CITY OF REDLANDS

CITY COUNCIL

A G E N D A

NOVEMBER 18, 2025

MARIO SAUCEDO
Mayor

MARC SHAW
Mayor Pro Tempore

PAUL BARICH
Council Member

EDDIE TEJEDA
Council Member

DENISE DAVIS
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

A G E N D A

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

TUESDAY, NOVEMBER 18, 2025

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

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

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

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

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

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

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

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

5:00 P.M.

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

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

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

1. Conference with Legal Counsel: Initiation of Litigation - Government Code §54956.9(d)(4)
(City Attorney Garcia)
One (1) Case

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

Property:	APN: 0292-166-08-0000 (Grove School)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Dr. Michelle Sweezey, Head of School, The Grove School
Under Negotiation:	Terms of possible property transfer to The Grove School

6:00

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Presentation of Blue Zones Health Proclamation to Alejandro Barajas and Felicia Navarro
(Council Member Davis)

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

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

1. Approve minutes of the regular meeting of November 4, 2025 (City Clerk Donaldson)

2. Authorize the issuance of a Proclamation recognizing Blue Zones Health (Council Member Davis)

3. Accept report for the annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code, determine that Mountainview Power Company LLC, Redlands Community Hospital, Cal-Red Facility LLC, VPV State Street Village LLC, and Esri are in compliance with the terms of their respective Development Agreements, and approve the preparation of a Certificate of Compliance. (Development Services Director Desatnik)

4. Approve the Sole Source Professional Services Agreement with Jacob Green & Associates in the amount of $52,250, for the update of the City of Redlands Emergency Operations Plan and the development of new Support Plans for the Redlands Animal Shelter and Municipal Airport (Fire Chief Sessler)

5. Approve Resolution No. 8730 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed Wastewater Treatment Plant (WWTP) Recycled Water Reservoir Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines (Municipal Utilities and Engineering Director Harris)

6. Approve First Amendment to the Agreement with Coffman Associates, Inc. extending the agreement term for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan at Redlands Municipal Airport (Facilities and Community Services Director Crocker)

7. Approve Second Amendment to the Agreement with Community Works Design Group, LLC extending the agreement to December 31, 2026, to complete the design of a BMX Pump Track (Facilities and Community Services Director Crocker)

8. Approve a Professional Services Agreement with Geo-Logic Associates, Inc. for Landfill Hydrogeologic Support at the California Street Landfill for a total amount not-to-exceed $150,000 and determine that approval of this 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 Director Crocker)

9. Approve a Facility Use Agreement with the Boys and Girls Clubs of Greater Redlands-Riverside for the use of the gymnasium at the Joe R Gonzales Community Center to provide day camp programs 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 Guidelines (Facilities and Community Services Director Crocker).

J. **Communications**

1. Presentation of the 2025 National Community Survey (NCS) Results (Assistant City Manager McConnell)

2. Discussion and possible action relating to the formation of, and appointments to, an Ad Hoc Committee of the City Council to review all applications for the Planning Commission and to interview Planning Commission candidates (Mayor Saucedo)

K. **Public Hearings**

1. Public Hearing to consider Ordinance No. 2993- Ordinance Text Amendment No. 370 to update the development standards and design regulations contained in Redlands Municipal Code Chapter 18.156, Article VII, pertaining to the construction of accessory dwelling units. This proposal qualifies for exemption from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines.
(Development Services Director Desatnik)
(Mayor to declare meeting open as a public hearing)

Recycled Paper

2. Public Hearing to consider Resolution No. 8731 for approval of the following land use entitlements for the development of two vacant parcels located at 516 Cajon Street (APNs: 0173-043-15-0000 and 0173-043-16-0000) in the Administrative & Professional Office (A-P) District, and determine that adoption of Resolution No. 8731 is not subject to environmental review pursuant to Sections 15315 and 15332 of the California Environmental Quality Act
(Development Services Director Desatnik)
(Mayor to declare meeting open as a public hearing)

   a. Tentative Tract Map No. 20792 – A request to merge two parcels for development purposes and create eight residential condominium airspace units plus one common lot.

   b. Conditional Use Permit No. 1201 – A request to construct and operate a condominium development in accordance with Chapter 18.156, Article IV, of the Redlands Municipal Code.

   c. Commission Review and Approval No. 972 – A request for site plan approval to construct four detached two-story residences (with two condominium dwelling units per building) for a total of eight condominiums and related site improvements, parking, landscape, lighting, recreational amenities, and utility connections.

   d. Adoption of a Socio-Economic Cost/Benefit Study prepared for the proposed project as required by Measure "U."

L. **New Business**

1. Reconsideration of the approved design of Pioneer Avenue, from Texas Street to Furlow Drive (Council Member Tejeda)

2. Consideration of Ordinance No. 2994. An Ordinance of the City of Redlands amending Title 15 (Buildings and Construction), by adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Green Building Standards Code, 2025 California Energy Code, 2025 California Historical Building Code, and the 2025 California Existing Building Code, and making amendments related thereto (Development Services Director Desatnik)

3. Consideration of a recommendation from the Redlands Planning Commission to initiate an Ordinance Text Amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution centers (as defined in Article XII of Chapter 18.156 of Title 18) in all zoning districts and specific plans within the City of Redlands. (Development Services Director Desatnik)

4. Consider acceptance of a $900,000 Highway Safety Improvement Program Cycle 12 grant, approval of a $730,281 construction contract with Sierra Pacific Electrical Contracting to install a new traffic signal at the Cypress Avenue/Cajon Street intersection, Project No. 253008, HSIPSL-5083 (032), approval of a $900,000 additional appropriation, and determine that the project is categorically exempt pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Department Harris)

5. Consideration of Ordinance No. 2987 of the City of Redlands Amending Chapter 13.64 (Integrated Solid Waste Management) and 13.67 (Mandatory Organic Waste Disposal Reduction) of the Redlands Municipal Code Relating to Organic Waste (Facilities and Community Services Department Director Crocker)

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

Recycled Paper

N. **Adjournment**

The next regular meeting of the City Council will be held on December 2, 2025.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

City Council Meeting **I. 1.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of November 4, 2025 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of November 4, 2025.

Attachments

November 4, 2025 Minutes

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on November 4, 2025 at 5:00 P.M.

Present:	Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Absent:	Mario Saucedo, Mayor
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; Robert Meteau, HR/Risk Management Director

Mayor Pro Tem Shaw 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)
(City Attorney Garcia)
One (1) Case:
a. Wagner Zemming Christensen, LLP v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2529490

Conference with legal counsel: Initiation of Litigation -Government Code §54956.9(d)(4)
(City Attorney Garcia)
One (1) Case:

Conference with Legal Counsel: Anticipated Litigation -Government Code §54956.9(d)(2) and (e)(1):
(City Attorney Garcia)
One (1) Case
A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances as determined on October 22, 2025, there is a significant exposure to litigation against the local agency. Facts and circumstances

that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Barich. The Pledge of Allegiance to the American flag was conducted by Judson and Brown Elementary School.

CLOSED SESSION REPORT

City Attorney Garcia announced that no reportable action was taken during the closed session, and she noted that Mayor Saucedo and Council Member Davis were absent.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Joe Alcarez and Kennel Attendant Hailey Stuck showed off "Scooter", an eleven-year-old male Beagle mix, who is available for adoption, along with thirty-five other dogs at the Redlands Animal Shelter. Mr. Alcarez provided the Shelter statistics for October 2025, which included: 26 adopted dogs and 4 adopted cats.

Redlands Police Community Foundation Donation

Representing the Redlands Police Community Foundation, President Chris Martin and Vice President Terry Vines presented a check in the amount of $20,217.41 to Police Chief Tolber and Officer Mazi Shahabi, with K-9 Jake by his side.

PUBLIC COMMENT

Health Concerns - David Holtzclaw explained that after the replanting of England Grove, his daughter, who lives on Alvarado Street, noticed raw sewage bubbling up. She filed a claim against the City and was told a response would be provided within 45 days. He pointed out they had still not heard anything, yet, this open cesspool was unsafe and a public safety issue. He thought it seemed like a simple fix, and he urged the Council to take appropriate action.

Traffic Safety - Elizabeth and Rimon Shaker requested the City install a traffic signal or at the very least a 3-way stop sign for the intersection at Reservoir Road and Ford Street. Ms. Shaker said this area near the I-10 westbound on-ramp is extremely unsafe, due to limited visibility, steep downhill approach, and inadequate traffic control. She was aware of multiple accidents occurring over the years and asked the City to review recent collision data and MUTCD signal warrants.

Redlands Historical Glass Museum - Andy Hoder, Board Member of the Redlands Historical Glass Museum, highlighted the many reasons why the Glass Museum deserves more attention. He said it is less well known than the Museum of Redlands (MOR) but still deserves recognition. He suggested the Glass Museum could possibly have a permanent exhibit at MOR, and he encouraged everyone to visit the Museum to see its many treasures.

CONSENT CALENDAR

Minutes

On motion of Council Member Eddie Tejeda, seconded by Council Member Eddie Tejeda, the City Council approved, by roll call vote, the minutes of the regular meeting of October 21, 2025.

Vote: 3 - 0 Passed

Executive Evaluation Services Agreement

As public comment, Dennis Bell thought that residents should be included in the survey to determine what they expect from their city manager, and if stakeholders are asked to be a part of the evaluation process, he recommended they be impartial voices.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council approved, by roll call vote, an agreement with Jacob Green and Associates for executive evaluation services for an amount not-to-exceed $29,600.

Vote: 4 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Miller & Associates, LLC. The City shall have the option to either purchase the property at 611 W Redlands Blvd for $3.4 million; or pay plaintiff $2.1 million to settle the matter of Miller & Associates, LLC v. City of Redlands. The Plaintiff shall release all claims, known and unknown, against the City and dismiss its lawsuit against the City, with prejudice.

Vote: 3 - 0 Passed

Resolution No. 8733 Homeless Solutions Division Expenses

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, Resolution No. 8733 to ratify the City Manager's approval for the Memorandum for Public Benefit of Homeless Solutions Division Expenses authorizing the Finance Department to process specific, limited expenditures incurred by the Homeless Solutions Division that may not typically be funded with public funds, but which are necessary to further the City's legitimate public purpose of reducing homelessness and supporting the transition of unhoused individuals into safe, stable housing and which, thereby, provide a public benefit to the community.

Vote: 3 - 0 Passed

Fire Station 264 Future Location & Funding

Council Member Davis announced that due to property ownership within 500 feet of the site being considered as the future location for Fire Station 264 at Heritage Park, she recused herself from voting and discussion on this item. As public comment, Dennis Bell agreed that Fire Station 264 desperately needed a new home, but he questioned the location, raising concerns about traffic and road conditions. Richard O'Donnell supported the efforts to find a new location for Fire Station 264 but wasn't convinced this particular site was the best choice, and he opposed using open space funds to accomplish that goal. He suggested instead that funding should come from Measure T revenues.

Assistant City Manager Boatman offered some background, explaining that Heritage Park was ultimately selected due to the availability of land, favorable site configuration, and cost-effectiveness. Relocating Station 264 to the site will allow the department to close current service gaps in the surrounding area and improve response times for residents and businesses in the southwest region. This new location also positions the station well for long-term growth and future community development.

In 2012, the City Council approved the expenditure framework for the proceeds generated from the sale of the Nevada Palmetto Grove. That policy directed the use of funds toward public benefit purposes in five general categories: Parks and Recreation, Trails, Agricultural Open Space, Natural Open Space, and Other Public Benefit Improvements. Since that time, the vast majority of those proceeds have been invested in community-serving projects consistent with that policy, providing lasting improvements across multiple sectors.

While the policy framework has been largely fulfilled, two categories—Trails and Agricultural Open Space—retain uncommitted balances of approximately $658,000 and $557,000 ($1,215,000 combined), respectively. These remaining funds have no pending projects or anticipated expenditures, and other potential funding sources exist for future projects. Staff recommended that the remaining undesignated funds be reallocated to support the design phase of a new Fire Station No. 264.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council designated, by roll call vote, 1.5 acres at Heritage Park as the future location of Fire Station 264; and reallocated $1,215,000 reserved from the Palmetto Grove Proceeds to the Future Facilities Reserve for fire station design services.

Vote: 3 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

Ordinance No. 2992 Flood Damage Prevention and Floodplain Management

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Ordinance No. 2992, amending Title 15, Chapter 15.32 of the Redlands Municipal Code relating to Flood Damage Prevention and Floodplain Management.

Vote: 3 - 0 Passed

Automated License Plate Recognition Cameras Lease Renewals

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the sole source purchase order with the Flock Group, Inc. to renew leases of automated license plate recognition cameras in the amount of $133,500.

Vote: 3 - 0 Passed

Redlands Police Department K9 Unit Donation

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council accepted, by roll call vote, the donation of $20,217.41 from the Redlands Police Community Foundation for operational expenses of the Redlands Police Department's K9 Unit; and authorized an additional appropriation of the same amount.

Vote: 3 - 0 Passed

Grant Award Office of Traffic Safety

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award for local law enforcement agencies in an amount not-to-exceed $105,000; authorized the Chief of Police to sign and execute agreements implementing the grant; and approved an additional appropriation of the same.

Vote: 3 - 0 Passed

Resolution No. 8720 Grant Application Land Water Conservation Fund Program

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8720 authorizing the City Manager to apply for the Land Water Conservation Fund (LWCF) Program grant, execute any agreement, amendments, and all other related documents associated with the LWCF to be utilized for the redevelopment of Texonia Park.

Vote: 3 - 0 Passed

In-Kind Support New Year's Eve Beach Ball Drop Event

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that 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; authorized the expenditure of city resources, in-kind support in the amount of $2,749.00 related to the New Year’s Eve (NYE) Beach Ball Drop event hosted by the Redlands Visitor Center on December 31, 2025; and authorized the temporary street closures related to this event.

Vote: 3 - 0 Passed

PO Civic Center Temporary Chiller Rental

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the purchase order is exempt from environmental review in accordance with Section 15304 of the state's guidelines implementing the California Environmental Quality Act; rejected all previous bids received on May 19, 2025; and approved the Purchase Order with Total Environmental Management, Inc., in the amount not-to-exceed $183,600 for the rental of a temporary chiller for the Civic Center, for a period of up to twenty-four months.

Vote: 3 - 0 Passed

Redlands Lawn Bowling Club Facility Use Agreement

Staff requested this item be pulled from the agenda. The item will be presented to the Council for consideration at a future meeting.

COMMUNICATIONS

Resolution No. 8732 Food Security and Child Nutrition Support Initiative

Council Member Davis opened the discussion regarding Resolution No. 8732 to establish the City of Redlands Food Security and Child Nutrition Support Initiative. Food insecurity has grown in Redlands due to recent reductions in federal and state nutrition benefits, including Supplemental Nutrition Assistance Program (SNAP) and CalFresh. Local schools, food banks, and nonprofit partners report increasing demand for emergency food and meal programs. The proposed Food Security and Child Nutrition Support Initiative will coordinate local efforts and improve access to nutritious food. Through the formation of a Food Security Task Force, the City can collaborate with schools, nonprofits, and faith-based partners to identify barriers to food access as well as develop and coordinate solutions.

If approved, staff would establish a citywide task force, identify City-owned sites for food access programs, expand youth meal partnerships with Redlands Unified School District, explore community mini-grants to support local efforts, and advocate for the restoration and expansion of state and federal nutrition assistance programs.

As public comment, Kyra Stewart, Executive Director of Redlands Family Service Association (FSA), was in full support of a task force and was deeply encouraged by the City's desire to collaborate and work with all the local partners. She listed various actions already taken by FSA to help fill the gaps that exist for those in need. Roberto Ceja said that it is difficult to see so many people losing a portion of their SNAP benefits, but this task force could represent a beacon of hope for those struggling. He was excited to be a part of the program and help in any way he could.

In general, Council Members were in support of forming a task force. Council Member Barich said this was a starting point. Additionally, he said that the City is not the expert in these matters, and he recommended we rely heavily on our local partners who do this kind of work every day. Council Member Tejeda envisioned the City becoming a hub of information and utilizing the website as a message board. Mayor Pro Tem Shaw said that information is the key. There are resources available but getting the word out is critical. With the Grocery Gift Card program coming to an end in December, Council Member Davis asked whether the Council could authorize a reallocation of

funds for this emergency situation. City Manager Duggan and City Attorney Garcia clarified that reallocating funds was outside the scope of the current agenda item and, if requested, could be discussed at a future council meeting.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8732 establishing the City of Redlands Food Security and Child Nutrition Support Initiative, and directing staff to return to the City Council in February 2026 with a progress update.

Vote: 4 - 0 Passed

Citrus Preservation Commission Annual Report

Chair Michael Day presented the annual report of the Citrus Preservation Commission, providing a recap of the Commission's accomplishments. He described how the City has finally come through the industry-wide challenges associated with the oriental fruit fly infestation. He was pleased to say that it appeared we survived the infestation, and farming is looking optimistically forward. The groves are in good condition, staff continues to do an excellent job handling the day-to-day operations, while Larry Jacinto and crew tackle all the bigger work. Educating the public remains one of the Commission's priorities and the Citrus Commission's webpage offers various resources. These include links to the San Bernardino County Farm Bureau Federation and up-to-date information regarding threats to California Citrus. Council Members thanked Chair Day and all the commissioners for their dedication and service.

NEW BUSINESS

Residential Zoning Districts for the Keeping of Hens

At the request of Mayor Pro Tem Shaw, Development Services Director Desatnik provided an overview of residential zoning districts that permit the keeping of hens. Currently, hens are only allowed in two residential zoning districts, which are generally located in the far southeast area of the City. The regulations allow two hens on lots less than 7,200 square feet; three hens on lots ranging in size from 7,201 to 9,999 square feet; four hens on lots ranging in size from 10,000 to 20,000 square feet; and on lots over 20,000 square feet, one hen for every 2,000 square feet of lot area, not to exceed a total of nine hens.

The keeping and raising of hens has become increasingly popular, and experience in other jurisdictions has shown that hens generally do not create nuisance conditions comparable to roosters. Allowing hens in additional residential zones can support sustainability goals, promote local food production, and align City regulations with evolving community preferences. With Council's direction to move forward, staff would draft an ordinance and present it to the Planning Commission for consideration that would allow the keeping and raising of hens in all single-family residential zoning districts, with appropriate regulations governing the number of hens permitted based on lot size and other reasonable standards to ensure compatibility with surrounding neighborhoods.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council directed staff, by roll call vote, to draft an ordinance to amend the City's Zoning Regulations to allow for the keeping of hens on lots in single-family residential districts and present the ordinance to the Planning Commission for review and recommendation.

Vote: 4 - 0 Passed

Groundwater Well & Booster Pump Maintenance & Repair Services Agreement

Municipal Utilities and Engineering Department Director Harris reviewed the Non-Professional Service Agreement with General Pump Company to provide groundwater well and booster pump maintenance and repair services. The City's water production system includes forty-five potable and non-potable groundwater wells, thirty-eight booster pumps and two surface water treatment plants to serve more than 75,000 customers. The groundwater wells and booster pumps are operated by high horsepower motors, which require frequent routine maintenance to reduce the potential for malfunction and prevent equipment failure. During emergencies, staffing may be limited, and support from a qualified groundwater well and booster pump contractor is often necessary.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of a Non-Professional Service Agreement with General Pump Company is exempt from environmental review pursuant to section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act; and approved the Non-Professional Service Agreement with General Pump Company for groundwater well and booster pump maintenance and repair services on an as-needed basis for an amount not-to-exceed $500,000 per year with an initial term of one (1) year and options to extend the agreement for two (2) additional one (1) year terms.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Shaw congratulated the efforts of City staff and Airport Supervisor Ted Richardson, for hosting the Plane or Treat Event held on October 26. The event was packed with families who enjoyed bounce houses, various dessert offerings, and, of course, lots of candy. What a great way to highlight all the planes and show off the airport. He submitted his report of activities for the month of October 2025, as available online and attached to the staff report.

Council Member Barich attended the Dia de Los Muertos event hosted by A.K. Smiley Public Library. The event offered a variety of activities, including face painting, a costume contest, and free books. He found it very informative. He also enjoyed the Olive Avenue Halloween Extravaganza event.

Council Member Tejeda participated in the Dia de Los Muertos event hosted by Smiley Library, which had about 400–500 attendees. Fun was had by all.

Council Member Davis kicked off the 5th season of Youth Council, participated in the Inland Counties Legal Services dinner held at the Mitten Building, enjoyed an event celebrating 16 years of Music Changing Lives held at Joe Gonzales Community Center, and attended the recent AAUW Redlands meeting. She and her son enthusiastically enjoyed the Halloween Extravaganza event

on Olive Avenue.

ADJOURNMENT

There being no further action required, Mayor Pro Tem Shaw adjourned the meeting at 7:22 P.M. The next regular meeting of the City of Redlands City Council will be held on November 18, 2025.

City Council Meeting **I. 2.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the issuance of a Proclamation recognizing Blue Zones Health (Council Member Davis)

MOTION:

I move to authorize the issuance of a Proclamation recognizing Blue Zones Health.

Attachments

Blue Zones Health Proclamation

PROCLAMATION

Blue Zones Health Walking Moai Series - Redlands

WHEREAS, the City of Redlands is committed to fostering health, happiness, and well-being of all residents by supporting programs that promote active lifestyles, social connection, and community engagement; and

WHEREAS, Blue Zones Health's mission is to help people live better, not just longer by empowering communities to adopt evidence-based principles that encourage regular physical activity, purpose, and social belonging; and

WHEREAS, in March 2025, Blue Zones Health started a 10-week Walking Moai Series at Brookside Park that was open to all residents to encourage regular natural movement, combined with social connection; and

WHEREAS, this initiative aligns with the City's vision for a thriving, active, and connected community by providing a free, accessible opportunity for residents to explore local parks, such as Brookside Park, while improving physical and mental health; and

WHEREAS, participants in the walking Moai Series exemplify the Blue Zones values of togetherness, healthy living, and lifelong well-being, helping to make Redlands a healthier and more vibrant place to live, work, and play; and

WHEREAS the City of Redlands commends Blue Zones Health for their partnership and dedication to fostering a culture of wellness and longevity through community-based programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize Blue Zones Health Walking Moai Series and encourages its residents to participate in walking activities, building social connections, and taking steps towards a healthier, happier community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of November, 2025.

Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Accept report for the annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code, determine that Mountainview Power Company LLC, Redlands Community Hospital, Cal-Red Facility LLC, VPV State Street Village LLC, and Esri are in compliance with the terms of their respective Development Agreements, and approve the preparation of a Certificate of Compliance. (Development Services Director Desatnik)

MOTION(S):

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

1. I move to accept this report for the annual review of approved Development Agreements and determine that the applicants, Mountainview Power Company LLC, Redlands Community Hospital, Cal-Red Facility LLC, VPV State Street Village LLC, and Esri, are in compliance with the terms of their respective Development Agreements; and

2. I move to approve the preparation of a Certificate of Compliance for each company.

RECOMMENDATION:

Based on a review of the individual Development Agreements and the responses filed by the applicants for 2024, staff recommends that the City Council determine that Mountainview Power Company LLC, VPV State Street Village LLC, Redlands Community Hospital, Cal-Red Facility LLC, and Esri are in compliance with the terms of their respective Development Agreements, and that City staff prepare Certificates of Compliance.

DISCUSSION:

Section 18.220.180 of the Redlands Municipal Code (RMC) establishes the requirement and process for the annual review of approved Development Agreements, and indicates the City shall review Development Agreements at least once every twelve months from the date of their approval. Pursuant to Government Code Section 65865.1, the applicant for a Development Agreement has the duty to demonstrate its good faith compliance with the terms of the Development Agreement at the time of such review.

On October 7, 2025, the City Council was given the required notice that the seven (7) active Development Agreements with the City would be subject to the annual review pursuant to RMC Section 18.220.180(B). Staff subsequently notified the applicants and requested that they provide a written response that demonstrates their good faith compliance with the terms of their respective Agreements. This report is a follow-up to that notice.

The following provides a brief summary of each Development Agreement as well as staff's review of compliance.

1. Mountainview Power Company, LLC. - The property contains a steam electric power-generating facility owned and operated by Southern California Edison, located at the northeast corner of San Bernardino Avenue and Mountain View Avenue. The plant currently generates approximately 1,054 megawatts. The Development Agreement was approved on October 17, 2000, with a term of 30 years and provides vested rights to develop the property to the maximum extent allowed under the General Industrial (M-2) District.

