMUM DEPTH OF EIGHT (8) FEET BELOW CURRENT GRADES UNDER THE PROPOSED BUILDINGS. DEEPER OVEREXCAVATION MAY BE RECOMMENDED, DEPENDING ON EXPOSED CONDITIONS DURING GRADING. REMOVAL BOTTOMS SHALL EXTEND HORIZONTALLY A MINIMUM OF 5 FEET BEYOND THE OUTSIDE EDGES OF FOOTINGS (INCLUDING COLUMNS CONNECTED TO BUILDINGS), OR A DISTANCE EQUAL TO THE DEPTH OF OVEREXCAVATION BELOW THE FOOTINGS, WHICHEVER IS GREATER. IN-PLACE ALLUVIAL SOILS SHOULD BE DEEMED SUITABLE FOR NEW FILL PLACEMENT IF POSSESSING A MINIMUM IN-SITU RELATIVE COMPACTION OF 85 PERCENT (ASTM TEST METHOD D1557). SUITABILITY OF ALL REMOVAL BOTTOMS SHALL BE REVIEWED AND EVALUATED BY AN ENGINEERING GEOLOGIST OR A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER.

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Exp. 03-31-2025
STRUCTURAL
STATE OF CALIFORNIA

owner approval

initials	date	phase
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revisions/addenda

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A	00/00/00	--
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CROWS NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES
35 CAJON STREET, SUITE 222
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project information

PROJECT NO:	2200069B.RA
DWG FILE:	16456S101.DWG
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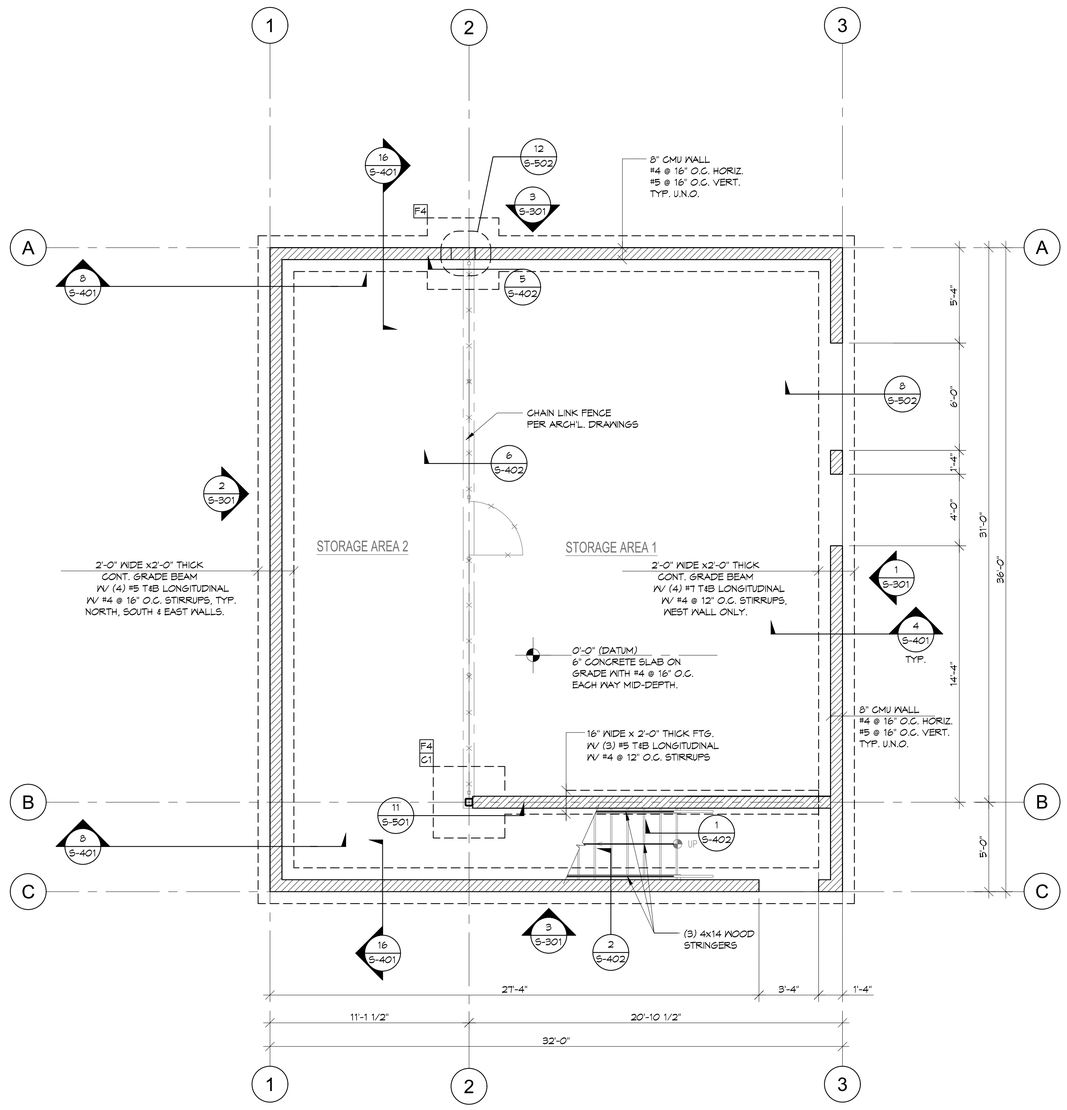
STRUCTURAL GENERAL NOTES

sheet number

S-101

SHEET OF XX SHEETS



FOUNDATION PLAN

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

FOUNDATION PLAN NOTES:

1. INDICATES CONTINUOUS FOOTING
2. INDICATES PAD FOOTING
   - INDICATES BLOCKOUT
   - INDICATES FOOTING TYPE
   - F4
3. INDICATES 8" CONCRETE BLOCK WALL (CMU)
4. BOTTOM OF FOOTING ELEVATION = [-3'-0"] TYP. UNLESS OTHERWISE NOTED.
5. CONTROL JOINTS TO BE SPACED AT 12'-0" O.C. EACH ORTHOGONAL DIRECTION, PER DETAIL 5/S-501
6. INDICATES HSS5x5x1/4 STEEL COLUMN C1

NOTE:
FOR RECOMMENDATIONS REGARDING OVER EXCAVATION AND RECOMPACTION OF THE BUILDING SUBGRADE SEE SOILS REPORT.

FOOTING SCHEDULE		
MARK	SIZE	REINF.
	WIDTH x WIDTH x DEPTH	
F4	4'-0"x4'-0"x1'-6"	(5) #5 E.W.

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PROJECT NO:	2200069B.R
DWG FILE:	16456S201.DW
DRAWN BY:	HA
CHECKED BY:	D
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DATE:	11/11/202

sheet name

FOUNDATION PLAN

sheet number

S-201

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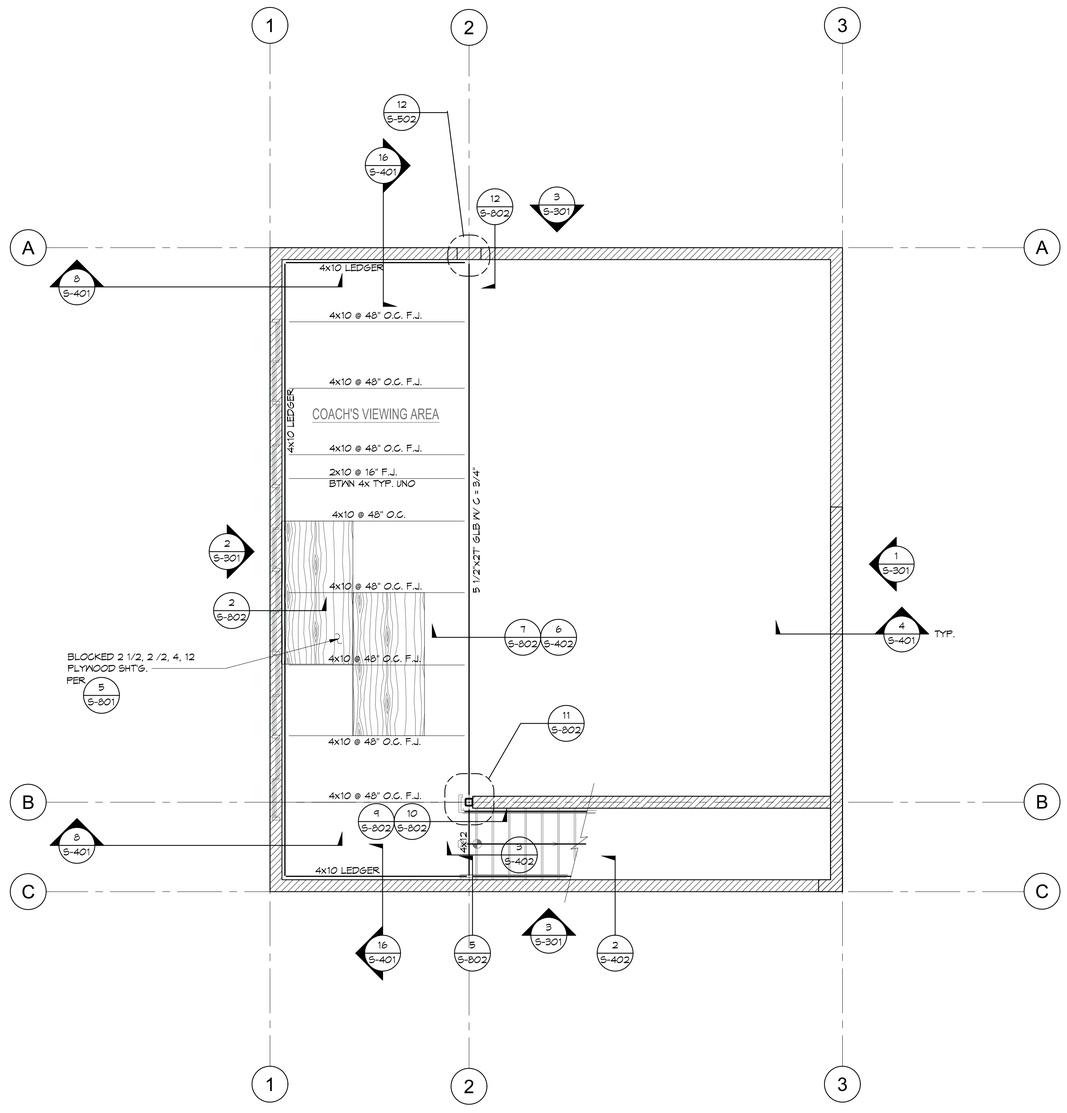
SECOND FLOOR FRAMING PLAN NOTES:

1. FLOOR SHEATHING 23/32" PLYWOOD -SEE 5/S-801
2. PROVIDE METAL CROSS BRIDGING AT 6'-0" O.C. (MAX.) SEE 3/S-801
3. ◘ INDICATES HSS5x5x1/4 STEEL COLUMN