Staff Review: Mountainview Power has submitted a letter stating their compliance with the terms of their Development Agreement (see Attachment A). The property continues to be used as a steam electric power-generating facility. In 2024, no notable improvements were made to the property. The Development Agreement states that the owner shall have the right to develop the property in such increments and in such order as the owner deems appropriate. Staff believes that Mountain View Power, LLC is in compliance with their development agreement.

2. CEMEX Construction Materials, L.P. - This agreement implements a business license tax based on tonnage mined or processed in the City of Redlands. The agreement was approved by the City Council on July 17, 2001, and remains in effect for 65 years. The rate of tax imposed started in 2001 at ten cents ($0.10) per ton, and is adjusted each year based on the percentage change in the Consumer Price Index. CEMEX mines in the City of Redlands and the City of Highland, but only processes the aggregate material in the City of Redlands at their facility on Orange Street within the Santa Ana River Wash. The

Development Agreement allows a credit to be applied towards the tonnage mined in Highland but processed in Redlands. Highland also has a mining tax, and the credit is intended to prevent the same tonnage from being taxed twice (Highland's mining tax was established by an initiative ballot and includes the same CPI and credit).

Staff Review: Staff is currently reviewing compliance documentation for CEMEX. A review of this development agreement will be presented to the City Council at a later date (with a subsequent report).

3. Robertson's Ready Mix, Ltd. - Similar to the Development Agreement described above, this agreement also implements the same business license tax payable to the City quarterly based on the tonnage mined by Robertson's in the City of Redlands. The agreement was approved by the City Council on July 17, 2001, and remains in effect for 65 years. Robertson's mines in the City of Redlands and the City of Highland, but only processes the aggregate material in Highland where their processing plant is located. Because 100% of the mined aggregate in Redlands is processed in Highland, a 50% credit is applied to the tax due the City of Redlands pursuant to Section 5.4 of the agreement.

Staff Review: Staff is currently reviewing compliance documentation for Robertson's Ready Mix. A review of this development agreement will be presented to the City Council at a later date (with a subsequent report).

4. Redlands Community Hospital - Located at 350 Terracina Boulevard, the agreement addresses the long-term master plan development and expansion of the hospital. The agreement was approved by City Council on December 2, 2003, effective until December 2, 2033, and provides vested rights to develop the property to the maximum extent allowed in the Medical Facilities (M-F) District.

Staff Review: Redlands Community Hospital submitted an annual report (see Attachment B) which identifies compliance with the terms of the Development Agreement. During 2024, the hospital continued to make progress with implementation of their Facilities Master Plan, which is included as an attachment to their Development Agreement. Construction is underway on several projects, including parking lots on Laurel Avenue and Terracina Blvd./W. Fern Avenue, as well as the radiation therapy center on W. Olive Avenue (which was entitled in 2024). The new radiation therapy center will provide a replacement location for radiation therapy services, thus allowing the current radiation therapy space within the hospital to be repurposed in conjunction with Phase 3 of the hospital's Facilities Master Plan. The hospital also provided an inventory of current and potential future projects related to implementation of Phase 3. Staff believes that Redlands Community Hospital is in compliance with their development agreement.

5. Cal-Red Facility, LLC. - This Development Agreement provides for the

long-term development and utilization of the property for the Asistencia Villa assisted nursing facility located at 1875 Barton Road, west of Terracina Boulevard. The agreement was approved by the City Council on December 2, 2003, and remains in effect until December 2, 2033. The agreement does not contain any milestones for build-out of the facility, and leaves this to the business judgment of the applicant.

Staff Review: Cal-Red Facility, LLC, is a Delaware limited liability company. This company owns over 100 skilled nursing facilities, and partners with professional skilled nursing companies to operate their facilities. The sale of the property to Cal-Red Facility, LLC, in 2010 by Redlands Health Services also included the assignment of the rights, duties, and obligations under the Development Agreement. Redlands Health Services still maintains ownership of 1.46 acres of vacant land adjacent to the facility and is covered under this agreement. Cal-Red Facility submitted an annual report (see Attachment C) which identifies compliance with the terms of the Development Agreement. Cal-Red Facility indicates that there will be no changes in the use and purpose of the Asistencia Villa as a licensed skilled nursing facility. They lease the Asistencia Villa to Asistencia Villa Post Acute, LLC, to operate the facility. The terms of the lease require that the facility remain a licensed, skilled nursing facility and that it be used for no other purpose. Staff believes that Cal-Red Facility, LLC is in compliance with their development agreement.

6. ESRI - The Esri campus headquarters is located at 380 New York Street, and the agreement addresses the long-term development and expansion of their corporate campus. The agreement was approved by the City Council on July 5, 2005, with an initial term of 30 years, and provides vested rights to develop the property to the maximum extent allowed under the Administrative & Professional Office (A-P) District.

Staff Review: Esri submitted an annual report (see Attachment D) which identifies the permits obtained to develop their corporate campus under the terms of the Development Agreement. Their response provides a list of permits and fees paid for 2024, which includes solar carport canopy permits, and states that there are no anticipated development projects for 2025. The build-out of the Esri campus is not under any specific phasing or development timeline, which enables the company to expand their campus as-needed in response to market forces. Staff believes that Esri is in compliance with their development agreement.

7. VPV State Street Village, LLC. - This Development Agreement includes provisions securing a 15-year approval and the right to build the State Street Village mixed-use project on approximately 12 acres currently occupied by the Redlands Mall located at the southwest corner of Orange Street and Redlands Boulevard. The agreement vests the categories of Development Impact Fees (DIF) (i.e., the fee categories may not be increased, but the DIF amounts may be adjusted by the City from time to time) and zoning regulations in effect at the

time the project was approved. The agreement requires that Phase 1 of the project shall begin construction within five years of the effective date (Ordinance No. 2933 became effective on October 6, 2022), and the subsequent phasing and timing of such phases are at the discretion of the developer.

Staff Review: The State Street Village project entitlements were approved on May 10, 2022. Ordinance No. 2933 for the Development Agreement was approved on September 6, 2022 (and became effective on October 6, 2022), and the Development Agreement was recorded on September 14, 2022. Construction plans for Phase 1 were initially submitted to the City on December 19, 2022, but are not yet approved at this time. VPV State Street Village submitted an annual report (Attachment E), which identifies efforts to advance the project. Their response lists items such as working with demolition contractors and structural engineers on plans to demolish the Mall, while keeping the CVS Pharmacy open and operational, coordinating infrastructure plans, and working through marketing, management, and leasing details. Staff believes that VPV State Street Village, LLC, is in compliance with their development agreement.

ALTERNATIVES:

The City Council has the option to implement any of the following alternatives:

1. Continue the matter and request additional information.

2. Determine that the responses from Mountainview Power Company LLC, VPV State Street Village LLC, Redlands Community Hospital, Cal-Red Facility LLC, or Esri do not constitute compliance with the provisions of their respective Development Agreement(s), and direct staff to require additional documentation prior to issuing a Certificate of Compliance per RMC Sections 18.220.180(C-D).

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year: 25-26
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:
The City's cost for this review is paid by the applicants prior to the time of the review.

Attachments

Attachment A: Mountainview Power Station Response
Attachment B: Redlands Community Hospital Response
Attachment C: Cal-Red Response
Attachment D: ESRI Response
Attachment E: Village Partners Ventures Response

SOUTHERN CALIFORNIA
EDISON
An EDISON INTERNATIONAL Company

August 5, 2025

City of Redlands
35 Cajon Street, Suite 20
PO Box 3005
Redlands, CA 92373

Attn: Sean Reilly, Principal Planner

Re: Development Agreement between Mountainview Power Company and the City of Redlands

Dear Mr. Reilly:

We acknowledge receipt of your correspondence dated July 10, 2025, regarding the "Development Agreement between Mountainview Power Company, LLC, and the City of Redlands – 2024 Annual Review."

This letter is intended to provide the necessary assurances to support your certification of Southern California Edison Company's good faith compliance with the Development Agreement originally executed on October 17, 2000, between Mountainview Power Company (now operating as Southern California Edison Company's Mountainview Generating Station) and the City of Redlands.

Please note that no significant improvements were completed at Mountainview Generating Station in 2024. Based on our review, we believe Southern California Edison Company remains in full compliance with all obligations outlined in the Development Agreement.

Should you have any questions or wish to discuss this matter further, please feel free to contact me at (909) 283-2234.

Sincerely,

Lyle J. Laven

Lyle J. Laven
Senior Manager, Mainland Generation

Redlands Community Hospital

350 Terracina Blvd.
P.O. Box 3391
Redlands, CA 92373-0742
909-335-5500
Fax 909-335-6497

July 17, 2025

Sean Reilly
Principal Planner
City of Redlands
PO Box 3005
Redlands, CA 92373

Re: Development Agreement between Redlands Community Hospital and the City of Redlands – 2024 Annual Review

Dear Mr. Reilly,

This is to confirm evidence of good faith compliance with the terms of the above referenced Development Agreement. Redlands Community Hospital (RCH) remains compliant with the Development Agreement and continues to proceed with implementation of our Facilities Master Plan, which is outlined in Attachment B (CUP 355-10) of the Development Agreement.

Construction is underway on several projects including parking lots on Laurel Avenue and Terracina Boulevard / W. Fern Avenue, and more recently the Jack and Laura Dangermond Center for Radiation Therapy on W. Olive Avenue. The Dangermond Radiation Therapy Center will provide a replacement location for radiation therapy services, thus allowing the current radiation therapy space within the hospital to be repurposed in conjunction with Phase 3 of our Facilities Master Plan, which is partially motivated by SB 1953, the Seismic Safety Act.

RCH is compliant with all HCAI requirements related to SB 1953. This includes annual reporting of hospital building status and uses, as well as completing a variety of seismic improvement projects by 2030. These projects are reflected in the 2024 inventory RCH provided HCAI of current and potential future projects and structures, including seismic status and plans for enhanced emergency capabilities. These projects are collectively referred to as the "Phase 3" elements of our Facilities Master Plan. Timing of these improvements is, as always, subject to our financial ability and debt capacity to finance the projects. RCH expects these improvements will require an investment of $92 million through 2029 if they are completed prior to 2030.

During 2025, RCH placed under contract or will place under contract the HCAI design requirements for the following Phase 3 Projects:

- Phase 3 Replacement Building, which will include rerouting of hospital utilities at the basement level; a new staircase and elevator; replacement Patient Registration and basic Imaging services; replacement basic Laboratory services.
- NPC 5 emergency water storage and emergency waste water storage.
- NPC 4D supplemental anchorage for utilities and equipment in selected areas.
- Air Handler Unit (AHU) 9 replacement due to the demolition of the AHU 9 penthouse.
- Remove from Acute Care Services (RACS) certain older buildings, including seismic protection for utilities serving both these buildings and adjacent newer buildings.

- Air Handler Unit 6 modifications in order to continue service to several future RACS buildings.

When providing a copy of the staff reports, exhibits and/or any other evidence concerning performance of the Agreement to RCH, as provided in Section 7.2 of the Agreement, please direct the materials to my attention and also copy Todd Sexton, Vice President Professional and General Services.

If you have questions or require additional information please contact me at my office, 335-5517.

Sincerely,

Harvey S. Hansen
Vice President

Cc Todd Sexton, Vice President Professional and General Services

Ballard Spahr LLP

July 10, 2025

VIA ELECTRONIC MAIL

Sean Reilly
Principal Planner
City of Redlands Development Services
35 Cajon St., Suite 20
Redlands, CA 92373
E-Mail: sreilly@cityofredlands.org

Re: 2024 Annual Review of Development Agreement No. 17 between Redlands Health Services, A.V. Associates and the City of Redlands (the "**Development Agreement**")

Dear Mr. Reilly:

I am writing to you to document good faith compliance with the terms of the above referenced Development Agreement for the 2024 calendar year, as required by the Redlands Municipal Code. The Development Agreement was initially entered into by the City of Redlands, Redlands Health Services and A.V. Associates. As of December 8, 2010, our client, Cal-Red Facility, LLC, a Delaware limited liability company ("**Cal-Red**"), purchased Parcel One of the real property subject to the Development Agreement (the "**Cal-Red Property**") from A.V. Associates. The Cal-Red Property has a mailing address of 1875 Barton Road, Redlands, CA 92373, and a skilled nursing facility known as Asistencia Villa Rehabilitation and Care Center (the "**Facility**") is located on the Cal-Red Property. Parcels Two and Three described in the Development Agreement were not purchased by Cal-Red and this letter does not pertain to such property.

Cal-Red leases the Cal-Red Property and the Facility to Asistencia Villa Post Acute LLC, a California limited liability company (the "**Tenant**"). Effective as of June 20, 2023, Tenant assigned its interest in the Facility lease to AVPA, LLC, a California limited liability company (the "**Assignee**") with the consent of Cal-Red. The assignment did not relieve the Tenant from its obligations under the lease. The terms of the lease continue to require that the Facility remain licensed as a skilled nursing facility and that the Facility be used for no other purpose.

Accordingly, our client is in compliance with the Development Agreement, as the Assignee continues to operate the Facility as a licensed skilled nursing facility. No changes in mission, use, or strategic purpose are contemplated for the Cal-Red Property or for the Facility.

Please direct to my attention a copy of the staff reports, exhibits and/or any other evidence concerning performance under the Development Agreement with respect to the Cal-Red Property, as provided in Section 7.2 of the Development Agreement.

We will have a check sent to you for $500.00 payable to the City of Redlands for fees associated with the 2024 annual review of the Development Agreement.

If you have questions or require additional information, please contact me at my office via telephone at 206-223-7068 or via email at levins@ballardspahr.com.

Very truly yours,

Shira Levin

Shira Levin
Counsel to Cal-Red Facility, LLC

cc: Gary Kading (via email)
Nicholas Martinez (via email)
Debbie Bellis (via email)

esri | THE SCIENCE OF WHERE®

July 23, 2025

Sean Riley
City of Redlands
35 Cajon St, Suite 20
Redlands, CA 92373

Dear Mr. Riley,

Attached is a list of fees/permits paid in 2024 for the properties covered under the Development Agreement No.19 between ESRI and the City of Redlands. We have also included the requested $500 fee to offset the city review.

As of right now, we have no planned development projects for 2025; however, we will continue to operate in a manner that is consistent with the agreement and the project approvals associated with the agreement.

Sincerely,

Brendon Carroll
Senior Project Manager

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com

Report Year: 2024

Date	Description	Total Fees	Paid by
10/16/2024	Solar Canopy Permit Fees (Structural & PV)	$26,575.71	Renewable Energy Partners Inc

Village Partners

August 7, 2025

Mr. Sean Reilly
Principal Planner
Development Services Department
City of Redlands
35 Cajon St. Suite 20

Re: Development Agreement between Village Partners Ventures, L.L.C., and the City of Redlands-2024 Annual Review

Dear Mr. Reilly,

On behalf of Village Partners, I am pleased to provide this annual update regarding our compliance with the Development Agreement for the Redlands Mall property ("State Street Village").

We continue to advance the project in accordance with the terms and conditions set forth in the Development Agreement. Below is a summary of key activities during the past year:

- Marketing project nationwide to potential Equity partners
- Working with the City & Consultants on financing of public infrastructure
- Refinement and peer review of construction documents
- Retail Pre-Leasing
- Working with multiple general contactors on detailed construction pricing
- Developing project branding
- Working with CVS on off-site relocation
- Interviewing residential property management
- Working with demo contractors and structural engineer on plans to demolish the mall, while keeping CVS open and operational
- Working with dry utility consultant regarding relocating/re-routing major Southern California Edison service infrastructure lines
- Refining plans in response to latest FEMA maps

We remain committed to fulfilling all obligations under the Development Agreement and to maintaining open communication with the City to ensure the successful completion of this long-term redevelopment project. Please do not hesitate to contact me directly if you require any additional information or documentation.

Thank you for your continued partnership.

Sincerely,

Kaitlin Morris
Director of Development
Village Partners

City Council Meeting **I. 4.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Sole Source Professional Services Agreement with Jacob Green & Associates in the amount of $52,250, for the update of the City of Redlands Emergency Operations Plan and the development of new Support Plans for the Redlands Animal Shelter and Municipal Airport (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Sole Source Professional Services Agreement with Jacob Green & Associates in the amount of $52,250, for the update of the City of Redlands Emergency Operations Plan and the development of new Support Plans for the Redlands Animal Shelter and the Municipal Airport.

RECOMMENDATION:

Staff recommends the City Council approve the Sole Source Professional Services Agreement with Jacob Green & Associates to update the City of Redlands Emergency Operations Plan and the Support Plans for the Redlands Animal Shelter and the Municipal Airport. This initiative aims to strengthen the coordination and operational readiness in alignment with state and federal emergency management standards.

DISCUSSION:

An Emergency Operations Plan (EOP) is crucially important because it serves as the foundation for how the City of Redlands prepares for, responds to, and recovers from emergencies or disasters. It establishes clear roles and responsibilities, promotes coordination across departments, and ensures efficiency during crises. Regular updates, every 5 years, are essential to maintain compliance with state and federal requirements, as well as, reflect on

any organizational structure changes and emergency management best practices. An updated EOP enhances the City's overall readiness and strengthens community resilience.

This project will include separate Support Plans (Annexes) for the Redlands Animal Shelter and the Municipal Airport. These Annexes will provide comprehensive guidance for the department's specific role in supporting the City's broader emergency operations, and demonstrate their crucial role within the overall Emergency Operations Plan.

Jacob Green & Associates has previously worked with the Redlands Fire Department to develop a renovation plan for the Emergency Operations Center (EOC), assess the operational needs of the facility, and conduct Emergency Management training sessions. Through this work, the organization has gained a comprehensive understanding of the City's emergency management structure and operational requirements. Based on this established expertise and familiarity with Redlands' specific needs, staff recommends that the City Council approve the Professional Services Agreement as a sole source purchase.

ALTERNATIVES:

The City Council may decide not to approve the Professional Services Agreement with Jacob Green & Associates and may provide alternative direction to staff.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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
Tabitha Crocker, Facilities & Community Services Director

PREPARED BY:
Kristina Rivas, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2025-26

Revenue Generating: N

Appropriation Required Y/N: N

Discussion:

The total cost for updating the Emergency Operations Plan is $39,950. An additional $12,300 is allocated for the development of the new plans for the Municipal Airport and Animal Shelter, bringing the overall total to $52,250. The Facilities & Community Services Department will cover the costs associated with the new Annex plans. All expenses for both the Emergency Operations Plan update and the development of new Annex Plans have been included in the respective departments' Fiscal Year 2025-2026 budgets.

Attachments

Professional Services Agreement

Sole Source Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Updating the City of Redlands Emergency Operations Plan and the Development of Support Plans for the Redlands Animal Shelter and the Redlands Municipal Airport ("Agreement") is made and entered in this 18th day of November, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Jacob Green & Associates, Inc, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide services for updating the City of Redlands Emergency Operations Plan and providing Support Plans (Annexes) that provide comprehensive guidance for specific department's role in supporting broader emergency operations services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Rich Sessler, Fire Chief, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing as of the Effective Date, unless terminated earlier as provided herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of Fifty-Two Thousand Two Hundred and Fifty ($52,250). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule Title" which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Jacob Green, President
Jacob Green & Associates, Inc
1327 Jamboree Rd., Suite 24B
Tustin, CA 92782
jacob@jacobgreenandassociates.com
(626)755-5270

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by

Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. If this Agreement is terminated by City for cause, an adjustment to Consultant's compensation may be made to reflect any direct, documented costs to City arising from Consultant's material breach. During the notice period, the Parties shall coordinate an orderly wind-down of work and deliverables. Within thirty (30) days after the effective date of termination, Consultant shall provide City with all project materials produced up to that date. Consultant shall be compensated for all Services performed through the effective termination date in accordance with the payment terms of this Agreement.

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

JACOB GREEN & ASSOCIATES, INC

By: _____
Jacob Green. President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT OVERVIEW

Emergency Operations Plan: The City of Redlands is initiating an update to its Emergency Operations Plan (EOP) to strengthen preparedness, coordination, and operational readiness across all phases of emergency management. This update will be guided by California Governor's Office of Emergency Services (CalOES) planning requirements and FEMA's Comprehensive Preparedness Guide (CPG) 101 v.3.1, ensuring alignment with recognized best practices and federal standards. Planning documents will incorporate terminology and organizational structures consistent with modern emergency management protocols, including SEMS, NIMS, and ICS.

Support Plans: This project will include Support Plans (Annexes) for the Redlands Animal Shelter and the Redlands Municipal Airport. The Support Plans will serve as annexes to the City's EOP Base Plan. Each Annex provides comprehensive guidance for a specific department's role in supporting the City's broader emergency operations. Support annexes identify departments or agencies with supporting roles during emergencies and outline the strategies those entities implement to fulfill their responsibilities. Annexes will include the purpose and scope, department roles and responsibilities, inter-agency and multi-agency coordination concepts, readiness activities, activation triggers, and the concept of operations.

Project Outputs: Jacob Green and Associates (JGA) will deliver a relevant and locally tailored, updated all-hazards EOP that meets state and national standards while focused on the unique needs of the City and its emergency operations team. JGA will also deliver fully implementable SAPs for the Redlands Animal Shelter and the Redlands Municipal Airport.

Project Outcome: Upon completion of the project, the City of Redlands will be equipped with a streamlined, operationally ready EOP that enables rapid coordination across departments and response partners. The updated plan will enhance community resilience by integrating existing City preparedness plans with industry best practices in emergency management. Furthermore, the Support Plans will enhance the readiness of both the Redlands Animal Shelter and the Redlands Municipal Airport.

PROJECT SCOPING, PLANNING, AND EXECUTION

JGA will conduct the following meetings with the project planning team and stakeholders.

1. **Project Kickoff Meeting** with the City's designated Project Manager
2. **Project Kickoff Workshop** with the City's Project Planning Team (optional)
3. **Standing Project Management Meetings** will occur every two weeks with City's designated Project Manager
4. **Subject Matter Expert Project Meetings** will be conducted with those persons or agencies having a lead role or a major tasking in the City's EOP

EXHIBIT "B"
PROJECT SCHEDULE

PROJECT DELIVERABLES

JGA will deliver:

1. **Updated Part 1 EOP (Base Plan)**
   a. Includes Part 2 EOP (Emergency Operations Center) Position Checklists.
2. **Support Plans (Annexes)**
   a. City of Redlands Animal Shelter
   b. City of Redlands Municipal Airport

PROJECT WORKPLAN

JGA's Project Team will follow a planning process in updating the Redlands EOP as identified in FEMA's Comprehensive Preparedness Guide 101, ver. 3.1. JGA has refined this approach to ensure applicability to local governments.

JGA's Workplan includes the following project activities:

Activity #1 Update Emergency Operations Plan

- Six phases and one optional phase

ACTIVITY #1	UPDATE EMERGENCY OPERATIONS PLAN 32 WEEKS		
TASK NUMBER	PHASE/ TASK	DURATION	PCT OF PROJECT
1	**PHASE 1: Project Initiation and Management**	21 days	5%
1.1	Identify the Project Management Team		
1.2	Conduct Project Kick-off Meeting (Project Team)		
1.3	Finalize Project Schedule		
1.4	Identify the Planning Team / SME Team		
1.5	Identify External Stakeholders, Cooperators, and Assisting Agencies		
1.6	Conduct Project Kick-off Workshop – optional (Planning Team)		
1.7	Conduct Regular Project Meetings		
1.8	Provide Regular Project Status Reports		

2	**PHASE 2: Data Collection and Analysis**	21 days	5%
2.1	Assess City Organization and Community Capabilities		
2.2	Assess City Municipal Code - Emergency Mgmt. Chapter		
2.3	Review Existing Preparedness & Hazard Mitigation Plans		
2.4	Collect and Review Informing and Supportive City Documents		
2.5	Assess Planning Gaps in Existing Preparedness Plans		
2.6	Develop Draft Plan Organization and Format		
2.7	Develop Final Plan Organization and Format		
	PHASE 3: Develop Key Plan Elements	90 days	50%
3.1	Develop Purpose and Scope		
3.2	Develop Situation and Assumptions		
3.3	Develop Concept of Operations		
3.4	Identify Activation Authority and Criteria		
3.5	Identify Primary and Alternate EOC		
3.6	Develop Organization and Assignment of Responsibilities		
3.7	Develop Direction, Control, and Coordination		
3.8	Develop Information Collection, Analysis, and Dissemination		
3.9	Develop Communications Strategies		
3.10	Develop Mutual Aid and Resource Management		
3.11	Develop Continuity of Government		
3.12	Identify COOP and COG Policies		
3.13	Develop Access and Functional Needs Content • AB477 (2019), AB2311 (2022), AB 2645 (2022) Develop Cultural Competence Content • SB 160 (2019) Develop Pet Sheltering Content • AB 781 (2023) Develop Language Access Content • AB 1638 (2023)		
3.14	Develop Training & Exercise Content		
3.15	Identify Plan Maintenance Schedule & Process		

4	**PHASE 4: Plan Development-Part 1 Base Plan**	45 days	25%
4.1	Craft Pre-Decisional Draft #1		
4.2	Draft #1 Content Editing & Proofreading		
4.3	Draft #1 Formatting & Pagination		
4.4	Draft #1 Send to Client for Review & Comments		
4.5	Draft #1 Review & Comments Received from Client		
4.6	Draft #1 Edits & Changes per Client		
4.7	Craft Final Deliverable		
4.8	Final Deliverable Quality Check		
4.9	Final Deliverable Send to Client		
5	**PHASE 5: Plan Development-Part 2 EOC Checklists**	30 days	10%
5.1	Craft EOP Part 2 EOC Position Checklists		
5.2	Content Editing & Proofreading		
5.3	Formatting & Pagination		
5.4	Final Deliverable Quality Check		
5.5	Final Deliverable Send to Client		
6	**PHASE 6: Plan Processing and Approvals**	21	5%
6.1	Deliverable Acceptance by City		
6.2	Adoption by City Council		
7	**PHASE 7: Training and Exercise (Optional)**		
7.1	Planning Deliverable In-Brief Seminar 1.5 hr		
7.2	Planning Deliverable Tabletop Exercise 4.0 hr		

Activity #2 Support Annex Plans (2)

- One phase

ACTIVITY #2	DEVELOP SUPPORT PLANS (ANNEXES) 12 WEEKS		
TASK NUMBER	**PHASE/ TASK**	**DURATION**	**PCT OF PROJECT**
1	**PHASE 1: Develop Support Plans (Annexes)**	12 weeks	100%
1.1	Redlands Animal Shelter		
1.2	Redlands Municipal Airport		

PLAN APPROVALS

No state or federal approvals are required for local government Emergency Operations Plans (EOPs) or Annexes in California. As such, any review and acceptance of the updated plan will be and Support Annexes coordinated solely with the City of Redlands to ensure alignment with local priorities, operational needs, and stakeholder input.

Note: Draft planning documents are provided in a PDF format for review and comment.

PROJECT TIMELINE

ACTIVITY	ACTIVITY DESCRIPTION	TIMELINE
1	Update Emergency Operations Plan	Weeks 1-32
2	Support Plans (2) (Annexes)	Weeks 33-45

WORK LOCATION

- All plan development activities will be conducted remotely.
- Training & Exercise activities, if selected, will be conducted on site at the City of Redlands work site.
- Stakeholder engagement activities will be conducted through a combination of virtual and hybrid engagements.

ONSITE IN-PERSON ACTIVITIES

JGA recommends the following on-site in-person engagements:

1. Training & Exercise Activities (optional)
    a. Attendees: City executive leadership team; City emergency operations team.

EXHIBIT "C"

Fee Schedule Title

Work Task	Cost
Activity #1: Emergency Operations Plan-Update	$39,950
Activity #2: Support Plans (Annexes) – New • Redlands Animal Shelter (1 x $6,150) • Redlands Municipal Airport (1 x $6,150)	$12,300
Total:	$52,250

Invoicing Schedule:

20%- Upon Project Kickoff
Monthly Progress Payments as Determined by JGA

Late Payment Fee

All invoices are due and payable within 30 days of the invoice date. Any invoice not paid within 30 days will be subject to late payment fee. A fee of 1.5% per month will be added to the outstanding balance until the invoice is paid in full.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Jacob Green & Associates

By:_____ Date: _____

Jacob Green, President

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 10/15/2025

To: Purchasing Division

From: Kristina Rivas, Senior Admin Assistant

Estimated Total Cost: $ 52,250

Proposed Vendor: Jacob Green & Associates

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.

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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:

Jacob Green & Associates have provided services to the Redlands Fire Department including gap analysis of the EOC, renovation plan design, and citywide Emergency Operations Plan giving them strong understanding of the specific needs to the Redlands EOC. Continuing their service will help strengthen preparedness across all phases of Emergency Management.

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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 Fire Department would have to start over with a new consultant who is unfamiliar with the specific needs of the Redlands Emergency Operations Plan.

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

Kristina Rivas 10 / 15 / 2025

Prepared by Date

Rich Sessler 10 / 15 / 2025

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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Title	Sole Source - Jacob Green & Assoc - EOP Project
File name	Sole_Source_Jacob_Green___Assoc.pdf
Document ID	b642566ecf4b306fdfa86274b3bebd411fffa3c8
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**10 / 15 / 2025** 14:57:29 UTC	Sent for signature to Rich Sessler (rsessler@confire.org) and Kristina Rivas (krivas@confire.org) from rfd01@cityofredlands.org IP: 47.153.121.232
VIEWED	**10 / 15 / 2025** 14:58:00 UTC	Viewed by Kristina Rivas (krivas@confire.org) IP: 47.153.121.232
SIGNED	**10 / 15 / 2025** 14:58:12 UTC	Signed by Kristina Rivas (krivas@confire.org) IP: 47.153.121.232
VIEWED	**10 / 15 / 2025** 15:31:23 UTC	Viewed by Rich Sessler (rsessler@confire.org) IP: 47.153.121.232
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COMPLETED	**10 / 15 / 2025** 15:31:53 UTC	The document has been completed.

City Council Meeting **I. 5.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8730 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed Wastewater Treatment Plant (WWTP) Recycled Water Reservoir Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve Resolution No. 8730.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8730 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program for the proposed Wastewater Treatment Plant (WWTP) Recycled Water Reservoir Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines.

DISCUSSION:

Project Location:

The proposed Wastewater Treatment Plant (WWTP) Recycled Water Reservoir Project (Project) site is located in the City of Redlands (City) in San Bernardino County, California, at the WWTP's parcel along Nevada Street at Assessor's Parcel Number (APN): 029204136, and address at 1950 Nevada St, Redlands, CA 92373. The reservoir will be constructed on the empty lot west of the existing sludge beds on the facility site. The Project is located on the U.S. Geological Survey (USGS) Redlands, California 7.5-minute topographic quadrangle,

Township 1 South, Range 3 West.

Project Description:

In 2024, the Municipal Utilities and Engineering Department (MUED) managed the engineering of a 2.75 MG recycled water reservoir to be constructed at the WWTP in the future. In November 2024, California voters adopted Proposition 4 (The Act), the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act, which will provide funding to address California's current and future climate impacts. The Act designates approximately $3,800,000,000 for safe drinking water, drought, flood, and water resiliency projects and programs (Chapter 2, Section 91000). MUED staff believes that construction of the WWTP Recycled Water Reservoir is a good candidate for Proposition 4 funding, and that a funding request would be strengthened if the project is "shovel-ready".

Summary of Cultural Resources Investigations:

To identify cultural resources that could be affected by the Project, various environmental investigations were conducted by the City's environmental Consultant, the Chambers Group (Chambers). Chambers requested and reviewed records from the California Historical Resources Information System (CHRIS) South-Central Coastal Information Center (SCCIC) at California State University, Fullerton. The SCCIC provided the requested records on April 14, 2025, which included information about documented cultural resources and previous archaeological investigations within the study area. Resources consulted during the records search conducted by the SCCIC included the NRHP, California Historical Landmarks (CHL), California Points of Historical Interest (CPHI), California Department of Transportation (Caltrans) Historic Highway Bridge Inventory, the California State Historic Resources Inventory, local registries of historic properties, and a review of available Sanborn Fire Insurance maps as well as historical photographs, maps, and aerial imagery. The task also included a search for potential prehistoric and/or historic burials (human remains) as documented in previous site records and historical maps. Additionally, the Chambers Group submitted a request to the Native American Heritage Commission (NAHC) for a review of the Sacred Land Files (SLF) for the Project site and the surrounding vicinity.

Based on the results received from SCCIC, it indicated one potential archaeological resource within the site boundary. This resource has previously been moved from its original location and has been partially demolished. The resource has been heavily disturbed and is not unique for the time period. The resource has been determined that it will not be disturbed during construction and operation of the Project. No other historic or prehistoric resources were identified.

Environmental Review:

The Chambers Group prepared an Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA). The IS/MND was made available for public review and comment for thirty (30) days as required (State Clearinghouse No. 2025090058) between September 2, 2025, and October 2, 2025. The Notice of Intent was posted with the San Bernardino County Clerk of the Board at the beginning of the public review period. The environmental documents were also made available for public review on the City's website at 'https://www.cityofredlands.org/environmental-documents'.

Mitigation Measures: The Initial Study recommends a Mitigated Negative Declaration with fourteen (14) mitigation measures which pertain to Cultural Resources, Paleontological Resources, and Tribal Cultural Resources. Most mitigation measures pertain to the construction phase of the project (e.g., construction activities, site improvements, or construction materials), and there are no aspects of the Project after construction that will require ongoing future monitoring for CEQA purposes. The mitigation measures will ensure that the effects of the Project will remain less than significant and are summarized in the Mitigation Monitoring and Reporting Program within the IS/MND.

After mitigation, no significant effects are anticipated, and the recommended mitigation measures will be incorporated into the Project construction phase. There is no substantial evidence of any potentially significant environmental effects as a result of the Project, and a Mitigated Negative Declaration is the appropriate environmental determination.

Public Comments: In accordance with the California Environmental Quality Act (CEQA) Guidelines, the draft IS/MND was posted for public review and comment from September 2, 2025, to October 2, 2025. During the thirty (30) day comment period, the State Water Resources Control Boards responded to City's Project requesting clarification on the project. The City has provided the clarification to their satisfaction. No formal comments were received.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year: FY 25/26

Discussion:

There is no fiscal impact associated with this action.

Attachments

A. Resolution No. 8730
B. Initial Study/ Mitigated Negative Declaration
C. Mitigation Monitoring/Reporting Program

RESOLUTION NO. 8730

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING/REPORTING PROGRAM FOR THE WASTEWATER TREATMENT PLANT (WWTP) RECYCLED WATER RESERVOIR PROJECT LOCATED ON APN: 0292-041-36

WHEREAS, an Initial Study and Mitigated Negative Declaration ("MND") for the proposed WWTP Recycled Water Reservoir Project ("Project") was prepared for the City of Redlands which was circulated for public review for a period of thirty days beginning on September 2, 2025, and ending on October 2, 2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. CEQA Compliance. The City Council has reviewed and considered the information contained in the Initial Study and MND, related technical studies and analyses, acknowledgement that no public comments received, and determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project.

Section 2. Independent Judgment of Lead Agency. The City Council has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in that the City Council 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 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 hereby adopts the MND for the Project and the accompanying Mitigation Monitoring and Reporting Program and direct staff to file and post a Notice of Determination in accordance with the State CEQA Guidelines.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 18th day of November, 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 18th day of November, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
WWTP Recycled Water Reservoir CEQA Project
CITY OF REDLANDS, CALIFORNIA

Prepared for:

CITY OF REDLANDS
Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Prepared by:

CHAMBERS GROUP, INC.
3151 Airway Ave., Suite F208,
Costa Mesa, CA 92626
(949) 261-5414

October 2025

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SECTION 1.0 – INTRODUCTION

1.1 DRAFT INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

On September 2, 2025, the City of Redlands (City) distributed the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the WWTP Recycled Water Reservoir CEQA Project (Proposed Project) to public agencies and the general public. In accordance with the California Environmental Quality Act (CEQA) Section 21091 and State CEQA Guidelines Section 15073, a 30-day public review period for the Draft IS/MND was provided from September 2, 2025 to October 2, 2025. **The City Council will review the IS/MND for adoption on November 18, 2025, at its regularly scheduled meeting located at City's office located at 35 Cajon Street, Suite 15A, Redlands, California.**

1.2 AVAILABILITY OF THE NOI AND IS/MND

The NOI and the IS/MND were available for review at the following location:

- The City's website at https://www.cityofredlands.org/post/environmental-documents

SECTION 2.0 – PROJECT DESCRIPTION AND ENVIRONMENTAL SETTING

2.1 PROJECT PURPOSE AND BACKGROUND

The City of Redlands Municipal Utilities and Engineering Department (MUED) is proposing to construct a 2.75 million gallon (MG) recycled water reservoir and pump station (Project/Proposed Project) to be located at the existing City of Redlands Wastewater Treatment Plant (WWTP) in the City of Redlands (City). The proposed recycled water reservoir would be for City use and would not be publicly distributed, nor would it be used for direct potable use.

2.2 PROJECT LOCATION AND SITE CHARACTERISTICS

2.2.1 Project Site Location

The new recycled water reservoir and pump station would be located at the WWTP's parcel along Nevada Street at Assessor's Parcel Number (APN): 029204136, and address at 1950 Nevada St, Redlands, CA 92373. The reservoir and pump station will be on the empty lot west of the existing sludge beds on the facility site. The Project is located on the U.S. Geological Survey (USGS) Redlands, California 7.5-minute topographic quadrangle, Township 1 South, Range 3 West.

2.2.2 Project Site History

The WWTP was constructed in the 1960s, currently employs a staff of 28 people, and is located on approximately 50 acres of land. The treatment capacity is approximately 9.5 MG per day based on annual dry weather flow conditions. Six MG of the capacity is treated via a membrane bioreactor system, and 3.5 MG via a conventional activated sludge process.

2.2.3 Project Site Access and Circulation

Project site access would be via Nevada Street. Nevada Street is located approximately 1.5 miles north of Interstate 10 (I-10) and 1 mile east of Interstate 210 (I-210). Entrance to the Project Site is off Nevada Street, before Waste Water Road.

2.2.4 General Plan/Zoning

The Project site is zoned as Educational and Public Institutional (E,EV/PI) according to the City's General Plan Zoning Map (City 2022). Its land use designation according to the City's General Plan is Public/Institutional. EV/PI land use categories permit the operation of public services, buildings, and other related facilities, including schools, government facilities, public utilities, and other public or quasi-public nature. Residential and agricultural uses are also permitted (City 2017).

2.2.5 Surrounding Land Uses

The WWTP is bounded by the Santa Ana River/open space to the north, vacant parcel to the east, and undeveloped and commercial/industrial lands and businesses to the south and west. The Project site is located north of the northern boundary of the East Corridor Specific Plan.

2.3 PROJECT DESCRIPTION

The City of Redlands Municipal Utilities and Engineering Department proposes the construction of a 2.75 MG recycled water reservoir and pump station. The water reservoir and pump station will be constructed on the empty lot west of the existing sludge drying beds, at the southeast corner of Mills Street and Nevada Street within the City's Wastewater Treatment Facility.

2.3.1 Parking and Hardscape

One driveway will connect the reservoir to Waste Water Road. The driveway will be constructed utilizing asphalt/gravel. No additional parking spaces will be required. The site will remain under maintenance by existing staff. No additional staff will be required.

2.3.2 Operations and Ongoing Maintenance

Operations at the treatment plant will continue to function while the new water reservoir and pump station are being constructed. Maintenance will occur on a monthly and as-needed basis by City employees. The Project site will include the installation of ornamental landscaping. The type of landscaping will be selected as recommended by the City and will be maintained by City staff.

2.3.3 Construction

Construction of the Proposed Project will require multiple workers using equipment such as loaders, pick-up trucks, backhoes, a water truck for dust suppression, a crane, asphalt paver and excavators. Project materials will be staged within the existing property managed by the City. Construction of the Proposed Project includes, but is not limited to, excavation and grading to construct water reservoir tank pads, internal driveways, and ancillary facilities such as a pump station and valve vaults.

Construction Schedule

Construction activities will take place between 07:00 a.m. to 06:00 p.m. Monday through Friday. No construction work will occur on weekends or City observed holidays per Chapter 8.06, *Community Noise Control*, of the City's Municipal Code.

2.4 REQUIRED PERMITS AND APPROVALS

Reviewing Agencies include those agencies that do not have discretionary authority but may review the Initial Study, Environmental Impact Report (EIR), and/or Negative Declaration for adequacy and accuracy. Responsible Agencies have discretionary approval authority for a project. Potential Reviewing Agencies include the following:

Reviewing Agencies

- South Coast Air Quality Management District (SCAQMD)
- Native American Heritage Commission (NAHC), and tribes requesting consultation

2.4.1 Permits and Approvals

The following permits and approvals may be required prior to construction of the Project:

- Site Plan review
- Grading Permit
- Building Permit

Figure 1 - Project Location and Vicinity Map

Figure 2 – Site Plan

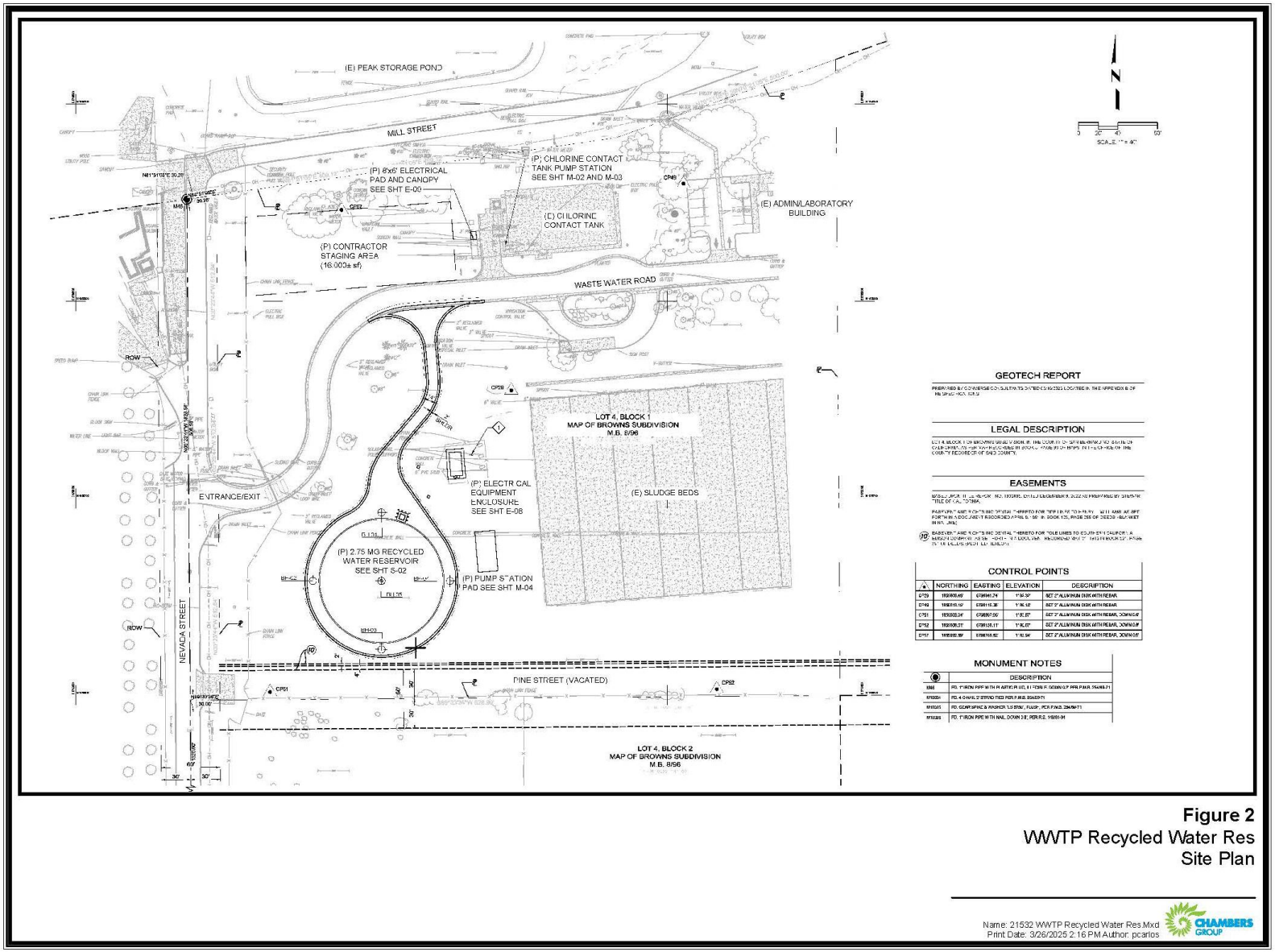
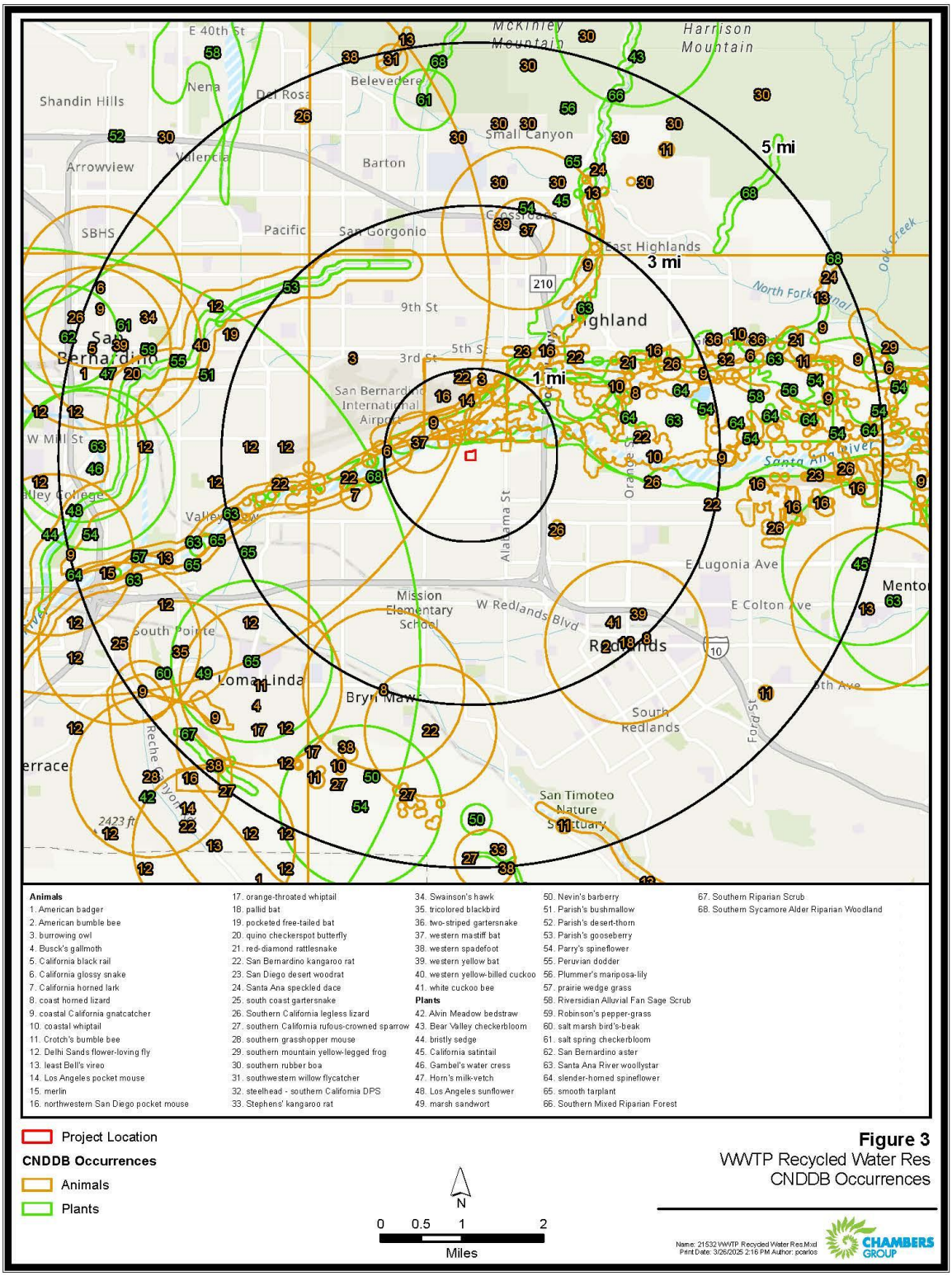


Figure 3 – CNDDB Occurrences



SECTION 3.0 – FINDINGS

An Initial Study has been prepared to assess the Proposed Project's potential impacts on the environment and the significance of those impacts and was incorporated in the Draft MND. Based on this Initial Study, it has been determined that the Proposed Project would not have any significant impacts on the environment once all proposed mitigation measures have been implemented. This conclusion is supported by the following findings:

- No potential was found for adverse impacts on Land Use and Planning, Population and Housing, and Recreation, associated with the Proposed Project.
- Potential adverse impacts resulting from the Proposed Project were found to be less than significant in the following areas: Aesthetics, Agriculture and Forestry Resources, Air Quality, Energy, Geology and Soils (excluding paleontological resources), Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Noise, Public Services, Transportation, Utilities and Service Systems and Wildfire.
- Full implementation of the proposed mitigation measures included in this MND would reduce potential project-related adverse impact on Cultural Resources, Geology and Soils (paleontological resources), and Tribal Cultural Resources to a less than significant level.