SECOND FLOOR / MEZZANINE FRAMNG PLAN

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

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project information

PROJECT NO:	2200069B.R
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CHECKED BY:	DI
DRAWING SCALE:	AS NOTEI
DATE:	11/11/202

sheet name

SECOND FLOOR FRAMING PLAN

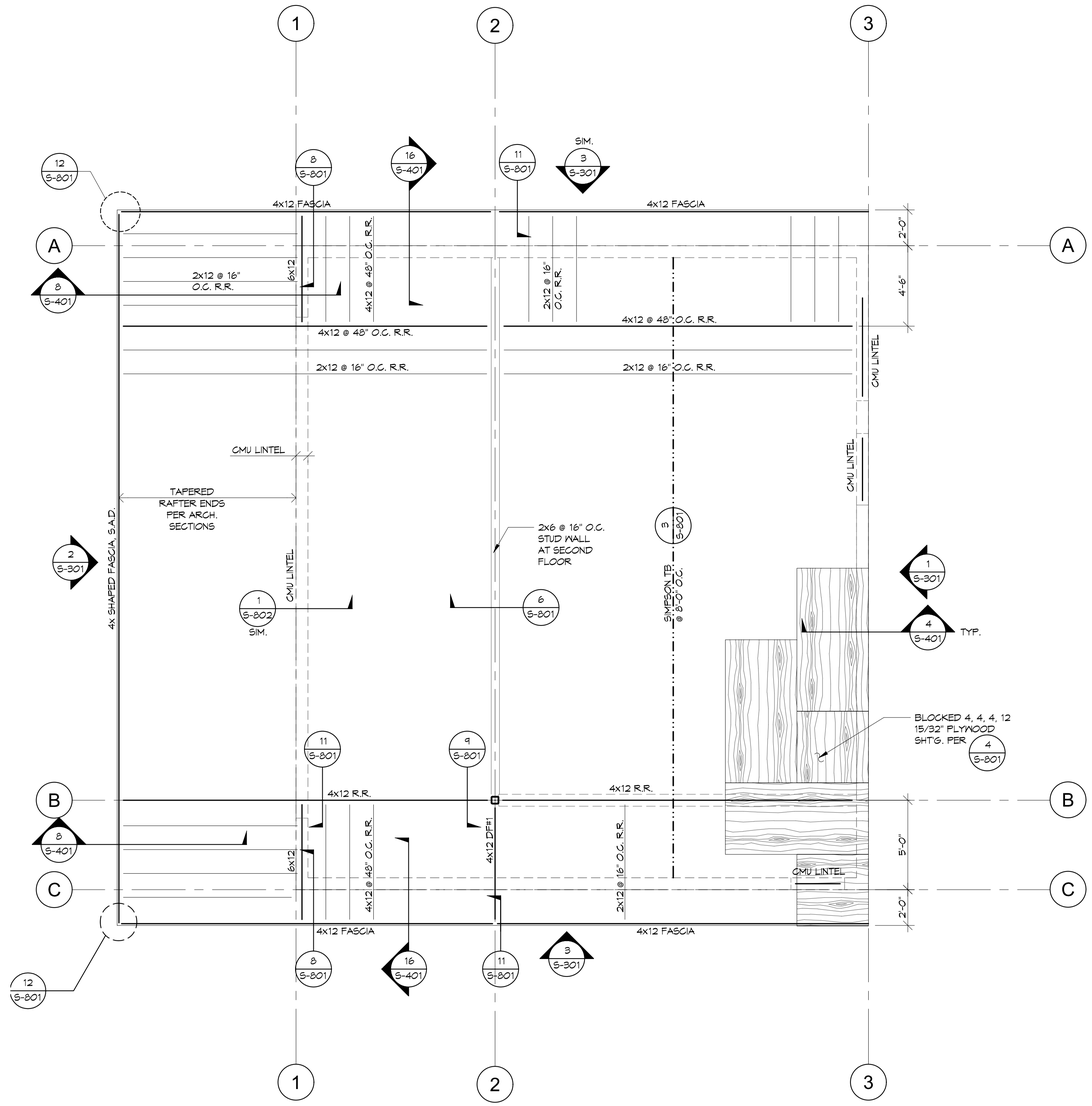
sheet number

S-202

SHEET OF XX SHEET

ROOF FRAMING PLAN NOTES:

1. FLOOR SHEATHING 23/32" PLYWOOD -SEE 4/S-801
2. PROVIDE METAL CROSS BRIDGING AT 8'-0" O.C. (MAX.) SEE 3/S-801
3. ▣ INDICATES HSS5x5x1/4 STEEL COLUMN



ROOF FRAMNG PLAN

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

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project information

PROJECT NO:	2200069B.R
DWG FILE:	16456S203.DW
DRAWN BY:	HA
CHECKED BY:	D
DRAWING SCALE:	AS NOTE
DATE:	11/11/202

sheet name

ROOF FRAMING PLAN

sheet number

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SHEET OF XX SHEET

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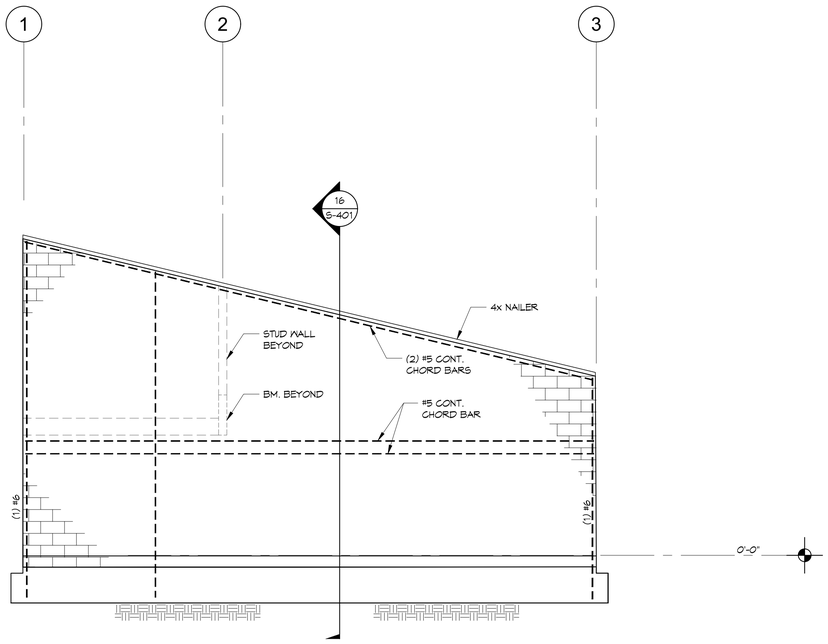
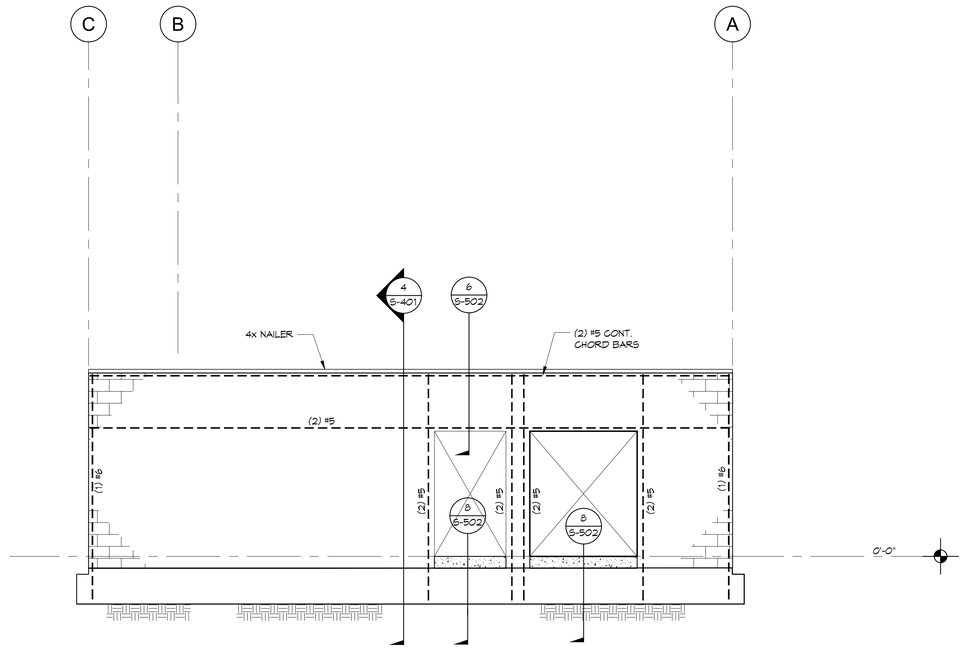
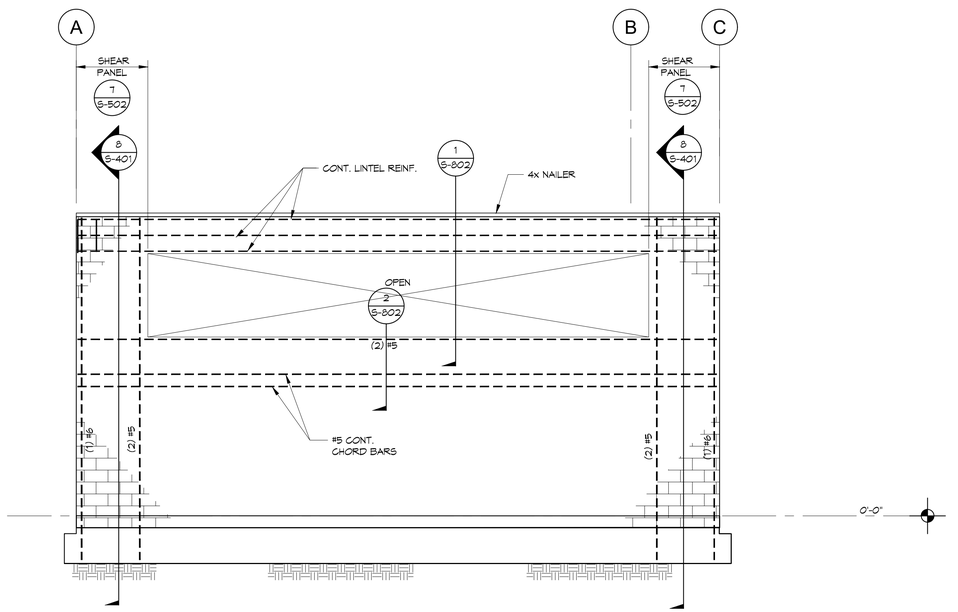


3 NORTH AND SOUTH WALL ELEVATION 1/4"=1'-0"



1 WEST WALL ELEVATION ALONG GRIDLINE 3 1/4"=1'-0"



2 EAST WALL ELEVATION ALONG GRIDLINE 1 1/4"=1'-0"

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project information

PROJECT NO:	2200069B.RA
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DRAWING SCALE:	AS NOTED
DATE:	11/11/2024