SECTION 4.0 – MITIGATION MEASURES

The following mitigation measures have been incorporated into the scope of work for the Proposed Project and will be fully implemented by the City to avoid or minimize adverse environmental impacts identified in this MND. These mitigation measures will be included in the Mitigation Monitoring and Reporting Program (MMRP) prepared for this Project.

MM CUL-1 The City shall retain the services of a Qualified Archaeologist, meeting the Secretary of the Interior Standards, or County requirements, whichever is the greater. The Qualified Archaeologist shall remain on-call throughout the Project. Upon approval or request by the City, a cultural resources mitigation plan (CRMP) outlining procedures for cultural resources monitoring, mitigation, treatment, and data recovery of any unanticipated discovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the CRMP shall include consultations with the City, as well as a requirement that the curation of any significant cultural resources recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised.

If significant pre-contact cultural resources, as defined by CEQA, are discovered and avoidance cannot be ensured, the drafts of the CRMP shall be provided to YSMN for review and comment. The archaeologist shall monitor the remainder of the Project and implement the CRMP accordingly.

MM CUL-2 In the event of the discovery of previously unidentified and/or potential cultural Resources during Project activities, the City, and/or its Contractor, shall immediately cease all work activities within an area of not less than 60 feet of the discovery. The City or its Contractor shall immediately contact the City and the City-retained on-call Qualified Archaeologist, who must meet the Secretary of the Interior Standards. Except in the case of cultural items that fall within the scope of the California Health and Safety Code 7050.5, CEQA Section 15064.5, or California PRC Section 5097.98, the discovery of any cultural resource within the Project site shall not be grounds for a project-wide “stop work” notice or otherwise interfere with the Project’s continuation except as outlined in this mitigation measure.

In the event of an unanticipated discovery of cultural resources during construction, the City-retained Qualified Archaeologist, who must meet the Secretary of the Interior standards, shall be contacted to evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If a CRMP is prepared for the Project, the protocols for the mitigation or treatment of cultural resources will be implemented. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program.

Additionally, any consulting Native American Tribal groups that requested notification of any unanticipated discovery of cultural resources on the Project shall be notified and included in subsequent consultation appropriately. Specifically, the YSMN shall be contacted regarding any pre-contact finds and provided information after the archaeologist makes his/her initial assessment of the nature of the find, to provide Tribal input with regards to significance and treatment.

MM-CUL-3 If cultural resources are encountered during the Project, the Qualified Archaeologist shall prepare a report summarizing any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the SCCIC, as required.

MM-CUL-4 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

MM PAL-1: Prior to issuance of a grading permit, the City shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground disturbing construction activity. The paleontologist selected must be approved by the City. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the District's Engineering Geologist, as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the District accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.

MM PAL-2: At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.

MM TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of 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. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

MM TCR-2 Any and all archaeological/cultural 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.

MM TCR-3 **Native American Treatment Agreement.** Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Agreement with the Morongo Band of Mission Indians for the Project. The Tribal Monitor(s) shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources and/or tribal cultural resources.

MM TCR-4 **Cultural Resource Management Plan.** Prior to any ground-disturbing activities the project archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the Consulting Tribe[s] and at minimum, shall include the following: (1) the approved Mitigation Measures (MM)/Conditions of Approval (COA), (2) procedures for each MM/COA, (3) the contact information for all pertinent parties, (4) parties' responsibilities, and (5) an overview of the project schedule.

MM TCR-5 **Pre-Grade Meeting.** The retained qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

MM TCR-6 **Inadvertent Discovery of Cultural Resources.** In the event that previously unidentified cultural resources are discovered /unearthed during construction, the qualified archaeologist and the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance activities in the

area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored ground-disturbing activity can proceed.

If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find(s), so that it/they can be evaluated by the qualified archaeologist and Tribal Monitor[s]. The archaeologist shall notify the Lead Agency and Consulting Tribe[s] of said discovery. The qualified archaeologist, in consultation with the Lead Agency, the Consulting Tribe[s], and the Tribal monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the qualified archaeologist in consultation with the Tribe[s] and the Tribal monitor[s] and be submitted to the Lead Agency for review and approval.

Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference:

A. Full avoidance.

B. If avoidance is not feasible, Preservation in place.

If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.

C. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (36 CFR 79).

Unless otherwise agreed upon by all parties, all removed items from the Project shall be temporarily curated on-site in a secure and locked location (i.e., Conex box, a lockable office or drawer with restricted access to it, etc.). A periodic inventory must be maintained and provided to Consulting Tribe[s].

MM TCR-7 **Inadvertent Discovery of Human Remains.** The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the Consulting Tribe[s].

A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal,

construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected by the establishment of an ESA with a marked boundary. Project personnel/observers will be restricted from entry into the ESA. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and Public Resources Code (PRC) § 5097.98.

B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.

C. The NAHC shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98

D. If the Morongo Band of Mission Indians has been named the MLD or Co-MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department.

MM TCR-8 **FINAL REPORT**: The final report[s] created as a part of the project (CRMP/AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the appropriate Information Center (IC), and the Consulting Tribe[s]

SECTION 5.0 – CIRCULATION

On September 2, 2025, the City of Redlands circulated a Notice of Intent to Adopt a Mitigated Negative Declaration and Initial Study to responsible agencies, trustee agencies, interest groups, and the general public. In accordance with the California Environmental Quality Act (CEQA) Section 21091 and State CEQA Guidelines Section 15073, a 30-day public review period for the IS/MND was provided from September 2, 2025 to October 2nd, 2025. At the start of the public review period, the NOI was posted on the City's website (https://www.cityofredlands.org/post/environmental-documents) and filed with the San Bernardino County Clerk at 385 North Arrowhead Avenue, San Bernardino, CA 92415.

SECTION 6.0 – RESPONSE TO COMMENTS

CEQA Guidelines Section 15204 (b) outlines parameters for submitting comments and reminds persons and public agencies that the focus of review and comment of negative declarations should be, "on the proposed finding that the project will not have a significant effect on the environment. If persons and public agencies believe that the project may have a significant effect, they should: (1) Identify the specific effect; (2) Explain why they believe the effect would occur, and; (3) Explain why they believe the effect would be significant."

CEQA Guidelines Section 15204 (c) further advises, "Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence." Section 15204 (d) also states, "Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility." Section 15204 (e) states, "This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section."

In accordance with Public Resources Code 21092.5 (b) of the CEQA Guidelines, the lead agency shall notify any public agency which comments on a negative declaration of the public hearing or hearings, if any, on the project for which the negative declaration was prepared. If notice to the commenting public agency is provided pursuant to Section 21092, the notice shall satisfy the requirement of this subdivision.

All Responses to Comments are incorporated in the Mitigated Negative Declaration.

6.1 RESPONSE TO COMMENT #1: CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

A comment was sent via email from the California State Water Resources Control Board on September 10th, 2025.

The commenter requested clarification on whether the Proposed Project would be a recycled water tank or public drinking water tank.

To clarify, the Proposed Project involves the construction of a recycled water reservoir that would operate independently of the public drinking water system and would not serve as a source of potable water supply or direct potable reuse. Revisions have been made to portions of the ISMND to clarify the Proposed Project. See Section 7 for details on these revisions.

SECTION 7.0 – REVISIONS TO THE DRAFT MITIGATED NEGATIVE DECLARATION

Per CEQA Statute and Guidelines Section 15073.5 *Recirculation of a Negative Declaration Prior to Adoption*:

(a) A lead agency is required to recirculate a negative declaration when the document must be substantially revised after public notice of its availability has previously been given pursuant to Section 15072, but prior to its adoption. Notice of recirculation shall comply with Sections 15072 and 15073.

(b) A "substantial revision" of the negative declaration shall mean:

> (1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or
>
> (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.

(c) Recirculation is not required under the following circumstances:

> (1) Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.
>
> (2) New project revisions are added in response to written or verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.
>
> (3) Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.
>
> (4) New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

(d) If during the negative declaration process there is substantial evidence in light of the whole record, before the lead agency that the project, as revised, may have a significant effect on the environment which cannot be mitigated or avoided, the lead agency shall prepare a draft EIR and certify a final EIR prior to approving the project. It shall circulate the draft EIR for consultation and review pursuant to Sections 15086 and 15087, and advise reviewers in writing that a proposed negative declaration had previously been circulated for the project.

The following clarifications and revisions are intended to update the Draft MND in response to the comments received during the public review period. These modifications clarify, amplify, or make insignificant changes to the MND. Revisions to the MND have not resulted in new significant impacts or mitigation measures or increased the severity of an impact. Therefore, in accordance with CEQA Statute and Guidelines Section 15073.5, recirculation of the MND is not required.

7.1 GLOBAL REVISIONS

Minor text edits were made throughout the IS/MND to clarify that the Proposed Project is a recycled water reservoir for City use and would not be connected to the public distribution system or used for direct potable purposes. These revisions are limited to clarifying language and terminology (e.g., replacing references to a "water tank" with "recycled water reservoir tank") and do not alter the Project's design, scope, or potential environmental effects. As such, the revisions do not constitute significant new information under CEQA and do not require recirculation of the Draft IS/MND. See Appendix D for the revised IS/MND.

7.2 SPECIFIC REVISIONS

The changes to the Draft MND are listed by section and page number. Text which has been removed is shown in this section with a strikethrough line, while text that has been added is shown underlined. See Appendix D for the revised IS/MND.

Section 1.1, Project Purpose and Background, Page 1

> The City of Redlands Municipal Utilities and Engineering Department (MUED) is proposing to construct a 2.75 million gallon (MG) recycled water reservoir and pump station (Project/Proposed Project) to be located at the existing City of Redlands Wastewater Treatment Plant (WWTP) in the City of Redlands (City).
>
> The proposed recycled water reservoir would be for City use and would not be publicly distributed, nor would it be used for direct potable use.
>
> ~~In November 2024, California voters adopted Proposition 4 (The Act), the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act, which will provide funding to address California's current and future climate impacts. The Act designates approximately $3,800,000,000 for safe drinking water, drought, flood, and water resiliency projects and programs (Chapter 2, Section 91000). The Proposed Project will be submitted as a candidate for Proposition 4 funding. Submittal for project funding requires compliance with the California Environmental Quality Act (CEQA).~~
>
> ~~The Proposed Project will safeguard public health by expanding the capacities of the reservoirs to meet water demands, which is critical as the City continues to be impacted by a multi-decade drought. The Proposed Project will allow the City to treat and store more water during wet periods for distribution during dry periods.~~

Section 1.4, Required Permits and Approvals, Page 3

> Reviewing Agencies include those agencies that do not have discretionary powers but may review the Initial Study (IS), Environmental Impact Report (EIR), and/or Negative Declaration (ND) for adequacy and accuracy. Responsible Agencies have discretionary approval authority for a project. Potential Reviewing Agencies ~~and Responsible Agencies~~ include the following:

~~Responsible Agencies~~

- ~~California State Water Resources Control Board Division of Drinking Water~~

Reviewing Agencies

- South Coast Air Quality Management District (SCAQMD)
- Native American Heritage Commission (NAHC) and tribes requesting consultation.

Section 4.3.1 b), Air Quality, Page 16

The data provided in Table 4-2 above shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during operation of the Proposed Project. In general, the operation of the new recycled water reservoir tank and pump station will be passive, as there will be no equipment installed on the reservoir tank that creates air emissions. ~~The existing water tank will continue to function while the new reservoir tank is constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees. No change would occur between the maintenance activities for the existing water tank and the proposed reservoir tanks.~~ As such, the operation of the Proposed Project would not create any additional air emissions beyond which is currently being created. Therefore, a less than significant regional or local air quality impact would occur from the operation of the Proposed Project.

Section 4.3.1 c), Air Quality, Page 18

The data provided in Table 4-2 above shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during operation of the Proposed Project. In general, the operation of the new recycled water reservoir tank and pump station will be passive, as there will be no equipment installed on the reservoirs ~~tanks~~ that create air emissions. ~~The existing water tank will continue to function while the new reservoir tank is constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees.~~ No change would occur between the maintenance activities for the existing water facility ~~tank~~ and proposed reservoir tanks. As such, the operation of the Proposed Project would not create any additional air emissions, beyond which is currently being created. Therefore, the operation of the Proposed Project would result in a less than significant exposure of sensitive receptors to substantial pollutant concentrations.

SECTION 8.0 – MITIGATED NEGATIVE DECLARATION

This document, along with the Draft Initial Study/Mitigated Negative Declaration; Mitigation Monitoring and Reporting Program; and the Notice of Determination, constitute the Final Mitigated Negative Declaration for the WWTP Recycled Water Reservoir Project in the City of Redlands.

Pursuant to Section 21082.1 of the California Environmental Quality Act, the City of Redlands has independently reviewed and analyzed the Initial Study and Mitigated Negative Declaration for the Proposed Project and finds that these documents reflect the independent judgment of the City of Redlands. The City, as lead agency, also confirms that the project mitigation measures detailed in these documents are feasible and will be implemented as stated in the MND and MMRP.

_____ _____

Signature Date

APPENDIX A – AIR QUALITY, GREENHOUSE GAS EMISSIONS, AND ENERGY TECHNICAL MEMORANDUM

March 19, 2025

Eunice Bagwan
Chambers Group, Inc.
3151 Airway Avenue, Suite F208
Costa Mesa, CA 92626

Subject: City of Redlands – Recycled Water Reservoir and Pump Station Project Air Quality, Greenhouse Gas Emissions and Energy Technical Memorandum.

Dear Ms. Bagwan:

Vista Environmental has conducted an analysis to evaluate whether the proposed recycled water reservoir and pump station (proposed project) would cause significant air quality, greenhouse gas (GHG) emissions and energy consumption impacts. This assessment was conducted within the context of the California Environmental Quality Act (CEQA, California Public Resources Code Sections 21000, et seq.). The methodology follows the South Coast Air Quality Management District (SCAQMD) recommendations for quantification of emissions and evaluation of potential air quality and GHG emissions impacts.

Project Location

The project site is located at the existing Redlands Wastewater Treatment Plant at 1950 Nevada Street in the City of Redlands (City). Specifically, the proposed reservoir and pump station would be located on the empty lot west of the existing sludge drying beds and would be bounded by Waste Water Road to the north, sludge drying beds to the east, a vacated road easement and vacant land to the south, and Nevada Street and vacant land to the west.

Project Description

The City of Redlands Municipal Utilites and Engineering Department proposes the construction of a 2.75 Million Gallon (MG) recycled water reservoir and pump station on an approximately 2 acre area. The reservoir would be constructed as an above ground, 126 foot diameter steel tank and the pump station would be located in an approximately 800 square foot structure located on the east side of the reservoir. There would also be an approximately 290 square foot structure for electrical equipment that would include solar PV panels and a chain link fence around the perimeter of the electrical equipment area.

In addition, an approximately 16,000 square foot contractor stging area located on the north side of Waste Water Road. A new 14 foot wide paved access road will be constructed to the proposed reservoir and would encircle the reservoir, that would total approximately 8,700 square feet of new paved area.

The project is expected to break ground in 2026 and be completed by 2027. Construction activities will take place between 06:00 a.m. to 04:00 p.m. Monday through Friday. No construction work will occur on weekends or City observed holidays per the City's Community Noise Control section, Chapter 8.06 of the Municipal Code (City 2023).

Operations at the treatment plant will continue to function while the new reservoir and pump station will be constructed. Maintenance will occur on a monthly and as-needed basis by City employees. The Project

site will include installation of ornamental landscaping. Type of landscaping will be selected as recommended by the City and will be maintained by City staff.

Thresholds of Significance

Regional Air Quality

To estimate if the proposed parking lot may adversely affect the air quality in the region, the SCAQMD has prepared the CEQA Air Quality Handbook (SCAQMD 1993) to provide guidance to those who analyze the air quality impacts of proposed projects. The SCAQMD CEQA Air Quality Handbook states that any project in the Air Basin with daily emissions that exceed any of the identified significance thresholds should be considered as having an individually and cumulatively significant air quality impact. For the purposes of this air quality impact analysis, a regional air quality impact would be considered significant if emissions exceed the SCAQMD significance thresholds identified in Table A.

Table A – SCAQMD Regional Criteria Pollutant Emission Thresholds of Significance

	Pollutant Emissions (pounds/day)					
	VOC	NOx	CO	SOx	PM10	PM2.5
Construction	75	100	550	150	150	55
Operation	55	55	550	150	150	55

Source: http://www.aqmd.gov/ceqa/handbook/signthres.pdf

Local Air Quality

Project-related construction and operational air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the Air Basin. In order to assess local air quality impacts the SCAQMD has developed Localized Significant Thresholds (LSTs) to assess the project-related air emissions in the project vicinity. SCAQMD has also provided Final Localized Significance Threshold Methodology (LST Methodology), July 2008, which details the methodology to analyze local air emission impacts. The LST Methodology found that the primary emissions of concern are NO_2, CO, PM10, and PM2.5.

The LST Methodology provides Look-Up Tables with different thresholds based on the location and size of the project site and distance to the nearest sensitive receptors. As detailed above in Section 6.3, the project site is located in Air Monitoring Area 34, Central San Bernardino Valley. The Look-Up Tables provided in the LST Methodology include project site acreage sizes of 1-acre, 2-acres and 5-acres. Since the proposed project would disturb up to 2.4 acres, the 2-acre thresholds were utilized, since the 2-acre thresholds provide more conservative thresholds than the 5-acre thresholds.

The nearest sensitive receptor to the project site is Packinghouse Christian Academy that is located as near as 4,100 feet (1,250 meters) south of the project site. As such, the 500 meter (1,640 foot) threshold was utilized, since that is the largest distance threshold available in the Look-up Tables. Table B below shows the LSTs for NO_2, PM10 and PM2.5 for both construction and operational activities.

Table B – SCAQMD Local Air Quality Thresholds of Significance

Activity	Allowable Emissions (pounds/day)[1]			
	NOx	CO	PM10	PM2.5
Construction	684	23,304	205	104
Operation	684	23,304	50	25

Notes:
[1] The nearest offsite sensitive receptor is the Packinghouse Christian Academy, located as near as 4,100 feet (1,250 meters) south of the project site. As such, the 500 meter threshold (largest threshold available) was utilized.
Source: Calculated from SCAQMD's Mass Rate Look-up Tables for two acres in Air Monitoring Area 34, San Bernardino Valley.

Greenhouse Gas Emissions

The *City of Redlands Climate Action Plan* (Redlands CAP), was adopted on December 5, 2017. The Redlands CAP was prepared pursuant to Section 15183.5(b) of the CEQA Guidelines to be utilized as a tiering document for the General Plan as well as future projects within the City that are consistent with the General Plan. The Redlands CAP incorporates the guidelines established in CARB's 2017 Scoping Plan. The 2017 Scoping Plan was prepared to meet the GHG emissions reduction targets set in Executive Order S-3-15 and SB 32 that recommends local governments to develop plans to reduce GHG emissions to 6 $MTCO_2e$ per capita per year by the year 2030 and 2 $MTCO_2e$ per capita per year by the year 2050. Since the Redlands CAP was prepared in coordination with the General Plan that has a horizon year of 2035, the Redlands CAP provides a year 2035 target of 5 $MTCO_2e$ per capita per year, which was determined through interpolation of the 2030 and 2035 GHG emissions targets, which also aligns with the reduction targets provided in the 2022 Scoping Plan. Since a per capita threshold does not apply to the proposed project, the SCAQMD thresholds has been utilized, instead.

In order to identify significance criteria under CEQA for development projects, SCAQMD initiated a Working Group, which provided detailed methodology for evaluating significance under CEQA. At the September 28, 2010 Working Group meeting, the SCAQMD released its most current version of the draft GHG emissions thresholds, which recommends a tiered approach that provides a quantitative annual threshold of 3,000 $MTCO_2e$ for all land use projects.

CalEEMod Model Input Parameters

The criteria pollutants and GHG emissions impacts created by the proposed project have been analyzed through use of the California Emissions Estimator Model (CalEEMod) Version 2022.1.1.29 CalEEMod is a computer model published by the California Air Pollution Control Officers Association (CAPCOA) for estimating air pollutant and GHG emissions. The CalEEMod program uses the EMFAC2021 computer program to calculate the emission rates specific for the South Coast Air Basin portion of San Bernardino County for employee, vendor and haul truck vehicle trips and the OFFROAD2011 computer program to calculate emission rates for heavy equipment operations. EMFAC2021 and OFFROAD2011 are computer programs generated by CARB that calculates composite emission rates for vehicles. Emission rates are reported by the program in grams per trip and grams per mile or grams per running hour.

The project characteristics in the CalEEMod model were set to a project location of the South Coast Air Basin portion of San Bernardino County, utility companies of Southern California Edison and Southern California Gas and a project opening year of 2025.

Land Use Parameters

The proposed project's land use parameters that were entered into the CalEEMod model are shown in Table C.

Table C – CalEEMod Land Use Parameters

Proposed Land Use	Land Use Subtype in CalEEMod	Land Use Size[1]	Lot Acreage[2]	Building[3] (sq ft)	Landscaped Area[4] (sq ft)
Reservoir & Pump Station	User Defined Industrial	13.6 TSF	2.20	13,559	9,587
Paved Area	Other Asphalt Surfaces	8.68 TSF	0.20	--	868

Notes:
[1] TSF = Thousand square feet.
[2] Lot acreage calculated based on the total disturbed area of 2.4 acres.
[3] Building square feet represent area where architectural coatings will be applied
[4] Landscaped area based on 10 percent of disturbed area landscaped.

Construction Parameters

Construction of the proposed project is anticipated to start in Fall 2025 and the CalEEMod default construction phasing and timing was utilized, which found that construction would be completed in approximately 13 months. The construction-related GHG emissions were based on a 30-year amortization rate as recommended in the SCAQMD GHG Working Group meeting on November 19, 2009.

The worker trips and truck trips utilized for each phase of construction was based on the CalEEMod default values. For the construction equipment, the only change to the default values were the Tractors/Loaders/Backhoes equipment in the Site Preparation and Grading Phases were changed to Crawler Tractors, which has higher horsepower and load factor, in order to provide for a worst-case analysis. The demolition quantity of 8,385 tons of debris that was modeled in CalEEMod was based on demolition of the 118,192 square foot office building and 2.72 acres of paved area.

CalEEMod provides the selection of reduction measures to account for project conditions that would result in less emissions than a project without these conditions. This includes the required to adherence to SCAQMD Rule 403, which requires that the Best Available Control Measures be utilized to reduce fugitive dust emissions and was modeled in CalEEMod by selection of water all exposed areas three times per day, water unpaved roads twice daily, reduce vehicle speeds on dirt roads and sweep paved roads once per month.

Operational Parameters

In general, operation of the new reservoir tank will be passive as there will be no equipment installed on the reservoir tank that creates air emissions. However, the proposed pump station will use electricity to convey the stored water. The electricity utilized by the electric water pumps was based on the reservoir being drawn to empty two times per year, which would require the pumping of 5.5 MG. *A Survey of Energy Use in Water Companies*, prepared by Rachel Young, June 2015 found that, the average energy usage for water pumps to convey water require 1,100 kilowatt-hours (kWh) per million gallons.[1] As such, 6,050 kWh per year was entered into the CalEEMod model.

Since regular maintenance will be completed by existing City employees that currently work at the Wastewater Treatment Plant, the project vehicle trip rate was set to zero in CalEEMod, since no new trips

1 Obtained from: https://www.aceee.org/sites/default/files/water-company-energy-use.pdf

would be generated for maintenance of the project. No other changes were made to the default operational parameters in CalEEMod.

Project Impacts

Construction-Related Air Quality Impacts

The construction activities for the proposed project are anticipated to include site preparation and grading of up to 2.4 acres, building construction of the proposed reservoir and pump station, paving of the access road, and application of architectural coatings. The CalEEMod model has been utilized to calculate the construction-related emissions from the proposed project and the input parameters utilized in this analysis have been detailed in Section 7.1. The maximum daily construction-related criteria pollutant emissions from the proposed project are shown below in Table D.

Table D – Construction-Related Criteria Pollutant Emissions

Season and Year of Construction	Maximum Daily Pollutant Emissions (pounds/day)					
	VOC	NOx	CO	SO_2	PM10	PM2.5
Winter 2026	1.47	12.9	14.6	0.03	2.55	1.45
Summer 2026	1.20	10.2	12.2	0.02	0.45	0.36
Winter 2027	12.9	5.80	8.96	0.01	0.43	0.26
Maximum Daily Construction Emissions	**12.9**	**12.9**	**14.6**	**0.03**	**2.55**	**1.45**
SCQAMD Regional Thresholds	**75**	**100**	**550**	**150**	**150**	**55**
SCAQMD Local Thresholds[1]	--	**684**	**23,304**	--	**205**	**104**
Exceeds Thresholds?	No	No	No	No	No	No

Notes:
[1] The nearest sensitive receptor is Packinghouse Christian Academy, located as near as 4,100 feet (1,250 meters) south of the project site. As such, the 500-meter threshold (largest threshold available) was utilized. Calculated from SCAQMD's Mass Rate Look-up Tables for two acres in Air Monitoring Area 34, San Bernardino Valley.
Source: CalEEMod Version 2022.1.

Table D shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during construction of the proposed project. Therefore, a less than significant regional or local air quality impact would occur from construction of the proposed project.

Toxic Air Contaminant Impacts

The greatest potential for toxic air contaminant emissions would be related to diesel particulate matter (DPM) emissions associated with heavy equipment operations during construction of the proposed project. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk". "Individual Cancer Risk" is the likelihood that a person exposed to concentrations of toxic air contaminants over a 70-year lifetime will contract cancer, based on the use of standard risk-assessment methodology. It should be noted that the most current cancer risk assessment methodology recommends analyzing a 30 year exposure period for the nearby sensitive receptors (OEHHA, 2015).

Given the relatively limited number of heavy-duty construction equipment, the varying distances that construction equipment would operate to the nearby sensitive receptors, and the short-term construction schedule, the proposed project would not result in a long-term (i.e., 30 or 70 years) substantial source of toxic air contaminant emissions and corresponding individual cancer risk. In addition, California Code of

Regulations Title 13, Article 4.8, Chapter 9, Section 2449 regulates emissions from off-road diesel equipment in California. This regulation limits idling of equipment to no more than five minutes, requires equipment operators to label each piece of equipment and provide annual reports to CARB of their fleet's usage and emissions. This regulation also requires systematic upgrading of the emission Tier level of each fleet, and currently no commercial operator is allowed to purchase Tier 0, Tier 1 or Tier 2 equipment. In addition to the purchase restrictions, equipment operators need to meet fleet average emissions targets that become more stringent each year between years 2014 and 2023. By January, 2026, 75 percent or more of all contractors' equipment fleets must be Tier 2 or higher and by January, 2029 100 percent of all equipment fleets must be Tier 2 or higher. Therefore, no significant short-term DPM impacts would occur during construction of the proposed project.

Long-Term Operational Air Quality Impacts

The proposed project would consist of operation of the proposed recycled water reservoir and pump station. The proposed project would generate air emissions from area sources, and energy usage. The operations-related criteria air quality impacts created by the proposed project have been analyzed through use of the CalEEMod model. The worst-case summer or winter VOC, NOx, CO, SO_2, PM10, and PM2.5 daily emissions created from the proposed project's long-term operations are summarized below in Table E and the CalEEMod emissions printouts are attached to this Memo.

Table E – Operations-Related Criteria Pollutant Emissions

Emissions Source	Pollutant Emissions (pounds/day)					
	ROG	NOx	CO	SO_2	PM10	PM2.5
Mobile Sources[1]	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
Area Sources[2]	0.42	<0.01	<0.01	<0.01	<0.01	<0.01
Energy Usage[3]	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
Total Operational Emissions	**0.42**	**<0.01**	**<0.01**	**<0.01**	**<0.01**	**<0.01**
SCAQMD Regional Thresholds	**55**	**55**	**550**	**150**	**150**	**55**
SCAQMD Local Thresholds[4]	**--**	**684**	**23,304**	**--**	**205**	**104**
Exceeds Thresholds?	No	No	No	No	No	No

Notes:
[1] Mobile sources consist of emissions from vehicles and road dust. As detailed above, operation of the project would not generate any new trips.
[2] Area sources consist of emissions from consumer products, architectural coatings, and landscaping equipment.
[3] Energy usage consists of emissions from natural gas usage. The project would not include any appliances that use natural gas.
[4] The nearest sensitive receptor is Packinghouse Christian Academy, located as near as 4,100 feet (1,250 meters) south of the project site. As such, the 500-meter threshold (largest threshold available) was utilized. Calculated from SCAQMD's Mass Rate Look-up Tables for two acres in Air Monitoring Area 34, San Bernardino Valley.
Source: CalEEMod Version 2022.1

The data provided in Table E above shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during operation of the proposed project. Therefore, a less than significant regional or local air quality impacts would occur from operation of the proposed project.

Generation of Greenhouse Gas Emissions

The proposed project would result in the construction and operation of a recycled water reservoir and pump station. The proposed project is anticipated to generate GHG emissions from area sources, energy

usage, waste disposal, water usage, refrigeration, and construction equipment. The project's GHG emissions have been calculated with the CalEEMod model and the results is shown below in Table F.

Table F – Project Related Greenhouse Gas Annual Emissions

	Greenhouse Gas Emissions (Metric Tons per Year)			
Category	**CO_2**	**CH_4**	**N_2O**	**CO_2e**
Mobile Sources[1]	<0.01	<0.01	<0.01	<0.01
Area Sources[2]	0.27	<0.01	<0.01	0.28
Energy Usage[3]	1.57	<0.01	<0.01	1.57
Water and Wastewater[4]	0.22	<0.01	<0.01	0.22
Solid Waste[5]	<0.01	<0.01	<0.01	<0.01
Construction[6]	8.42	<0.01	<0.01	8.45
Proposed Project Total GHG Emissions	**10.48**	**<0.01**	**<0.01**	**10.52**
SCAQMD Draft Threshold				**3,000**
Exceed Threshold?				No

Notes:
[1] Mobile sources consist of GHG emissions from vehicles. As detailed above, operation of the project would not generate any new trips.
[2] Area sources consist of GHG emissions from consumer products, architectural coatings, and landscaping equipment.
[3] Energy usage consists of GHG emissions from electricity and natural gas usage.
[4] Water includes GHG emissions from electricity used for transport of water and processing of wastewater for landscaping.
[5] Solid Waste includes the CO_2 and CH_4 emissions created from the solid waste placed in landfills.
[7] Construction emissions amortized over 30 years as recommended in the SCAQMD GHG Working Group on November 19, 2009.
Source: CalEEMod Version 2022.1.

The data provided in Table F above shows that the proposed project would create 10.52 $MTCO_2e$ per year. According to the SCAQMD's threshold of significance, a cumulative global climate change impact would occur if the GHG emissions created from the on-going operations would exceed 3,000 $MTCO_2e$ per year. Therefore, a less than significant generation of greenhouse gas emissions would occur from development of the proposed project. Impacts would be less than significant.

Greenhouse Gas Plan Consistency

The proposed project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing GHG emissions. The applicable plan for the proposed project is the Redlands CAP that was prepared pursuant to Section 15183.5(b) of the CEQA Guidelines to be utilized as a tiering document for the General Plan as well as future projects within the City that are consistent with the General Plan. Since the proposed project is consistent with the General Plan, the proposed project meets the criteria allowed for use of the Redlands CAP for analysis of the proposed project.

In addition, as detailed above, the proposed project is anticipated to create 10.52 $MTCO_2e$ per year, which is well below the SCAQMD threshold of significance of 3,000 $MTCO_2e$ per year. The SCAQMD developed this threshold in order to meet the State GHG emissions reduction regulations that was based on substantial evidence supporting the use of the recommended thresholds. Therefore, the proposed project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Energy Consumption

Setting

Energy use, especially through fossil fuel consumption and combustion, relates directly to environmental quality since it can adversely affect air quality and generate GHG emissions that contribute to climate change. Electrical power is generated through a variety of sources, including fossil fuel combustion, hydropower, wind, solar, biofuels, and others. Natural gas is widely used to heat buildings, prepare food in restaurants and residences, and fuel vehicles, among other uses. Fuel use for transportation is related to the fuel efficiency of cars, trucks, and public transportation; choice of different travel modes such as auto, carpool, and public transit; and miles traveled by these modes and is generally based on petroleum-based fuels such as diesel and gasoline. Electric vehicles (EVs) may not have any direct emissions but do have indirect emissions via the source of electricity generated to power the vehicle. Construction and routine operation and maintenance of transportation infrastructure also consume energy.

In 2022, San Bernardino County consumed 16,630 Gigawatt-hours per year of electricity[2]. The proposed project would not include any appliances that would use natural gas. Therefore, the proposed project would not consume any natural gas.

Petroleum-based fuels currently account for a majority of the California's transportation energy sources and primarily consist of diesel and gasoline types of fuels. However, the state has been working on developing strategies to reduce petroleum use. Over the last decade California has implemented several policies, rules, and regulations to improve vehicle efficiency, increase the development and use of alternative fuels, reduce air pollutants and GHG emissions from the transportation sector, and reduce vehicle miles traveled (VMT). Accordingly, petroleum-based fuel consumption in California has declined. In 2023 897 million gallons of gasoline and 267 million gallons of diesel was sold in San Bernardino County[3].

Construction Impacts

Construction activities would require energy for the manufacture and transportation of building materials, preparation of the site (e.g., site clearing, and grading), and the actual construction of the reservoir and pump station. Petroleum-based fuels such as diesel fuel and gasoline would be the primary sources of energy for these tasks.

The off-road construction equipment diesel fuel usage was calculated through use of the off-road equipment assumptions provided in the CalEEMod output files and CARB's off-road equipment fuel use assumptions. The off-road equipment diesel fuel calculations are attached to this Memo, which found that off-road equipment would consume 23,935 gallons of diesel fuel.

Fuel use associated with construction vehicle trips generated by the proposed project was also estimated; trips include construction worker trips, haul truck trips for material transport, and vendor trips for construction material deliveries. Fuel use from these vehicles traveling to the project site was based on (1) the projected number of trips the proposed project would generate during construction (obtained from the CalEEMod output file attached to this Memo, (2) average trip distances by trip type, and (3) average miles per gallon rates estimated in the ARB Emission Factors (EMFAC) mobile source emission

2 Obtained from: http://www.ecdms.energy.ca.gov/elecbycounty.aspx
[3] Obtained from: https://www.energy.ca.gov/media/3874

model attached to this Memo, which found on-road construction-related vehicle trips would consume 1,019 gallons of gasoline and 675 gallons of diesel fuel during construction of the proposed project.

Construction activities associated with the Project would be required to adhere to all State and SCAQMD regulations for off-road equipment and on-road trucks, which provide minimum fuel efficiency standards. As such, construction activities for the proposed project would not result in the wasteful, inefficient, and unnecessary consumption of energy resources. Impacts regarding transportation energy would be less than significant.

During construction the proposed project would consume electricity to construct the new reservoir and pump station. Electricity would be supplied to the project site by Southern California Edison and would be obtained from the existing electrical lines in the vicinity of the project site. The use of electricity from existing power lines rather than temporary diesel or gasoline powered generators would minimize impacts on energy use. Electricity consumed during project construction would vary throughout the construction period based on the construction activities being performed. Various construction activities include electricity associated with the conveyance of water that would be used during project construction for dust control (supply and conveyance) and electricity to power any necessary lighting during construction, electronic equipment, or other construction activities necessitating electrical power. Such electricity demand would be temporary, nominal, and would cease upon the completion of construction. Overall, construction activities associated with the proposed project would require limited electricity consumption that would not be expected to have an adverse impact on available electricity supplies and infrastructure. Therefore, the use of electricity during project construction would not be wasteful, inefficient, or unnecessary.

Operational Impacts

The on-going operation of the proposed project would require the use of electricity for running the pumps and control systems. Energy would also be consumed during operations related to water usage (for landscape irrigation), solid waste disposal, and landscape equipment. Since regular maintenance will be completed by existing City employees that currently work at the Wastewater Treatment Plant, no new trips would be generated for maintenance of the project. As such, no natural gas will be consumed and no increase in petroleum fuel will occur from operation of the proposed project and operational energy use will be limited to electricity consumption.

The CalEEMod model calculated that operation of the proposed project would consume 6,500 kilowatt-hours per year of electricity. This equates to 0.00004 percent of the electricity consumed annually in San Bernardino County. As such, the operations-related electricity use would be nominal, when compared to current electricity usage rates in the County.

It should be noted that, the proposed project would incorporate PV solar panels to reduce electricity usage. Therefore, it is anticipated the proposed project will be designed and built to minimize electricity use and that existing and planned electricity capacity and electricity supplies would be sufficient to support the proposed project's electricity demand. Thus, the project would not result in the wasteful or inefficient use of electricity and no mitigation measures would be required.

Energy Plan Consistency

The proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The applicable energy plan for the proposed project is the *City of Redlands General*

Plan 2035, adopted December 5, 2017, that includes Section 8.1 Energy Efficiency and Conservation. The proposed project consists of development of a reservoir for recycled water and associated pump station for conveyance of the recycled water, which will reduce the amount of water that will need to be imported to the City and promotes conservation of water, through re-using waste water. Therefore, the proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Impacts would be less than significant.

Please let me know if you have any questions or need additional information with regard to the above analysis. I can be reached at (949) 510-5355, or email me at greg@vistalb.com.

Sincerely,

Greg Tonkovich, AICP
Senior Analyst
Vista Environmental
949 510 5355

Encl.: CalEEMod Model Printouts
Petroleum Fuel Consumption Calculations

Recycled Water Reservoir & Pump Station Detailed Report

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1.1 Basic Project Information

Data Field	Value
Project Name	Recycled Water Reservoir & Pump Station
Construction Start Date	1/1/2026
Operational Year	2027
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.50
Precipitation (days)	11.2
Location	34.089315123985656, -117.21706682087867
County	San Bernardino-South Coast
City	Redlands
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5393
EDFZ	10
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.29

1.2 Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Industrial	13.6	User Defined Unit	2.20	13,559	9,587	—	—	—

Other Asphalt Surfaces	8.68	1000sqft	0.20	0.00	868	—	—	—

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1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.20	10.2	12.2	0.02	0.45	0.36	2,347	0.10	0.03	0.45	2,359
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	12.9	12.9	14.6	0.03	2.55	1.45	2,811	0.11	0.03	0.02	2,821
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.78	6.60	7.87	0.02	0.33	0.25	1,513	0.06	0.02	0.13	1,521
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.14	1.20	1.44	< 0.005	0.06	0.05	251	0.01	< 0.005	0.02	252
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—
Threshold	75.0	100	550	150	150	55.0	—	—	—	—	—
Unmit.	No	No	No	No	No	No	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—
Threshold	75.0	100	550	150	150	55.0	—	—	—	—	—
Unmit.	No	No	No	No	No	No	—	—	—	—	—

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2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
2026	1.20	10.2	12.2	0.02	0.45	0.36	2,347	0.10	0.03	0.45	2,359
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
2026	1.47	12.9	14.6	0.03	2.55	1.45	2,811	0.11	0.03	0.02	2,821
2027	12.9	5.80	8.96	0.01	0.43	0.26	1,430	0.05	0.02	0.02	1,436
Average Daily	—	—	—	—	—	—	—	—	—	—	—
2026	0.78	6.60	7.87	0.02	0.33	0.25	1,513	0.06	0.02	0.13	1,521
2027	0.36	0.05	0.07	< 0.005	< 0.005	< 0.005	9.66	< 0.005	< 0.005	< 0.005	9.70
Annual	—	—	—	—	—	—	—	—	—	—	—
2026	0.14	1.20	1.44	< 0.005	0.06	0.05	251	0.01	< 0.005	0.02	252
2027	0.07	0.01	0.01	< 0.005	< 0.005	< 0.005	1.60	< 0.005	< 0.005	< 0.005	1.61

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.42	< 0.005	0.59	< 0.005	< 0.005	< 0.005	13.2	< 0.005	< 0.005	0.00	13.2
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.33	0.00	0.00	0.00	0.00	0.00	10.8	< 0.005	< 0.005	0.00	10.8
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.39	< 0.005	0.40	< 0.005	< 0.005	< 0.005	12.4	< 0.005	< 0.005	0.00	12.5

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Annual (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.07	< 0.005	0.07	< 0.005	< 0.005	< 0.005	2.06	< 0.005	< 0.005	0.00	2.07
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	550	150	150	55.0	—	—	—	—	—
Unmit.	No	No	No	No	No	No	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	550	150	150	55.0	—	—	—	—	—
Unmit.	No	No	No	No	No	No	—	—	—	—	—
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	3,000
Unmit.	—	—	—	—	—	—	—	—	—	—	No

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.42	< 0.005	0.59	< 0.005	< 0.005	< 0.005	2.42	< 0.005	< 0.005	—	2.43
Energy	0.00	0.00	0.00	0.00	0.00	0.00	9.47	< 0.005	< 0.005	—	9.51
Water	—	—	—	—	—	—	1.30	< 0.005	< 0.005	—	1.30
Waste	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	0.42	< 0.005	0.59	< 0.005	< 0.005	< 0.005	13.2	< 0.005	< 0.005	0.00	13.2
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Area	0.33	—	—	—	—	—	—	—	—	—	—
Energy	0.00	0.00	0.00	0.00	0.00	0.00	9.47	< 0.005	< 0.005	—	9.51
Water	—	—	—	—	—	—	1.30	< 0.005	< 0.005	—	1.30
Waste	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	0.33	0.00	0.00	0.00	0.00	0.00	10.8	< 0.005	< 0.005	0.00	10.8
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.39	< 0.005	0.40	< 0.005	< 0.005	< 0.005	1.66	< 0.005	< 0.005	—	1.67
Energy	0.00	0.00	0.00	0.00	0.00	0.00	9.47	< 0.005	< 0.005	—	9.51
Water	—	—	—	—	—	—	1.30	< 0.005	< 0.005	—	1.30
Waste	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	0.39	< 0.005	0.40	< 0.005	< 0.005	< 0.005	12.4	< 0.005	< 0.005	0.00	12.5
Annual	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.07	< 0.005	0.07	< 0.005	< 0.005	< 0.005	0.27	< 0.005	< 0.005	—	0.28
Energy	0.00	0.00	0.00	0.00	0.00	0.00	1.57	< 0.005	< 0.005	—	1.57
Water	—	—	—	—	—	—	0.22	< 0.005	< 0.005	—	0.22
Waste	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	0.07	< 0.005	0.07	< 0.005	< 0.005	< 0.005	2.06	< 0.005	< 0.005	0.00	2.07

3. Construction Emissions Details

3.1. Site Preparation (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—

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Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	9.84	10.8	0.03	0.42	0.39	2,716	0.11	0.02	—	2,725
Dust From Material Movement	—	—	—	—	0.41	0.04	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.08	0.09	< 0.005	< 0.005	< 0.005	22.3	< 0.005	< 0.005	—	22.4
Dust From Material Movement	—	—	—	—	< 0.005	< 0.005	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.01	0.02	< 0.005	< 0.005	< 0.005	3.70	< 0.005	< 0.005	—	3.71
Dust From Material Movement	—	—	—	—	< 0.005	< 0.005	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.41	0.00	0.10	0.02	94.9	< 0.005	< 0.005	0.01	96.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.79	< 0.005	< 0.005	< 0.005	0.80
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.13	< 0.005	< 0.005	< 0.005	0.13
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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3.3. Grading (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.42	12.9	14.0	0.02	0.58	0.53	2,455	0.10	0.02	—	2,463
Dust From Material Movement	—	—	—	—	1.84	0.89	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.21	0.23	< 0.005	0.01	0.01	40.4	< 0.005	< 0.005	—	40.5
Dust From Material Movement	—	—	—	—	0.03	0.01	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.04	0.04	< 0.005	< 0.005	< 0.005	6.68	< 0.005	< 0.005	—	6.70

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Dust From Material Movement	—	—	—	—	0.01	< 0.005	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.04	0.54	0.00	0.13	0.03	127	< 0.005	< 0.005	0.01	128
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	< 0.005	< 0.005	2.11	< 0.005	< 0.005	< 0.005	2.14
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.35	< 0.005	< 0.005	< 0.005	0.35
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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3.5. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18	10.1	11.8	0.02	0.36	0.33	2,201	0.09	0.02	—	2,208
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18	10.1	11.8	0.02	0.36	0.33	2,201	0.09	0.02	—	2,208
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.71	6.09	7.09	0.01	0.22	0.20	1,327	0.05	0.01	—	1,331
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	1.11	1.29	< 0.005	0.04	0.04	220	0.01	< 0.005	—	220
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.41	0.00	0.07	0.02	78.6	< 0.005	< 0.005	0.27	79.8
Vendor	< 0.005	0.07	0.04	< 0.005	0.02	0.01	67.4	< 0.005	0.01	0.18	70.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.03	0.31	0.00	0.07	0.02	72.1	< 0.005	< 0.005	0.01	73.0
Vendor	< 0.005	0.08	0.04	< 0.005	0.02	0.01	67.4	< 0.005	0.01	< 0.005	70.7
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.02	0.20	0.00	0.04	0.01	44.1	< 0.005	< 0.005	0.07	44.7
Vendor	< 0.005	0.05	0.02	< 0.005	0.01	< 0.005	40.6	< 0.005	0.01	0.05	42.6
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.04	0.00	0.01	< 0.005	7.29	< 0.005	< 0.005	0.01	7.39
Vendor	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	6.73	< 0.005	< 0.005	0.01	7.06

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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3.7 Paving (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.67	5.88	8.19	0.01	0.25	0.23	1,244	0.05	0.01	—	1,248
Paving	0.05	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.15	0.21	< 0.005	0.01	0.01	31.6	< 0.005	< 0.005	—	31.7
Paving	< 0.005	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.03	0.04	< 0.005	< 0.005	< 0.005	5.24	< 0.005	< 0.005	—	5.26
Paving	< 0.005	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.07	0.82	0.00	0.20	0.05	190	< 0.005	0.01	0.02	192
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	< 0.005	< 0.005	4.90	< 0.005	< 0.005	0.01	4.96
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.81	< 0.005	< 0.005	< 0.005	0.82
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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3.9. Paving (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.65	5.74	8.20	0.01	0.23	0.21	1,244	0.05	0.01	—	1,248
Paving	0.05	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.02	0.03	< 0.005	< 0.005	< 0.005	4.87	< 0.005	< 0.005	—	4.89
Paving	< 0.005	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	0.81	< 0.005	< 0.005	—	0.81

Paving	< 0.005	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.76	0.00	0.20	0.05	186	< 0.005	0.01	0.02	188
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.74	< 0.005	< 0.005	< 0.005	0.75
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.12	< 0.005	< 0.005	< 0.005	0.12
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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3.11. Architectural Coating (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.83	1.13	< 0.005	0.02	0.02	134	0.01	< 0.005	—	134

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Architectural Coatings	12.8	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.02	0.03	< 0.005	< 0.005	< 0.005	3.66	< 0.005	< 0.005	—	3.67
Architectural Coatings	0.35	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	0.61	< 0.005	< 0.005	—	0.61
Architectural Coatings	0.06	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.06	0.00	0.01	< 0.005	14.1	< 0.005	< 0.005	< 0.005	14.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.39	< 0.005	< 0.005	< 0.005	0.40
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.06	< 0.005	< 0.005	< 0.005	0.07
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Mobile source emissions results are presented in Sections 2.6. No further detailed breakdown of emissions is available.