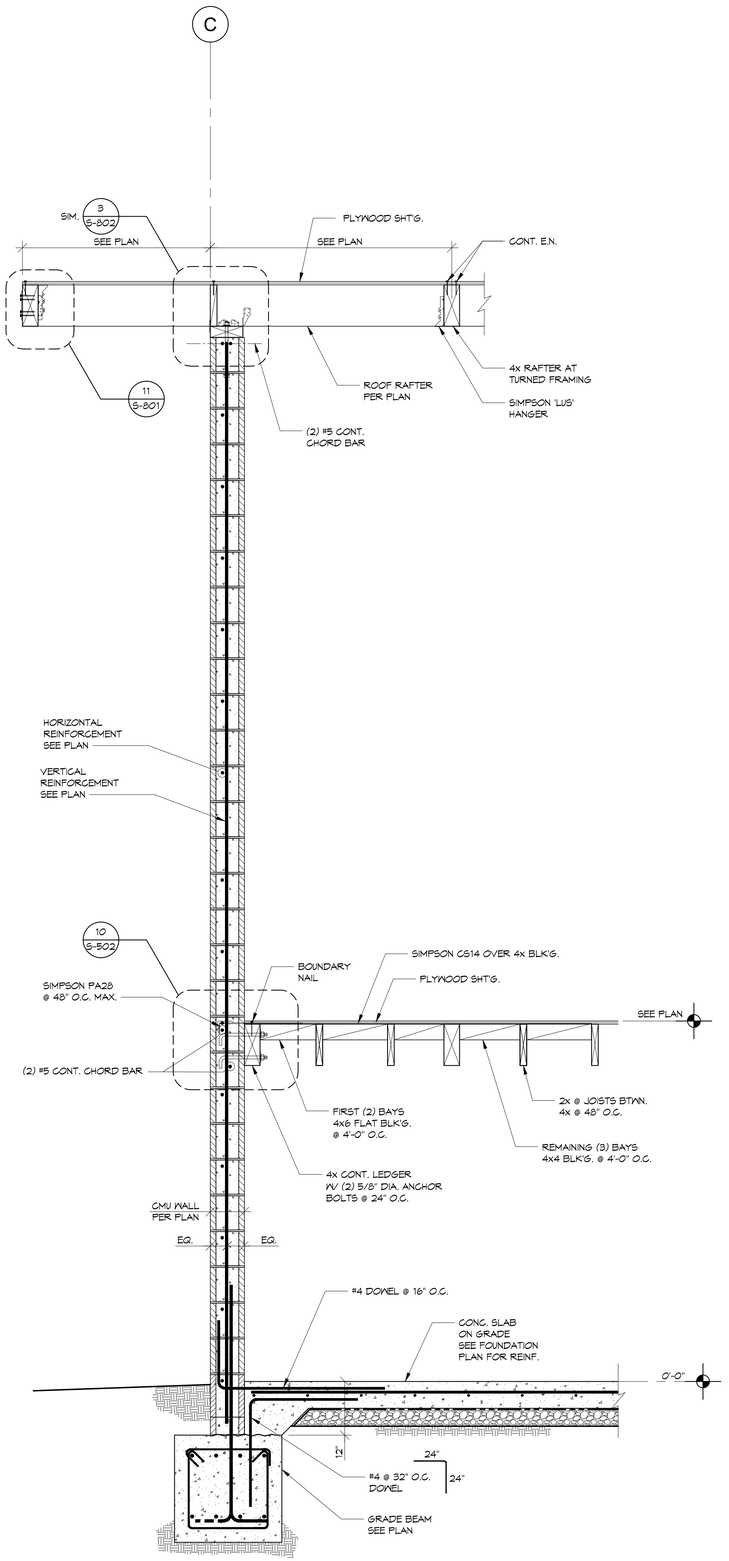
sheet name

STRUCTURAL ELEVATIONS

sheet number

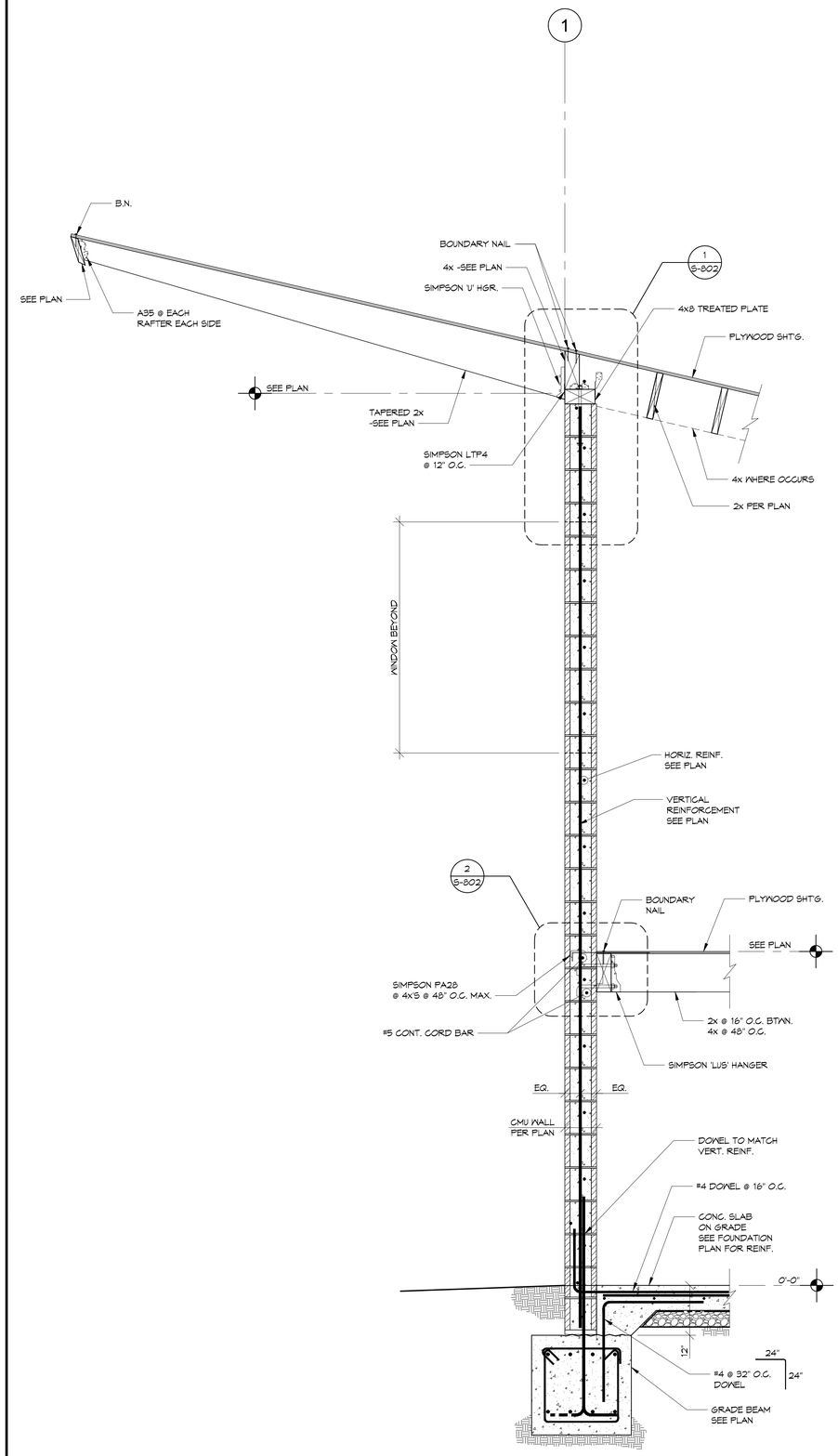
S-301

SHEET OF XX SHEETS



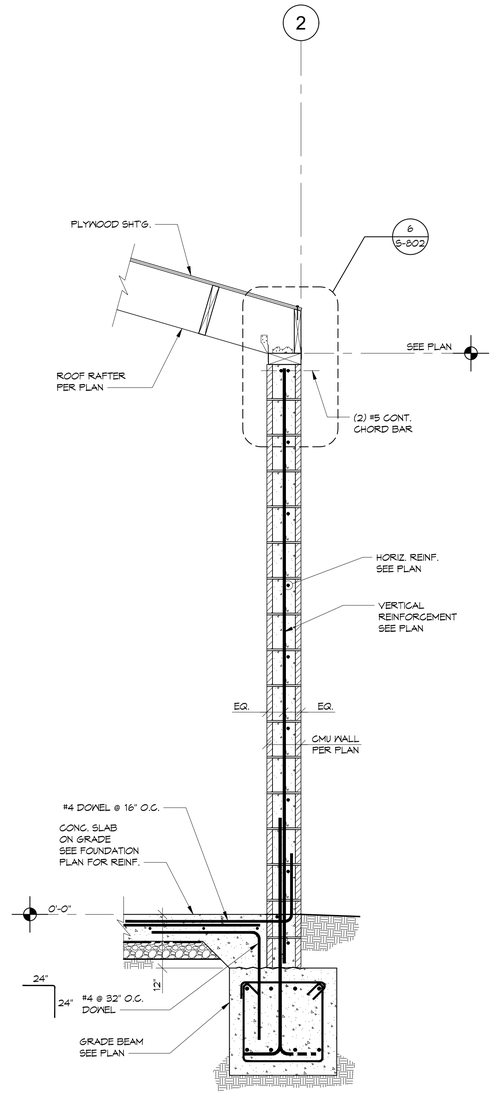
16 WALL SECTION

3/4"=1'-0"



8 WALL SECTION

3/4"=1'-0"



4 WALL SECTION

3/4"=1'-0"

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project information

PROJECT NO:	2200069B.RA
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DATE:	11/11/2024

sheet name

SECTIONS

sheet number

S-401

SHEET OF XX SHEETS

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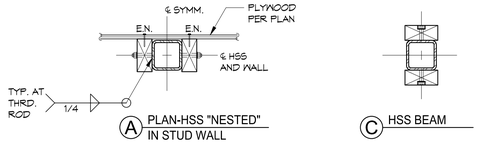
Redlands Regular Meeting of 07-15-25

HOHBACH-LEWIN #16456

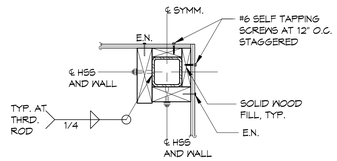
NOTES:

1. PROVIDE 3x S.W. NAILERS AS SHOWN W/ 5/8" DIA. THREADED RODS (COUNTERSINK 1" MAX.) AT 12" O.C. (MAX.) LOCATE FIRST THREADED ROD 12" ABOVE F.F. ELEV.; NAILERS SHALL EXTEND FROM 6" ABOVE F.F. FLR TO 12" BELOW TOP OF HSS, TYP. U.O.N.
2. TO CONCEAL BOLTS BOLTS ONLY WHEN NECESSARY TO RECEIVE PLYWOOD OR TO CONCEAL BOLTS FOR ARCH. FINISHES.

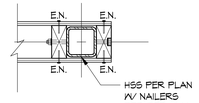


A PLAN-HSS "NESTED" IN STUD WALL

C HSS BEAM



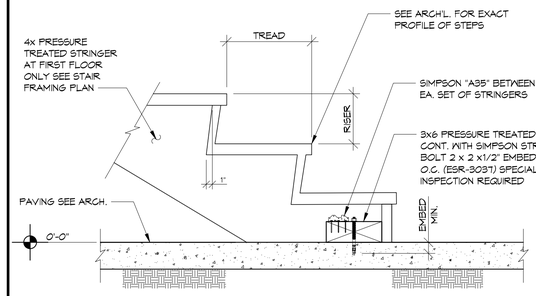
B PLAN-HSS AT CORNER OF STUD



S811-09

4 TYP. NAILER DETAIL AT HSS

N.T.S.



1 WOOD STRINGER TO CONCRETE SLAB

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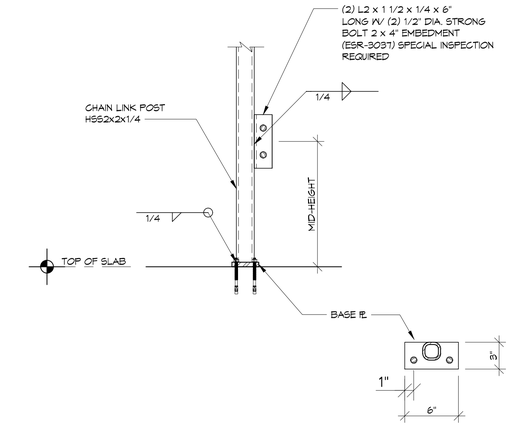
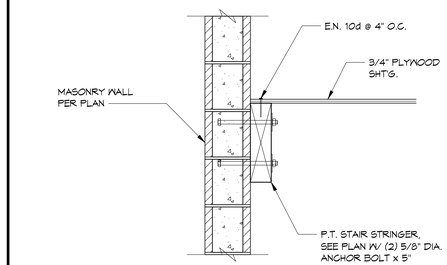


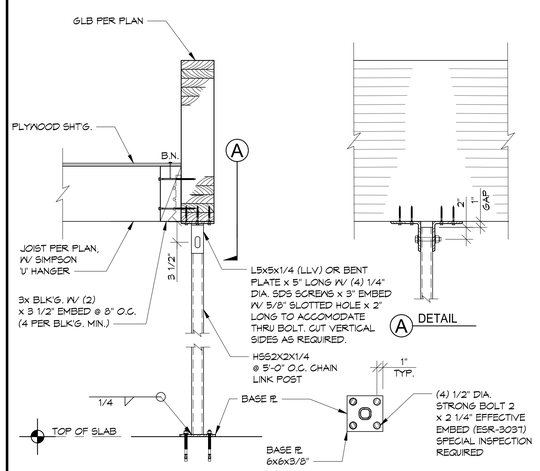
5 CHAIN LINK FENCE ANCHORAGE DETAIL

1"=1'-0"



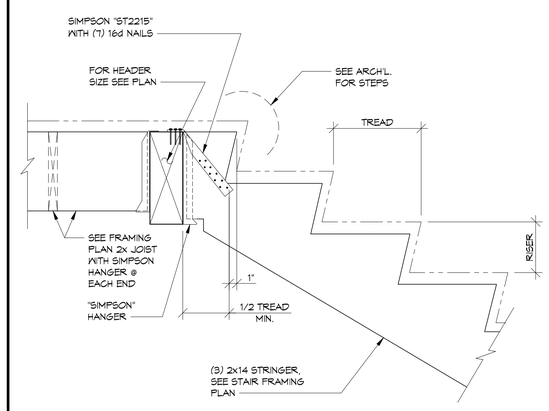
2 WOOD STRINGER TO CMU WALL

1"=1'-0"



6 CHAIN LINK FENCE POST DETAIL

1"=1'-0"



3 STAIR FRAMING DETAIL

N.T.S.

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project information

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DRAWING SCALE:	AS NOTED
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STAIR DETAILS

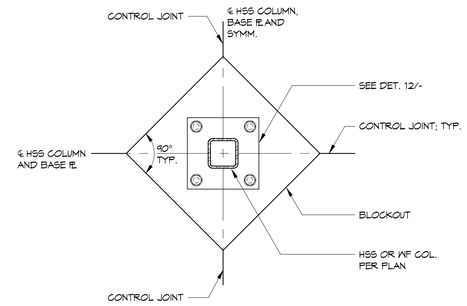
sheet number

S-402

SHEET OF XX SHEETS

NOTE:

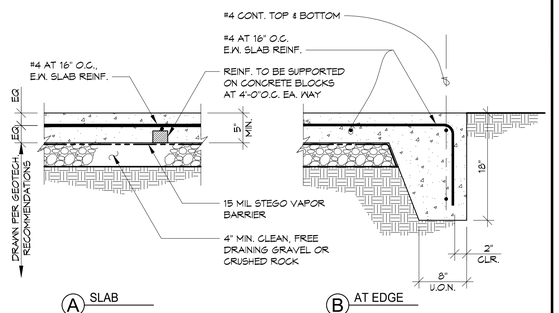
1. GC TO COORDINATE BLOCKOUT W/ ARCH FINISH



10 TYPICAL COLUMN BLOCKOUT

S501-14A

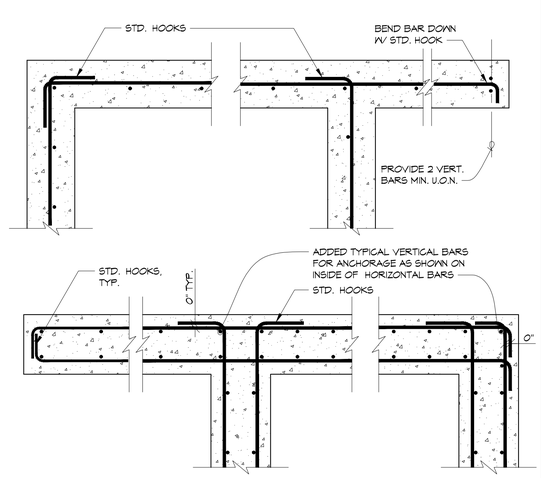
1"=1'-0"



7 SLAB-ON-GRADE

S501-08A

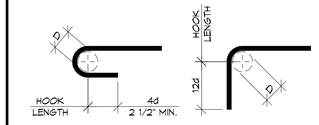
1"=1'-0"



4 TYPICAL CONCRETE MEMBER INTERSECTIONS

S501-04A

1"=1'-0"



180° BEND 90° BEND

NOTE:
d = BAR DIAMETER
D = MINIMUM DIAMETER OF BEND
D = 6d FOR #3 THROUGH #8
D = 8d FOR #9 THROUGH #11

BAR SIZE	STANDARD HOOK		
	D (IN.)	HOOK LENGTH (IN.)	
		90°	180°
#3	2 1/4	4 1/2	2 1/2
#4	3	6	2 1/2
#5	3 3/4	7 1/2	2 1/2
#6	4 1/2	9	3
#7	5 1/4	10 1/2	3 1/2
#8	6	12	4
#9	9	13 1/2	4 1/2

1A STANDARD REINFORCING STEEL HOOKS

N.T.S.



135° BEND 90° BEND

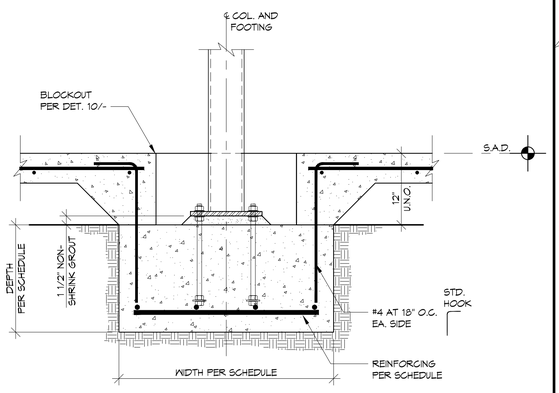
NOTE:
d = BAR DIAMETER
D = MINIMUM DIAMETER OF BEND
D = 4d FOR #5 AND SMALLER

BAR SIZE	STIRRUP & TIE HOOK		
	D (IN.)	HOOK LENGTH (IN.)	
		90°	135°
#3	1 1/2	3	3
#4	2	3	3
#5	2 1/2	4	4

1 TYPICAL STIRRUP AND TIE HOOKS

S501-01

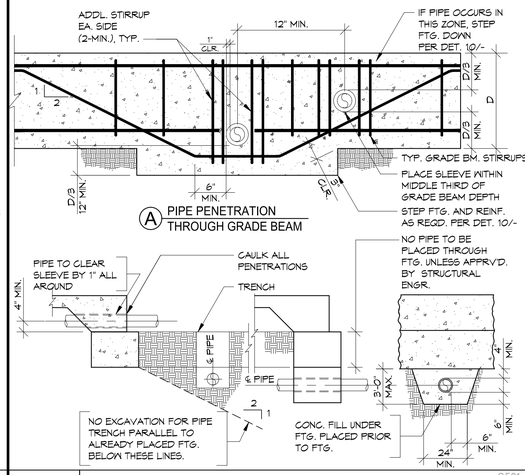
N.T.S.



11 TYPICAL INTERIOR ISOLATED SPREAD FOOTING

S501-15

1"=1'-0"



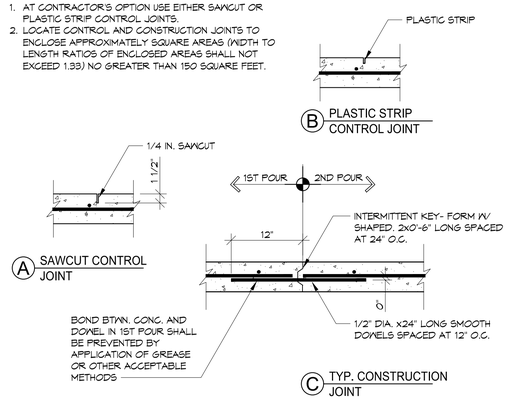
8 TYPICAL PIPE PENETRATION UNDER FOOTING AND TRENCH LIMITATIONS

S501-09

N.T.S.

NOTE:

1. AT CONTRACTOR'S OPTION USE EITHER SAWCUT OR PLASTIC STRIP CONTROL JOINTS.
2. LOCATE CONTROL AND CONSTRUCTION JOINTS TO ENCLOSE APPROXIMATELY SQUARE AREAS (WIDTH TO LENGTH RATIOS OF ENCLOSED AREAS SHALL NOT EXCEED 1.33) NO GREATER THAN 150 SQUARE FEET.