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	9.47	< 0.005	< 0.005	—	9.51
Other Asphalt Surfaces	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	9.47	< 0.005	< 0.005	—	9.51
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	9.47	< 0.005	< 0.005	—	9.51
Other Asphalt Surfaces	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	9.47	< 0.005	< 0.005	—	9.51
Annual	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	1.57	< 0.005	< 0.005	—	1.57
Other Asphalt Surfaces	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	1.57	< 0.005	< 0.005	—	1.57

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4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—

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Consumer Products	0.29	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.04	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.10	< 0.005	0.59	< 0.005	< 0.005	< 0.005	2.42	< 0.005	< 0.005	—	2.43
Total	0.42	< 0.005	0.59	< 0.005	< 0.005	< 0.005	2.42	< 0.005	< 0.005	—	2.43
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.29	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.04	—	—	—	—	—	—	—	—	—	—
Total	0.33	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.05	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.01	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.01	< 0.005	0.07	< 0.005	< 0.005	< 0.005	0.27	< 0.005	< 0.005	—	0.28
Total	0.07	< 0.005	0.07	< 0.005	< 0.005	< 0.005	0.27	< 0.005	< 0.005	—	0.28

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	1.19	< 0.005	< 0.005	—	1.20

Other Asphalt Surfaces	—	—	—	—	—	—	0.11	< 0.005	< 0.005	—	0.11
Total	—	—	—	—	—	—	1.30	< 0.005	< 0.005	—	1.30
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	1.19	< 0.005	< 0.005	—	1.20
Other Asphalt Surfaces	—	—	—	—	—	—	0.11	< 0.005	< 0.005	—	0.11
Total	—	—	—	—	—	—	1.30	< 0.005	< 0.005	—	1.30
Annual	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	0.20	< 0.005	< 0.005	—	0.20
Other Asphalt Surfaces	—	—	—	—	—	—	0.02	< 0.005	< 0.005	—	0.02
Total	—	—	—	—	—	—	0.22	< 0.005	< 0.005	—	0.22

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—

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User Defined Industrial	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
User Defined Industrial	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Other Asphalt Surfaces	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	0.00	0.00	0.00	—	0.00

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

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Equipment Type	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—

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Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—

Avoided	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—

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5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	1/30/2026	2/3/2026	5.00	3.00	—
Grading	Grading	2/4/2026	2/12/2026	5.00	6.00	—
Building Construction	Building Construction	2/13/2026	12/18/2026	5.00	220	—
Paving	Paving	12/19/2026	1/2/2027	5.00	10.0	—
Architectural Coating	Architectural Coating	1/3/2027	1/17/2027	5.00	10.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Graders	Diesel	Average	1.00	8.00	148	0.41
Site Preparation	Scrapers	Diesel	Average	1.00	8.00	423	0.48
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	1.00	7.00	84.0	0.37
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40

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Grading	Tractors/Loaders/Back	Diesel	Average	2.00	7.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	8.00	367	0.29
Building Construction	Forklifts	Diesel	Average	2.00	7.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Back hoes	Diesel	Average	1.00	6.00	84.0	0.37
Building Construction	Welders	Diesel	Average	3.00	8.00	46.0	0.45
Paving	Cement and Mortar Mixers	Diesel	Average	1.00	8.00	10.0	0.56
Paving	Pavers	Diesel	Average	1.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	1.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Paving	Tractors/Loaders/Back hoes	Diesel	Average	1.00	8.00	84.0	0.37
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

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5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	7.50	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	—	10.2	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	10.0	18.5	LDA,LDT1,LDT2
Grading	Vendor	—	10.2	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT

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Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	5.69	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	2.22	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	—	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	1.14	18.5	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

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5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	20,339	6,780	521

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5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	4.50	0.00	—
Grading	—	—	6.00	0.00	—
Paving	0.00	0.00	0.00	0.00	0.20

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	3	74%	74%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
User Defined Industrial	0.00	0%
Other Asphalt Surfaces	0.20	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2026	0.00	532	0.03	< 0.005
2027	0.00	532	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	20,339	6,780	521

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
User Defined Industrial	6,500	532	0.0330	0.0040	0.00
Other Asphalt Surfaces	0.00	532	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

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5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
User Defined Industrial	0.00	153,959

Other Asphalt Surfaces	0.00	13,939

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5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
User Defined Industrial	0.00	—
Other Asphalt Surfaces	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

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5.17. User Defined

Equipment Type	Fuel Type

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	26.6	annual days of extreme heat
Extreme Precipitation	4.20	annual days with precipitation above 20 mm

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Sea Level Rise	—	meters of inundation depth
Wildfire	6.46	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	1	1	3

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Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

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The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	100
AQ-PM	57.4
AQ-DPM	82.8
Drinking Water	96.3
Lead Risk Housing	29.2
Pesticides	74.7
Toxic Releases	44.2
Traffic	81.0
Effect Indicators	—

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CleanUp Sites	81.9
Groundwater	47.6
Haz Waste Facilities/Generators	96.8
Impaired Water Bodies	12.5
Solid Waste	0.00
Sensitive Population	—
Asthma	34.7
Cardio-vascular	45.1
Low Birth Weights	75.6
Socioeconomic Factor Indicators	—
Education	39.2
Housing	89.1
Linguistic	17.3
Poverty	55.9
Unemployment	14.4

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	37.76466059
Employed	27.51186963
Median HI	26.53663544
Education	—
Bachelor's or higher	60.5800077
High school enrollment	100
Preschool enrollment	11.52316181
Transportation	—

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Auto Access	62.47914795
Active commuting	28.56409598
Social	—
2-parent households	37.02040293
Voting	39.83061722
Neighborhood	—
Alcohol availability	30.07827538
Park access	50.53252919
Retail density	65.94379571
Supermarket access	72.28281791
Tree canopy	43.62889773
Housing	—
Homeownership	9.303220839
Housing habitability	37.12305916
Low-inc homeowner severe housing cost burden	73.38637239
Low-inc renter severe housing cost burden	66.31592455
Uncrowded housing	31.19466188
Health Outcomes	—
Insured adults	48.58206082
Arthritis	92.2
Asthma ER Admissions	65.8
High Blood Pressure	95.2
Cancer (excluding skin)	82.6
Asthma	30.0
Coronary Heart Disease	94.7
Chronic Obstructive Pulmonary Disease	71.2
Diagnosed Diabetes	92.6
Life Expectancy at Birth	79.7

Cognitively Disabled	52.2
Physically Disabled	60.6
Heart Attack ER Admissions	32.7
Mental Health Not Good	41.5
Chronic Kidney Disease	95.6
Obesity	56.2
Pedestrian Injuries	53.3
Physical Health Not Good	67.2
Stroke	91.3
Health Risk Behaviors	—
Binge Drinking	13.6
Current Smoker	36.3
No Leisure Time for Physical Activity	67.1
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	7.3
Elderly	81.9
English Speaking	84.0
Foreign-born	37.0
Outdoor Workers	85.1
Climate Change Adaptive Capacity	—
Impervious Surface Cover	69.4
Traffic Density	74.6
Traffic Access	23.0
Other Indices	—
Hardship	54.2
Other Decision Support	—

2016 Voting	58.0

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7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	72.0
Healthy Places Index Score for Project Location (b)	32.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Total area disturbed 2.4 acres. 10% of area landscaped.
Construction: Construction Phases	No demolition required
Operations: Energy Use	Electric water pumps would utilize an average of 1,100 kWh/MG. Based on drain reservoir twice per year would use 6,500 kWh per year

Petroleum Fuel Usage Calculations

Construction-Related Petroleum Fuels

The off-road construction equipment fuel usage was calculated through use of the off-road equipment assumptions utilized in the CalEEMod model run provided in Appendix A and the fuel usage calculations provided in the 2017 Off-road Diesel Emission Factors spreadsheet, prepared by CARB. The Spreadsheet provides the following formula to calculate fuel usage from off-road equipment:

Fuel Used = Load Factor x Horsepower x Total Operational Hours x BSFC / Unit Conversion

Where:

Load Factor - Obtained from CalEEMod default values

Horsepower – Obtained from CalEEMod default values

Total Operational Hours – Calculated by multiplying CalEEMod default daily hours by the estimated number of working days for each phase of construction

BSFC – Brake Specific Fuel Consumption (pounds per horsepower-hour) – If less than 100 Horsepower = 0.408, if greater than 100 Horsepower = 0.367

Unit Conversion – Converts pounds to gallons = 7.109

The Following Table shows the off-road construction equipment fuel calculations based on the above formula, which shows that the off-road equipment utilized during construction of the proposed project would consume 23,935 gallons of diesel fuel.

Off-Road Construction Equipment Modeled in CalEEMod and Fuel Used

Equipment Type	Equipment Quantity	Horse-Power	Load Factor	Operating Hours Per Day	Total Operational Hours[1]	Fuel Used (gallons)
Site Preparation						
Grader	1	148	0.41	8	24	75
Scraper	1	423	0.48	8	24	252
Tractors/Loaders/Backhoes	1	84	0.37	8	24	43
Grading						
Grader	1	148	0.41	8	48	150
Rubber Tired Dozer	1	367	0.4	8	48	364
Tractors/Loaders/Backhoes	2	84	0.37	7	84	150
Building Construction						
Crane	1	367	0.29	8	1,760	9,670
Forklifts	2	82	0.2	7	3,080	2,889
Generator Set	1	14	0.74	8	1,760	1,046
Tractors/Loaders/Backhoes	1	84	0.37	6	1,320	2,355
Welders	3	46	0.45	8	5,280	6,273
Paving						
Cement and Mortar Mixers	1	10	0.56	8	80	26
Paver	1	81	0.42	8	80	156
Paving Equipment	1	89	0.36	8	80	147
Rollers	2	36	0.38	8	160	126
Tractors/Loaders/Backhoes	1	84	0.37	8	80	143
Architectural Coatings						
Air Compressor	1	37	0.48	6	60	61
Total Off-Road Equipment Diesel Fuel used during Construction (gallons)						**23,935**

Notes:
[1] Based on: 3 days for Site Preparation, 6 days for Grading , 220 days for Building Construction, 10 days for Paving, and 10 days for Architectural Coatings.
Source: CalEEMod Version 2022.1, CARB, 2017.

The on-road construction-related vehicle trips fuel usage was calculated through use of the default construction vehicle trip assumptions from the CalEEMod model run. The calculated total construction miles were then divided by the fleet average for the South Coast Air Basin portion of San Bernardino County miles per gallon rates for the year 2026 that were calculated through use of the EMFAC2021 model and the EMFAC2021 model printouts are attached. The worker trips were based on the combined fleet average miles per gallon rates for gasoline powered automobiles, SUVs and pickup trucks and the vendor and haul truck trips were based on the combined T4, T5, T6 and T7 diesel trucks fleet average miles per gallon rate. The following Table shows the on-road construction vehicle trips modeled in CalEEMod and the fuel usage calculations, which shows that the on-road construction-related vehicle trips would consume

1,019 gallons of gasoline and 675 gallons of diesel fuel during construction of the proposed project.

On-Road Construction Vehicle Trips Modeled in CalEEMod and Fuel Used

Vehicle Trip Types / Fuel Type	Daily Trips	Trip Length (miles)	Total per Day (miles)	Total per Phase (miles)	Fleet Average Miles per Gallon	Fuel Used (gallons)
Site Preparation						
Worker (Gasoline)	7.5	18.5	139	416	27.2	15
Grading						
Worker (Gasoline)	10	18.5	185	1,110	27.2	41
Building Construction						
Worker (Gasoline)	5.69	18.5	105	23,158	27.2	853
Vendor (Diesel)	2.22	10.2	23	4,982	7.4	675
Paving						
Worker (Gasoline)	15	18.5	278	2,775	27.2	102
Architectural Coatings						
Worker (Gasoline)	1.14	18.5	21	211	27.2	8
Total Gasoline Fuel Used from On-Road Construction Trips (gallons)						**1,019**
Total Diesel Fuel Used from On-Road Construction Trips (gallons)						**675**

Notes:

[1] Based on 3 days for Site Preparation, 6 days for Grading , 220 days for Building Construction, 10 days for Paving, and 10 days for Architectural Coatings.

Source: CalEEMod Version 2022.1, CARB, 2017.

Source: EMFAC2021 (v1.0.2) Emissions Inventory
Region Type: Sub-Area
Region: San Bernardino (SC)
Calendar Year: 2026
Season: Annual
Vehicle Classification: EMFAC202x Categories
Units: miles/day for CVMT and EVMT, trips/day for Trips, kWh/day for Energy Consumption, tons/day for Emissions, 1000 gallons/day for Fuel Consumption

Region	Calendar Y	Vehicle Category	Model Year	Speed	Fuel	Population	Total VMT	Trips	Fuel Consumption
San Bernardino (SC)	2026	LDA	Aggregate	Aggregate	Gasoline	456255	19874166	2117601	641.5
San Bernardino (SC)	2026	LDT1	Aggregate	Aggregate	Gasoline	39064	1360018	169062	53.4
San Bernardino (SC)	2026	LDT2	Aggregate	Aggregate	Gasoline	202613	8343535	949149	327.3
San Bernardino (SC)	2026	MCY	Aggregate	Aggregate	Gasoline	20884	122976	41769	2.9
San Bernardino (SC)	2026	MDV	Aggregate	Aggregate	Gasoline	147189	5833278	673333	282.9
San Bernardino (SC)	2026	T6 Instate Deliver	Aggregate	Aggregate	Diesel	650	21918	9271	2.5
San Bernardino (SC)	2026	T6 Instate Deliver	Aggregate	Aggregate	Diesel	785	26665	11205	3.0
San Bernardino (SC)	2026	T6 Instate Deliver	Aggregate	Aggregate	Diesel	3132	105877	44697	11.9
San Bernardino (SC)	2026	T6 Instate Deliver	Aggregate	Aggregate	Diesel	571	30842	8143	3.4
San Bernardino (SC)	2026	T6 Instate Other (	Aggregate	Aggregate	Diesel	1202	49842	13893	5.6
San Bernardino (SC)	2026	T6 Instate Other (	Aggregate	Aggregate	Diesel	3114	133523	36000	15.0
San Bernardino (SC)	2026	T6 Instate Other (	Aggregate	Aggregate	Diesel	2699	114244	31199	12.8
San Bernardino (SC)	2026	T6 Instate Other (	Aggregate	Aggregate	Diesel	1591	73936	18391	8.1
San Bernardino (SC)	2026	T6 Instate Tractor	Aggregate	Aggregate	Diesel	25	1292	290	0.1
San Bernardino (SC)	2026	T6 Instate Tractor	Aggregate	Aggregate	Diesel	888	51794	10263	5.4
San Bernardino (SC)	2026	T7 Single Concret	Aggregate	Aggregate	Diesel	387	26532	3643	4.3
San Bernardino (SC)	2026	T7 Single Dump C	Aggregate	Aggregate	Diesel	739	40939	6965	6.9
San Bernardino (SC)	2026	T7 SWCV Class 8	Aggregate	Aggregate	Diesel	380	24667	1748	9.0
San Bernardino (SC)	2026	T7 Tractor Class 8	Aggregate	Aggregate	Diesel	4051	296087	58863	47.3

Worker (Autos) vehicle miles per day	35,533,973	1,308	1,000 gall per day
Workers (Autos) Avg Miles per gallon	27.2	1,308,072	gallons per day
Diesel Truck vehicle miles per day	998,157	135	1,000 gall per day
Diesel Truck Fleet Avg Miles per gallon	7.4	135,180	gallons per day

APPENDIX B – GEOTECHNICAL INVESTIGATION REPORT

Converse Consultants
Geotechnical Engineering
Environmental & Groundwater Science
Inspection & Testing Services

GEOTECHNICAL INVESTIGATION REPORT

NEW 2.75 MG TANK AND PUMP STATION AT THE REDLANDS WASTEWATER TREATMENT PLANT

1950 Nevada Street
City of Redlands, San Bernardino County, California

CONVERSE PROJECT NO. 21-81-276-01

Prepared For:

CAROLLO ENGINEERS, INC.
707 Wilshire Blvd., Ste. 3920
Los Angeles, CA 90017

Presented By:

CONVERSE CONSULTANTS
2021 Rancho Drive, Suite 1
Redlands, CA 92373
909-796-0544

August 23, 2023

August 23, 2023

Mr. Miko Aivazian, PE
Principal infrastructure Engineer
Vice President
Carollo Engineers, Inc.
707 Wilshire Boulevard, Suite 3920
Los Angeles, CA 90017

Subject: **GEOTECHNICAL INVESTIGATION REPORT**
New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant (WWTP)
1950 Nevada Street
City of Redlands, San Bernardino County, California
Converse Project No. 21-81-276-01

Dear Mr. Aivazian:

Converse Consultants (Converse) has prepared this Geotechnical Investigation Report to assist with the design and construction of the proposed new 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant (WWTP) located 1950 Nevada Street, City of Redlands, San Bernardino County, California. This report was prepared in accordance with our second revised proposal dated November 29, 2022, and your Agreement for Professional Services dated November 30, 2022.

Based upon our field investigation, laboratory data, and analyses, the project site is considered feasible from a geotechnical standpoint, provided the recommendations presented in this report are incorporated into the design and development of the project.

We appreciate the opportunity to be of service to Carollo Engineers, Inc. and the City of Redlands. If you have any questions, please do not hesitate to contact us at 909-474-2847.

CONVERSE CONSULTANTS

Hashmi S. E. Quazi, PhD, PE, GE
Principal Engineer

Dist.: 1/Addressee (email)
SR/SM/RLG/HSQ/kvg

PROFESSIONAL CERTIFICATION

This report has been prepared by the individuals whose seals and signatures appear hereon.

The findings, recommendations, specifications or professional opinions contained in this report were prepared in accordance with generally accepted professional engineering and engineering geologic principles and practice in this area of Southern California. There is no warranty, either expressed or implied.

Sk Syfur Rahman, PhD, EIT
Senior Engineer

Stephen McPherson
Staff Geologist

Robert L. Gregorek II, PG, CEG
Senior Geologist

Hashmi S. E. Quazi, PhD, PE, GE
Principal Engineer

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1.0 INTRODUCTION

This report presents the results of our geotechnical investigation performed for the proposed new 2.75 MG Prestressed Concrete Tank and Pump Station at the Redlands Wastewater Treatment Plant (WWTP) located 1950 Nevada Street City of Redlands, San Bernardino County, California. The approximate location of the project is shown on Figure No. 1, *Approximate Project Location Map*.

The purpose of this report is to provide seismic and geotechnical recommendations for design and construction of proposed recycled water reservoir, pump station and other improvements.

This report is prepared for the project described herein and is intended for use solely by Carollo Engineers, Inc., City of Redlands, and its authorized agents for site evaluation purposes. It should not be used as a bidding document but may be made available to the potential contractors for information on factual data only. For bidding purposes, the contractors should be responsible for making their own interpretation of the data contained in this report.

2.0 PROJECT DESCRIPTION

The proposed 2.75 MG reservoir and pump station will be located at the southeast corner of Mills Street and Nevada Street within the City's Wastewater Treatment Facility.

The prestressed concrete reservoir information is presented below.

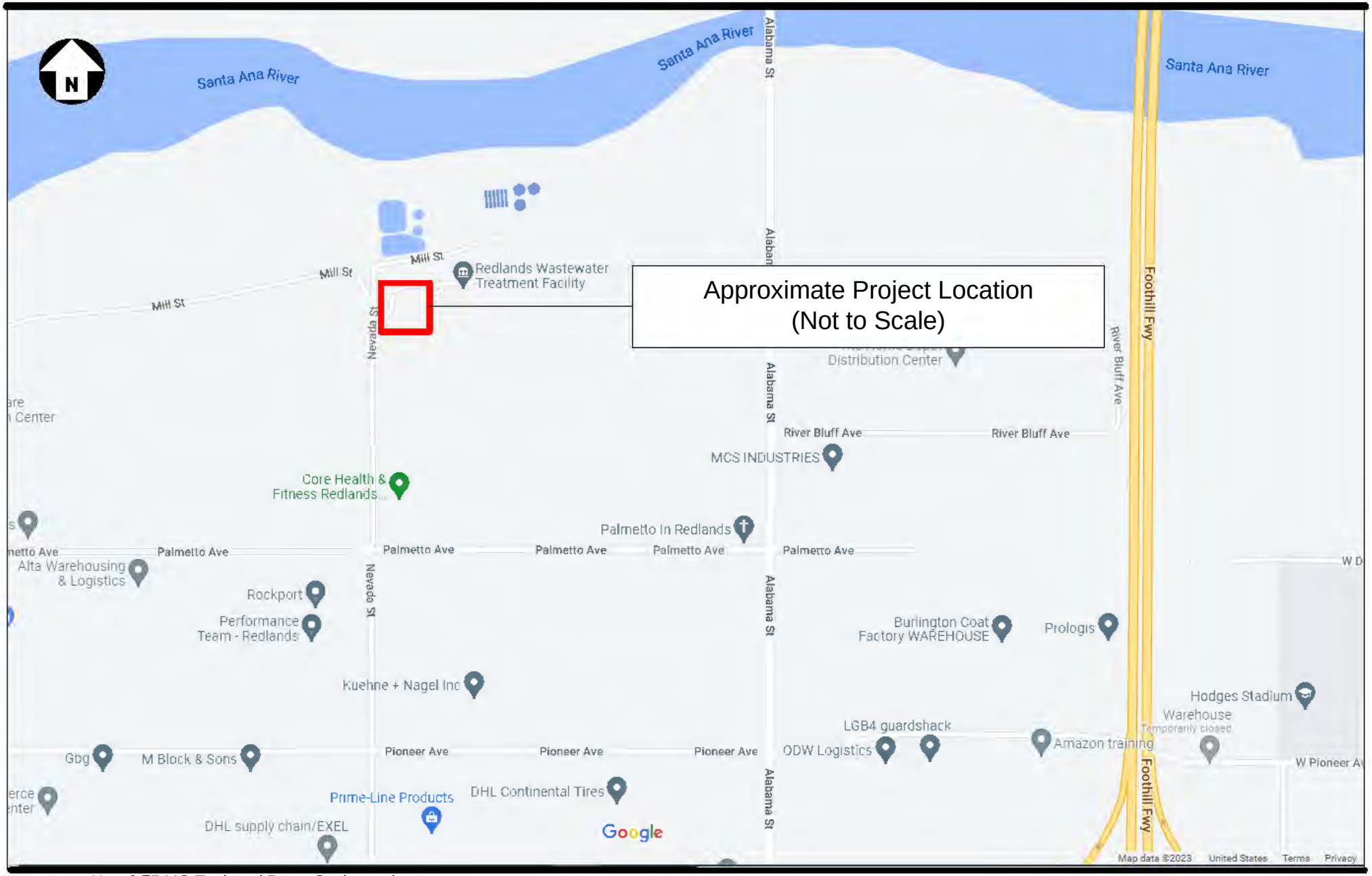
- The reservoir diameter is 125.0 feet and water depth is 30.0 feet.
- The reservoir will have a domed roof.
- The reservoir pad will be partially buried below grade.
- The reservoir will be partially buried about 15 feet below the existing ground surface.
- The reservoir bottom will be a reinforced concrete pad and the roof (dome) will be supported by the reservoir wall. The reservoir wall will have continuous footings.

The pump station will be situated east of the reservoir. The size of the pump station is not known at this time. We anticipate it will be on a 40' x 20' concrete pad.

3.0 SITE DESCRIPTION

The project site is located approximately 1.6 miles north of the Interstate 10 (I-10) Freeway at 1950 Nevada Street, Redlands, California. The site is developed with different types of facilities and structures associated with the existing treatment plant.

After reviewing historical aerial photos (*Framefinder - UCSB Library*), the site is located atop an approximately 20 feet high river terrace that overlooks the main wastewater



Project: New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant

Location: 1950 Nevada Street
City of Redlands, San Bernardino County, California

For: Carollo Engineers, Inc.

Approximate Project Location Map

Project No.
21-81-276-01

Converse Consultants

Figure No.
1

treatment plant that is situated to the north of the proposed 2.75 MG Tank. The site was formerly used for agriculture.

The approximately 1.0-acre site for the 2.75 MG Prestressed Concrete Tank is located approximately 200 feet southeast of the main gate of the Redlands Wastewater Treatment Facility. The Tank site is bounded to the east by sludge beds, to the south by a vacant lot, to the west by Nevada Street, and to the north by Wastewater Road. Photographs Nos. 1 & 2 presents the general site conditions.

Photograph No. 1: Present site condition view to north looking over BH-03 (stake in foreground).

Photograph No. 2: Present site condition view to southwest from BH-05.

4.0 SCOPE OF WORK

The scope of this investigation includes the following tasks presented below.

4.1 Document Review

We reviewed the following available documents.