5 TYPICAL CONSTRUCTION AND CONTROL JOINTS AT SLAB-ON-GRADE

S501-05

1"=1'-0"

CLASS B TENSION LAP SPLICE FOR GRADE 60 REINF. [2, 3]

f'c	2,500		3,000		4,000		5,000	
BAR SIZE	TOP [1] (IN)	OTHER (IN)	TOP [1] (IN)	OTHER (IN)	TOP [1] (IN)	OTHER (IN)	TOP [1] (IN)	OTHER (IN)
#3	31	24	28	22	25	19	22	17
#4	41	32	38	29	33	25	29	23
#5	51	39	47	36	41	31	36	28
#6	61	47	56	43	49	37	44	34
#7	89	69	81	63	71	54	63	49
#8	102	78	93	72	81	62	72	56
#9	115	88	105	81	91	70	81	63
#10	127	98	116	90	101	78	90	69

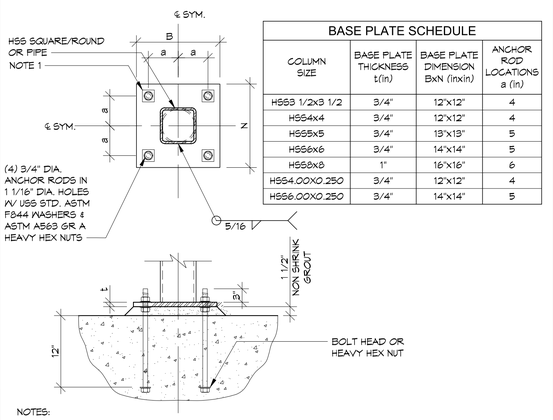
STANDARD HOOK AND HEADED BAR EMBEDMENT GRADE 60 REINF.

f'c	2,500		3,000		4,000		5,000	
BAR SIZE	HOOKED [4] (IN)	HEADED [4, 5] (IN)	HOOKED [4] (IN)	HEADED [4, 5] (IN)	HOOKED [4] (IN)	HEADED [4, 5] (IN)	HOOKED [4] (IN)	HEADED [4, 5] (IN)
#3	6	6	6	6	6	6	6	6
#4	8	6	8	6	7	6	7	6
#5	11	8	10	8	10	7	9	7
#6	14	10	13	10	13	9	12	9
#7	18	13	17	12	16	12	15	11
#8	21	16	20	15	19	14	18	14
#9	25	19	24	18	23	17	22	16
#10	30	22	28	21	27	20	26	19

NOTES:
1. TOP BARS = HORIZONTAL BARS WITH 12" OR GREATER OF FRESH CONCRETE CAST BELOW THEM. SEE DET. 3/-.
2. LAP SPLICES ARE BASED UPON A MINIMUM CLEAR COVER GREATER THAN 1.0db AND A MINIMUM CLEAR SPACING GREATER THAN 2db. WHERE EITHER OF THESE REQUIREMENTS IS NOT MET, INCREASE THE LAP LENGTH BY 50%.
3. USE CLASS B TENSION LAP SPLICES FOR ALL BAR SPLICES U.O.N., TYP.
4. HOOKED AND HEADED BAR EMBEDMENTS ARE BASED UPON A MINIMUM CENTER-TO-CENTER SPACING OF 6db MIN. WHERE THIS REQUIREMENT IS NOT MET, INCREASE THE EMBEDMENT LENGTH BY 60%.
5. HEADED BAR SHALL HAVE A MINIMUM CLEAR COVER OF AT LEAST 2db AND NET HEAD BEARING AREA OF AT LEAST 4Ab WHERE Ab IS THE BAR AREA.
6. FOR ADDITIONAL INFORMATION, SEE DET. 3/-.

2 TYPICAL GRADE 60 REINFORCEMENT EMBED AND LAP SPLICE

S501-02A*



BASE PLATE SCHEDULE			
COLUMN SIZE	BASE PLATE THICKNESS t (in)	BASE PLATE DIMENSION BxN (inxin)	ANCHOR ROD LOCATIONS a (in)
HSS3 1/2x3 1/2	3/4"	12"x12"	4
HSS4x4	3/4"	12"x12"	4
HSS5x5	3/4"	13"x13"	5
HSS6x6	3/4"	14"x14"	5
HSS8x8	1"	16"x16"	6
HSS4.00X0.250	3/4"	12"x12"	4
HSS6.00X0.250	3/4"	14"x14"	5

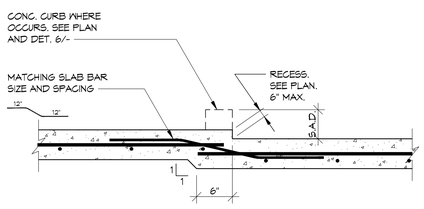
NOTES:
1. ALTERNATE: PROVIDE 1 5/16" DIA. HOLES AND PL 1/4"x2" SQ. WASHERS.

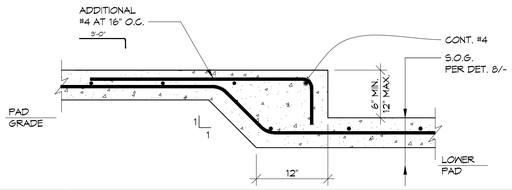
12 TYPICAL HSS COLUMN BASE PLATE

ST-S701-10A*

1"=1'-0"

9A

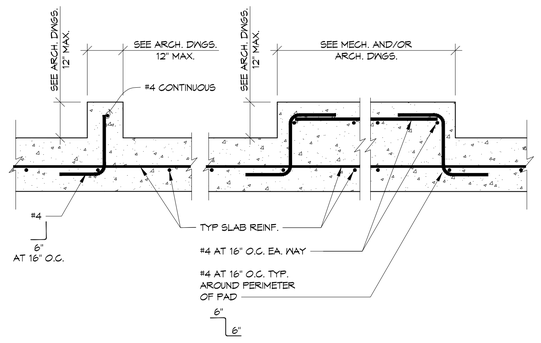




9 TYPICAL SLAB-ON-GRADE STEP

S501-13

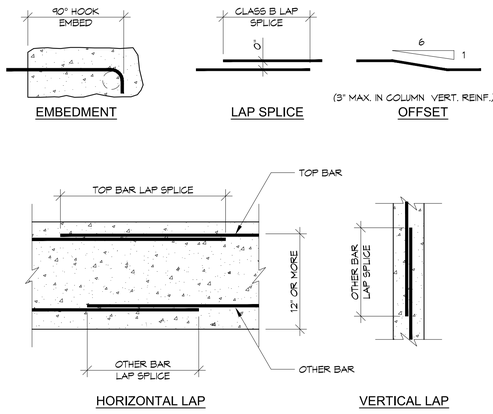
1"=1'-0"



6 TYPICAL CURB AND RAISED PAD DETAILS

S501-07

N.T.S.



3 TYPICAL REINFORCEMENT EMBED, LAP SPLICE AND OFFSET

S501-03

1"=1'-0"

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Exp. 03-31-2025
STRUCTURAL
STATE OF CALIFORNIA

owner approval

initials	date	phase
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revisions/addenda

mark	date	comment
A	00/00/00	--
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1		
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CROW'S NEST 1-STORY BUILDING
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project information

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DATE:	11/11/2024

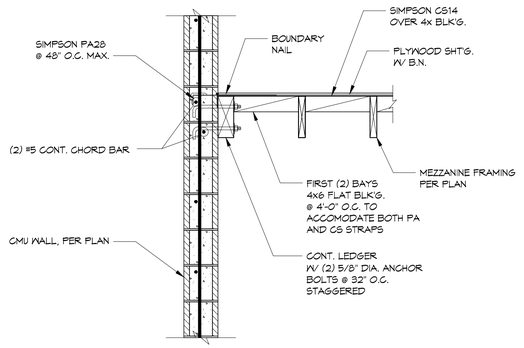
sheet name

TYPICAL FOUNDATION DETAILS

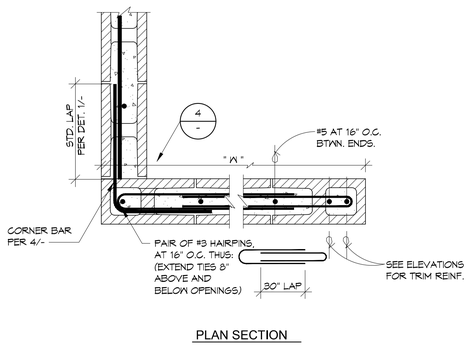
sheet number

S-501

SHEET OF XX SHEETS

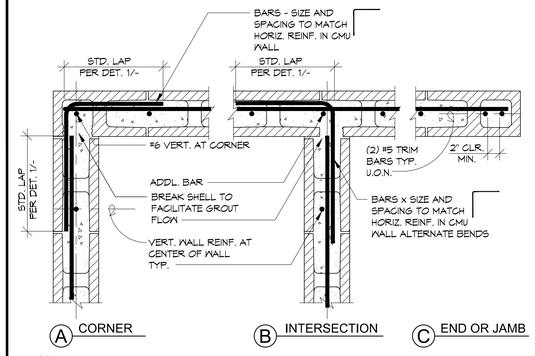


10 MEZZANINE FRAMING TO CMU WALL 3/4"=1'-0"



PLAN SECTION

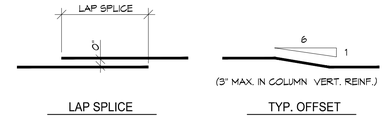
7 PLAN - TYPICAL CMU WALL PIER REINFORCING 1"=1'-0"



NOTES:

1. FOR REINF. REQUIREMENTS AT OPENINGS; CONTROL JOINTS, ETC, SEE DET. 5/-.
2. USE DOUBLE OPEN END BLOCKS TYP. USE SINGLE OPEN END BLOCKS AT CORNERS, WALL ENDS, JAMBS OR AT SPLIT FACE CMU.
3. PROVIDE VERTICAL DOWELS INTO CONCRETE STEM WALLS OR FOOTINGS. DOWELS SIZE AND SPACING TO MATCH VERTICAL REINF. IN CMU WALL.
4. HORIZ. REINF. AT WALL ENDS OR WHICH DO NOT CONTINUE INTO INTERSECTING WALLS SHALL TERMINATE WITH STD. 90° HOOK TURNED DOWN.

4 PLAN - TYPICAL CMU WALL WITH SINGLE CURTAIN REINFORCING CMU-S601-05 1"=1'-0"



BAR SIZE	MINIMUM LAP SPLICE	
	MIN. 2" COVER AND CLEAR SPACING	MIN. 3 1/2" COVER AND CLEAR SPACING
#3	15"	15"
#4	25"	20"
#5	33"	25"
#6	54"	42"
#7	63"	57"
#8	72"	72"
#9	81"	81"

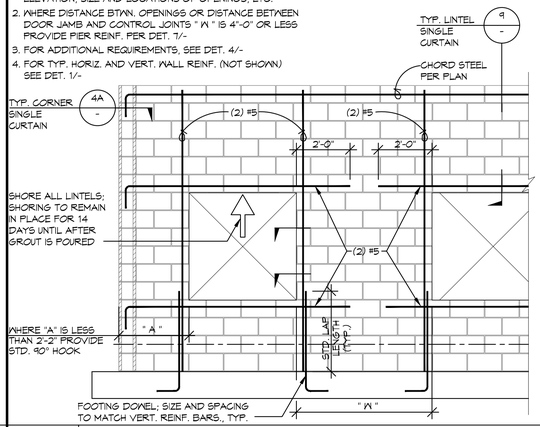
NOTE: SPLICE LENGTHS BASED ON:

1. f'm=1500 psi OR GREATER
2. GRADE 60 REINFORCING
3. STRENGTH DESIGN REQUIREMENTS

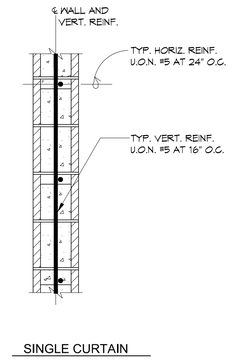
1 TYPICAL CMU STANDARD REINFORCING STEEL LAP SPLICES CMU-S601-01 N.T.S.

11

8 SECTION AT DOOR OPENING 1"=1'-0"



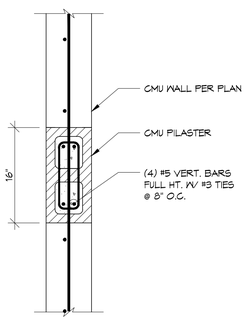
5 TYPICAL CMU WALL REINFORCING DETAILS CMU-S601-02 3/8"=1'-0"



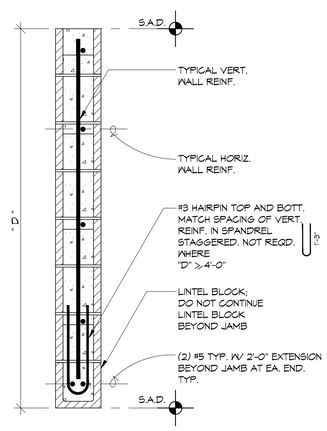
SINGLE CURTAIN

2 SECTION - TYPICAL CMU WALL REINFORCING 1"=1'-0"

12

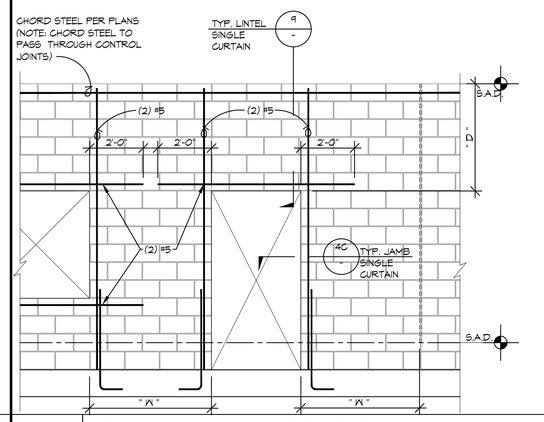


12 CMU WALL PILASTER 1"=1'-0"

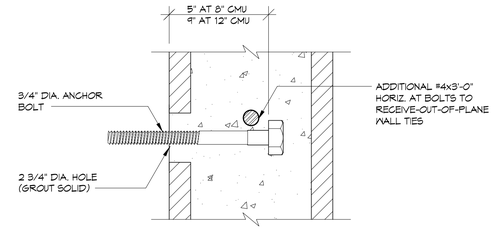


SINGLE CURTAIN

9 SECTION - TYPICAL CMU LINTEL REINFORCING 1"=1'-0"



6 TYPICAL CMU WALL REINFORCING DETAILS 3/8"=1'-0"



NOTES:

1. MINIMUM BOLT SPACING SHALL BE (12) BOLT DIAMETERS; PROVIDE EDGE DISTANCE OF (6) BOLT DIAMETERS AND/OR 6" MINIMUM TO END OF WALLS.
2. BOLTS SHALL BE ASTM A307, HEADED.

3 TYPICAL ANCHOR BOLTS CMU WALL CMU-S601-03 N.T.S.

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DATE:	11/11/2024

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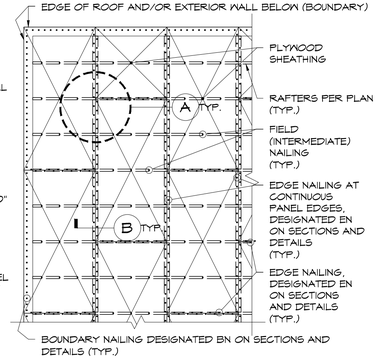
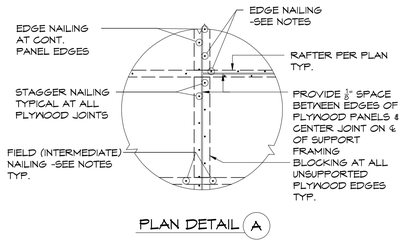
4 ROOF SHEATHING DETAILS

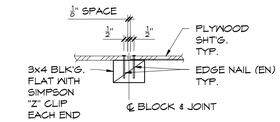
ROOF SHEATHING NOTES:

1. PLYWOOD SHEATHING SHALL BE 15/32" THICK AND SHALL CONFORM TO U.S. PRODUCT STANDARD PS 1-19 APA STRUCTURAL I RATED, EXPOSURE 1.
2. NAILS FOR PLYWOOD SHEATHING SHALL BE 10d FULL HEAD, COMMON WIRE, (0.148" x 2 1/4" LONG)
3. NAILING:
   - BOUNDARY EDGES: (BN) @ 4"O.C. U.N.O.
   - CONTINUOUS PANEL EDGES & ALL OTHER EDGES: (EN) @ 4"O.C. U.N.O.
   - FIELD (INTERMEDIATE) NAILING: @ 12"O.C. U.N.O.
4. INDIVIDUAL PLYWOOD SHEETS SHALL BE NOT LESS THAN 2'-0" IN LEAST DIMENSION NOR LESS THAN 8'-0" SQUARE FEET IN AREA. USE FULL SIZE SHEETS WHEREVER POSSIBLE.
5. PLACE PLYWOOD SHEETS WITH FACE PLIES PERPENDICULAR TO RAFTERS.
6. COORDINATE RAFTER LAYOUT WITH PLYWOOD PANEL LAYOUT PATTERN TO AVOID EXCESSIVE CUTTING OF SHEATHING.





PLAN DETAIL A



SECTION B

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sheet name

TYPICAL WOOD DETAILS

sheet number

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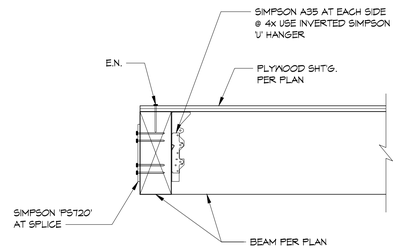
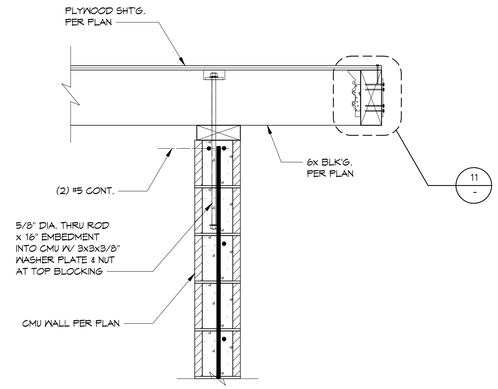


11 ROOF FRAMING DETAIL 1 1/2"=1'-0"



8 END BLOCKING ATTACHMENT TO CMU WALL 1"=1'-0"

FIELD-GLUED PLYWOOD SHEATHING:

MATERIALS

PLYWOOD: PLYWOOD SHEATHING SHALL BE 23/32" THICK AND SHALL CONFORM TO U.S. PRODUCT STANDARD PS 1-19 APA STRUCTURAL I RATED, EXPOSURE 1.

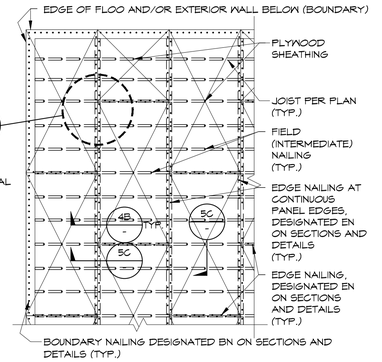
NAILS: 10d COMMON, RING SHANK OR SPIRAL SHANK. SEE NOTE 6 FOR SPACING.

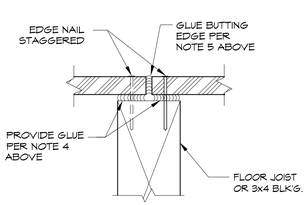
ADHESIVE: CONFORM TO AMERICAN PLYWOOD ASSOCIATION SPECIFICATION AFG-01. ADHESIVE SHALL BE CERTIFIED AS COMFORMING BY A TESTING AGENCY ACCEPTED BY THE FEDERAL HOUSING ADMINISTRATION, IN ACCORDANCE WITH PROCEDURES GIVEN IN HUD-FHA USE OF MATERIALS BULLETIN UM-60.

EXECUTION

1. SNAP CHALK LINE ACROSS JOIST AT FOUR FEET INTERVALS TO ACT AS GUIDE FOR EDGE ALIGNMENT OF PLYWOOD PANELS AND AS A BOUNDARY FOR SPREADING GLUE.
2. SPREAD ONLY ENOUGH GLUE TO LAY ONE OR TWO PANELS AT A TIME OR FOLLOW SPECIFIC RECOMMENDATIONS OF GLUE MANUFACTURER. INSURE THAT CONTACT SURFACES ARE FREE OF DIRT, DUST, STANDING WATER OR OTHER DELETERIOUS MATTER.
3. APPLY A BEAD OF GLUE ABOUT 1/4 INCH IN DIAMETER TO ALL CONTACT/ BEARING SURFACES (A). ON WIDE AREAS APPLY GLUE IN SERPANTINE PATTERN.
4. APPLY TWO BEADS OF GLUE ON JOISTS WHERE PANEL ENDS BUTT (C).
5. APPLY GLUE PROGRESSIVELY TO BUTTING EDGES OF PANELS AND INTO THE GROOVED EDGES OF TONGUE AND GROOVE PANELS AS WORK PROCEEDS (B) AND (C).
6. COMPLETE NAILING OF EACH PANEL BEFORE GLUE SETS. EXCEPT WHERE OTHERWISE NOTED, SPACE NAILS 10" ON CENTERS IN THE FIELD OF THE PANELS AND 4" ON CENTERS ALONG EDGES.