- Regional and local geology literature and maps.
- Flood hazards maps.
- Aerial photos.
- Faulting and seismicity, and any other documents that pertain to the site or the vicinity.
- Groundwater data.

4.2 Project Set-up

The project set-up consisted of the following tasks.

- Received a boring location exhibit via email on January 3, 2023, from Miko Aivazian, PE, Principal Infrastructure Engineer for Carollo Engineers, Inc.
- Conducted site reconnaissance and marked the borings at locations designated by Miko Aivazian with Carollo Engineers, Inc.
- Notified Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.
- Engaged a California-licensed driller to drill exploratory borings.

4.3 Subsurface Exploration

Five exploratory borings (BH-01 through BH-05) were drilled on January 20, 2023, within the footprint of the proposed improvements to investigate the subsurface conditions. The borings were drilled using a truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers. The boring details are presented in the following table.

Table No. 1, Summary of the Borings

Boring No.	Boring Depth (ft, bgs)		Groundwater Depth (ft, bgs)	Date Completed
	Proposed	Completed		
BH-01	30.0	31.5	N/E	1/20/2023
BH-02	30.0	31.5	N/E	1/20/2023
BH-03	30.0	31.5	N/E	1/20/2023
BH-04	30.0	31.5	N/E	1/20/2023
BH-05	60.0	61.5	N/E	1/20/2023

The approximate boring locations are shown on Figure Nos. 2, *Approximate Boring Locations Map*. A detailed discussion of the subsurface exploration is presented in Appendix A, *Field Exploration*.

Project: New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant

Location: 1950 Nevada Street
City of Redlands, San Bernardino County, California

For: Carollo Engineers, Inc.

Approximate Boring Locations Map

Project No.
21-81-276-01

Converse Consultants

Figure No.
2

4.4 Laboratory Testing

Representative soil samples obtained from the soil borings were tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing included the following.

- In-situ moisture content and dry unit weight (ASTM Standard D2216)
- Expansion index (ASTM Standard D4829)
- R-value (California Test 301)
- Soil corrosivity tests (California Test 643, 422, 417, and 532)
- Collapse potential (ASTM Standard D4546)
- Grain size analysis (ASTM Standard C136)
- Maximum dry density and optimum moisture content (ASTM Standard D1557)
- Direct shear (ASTM D3080)
- Consolidation (ASTM D2435)

For a description of the laboratory test methods and test results, see Appendix B, *Laboratory Testing Program.*

4.5 Analysis and Report Preparation

Data obtained from the field exploration and laboratory testing program was assembled and evaluated. Geotechnical analyses of the compiled data were performed, followed by the preparation of this report to present our findings, conclusions, and recommendations for the proposed project.

5.0 SUBSURFACE CONDITIONS

A general description of the subsurface conditions, various materials and groundwater conditions encountered at the site during our field exploration is discussed below.

5.1 Subsurface Profile

Based on the exploratory borings and laboratory test results, the subsurface materials primarily consist generally of a mixture of sand, silt, and clay. Scattered gravel up to about 1 inch in the largest dimension was encountered in boring BH-05 at 42.0 feet bgs.

Discernible fill soils were not identified in our subsurface exploration. For a detailed description of the subsurface materials encountered in the exploratory borings, see Drawings No. A-2 through A-6, *Logs of Borings,* in Appendix A-1, *Field Exploration.*

5.2 Groundwater

No Groundwater was encountered in the borings up to an explored depth of 61.5 feet bgs.

For comparison, regional groundwater data from the GeoTracker database (SWRCB, 2023) was reviewed to evaluate the current and historical groundwater levels. No site with groundwater data were identified within a 1.0-mile radius of the project site.

The National Water Information System (USGS, 2023) was reviewed for current and historical groundwater data from sites within an approximately 1.0-mile radius of the proposed development and the results of that search are included below.

Table No. 2, Summary of USGS Groundwater Depth Data

Site No.	Location	Groundwater Depth Range (ft. bgs)	Date Range
340519117130301	Approx. 15 feet NW of intersection of Nevada St. and Pine Ave.	167-209	2003-2009
340527117130601	Approx. 600 feet NW of Nevada St.	168	2003
340506117122901	Approx. 50 feet NW of intersection of Palmetto Ave. and Alabama St.	49-205	1931-2005

The California Department of Water Resources database (DWR, 2023) was reviewed for historical groundwater data from sites within a 1.0-mile radius of the project site. One site was identified within a 1.0-mile radius of the project site that contained groundwater elevation data. Details of that record are listed below.

- Well No. 01S03W17C005S (Station 340886N1172175W001), located approximately 600 feet southwest of the project site, reported groundwater at a depth ranging from 167.53 to 208.7 feet bgs between 2005 and 2008.
- Well No. 01S03W09E002S (Station 341014N1172084W001), located approximately 5,200 feet northeast of the project site, reported groundwater at a depth ranging from 51.9 to 231.2 feet bgs between 1955 and 2008.
- Well No. 01S03W17H001S (Station 340850N1172098W001), located approximately 600 feet southwest of the project site, reported groundwater at a depth ranging from 49.3 to 204.5.7 feet bgs between 1931 and 2005.

Based on available data, the historical high groundwater level reported at wells within approximately one mile of the site was approximately 49 feet bgs. Current groundwater is expected to be deeper than approximately 61.5 feet bgs. Groundwater is not expected to be encountered during excavation or construction. Please note that although the Santa Ana River is located approximately 1,000 feet from the project site, The project site is situated on top of a river terrace approximately 44 feet higher than the Santa Ana River bottom. Therefore, groundwater is not anticipated to be a factor during the excavation or construction of the 2.75 MG tank. It should be noted that the groundwater level could vary depending upon the seasonal precipitation and possible groundwater pumping activity in the site vicinity. Shallow perched groundwater may be present locally, particularly following precipitation.

5.3 Expansive Soils

Expansive soils are characterized by their ability to undergo significant volume changes (shrink or swell) due to variations in moisture content. Changes in soil moisture content can result from precipitation, landscape irrigation, utility leakage, roof drainage, perched groundwater, drought, or other factors and may result in unacceptable settlement or heave of structures or concrete slabs supported on grade. Depending on the extent and location below finish subgrade, expansive soils can have a detrimental effect on structures.

Based on the laboratory test results, the expansion indices (EI) of the upper 20 feet of site soils ranged between 0 to 7, corresponding to very low expansion potentials.

5.4 Collapse Potential

Soil deposits subjected to collapse/hydro-consolidation generally exist in regions of moisture deficiency. Collapsible soils are generally defined as soils that have potential to suddenly decrease in volume upon an increase in moisture content even without an increase in external loads. Moreover, some soils may have a different degree of collapse/hydro-consolidation based on the amount of proposed fill or structure loads. Soils susceptible to collapse/hydro-consolidation include wind-blown silt, weakly cemented sand, and silt where the cementing agent is soluble (e.g., soluble gypsum, halite), alluvial or colluvial deposits within semi-arid to arid climate, and certain weathered bedrock above the groundwater table.

Granular soils may have a potential to collapse upon wetting in arid climate regions. Collapse/hydro-consolidation may occur when the soluble cements (carbonates) in the soil matrix dissolve, causing the soil to densify from its loose/low density configuration from deposition.

The degree of collapse of a soil can be defined by the collapse potential value, which is expressed as a percent of collapse of the total sample using the Collapse Potential Test (ASTM D4546). According to the ASTM guideline, the severity of collapse potential is commonly evaluated by the following Table No. 3, *Collapse Potential Values*.

Table No. 3, Collapse Potential Values

Collapse Potential Value (%)	Severity of Problem
0	None
0.1 to 2	Slight
2.1 to 6.0	Moderate
6.0 to 10.0	Moderately Severe
>10	Severe

Based on the results of the laboratory test performed on undisturbed ring samples (collapse potential of 0 to 0.6 percent), none to slight collapse potential is anticipated at the site. Collapse potential distress is typically considered a concern when collapse potential is over 2% (LA County, 2013).

5.5 Excavatability

The subsurface materials of the project are expected to be excavatable by conventional heavy-duty earth moving equipment.

The phrase “conventional heavy-duty excavation equipment” is intended to include commonly used equipment such as excavators, scrapers, and trenching machines. It does not include hydraulic hammers (“breakers”), jackhammers, blasting, or other specialized equipment and techniques used to excavate hard earth materials. Selection of an appropriate excavation equipment models should be done by an experienced earthwork contractor.

5.6 Subsurface Variations

Based on results of the subsurface exploration and our experience, some variations in the continuity and nature of subsurface soil conditions within the project site should be anticipated. Because of the uncertainties involved in the nature and depositional characteristics of the earth material, care should be exercised in interpolating or extrapolating subsurface conditions between or beyond the boring locations.

6.0 GEOLOGIC SETTING

6.1 Regional Geology

The project site is located within the San Bernardino Valley, in the northern portion of the Peninsular Ranges Geomorphic Province of Southern California, near the boundary with the adjacent Transverse Ranges Geomorphic Province. The Peninsular Ranges Geomorphic Province consists of a series of northwest-trending mountain ranges and valleys bounded on the north by the San Bernardino and San Gabriel Mountains, on the west by the Los Angeles Basin, and on the southwest by the Pacific Ocean.

The province is a seismically active region characterized by a series of northwest-trending strike-slip faults. The most prominent of the nearby fault zones include the San Jacinto, Cucamonga, and San Andreas Fault Zones, all of which have been known to be active during Quaternary time.

Topography within the province is generally characterized by broad alluvial valleys separated by linear mountain ranges. This northwest-trending linear fabric is created by the regional faulting within the granitic basement rock of the Southern California Batholith. Broad, linear, alluvial valleys have been formed by erosion of these principally granitic mountain ranges.

6.2 Local Geology

The project site is underlain by early to late Holocene-aged alluvial deposits of valley areas and stream channels. The alluvial deposits primarily consist of sand, gravel and clay deposits derived from adjacent mountains and stream channels (Dibblee and Minch, 2008. The project site is located approximately 200 feet south of the Santa Ana River channel. Where encountered during our investigation, the alluvium consisted primarily of silt, sand, gravel and cobbles.

6.3 Flooding

Review of National Flood Insurance Rate Maps indicates that the project site is within a Flood Hazard Zone "X". The Zone “X” is designated as an area of minimal flood hazard and as an area with 0.2 percent annual chance of flood hazard (FEMA 2008). According to FEMA 2008, flood plain elevation of the site is approximately 1158.37 feet.

7.0 FAULTING AND SEISMICITY

The approximate distance and seismic characteristics of nearby faults as well as seismic design coefficients are presented in the following subsections.

7.1 Faulting

The proposed site is situated in a seismically active region. As is the case for most areas of Southern California, ground-shaking resulting from earthquakes associated with nearby and more distant faults may occur at the project site. During the life of the project, seismic activity associated with active faults can be expected to generate moderate to strong ground shaking at the site. Review of recent seismological and geophysical publications indicates that the seismic hazard for the project is high.

The project site is not located within a currently mapped State of California Earthquake Fault Zone for surface fault rupture (CGS, 2007). Table No. 4, *Summary of Regional Faults,* summarizes selected data of known faults capable of seismic activity within 31 miles (100 kilometers) of the site. The data presented below was calculated using the National Seismic Hazard Maps Database (USGS, 2008) and other published geologic data.

Table No. 4, Summary of Regional Faults

Fault Name and Section	Closest Distance (km)	Slip Sense	Length (km)	Slip Rate (mm/year)	Maximum Magnitude
S. San Andreas	5.98	strike slip	548	n/a	8.18
San Jacinto	6.69	strike slip	241	n/a	7.88
Cleghorn	20.96	strike slip	25	3.0	6.80
Cucamonga	23.16	thrust	28	5.0	6.70
North Frontal (West)	25.79	reverse	50	1.0	7.20

Fault Name and Section	Closest Distance (km)	Slip Sense	Length (km)	Slip Rate (mm/year)	Maximum Magnitude
Elsinore	43.33	strike slip	241	n/a	7.85
Chino, alt 2	43.64	strike slip	29	1.0	6.80
San Jose	43.85	strike slip	20	0.5	6.70
Chino, alt 1	43.94	strike slip	24	1.0	6.70
Helendale-So Lockhart	45.28	strike slip	114	0.6	7.40
Pinto Mtn	45.89	strike slip	74	2.5	7.30
North Frontal (East)	47.2	thrust	27	0.5	7.00
Sierra Madre Connected	48.52	reverse	76	2.0	7.30
Sierra Madre	48.52	reverse	57	2.0	7.20
Lenwood-Lockhart-Old Woman Springs	60.21	strike slip	145	0.9	7.50
Clamshell-Sawpit	60.46	reverse	16	0.5	6.70
Puente Hills (Coyote Hills)	63.82	thrust	17	0.7	6.90
Johnson Valley (No)	68.41	strike slip	35	0.6	6.90
San Joaquin Hills	68.68	thrust	27	0.5	7.10
Raymond	71.89	strike slip	22	1.5	6.80
Landers	72.82	strike slip	95	0.6	7.40
Burnt Mtn	74.2	strike slip	21	0.6	6.80
Eureka Peak	75.87	strike slip	19	0.6	6.70
Puente Hills (Santa Fe Springs)	76.12	thrust	11	0.7	6.70
So Emerson-Copper Mtn	79.02	strike slip	54	0.6	7.10
Elysian Park (Upper)	81.62	reverse	20	1.3	6.70
Newport Inglewood Connected alt 1	84.04	strike slip	208	1.3	7.50
Newport-Inglewood (Offshore)	84.04	strike slip	66	1.5	7.00
Newport Inglewood Connected alt 2	84.04	strike slip	208	1.3	7.50
Newport-Inglewood, alt 1	84.88	strike slip	65	1.0	7.20
Puente Hills (LA)	85.1	thrust	22	0.7	7.00
Verdugo	86.65	reverse	29	0.5	6.90
Calico-Hidalgo	88.82	strike slip	117	1.8	7.40
Gravel Hills-Harper Lk	91.12	strike slip	65	0.7	7.10
Hollywood	93.65	strike slip	17	1.0	6.70
Pisgah-Bullion Mtn-Mesquite Lk	96.71	strike slip	88	0.8	7.30
Santa Monica Connected alt 2	98.6	strike slip	93	2.4	7.40

(Source: https://earthquake.usgs.gov/cfusion/hazfaults_2008_search/)

7.2 Seismic Hazard Analysis

Seismic hazard analysis is presented in the following sections.

7.2.1 Mapped Seismic Design Parameters

Seismic parameters based on the 2022 California Building Code (CBSC, 2022) and ASCE 7-16 are provided in the following table. These parameters were determined using the generalized coordinates (34.0888N, 117.2167W) and the Seismic Design Maps ATC online tool.

Table No. 5, 2022 CBC Seismic Design Parameters

Seismic Parameters	
Site Coordinates	34.0888N, 117.2167W
Site Class	D*
Risk Category	III
Mapped Short period (0.2-sec) Spectral Response Acceleration, S_S	2.028g
Mapped 1-second Spectral Response Acceleration, S_1	0.773g
Site Coefficient (site class D), F_a	1.0
Site Coefficient (site class D), F_v	2.5
MCE 0.2-sec period Spectral Response Acceleration, S_{MS}	2.028g
MCE 1-second period Spectral Response Acceleration, S_{M1}	1.933g
Design Spectral Response Acceleration for short period S_{DS}	1.352g
Design Spectral Response Acceleration for 1-second period, S_{D1}	1.288g
Site Modified Maximum Peak Ground Acceleration, PGA_M	0.787g
Long-period transition period (s), T_L	8

*D,Stiff Soil

Site Class D was selected based on the estimated average shear wave velocity of the site in the upper 30 meters (100 feet), V_{s30} of 267 meters/second. V_{s30} was calculated using the SPTPROP software (InfraGEO, 2020) based on the correlation with SPT blow counts by Brandenberg, Bellana and Shantz (2010). Extrapolation of estimated shear wave velocities from 50-ft depth to 100-ft depth was performed using the method proposed by Boore (2004). SPTPROP analysis results are attached in Appendix D, *Plate No. D-1.*

7.2.2 Site-Specific Seismic Design Parameters

To develop site-specific seismic design parameters, ground motion study was performed in accordance with the 2022 CBC and ASCE 7-16 design guidelines. The methodology and results of this study are presented in Appendix D, *Site-Specific Seismic Analysis*.

Based on the results of this study, site-specific seismic acceleration parameters were developed and summarized in the table below.

Table No. 6, Recommended Site-Specific Seismic Acceleration Parameters

Seismic Parameters	Values
MCE 0.2-sec period Spectral Response Acceleration, S_{Ms}	2.459g
MCE 1-second period Spectral Response Acceleration, S_{M1}	1.983g
Design Spectral Response Acceleration for short period, S_{Ds}	1.639g
Design Spectral Response Acceleration for 1-second period, S_{D1}	1.322g
Site-Specific Maximum Peak Ground Acceleration, MCE_G PGA_M	0.834g

7.3 Secondary Effects of Seismic Activity

In addition to ground shaking, effects of seismic activity on a project site may include surface fault rupture, soil liquefaction, landslides, lateral spreading, seismic settlement, tsunamis, seiches and earthquake-induced flooding. Results of a site-specific evaluation of each of the above secondary effects are explained below:

Surface Fault Rupture: The project site is not located within a currently designated State of California Earthquake or San Bernardino county Fault Zone (CGS, 2007, SBC, 2010b). Based on review of existing geologic information, no major surface fault crosses through or extends toward the site. The potential for surface rupture resulting from the movement of a presently unrecognized fault beneath the site is not known with certainty but is considered very low.

Liquefaction: Liquefaction is defined as the phenomenon in a soil mass, because of the development of excess pore pressures, soil mass suffers a substantial reduction in its shear strength. During earthquakes, excess pore pressures in saturated soil deposits may develop as a result of induced cyclic shear stresses, resulting in liquefaction. Soil liquefaction occurs in submerged granular soils during or after strong ground shaking. There are several requirements for liquefaction to occur. They are as follows.

- Soils must be submerged.
- Soils must be primarily granular.
- Soils must be contractive, that is, loose to medium-dense.
- Ground motion must be intense.
- Duration of shaking must be sufficient for the soils to lose shear resistance.

The site is located within an area designated for high liquefaction potential (San Bernardino County, 2010b). Based on a site-specific liquefaction analysis presented in Appendix C, *Liquefaction and Settlement Analyses*, the potential for liquefaction of the site is expected to be negligible.

***Seismic Settlement**:* Dynamic dry settlement may occur in loose, granular, unsaturated soils during a large seismic event. Based on a site-specific liquefaction analysis presented in Appendix C, *Liquefaction and Settlement Analyses*, the potential for dry seismic settlement of the site is expected to be up to 0.15 inches.

Landslides: Seismically induced landslides and other slope failures are common occurrences during or after earthquakes in areas of significant relief. The project site is not adjacent to any steep slopes. In the absence of significant ground slopes, the potential for seismically induced landslides to affect the proposed site is considered to be low.

Lateral Spreading: Seismically induced lateral spreading involves primarily lateral movement of earth materials due to ground shaking. It differs from the slope failure in that complete ground failure involving large movement does not occur due to the relatively smaller gradient of the initial ground surface. Lateral spreading is demonstrated by near-vertical cracks with predominantly horizontal movement of the soil mass involved. Due to the absence of shallow groundwater and lack of liquefaction potential, the risk for lateral spreading to affect the site is considered low.

Tsunamis: Tsunamis are tidal waves generated in large bodies of water by fault displacement or major ground movement. Based on the location of the site, tsunamis do not pose a hazard to this site.

Seiches: Seiches are large waves generated in enclosed bodies of water in response to ground shaking. Review of the area indicates that the project site is within close proximity to the Santa Ana River Channel. Additionally, there are onsite water reservoirs. Due to these reasons, seiching is considered to be a risk during significant seismic events. Seiching within the new reservoir may result in flooding within the site after construction and filling of the reservoir is complete.

Earthquake-Induced Flooding: This type of flooding is caused by failure of dams or other water-retaining structures as a result of earthquakes Dams or other water-retaining structures may fail as a result of large earthquakes, resulting in flooding. The reservoir site is located within a State of California or San Bernardino County designated dam inundation area (DSOD, 2021 and SBC, 2021a). The potential for flooding of the site due to dam failure is considered extremely high.

8.0 LABORATORY TEST RESULTS

Results of the various laboratory tests are presented in Appendix B, *Laboratory Testing Program* and in the following sections.

8.1 Physical Testing

Physical testing of selected soil samples to determine the engineering properties of the onsite soils was performed in Converse's laboratory. The testing and results are summarized below.

- In-situ Moisture and Dry Density - In-situ dry density within the upper 20 feet of soil ranged between 93 and 107 pounds per cubic foot (pcf) with the moisture content ranging between 4 and 21 percent, respectively. The presence of high moisture in some depths of the soil could be attributed to a possible higher concentration of fine clay particles holding the moisture.
- Expansion Index – Five representative samples were tested to evaluate the expansion potential in accordance with ASTM Standard D4829. The expansion indices were 0 to 7, which corresponds to “Very Low” expansion potential.
- R-value – One R-value test was performed on a representative bulk soil sample in accordance ASTM Standard D2844. Based on the test result, the R-value of the sample was 22.
- Collapse Potential – The collapse potentials of three relatively undisturbed samples collected in the 15 to 21 feet of soil range, the depth of the proposed reservoir, were tested under a vertical stress of 2.0 kips per square foot (ksf) in accordance with the ASTM Standard D4546 test method. These samples indicated collapse potentials ranging from 0.0 and 0.6 percent, indicating none to slight collapse potential. Collapse potentials from consolidation tests were between 0.3 to 0.5, indicating slight collapse potential.
- Grain Size Analysis – Five representative samples were tested to determine the relative grain size distribution in accordance with ASTM Standard D6913. The test results are graphically presented in Drawings No. B-1, *Grain Size Distribution Results.*
- Maximum Dry Density and Optimum Moisture Content – Typical moisture-density relationship tests were performed on three representative samples in accordance with ASTM D1557. The results are presented in Drawing No. B-2, Moisture-Density Relationship Results, in Appendix B, Laboratory Testing Program. The laboratory maximum dry densities were 125.0, 126.0 and 127.0 pcf and the optimum moisture contents of 10.5, 9.5, and 9.0 percent respectively.
- Direct Shear – Four direct shear tests were performed on representative samples under saturated moisture condition in accordance with ASTM Standard D3080. The direct shear tests indicated that the samples had moderate shear strengths The results are presented in Drawing Nos. B-3 through B-6, *Direct Shear Test Results* in Appendix B, *Laboratory Testing Program*.
- Consolidation Test – Two consolidation tests were conducted in accordance with ASTM Standard D2435 method. For test results, including sample density and moisture content, see Drawing Nos. B-7 and B-8, *Consolidation Test Results* in Appendix B, *Laboratory Testing Program*.

8.2 Chemical Testing - Corrosivity Evaluation

Three selected soil samples were tested by AP Engineering and Testing, Inc. (Pomona, CA) for corrosivity evaluation with respect to common construction materials such as concrete and steel. Tests were performed for pH, sulfate and chloride content, and saturated minimum electrical resistivity in accordance with California Test Methods 643, 422 and 417. The test results are summarized below and are presented in Appendix B, *Laboratory Testing Program*.

- The pH measurements of the samples ranged between 7.8 and 8.2.
- The sulfate contents of the samples tested ranged between 22 and 45 ppm.
- The chloride concentrations of the samples tested ranged between 17 and 21 ppm.
- The minimum electrical resistivities when saturated ranged between 3,960 and 10,595 ohm-cm.

9.0 EARTHWORK/SITE GRADING RECOMMENDATIONS

9.1 General

Prior to the start of construction, all existing underground utilities and appurtenances should be located within the project area. Such utilities should either be protected in-place or removed and replaced during construction as required by the project specifications. Any existing utilities and pipelines will likely require careful research and marking. All excavations should be conducted in such a manner as not to cause loss of bearing and/or lateral support of existing utilities.

All debris, surface vegetation (if any), deleterious material, surficial soils containing roots and perishable materials should be stripped and removed from the site. The site should be stripped to the bottom of the roots of vegetation. The actual stripping depth required depends on site usage prior to construction and should be established in the field at the time of construction. Deleterious material, including organics, concrete, and debris generated during excavation, should not be placed as fill.

9.2 Remedial Grading

The following remedial grading recommendations are provided. Reservoir Pad/Footing, Pump Station footing, Slab-on-grade and Pavements should be uniformly supported by compacted fill. To provide uniform support, structural areas should be over excavated, scarified, and recompacted as follows.