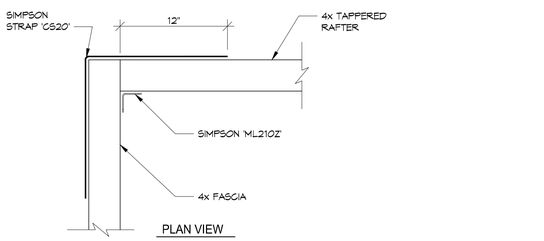
N.T.S.



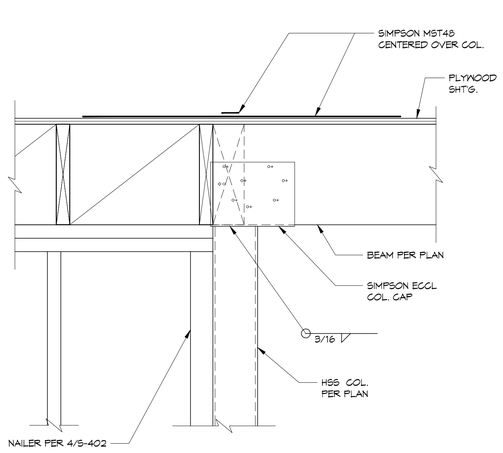


C DETAIL

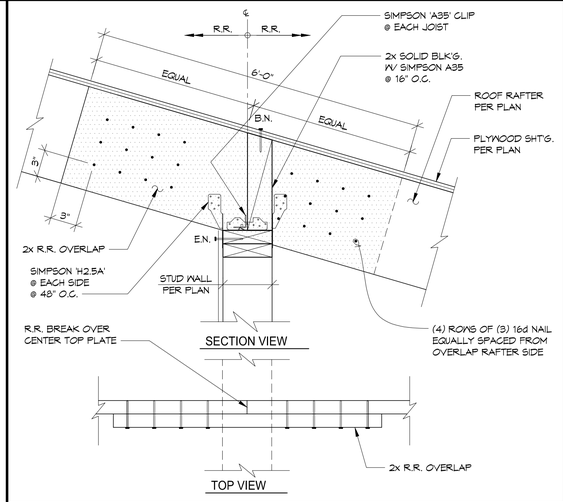
5 FLOOR SHEATHING DETAILS N.T.S.



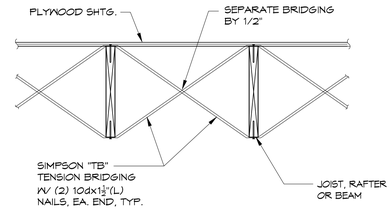
12 ROOF FRAMING DETAIL 1 1/2"=1'-0"



9 WOOD BEAM TO STEEL COLUMN DETAIL 1 1/2"=1'-0"



6 WOOD FRAMING DETAIL 1 1/2"=1'-0"



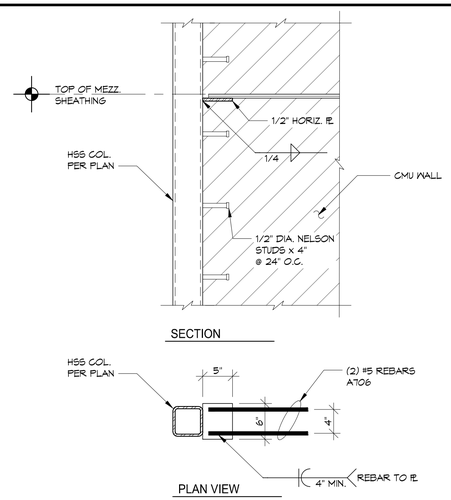
NOTES:
1. PROVIDE BRIDGING AT INTERVALS NOT EXCEEDING 8'-0" O.C.

3 JOIST AND RAFTER BRIDGING N.T.S.

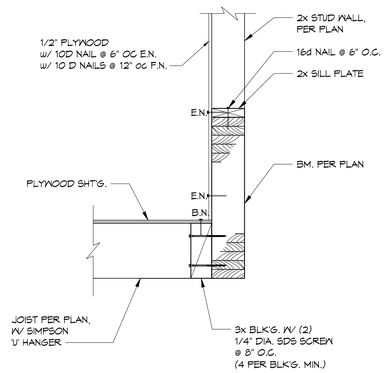
2/11/2025 8:02 AM J:\16000-16499\16456\STRUCT\16456S801.DWG

Redlands Regular Meeting of 07-15-25

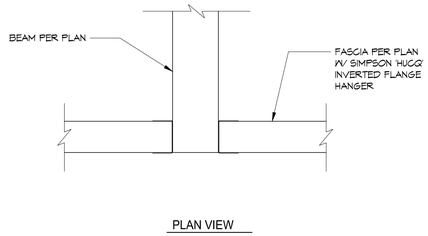
HOHBACH-LEWIN #16456



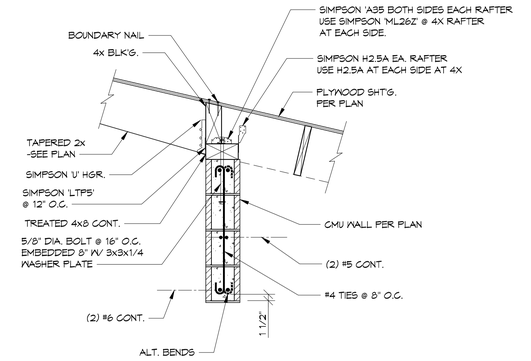
10 STEEL COLUMN TO CMU WALL ATTACHMENT DETAIL 1"=1'-0"



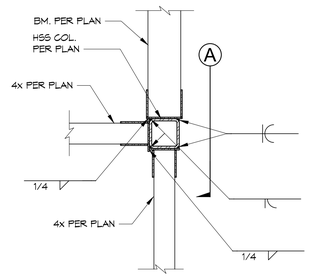
7 WOOD FRAMING DETAIL 1"=1'-0"

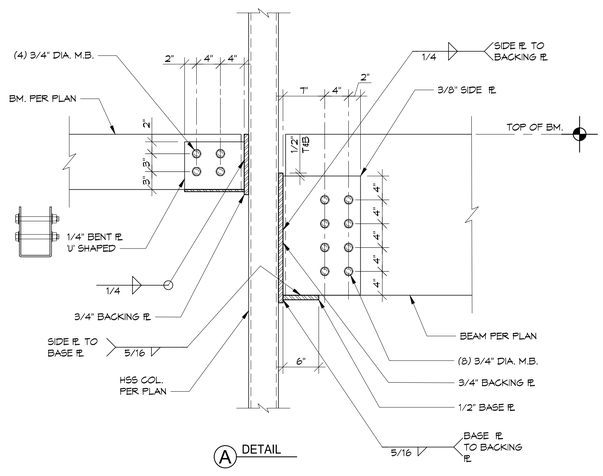


4 ROOF FRAMING DETAIL

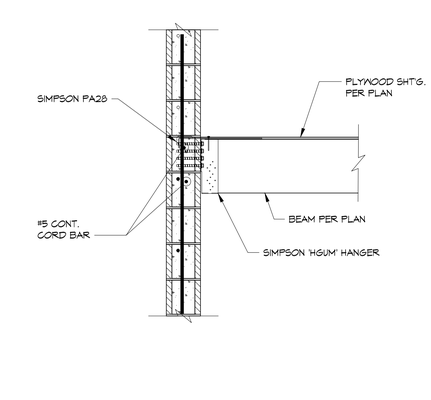


1 SECTION AT LINTEL 3/4"=1'-0"

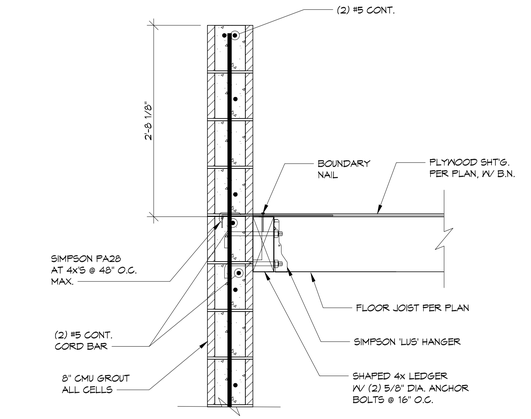




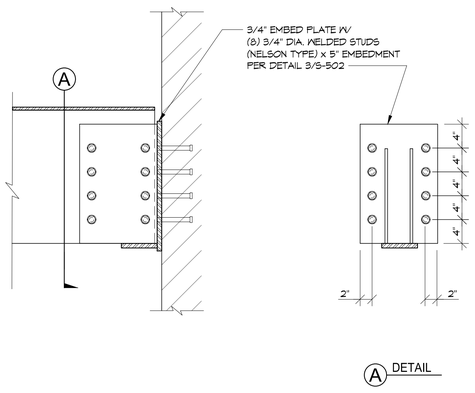
11 WOOD FRAMING ATTACHMENT TO STEEL COLUMN 1"=1'-0"



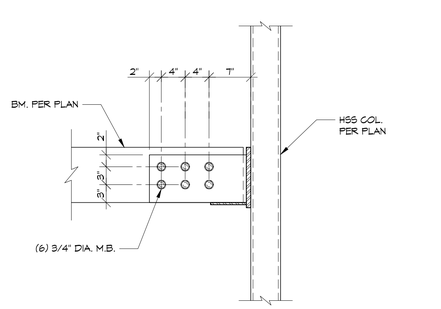
5 BEAM TO CMU WALL CONNECTION 3/4"=1'-0"



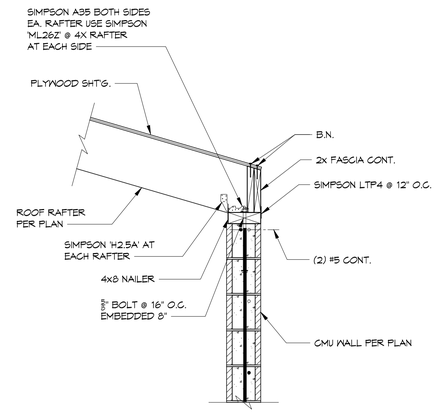
2 SECTION AT WINDOW SILL 1"=1'-0"



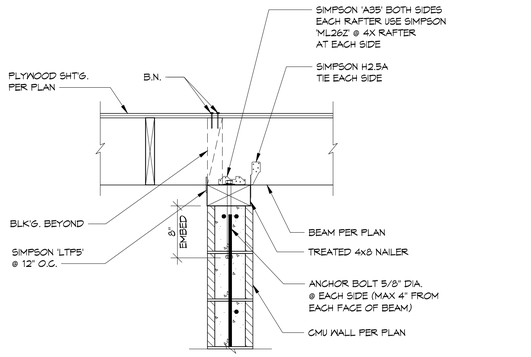
12 WOOD BEAM TO CMU WALL DETAIL 1"=1'-0"



9 WOOD BEAM TO STEEL COLUMN DETAIL 1"=1'-0"



6 SECTION 3/4"=1'-0"



3 DETAIL 1"=1'-0"

MILLER
architecture
interiors
planning
1177 Idaho Street, Suite 200
Redlands, CA 92374
Phone: (909) 335-7400
Fax: (909) 335-7299
info@miller-aip.com

HOHBACH-LEWIN, INC.
RESEARCH ENGINEERS
DAVID LEWIN, S.E.
JOHN HOHBACH, S.E.
(626) 447-1211

REGISTERED PROFESSIONAL ENGINEER
JULIE TSAI
S 3073
Exp. 03-31-2025
STRUCTURAL
STATE OF CALIFORNIA

owner approval

initials	date	phase
	00/00/00	--

revisions/addenda

mark	date	comment
A	00/00/00	--
B		
C		
1		
2		
3		
4		
5		

CROW'S NEST 1-STORY BUILDING
BERGAMOT/LIVE OAK PARK
1182 DOMESTIC AVE.
REDLANDS, CALIFORNIA 92374
APN: 0167-932-55-0000

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES
35 CAJON STREET, SUITE 222
REDLANDS, CALIFORNIA 92373
PHONE: 909-798-7655

project information

PROJECT NO:	2200069B.RA
DWG FILE:	16456S802.DWG
DRAWN BY:	HAV
CHECKED BY:	DU
DRAWING SCALE:	AS NOTED
DATE:	11/11/2024

sheet name

TYPICAL WOOD DETAILS

sheet number

S-802

SHEET OF XX SHEETS

J:\16000-16499\16456\STRUCT\16456S802.DWG 2/10/2025 1:59 PM

City Council Meeting **K. 4.**

DATE: 07/15/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with Abboud Diamond Construction, Inc., for $527,000 for onsite improvements in preparation for the new Redlands Animal Services Modular Kennel; approve an additional appropriation of $579,700; and determine that this project is exempt from environmental review pursuant to Section 15304 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 the project is exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act;
2. I move to approve a Public Works Construction Contract with Abboud Diamond Construction, Inc. for the onsite improvements in preparation for the new Redlands Animal Services modular kennel for an amount of $527,000; and
3. I move to approve an additional appropriation in the amount of $579,700.

RECOMMENDATION:

Staff recommends that City Council approve a Public Works Construction Contract with Abboud Diamond Construction, Inc. for the onsite improvements in preparation for the new Redlands Animal Services modular kennel in an amount of $527,000, with an added 10% contingency for unforeseen construction costs, in an amount not to exceed $579,700.00, approve an additional appropriation of the same, and determine that the project is exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Animal Services Division of the Facilities and Community Services Department oversees the operation of the Redlands Animal Shelter, which provides essential care and shelter for lost and stray animals within the City.

Originally constructed in 1985 with 28 dog kennels, the shelter has faced increasing demands due to population growth and nearly four decades of continuous operation. As a result, the facility has consistently operated at or above capacity in recent years. To address this pressing need, staff have prioritized the expansion of kennel space. Following a comprehensive evaluation, a modular kennel building was identified as the most efficient and expedient solution to meet current and future service demands.

In July 2024, the City Council approved the procurement of the modular kennel building. Since that time, staff have been actively coordinating the planning, specifications, and construction of the facility. Prior to the building's delivery, essential site work must be completed, including the installation of a slab foundation, electrical and plumbing connections, and other necessary site modifications.

The City's architectural consultant, Miller Architectural Corporation, finalized the plans and specifications for the project, after which staff initiated the public bidding process. On June 23, 2025, the City Clerk's Office received and opened three (3) bids. Staff subsequently reviewed the submissions to determine responsiveness to the bid requirements.

BIDDER	BID AMOUNT
ABBOUD DIAMOND CONSTRUCTION, INC.	$527,000.00
BCM GROUP, INC.	$723,159.00
R DEPENDABLE CONSTRUCTION, INC.	$790,350.00

Based on the attached bid analysis, Abboud Diamond Construction, Inc. is the lowest responsive and responsible bidder. Therefore, it is recommended that the City Council award a construction contract to Abboud Diamond Construction Inc., for an amount not-to-exceed $527,000.00. The total appropriation amount is a 10% contingency to be utilized for unforeseen construction costs, bringing the total awarded amount to $579,700. However, the attached standard public works construction contract allows contingency up to 25% for unforeseen construction costs. If approved, it is anticipated the project will be completed within one hundred-twenty (120) calendar days following issuance of a Notice to Proceed.

This project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves only minor alterations to land with no removal of scenic mature trees.

ALTERNATIVES:

The City Council may elect not to award a Public Works Construction Contract to Abboud Diamond Construction, Inc. and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Plan Priority B - Public Health and Safety

SUBMITTED BY:
Tabitha Crocker, Director, Facilities and Community Services Department

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
Dana Abramovitz-Daniel, Procurment Manager

PREPARED BY:
Don Craw, Senior Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2025-26
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	$579,700
Budgeted Y/N:	No
Account No.:	101311
Discussion:	

Staff is recommending an additional appropriation in the amount of $479,700 from the General Fund reserve for Capital Expenses over $50,000.00. The current available balance for this fund is $572,764 and the new balance after appropriation will be $93,064.
Staff is also recommending an additional appropriation of $100,000 for the remainder of the project cost, which will be funded by a $100,000 donation to the Animal Services Division. Although the appropriation is recommended to include a 10% contingency due to available funding, the attached standard public works construction contract allows contingency of up to 25% for unforeseen construction costs.

Attachments

Additional Appropriation Form

A. Public Work Contract

B. City Clerk's Bid Report

C. Bid Analysis

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 7/15/2025

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/Improv.	101311	8502		$597,700.00
				$ 597,700.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Animal Services Onsite Improvements for Kennel Installation. Expenditures to be offset by release from the General Fund Reserve for Capital Projects over $50,000 (101xxx 3308) in the amount of $479,700 and the release of the Reserve for Donations in the General Fund (101xxx 3103) in the amount of $100,000.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 15th day of July, 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 Abboud Diamond Construction, Inc. (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: Animal Services Onsite Improvements for Modular Kennel Installation, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Animal Services Onsite Improvements for Modular Kennel Installation (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Hundred Seventy Nine Thousand Seven Hundred Dollars ($579,700) 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) calendar days 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 ($500). for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($ 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.

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)

ABBOUD DIAMOND CONSTRUCTION, INC.
Name of Contractor

By:_____
Signature of Authorized Agent

John Abboud, President
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities & Community Services Department
FCS05292025KG
Animal Services Onsite Improvements for
Modular Kennel Installation

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.

ABBOUD DIAMOND CONSTRUCTION, INC
(Contractor)

_____
(Signature)
John Abboud, President
(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 Abboud Diamond Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement dated July 15, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as FCS05292025KG Animal Services Onsite Improvements for Modular Kennel Installation 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, _____, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Seventy Nine Thousand Seven Hundred Dollars ($579,700) 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 Abboud Diamond Construction, Inc (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 July 1, 2025, and identified as FCS05292025KG Animal Services Onsite Improvements for Modular Kennel Installation_ 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 Five Hundred Seventy Nine Thousand Seven Hundred Dollars ($579,700) 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 bid was opened on the _23rd d**ay of June 2025 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Onsite Improvement for Modular Kennel Installation. Project No. FCS015292025KG.** 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 Certification Signed	Bid Bond Included	Total Bid Amount
1	Diamond Construction, Inc., Redlands, CA	Yes	Yes	$527,000.00
2	BCM Group, Rancho Cucamonga, CA	Yes	Yes	$723,159.00
3	R Dependable Construction, San Bernardino, CA	Yes	Yes	$790,350.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Kathleen Giorgianni

City of Redlands
Facilities Community Services
FCS05292025KG
Animal Servcies Mobile Kennel Offsites

Item No.	Bid Item	Unit of Measure	Qty.	DIAMOND CONSTRUCTION		R DEPENDABLE CONSTRUCTION		BCM Group	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
A1	Mobilization	Lump Sum	1	$ 50,000.00	$ 50,000.00	$ 39,995.00	$ 39,995.00	$ 109,065.00	$ 109,065.00
A2	Demolition and Haul Off	Lump Sum	1	$ 46,000.00	$ 46,000.00	$ 46,925.00	$ 46,925.00	$ 108,409.00	$ 108,409.00
A3	Concrete Work including Ramp and Stair Labor	Lump Sum	1	$ 120,000.00	$ 120,000.00	$ 200,000.00	$ 200,000.00	$ 103,439.00	$ 103,439.00
A4	Concrete Work including Ramp and Stair Material	Lump Sum	1	$ 25,000.00	$ 25,000.00	$ 72,430.00	$ 72,430.00	$ 103,439.00	$ 103,439.00
A5	Rough in Plumbing Labor	Lump Sum	1	$ 20,000.00	$ 20,000.00	$ 77,000.00	$ 77,000.00	$ 31,133.00	$ 31,133.00
A6	Rough in Plumbing Material	Lump Sum	1	$ 10,000.00	$ 10,000.00	$ 76,000.00	$ 76,000.00	$ 31,133.00	$ 31,133.00
A7	Rough in Electrical Labor	Lump Sum	1	$ 29,000.00	$ 29,000.00	$ 48,000.00	$ 48,000.00	$ 39,132.00	$ 39,132.00
A8	Rough in Electrical Materials	Lump Sum	1	$ 37,000.00	$ 37,000.00	$ 42,000.00	$ 42,000.00	$ 62,632.00	$ 62,632.00
A9	Rough in Sewer Labor	Lump Sum	1	$ 70,000.00	$ 70,000.00	$ 10,000.00	$ 10,000.00	$ 31,133.00	$ 31,133.00
A10	Rough in Sewer Materials	Lump Sum	1	$ 70,000.00	$ 70,000.00	$ 3,500.00	$ 3,500.00	$ 31,133.00	$ 31,133.00
A11	Design, permit and install Fire Sprinkler/Alarm System Labor	Lump Sum	1	$ 30,000.00	$ 30,000.00	$ 89,000.00	$ 89,000.00	$ 22,404.00	$ 22,404.00
A12	Design, permit and install Fire Sprinkler/Alarm System Materials	Lump Sum	1	$ 8,000.00	$ 8,000.00	$ 55,000.00	$ 55,000.00	$ 22,404.00	$ 22,404.00
A13	Miscellaneous (fire resistant coating, final utility connections, handra	Lump Sum	1	$ 12,000.00	$ 12,000.00	$ 30,500.00	$ 30,500.00	$ 27,703.00	$ 27,703.00
	TOTAL BID PRICE WHEN ADDED				$ 527,000.00		$ 790,350.00		$ 723,159.00
	TOTAL ON SUBCONTRACTOR's WRITTEN BID PRICE				$ 527,000.00		$ 790,350.00		$ 723,159.00
	DIFFERENCE BETWEEN THE TWO (IF ANY)				$ -				$ -