Table No. 6, Overexcavation Depths

Structure/Pavement	Minimum Excavation Depth
Reservoir Pad/Footing	12 inches below footings or 4 feet below ground surface, whichever is deeper
Pump Station footing	12 inches below footings or 4 feet below ground surface, whichever is deeper
Slab-on-grade	18 inches below finished grade
Pavement	18 inches below finished grade

The change in depth of the over excavation below the footings and slabs-on-grade should be transitioned by a gradual slope. Generally, the over excavation should extend to at least 1 foot beyond the footprint of the reservoir foundation, 2 feet beyond the pump station and slab and at least 1 foot beyond the edge of the pavement. The over excavation bottom should be scarified and compacted as described in Section *9.3.2 Fill Compaction*.

If isolated pockets of very soft, loose, eroded, or pumping soil are encountered, the unstable soil should be excavated as needed to expose undisturbed, firm, and unyielding soils. Any existing fill (if encountered) should be over excavated.

The contractor should determine the best manner to conduct the excavations, such that there are no losses of bearing and/or lateral support to the existing structures or utilities. Consideration should be given to using slot cuts or other excavation methods which preserve lateral support during excavation operations near the existing structures.

9.3 Structural Fills

Recommendations regarding fill materials and compaction of structural fills are provided in the following sections.

9.3.1 Fill Materials

Fill materials should meet the following criteria.

- No particles larger than 3 inches in largest dimension.
- At least 15 percent, but no more than 40 percent, passing the No. 200 sieve.
- No more than 30 percent retained on the ¾-inch sieve.
- Free of all organic matter, debris, or other deleterious material.
- Have an expansion index of 30 or less.
- Liquid limit less than 35 and plastic index of 15 or less.
- Corrosivity equal or less than the onsite soils.

The native soils encountered within the project site, free of debris or organic matter, are generally expected to be suitable for use as structural fill. Processing may involve cleaning roots and debris, mixing, and moisture conditioning before placing as compacted fill.

9.3.2 Fill Compaction

All surfaces to receive compacted fill should be observed and approved by the project geotechnical consultant prior to fill placement. The approved bottoms of excavations should be scarified to a depth of 12 inches, moisture conditioned to within ± 3 percent of optimum moisture content for coarse grained soil and +2% above the optimum moisture content for fine grained soil, and recompacted to at least 90 percent of the laboratory maximum dry density per ASTM Standard D1557 prior to placement of compacted fills.

Excavated site materials are suitable for re-use as compacted fill when cleared of deleterious materials. Fill materials should be placed on the scarified and recompacted bottom in loose lifts not exceeding 8 inches in thickness. Fill lifts should be uniform in thickness and material type.

All fills should be moisture conditioned to within ± 3 percent of optimum moisture content for coarse grained soil and +2% above the optimum moisture content for fine grained soil and compacted to at least 90 percent of the laboratory maximum dry density per ASTM Standard D1557, unless a higher compaction is recommended below or elsewhere in this report.

The upper 12 inches of fill beneath pavement areas should be compacted to at least 95 percent of the laboratory maximum dry density. All bases and subbases for pavements should be compacted to a relative compaction of at least 95 percent of the laboratory maximum dry density.

Backfill behind any structural wall should be compacted using lightweight construction equipment to avoid overstressing the wall. The fill material should be moisture conditioned to within ± 3 percent of optimum moisture content for coarse grained soil and +2% above the optimum moisture content for fine grained soil and compacted to at least 90 percent of the laboratory maximum dry density. Compaction of backfill adjacent to structural walls can produce excessive lateral pressures. Improper types and locations of compaction equipment and/or compaction techniques may damage the walls. The use of heavy compaction equipment should not be permitted within a horizontal distance of five feet from the wall. Only handheld compactors should be permitted to perform compaction within the recommended 5-foot zone. Loose soil, form work, and debris should be removed prior to backfilling.

9.4 Shrinkage and Subsidence

The volume of excavated and recompacted soils will decrease as a result of grading. The shrinkage would depend on, among other factors, the depth of cut and/or fill, and the grading method and equipment utilized. Based on our exploration as well as previous experience in the other projects in close vicinity of this site, for the preliminary estimation, shrinkage factors for various units of earth material at the site may be taken as presented below.

- The shrinkage factor (defined as a percentage of soil volume reduction when moisture conditioned and compacted to the average of 92 percent relative compaction) for the upper 10 feet of soils an average value of 15 percent may be used for preliminary earthwork planning.
- Subsidence (defined as the settlement of native materials from the equipment load applied during grading and proposed fill loads) would depend on the construction methods including type of equipment utilized. Ground subsidence is estimated to be approximately 0.20 foot to 0.25 foot.

Although these values are only approximate, they represent our best estimates of the factors to be used to calculate lost volume that may occur during grading. If more accurate shrinkage and subsidence factors are needed, it is recommended that field-testing using the actual equipment and grading techniques be conducted.

10.0 UTILITY TRENCH BACKFILL

The following sections present earthwork recommendations for utility trench backfill, including subgrade preparation and trench zone backfill.

Open cuts adjacent to existing roadways or structures are not recommended within a 1:1 (horizontal: vertical) plane extending down and away from the roadway or structure perimeter (if any).

Soils from the trench excavation should not be stockpiled more than 6 feet in height or within a horizontal distance from the trench edge equal to the depth of the trench. Soils should not be stockpiled behind the shoring, if any, within a horizontal distance equal to the depth of the trench, unless the shoring has been designed for such loads.

10.1 Pipe Sub-grade Preparation

The final subgrade surface should be level, firm, uniform, and free of loose materials and properly graded to provide uniform bearing and support to the entire section of the pipe placed on bedding material. Protruding oversize particles larger than 2 inches in dimension, if any, should be removed from the trench bottom and replaced with compacted on-sites materials.

Any loose, soft and/or unsuitable materials encountered at the pipe subgrade should be removed and replaced with an adequate bedding material. During the digging of depressions for proper sealing of the pipe joints, the pipe should rest on a prepared bottom for as near its full length as is practicable.

10.2 Pipe Bedding

Bedding is defined as the material supporting and surrounding the pipe to 1 foot above the pipe. Pipe bedding should follow San Bernardino County guidelines. Additional recommendations for pipe bedding are provided below.

To provide uniform and firm support for the pipe, compacted granular materials such as clean sand, gravel or ¾-inch crushed aggregate, or crushed rock may be used as pipe bedding material. Typically, soils with sand equivalent value of 30 or more are used as pipe bedding material. The pipe designer should determine if the soils are suitable as pipe bedding material.

The type and thickness of the granular bedding placed underneath and around the pipe, if any, should be selected by the pipe designer. The load on the rigid pipes and deflection of flexible pipes and, hence, the pipe design, depends on the type and the amount of bedding placed underneath and around the pipe.
Bedding materials should be vibrated in-place to achieve compaction. Care should be taken to densify the bedding material below the springline of the pipe. Prior to placing the pipe bedding material, the pipe subgrade should be uniform and properly graded to

provide uniform bearing and support to the entire section of the pipe placed on bedding material.

Migration of fines from the surrounding native and/or fill soils must be considered in selecting the gradation of any imported bedding material. We recommend that the pipe bedding material should satisfy the following criteria to protect migration of fine materials.

i. $\frac{D15(F)}{D85(B)} \leq 5$

ii. $\frac{D50(F)}{D50(B)} < 25$

iii. Bedding Materials must have less than 5 percent passing No. 200 sieve (0.0074 mm) to avoid internal movement of fines.

Where,

F	=	Bedding Material
B	=	Surrounding Native and/or Fill Soils
*D*15(F)	=	Particle size through which 15% of bedding material will pass
*D*85(B)	=	Particle size through which 85% of surrounding soil will pass
*D*50(F)	=	Particle size through which 50% of bedding material will pass
*D*50(B)	=	Particle size through which 50% of surrounding soil will pass

If the above criteria do not satisfy, commercially available geofabric used for filtration purposes (such as Mirafi 140N or equivalent) may be wrapped around the bedding material encasing the pipe to separate the bedding material from the surrounding native or fill soils.

10.3 Trench Zone Backfill

The trench zone is defined as the portion of the trench above the pipe bedding extending up to the final grade level of the trench surface. Excavated sites soil free of oversize particles and deleterious matter may be used to backfill the trench zone. Detailed trench backfill recommendations are provided below.

- Trench excavations to receive backfill should be free of trash, debris or other unsatisfactory materials at the time of backfill placement.
- Trench zone backfill should be compacted to at least 90 percent of the laboratory maximum dry density as per ASTM D1557 test method. At least the upper 1 foot of trench backfill underlying pavement should be compacted to at least 95 percent of the laboratory maximum dry density as per ASTM D1557 test method.
- Particles larger than 1 inch should not be placed within 12 inches of the pavement subgrade. No more than 30 percent of the backfill volume should be larger than ¾-inch in the largest dimension. Gravel should be well mixed with finer soil. Rocks

larger than 3 inches in the largest dimension should not be placed as trench backfill.

- Trench backfill should be compacted by mechanical methods, such as sheepsfoot, vibrating or pneumatic rollers or mechanical tampers to achieve the density specified herein. The backfill materials should be brought to within ± 3 percent of optimum moisture content for coarse-grained soil, and between optimum and 2 percent above optimum for fine-grained soil, then placed in horizontal layers. The thickness of uncompacted layers should not exceed 8 inches. Each layer should be evenly spread, moistened or dried as necessary, and then tamped or rolled until the specified density has been achieved.
- The contractor should select the equipment and processes to be used to achieve the specified density without damage to adjacent ground, structures, utilities and completed work.
- The field density of the compacted soil should be measured by the ASTM D1556 (Sand Cone) or ASTM D6938 (Nuclear Gauge) or equivalent.
- Observations and field tests should be performed by the project soils consultant to confirm that the required degree of compaction has been obtained. Where compaction is less than that specified, additional compactive effort should be made with adjustment of the moisture content as necessary, until the specified compaction is obtained.
- It should be the responsibility of the contractor to maintain safe working conditions during all phases of construction.
- Trench backfill should not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations should not resume until field tests by the project's geotechnical consultant indicate that the moisture content and density of the fill are in compliance with project specifications.

11.0 DESIGN AND CONSTRUCTION RECOMMENDATIONS

11.1 General Evaluation

The various design recommendations provided in this section are based on the assumption that in preparing the site, the above earthwork and grading recommendations will be implemented.

11.2 Foundation Type and Bearing Pressures

The water reservoir can be founded on a ring footing and its roof (dome) will be supported by the wall having continuous footings. Continuous and isolated spread footings should be at least 18 inches wide and embedded at least 18 inches below the lowest adjacent soil grade. Actual footing widths and reinforcement should be based on structural design. Footings placed on recompacted soil at a depth of 18 inches below lowest adjacent grade may be designed based on an allowable net bearing capacity of 2,500 pounds per square foot (psf).

The allowable net bearing capacity is defined as the maximum allowable net bearing pressure on the ground. It is obtained by dividing the net ultimate bearing capacity by a safety factor. The ultimate bearing capacity is the bearing stress at which ground fails by shear or experiences a limiting amount of settlement at the foundation. The net ultimate bearing capacity is obtained by subtracting the total overburden pressure on a horizontal plane at the foundation level from the ultimate bearing capacity.

The actual footing dimensions and reinforcement should be based on structural design. The allowable bearing capacity can be increased by 500 pounds per square foot (psf) with each foot of additional embedment and 100 psf with each foot of additional width up to a maximum of 3,500 psf.

The net allowable bearing values indicated above are for the dead loads and frequently applied live loads and are obtained by applying a factor of safety of 3.0 to the net ultimate bearing capacity. If normal code requirements are applied for design, the above vertical bearing value may be increased by 33 percent for short duration loadings, which will include loadings induced by wind or seismic forces.

11.3 Lateral Earth Pressures and Resistance to Lateral Loads

In the following subsections, the lateral earth pressures and resistance to lateral loads are estimated by using on-site native soils compacted to the average of 92 percent of laboratory maximum dry density.

11.3.1 Active Earth Pressures

The active earth pressure behind wall of water reservoir depends primarily on the allowable wall movement, type of backfill materials, backfill slopes, wall inclination, surcharges, and any hydrostatic pressures. The estimated lateral earth pressures are presented in the following table.

Table No. 7, Equivalent Fluid Pressure

Equivalent Fluid Pressure, pcf	
Active earth condition (Free to deflect, level backfill)	46
At-rest (wall is restrained)	68
Seismic pressure on unrestrained (yielding)/retaining walls (at the top of reverse triangle where H is the height of the wall)	30 H

11.3.2 Passive Earth Pressure

Resistance to lateral loads can be assumed to be provided by friction acting at the base of foundations and by passive earth pressure. An ultimate coefficient of friction of 0.35 between concrete and native soils may be used with the dead load forces. An allowable passive earth pressure of 235 psf per foot of depth may be used for the sides of footings poured against recompacted native soils from upper depths. A factor of safety of 1.5 was applied in

calculating passive earth pressure. The maximum value of the passive earth pressure should be limited to 2,500 psf for recompacted soil.

Vertical and lateral bearing values indicated above are for the total dead loads and frequently applied live loads. If normal code requirements are applied for design, the above vertical bearing and lateral resistance values may be increased by 33 percent for short duration loading, which will include the effect of wind or seismic forces.

Due to the low overburden stress of the soil at shallow depth, the upper one foot of passive resistance should be neglected unless the soil is confined by pavement or slab.

11.4 Settlement

The settlement due to static loading of the foundations, designed as recommended above, from structural loads and short-term settlement of properly compacted fill is anticipated to be 1 inch or less. The differential settlement resulting from static loads is anticipated to be 0.5 inches or less over a horizontal distance of 40 feet.

Our analysis of the potential dynamic settlement is presented in Appendix C, *Liquefaction and Settlement Analysis*. Based on our analysis, we anticipate the reservoir site has the potential for up to 0.15 inches of seismically induced settlement. The differential settlement resulting from dynamic loads is anticipated to be half of the total dynamic settlement or less over a horizontal distance of 40 feet. Structural engineer should consider this in the design.

Generally, static and dynamic settlement does not occur at the same time. For design purposes, the structural engineer should decide whether static and dynamic settlement will be combined or not.

11.5 Temporary Sloped Excavations

Based on the materials encountered in the exploratory borings, temporary excavations may be supported by shoring or constructed according to the slope ratios presented in the following table. Temporary cuts encountering soft and wet fine-grained soils, dry loose, cohesionless soils, or loose fill from trench backfill may have to be constructed at a flatter gradient than presented below.

Table No. 8 Slope Ratios for Temporary Excavations

Soil Type	OSHA Soil Type	Depth of Cut (feet)	Recommended Maximum Slope (Horizontal:Vertical)[1]
Silty Sand (SM), Sandy Silt (ML), Sand with Silt (SP-SM), Sand (SP), Sandy Clay (CL)	C	0-10	1:1
		10-20	1.5:1

[1] Slope ratio assumed to be uniform from top to toe of slope.

For shallow excavations up to 4 feet bgs, wall slope can be vertical. For steeper temporary construction slopes or deeper excavations, or unstable soil encountered during the excavation, shoring or trench shields should be provided by the contractor as necessary to protect the workers in the excavation.

Surfaces exposed in sloped excavations should be kept moist but not saturated to retard raveling and sloughing during construction. Adequate provisions should be made to protect the slopes from erosion during periods of rainfall. Surcharge loads, including construction materials, should not be placed within 5 feet of the unsupported slope edge. Stockpiled soils with a height higher than 6 feet will require greater distance from trench edges.

All applicable requirements of the California Construction and General Industry Safety Orders, the Occupational Safety and Health Act and current amendments, and the Construction Safety Act should be met. The soil exposed in cuts should be observed during excavation by a competent person employed by the contractor. If potentially unstable soil conditions are encountered, modifications of slope ratios for temporary cuts may be required.

11.6 Shoring Design

Temporary shoring will be required where open sloped excavations will not be feasible due to unstable soils or due to nearby existing structures or facilities. Temporary shoring may consist of conventional soldier piles and lagging or sheet piles or any piles selected by contractor. The shoring for the pipe excavations may be laterally supported by walers and cross bracing or may be cantilevered. Drilled excavations for soldier piles will require the use of drilling fluids to prevent caving and to maintain an opened hole for pile installation.

The active earth pressure behind any shoring depends primarily on the allowable movement, type of backfill materials, backfill slopes, wall inclination, surcharges, and any hydrostatic pressures.

The lateral earth pressures to be used in the design of shoring is presented in the following table.

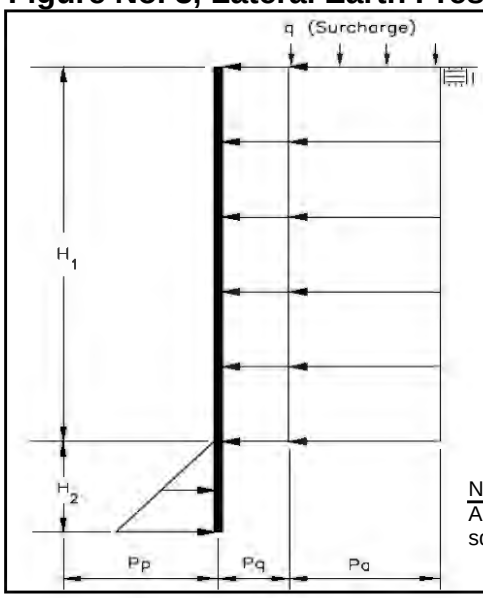
Table No. 9, Lateral Earth Pressures for Temporary Shoring

Lateral Resistance Soil Parameters*	Value
Active Earth Pressure (Braced Shoring) (psf) (A)	31
Active Earth Pressure (Cantilever Shoring) (psf) (B)	48
At-Rest Earth Pressure (Cantilever Shoring) (psf) (C)	68
Passive earth pressure (psf per foot of depth) (D)	235
Maximum allowable bearing pressure against native soils (psf) (E)	2,500
Coefficient of friction between sheet pile and native soils, fs (F)	0.25

* Parameters A through F are used in Figures No. 4 and 5 on the next page.

Restrained (braced) shoring systems should be designed based on Figure No. 3, *Lateral Earth Pressures for Temporary Braced Excavation* to support a uniform rectangular lateral earth pressure.

Figure No. 3, Lateral Earth Pressures for Temporary Braced Excavation



Total Earth Pressure, P

P = Pq + Pa

Pq = 0.5q - incremental surcharge pressure

Pa = (A)H_1 - active earth pressure (Braced walls)

Lateral Pressure Resistance

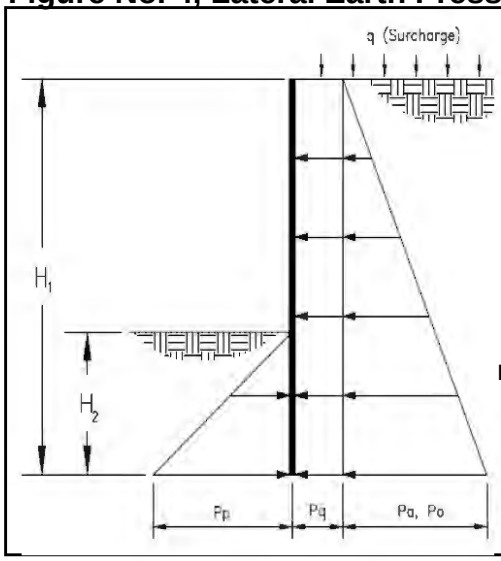
Pp = (D) H_2 ≤ (E) psf - passive earth pressure (on native soils)

μ = (F) - ultimate friction coefficient between steel sheet piles and soil

Note:
All values of height (H) in feet, pressure (P) and surcharge (q) in pounds per square foot (psf).

Unrestrained (cantilever) design of cantilever shoring consisting of soldier piles spaced at least two diameters on-center or sheet piles, can be based on Figure No. 4, *Lateral Earth Pressures on Temporary Cantilever Wall*.

Figure No. 4, Lateral Earth Pressures on Temporary Cantilever Wall



Total Earth Pressure, P

P = Pq + Pa, Po

Pq = 0.5q	- incremental surcharge pressure
Pa = (B)H_1	- active earth pressure (Un-restrained)
Po = (C)H_1	- at rest earth pressure (Restrained)

Lateral Pressure Resistance

Pp = (D) H_2 ≤ (E) psf	- passive earth pressure (on native soils)
μ = (F)	- ultimate friction coefficient between steel sheet piles and soil

Note:
All values of height (H) in feet, pressure (P) and surcharge (q) in pounds per square foot (psf).

The provided pressures assume no hydrostatic pressures. If hydrostatic pressures are allowed to build up, the incremental earth pressures below the ground-water level should be reduced by 50 percent and added to hydrostatic pressure for total lateral pressure.

Passive resistance includes a safety factor of 1.5. The upper 1 foot for passive resistance should be ignored unless the surface is confined by a pavement or slab.

In addition to the lateral earth pressure, surcharge pressures due to miscellaneous loads, such as soil stockpiles, vehicular traffic or construction equipment located adjacent to the shoring, should be included in the design of the shoring. A uniform lateral pressure of 100 psf should be included in the upper 10 feet of the shoring to account for normal vehicular and construction traffic within 10 feet of the trench excavation. As previously mentioned, all shoring should be designed and installed in accordance with state and federal safety regulations.

The contractor should have provisions for soldier pile and sheet pile removal. All voids resulting from removal of shoring should be filled. The method for filling voids should be selected by the contractor, depending on construction conditions, void dimensions and available materials. The acceptable materials, in general, should be non-deleterious, and able to flow into the voids created by shoring removal (e.g., concrete slurry, “pea” gravel, etc.).

Excavations for the proposed pipeline should not extend below a 1:1 horizontal:vertical (H:V) plane extending from the bottom of any existing structures, utility lines or streets. Any proposed excavation should not cause loss of bearing and/or lateral supports of the existing utilities or streets.

If the excavation extends below a 1:1 (H:V) plane extending from the bottom of the existing structures, utility lines or streets, a maximum of 10 feet of slope face parallel to

the existing improvement should be exposed at a time to reduce the potential for instability. Backfill should be accomplished in the shortest period of time and in alternating sections.

11.7 Soil Corrosivity

The results of chemical testing of three representative samples of site soils were evaluated for corrosivity evaluation with respect to common construction materials such as concrete and steel. The test results are presented in Appendix B, *Laboratory Testing Program*, Summary of Corrosivity Test Results, and are discussed below.

The sulfate contents of the soils tested correspond to American Concrete Institute (ACI) exposure category S0 for these sulfate concentration (ACI 318-14, Table 19.3.1.1) ACI recommends a minimum compressive strength of 2,500 psi for exposure category S0 in ACI 318-14, Table 19.3.2.1.

We anticipate that concrete structures such as footings, slabs, pavement and flatwork will be exposed to moisture from precipitation and irrigation. Based on the project location and the results of chloride testing of the site soils, we do not anticipate that concrete structures will be exposed to external sources of chlorides, such as deicing chemicals, salt, brackish water, or seawater. ACI specifies exposure category C1 where concrete is exposed to moisture, but not to external sources of chlorides (ACI 318-14, Table 19.3.1.1). ACI provides concrete design recommendations in ACI 318-14, Table 19.3.2.1, including a minimum compressive strength of 2,500 psi, and a maximum chloride content of 0.3 percent.

According to Romanoff, 1957, the following table provides general guidelines of soil corrosion based on electrical resistivity.

Table No. 10, Correlation Between Resistivity and Corrosion

Soil Resistivity (ohm-cm) per Caltrans CT 643	Corrosivity Category
Over 10,000	Mildly corrosive
2,000 – 10,000	Moderately corrosive
1,000 – 2,000	corrosive
Less than 1,000	Severe corrosive

The measured values of the minimum electrical resistivities when saturated were between 3,682 and 10,595 Ohm-cm. This indicates that the soils tested are mild to moderately corrosive for ferrous metals in contact with the soils. Converse does not practice in the area of corrosion consulting. If needed, a qualified corrosion consultant should provide appropriate corrosion mitigation measures for ferrous metals in contact with the site soil.

11.8 Pavement Design and Construction

Pavement has been designed based on R-value of 22. The site soils may be substantially mixed during construction and the R-value of the final sub-grade soils is likely to be different. The R-value of the sub-grade soils should be determined and the pavement structural sections should be reevaluated during construction.

Asphalt concrete pavement structural sections corresponding to Traffic Indices (TI) 5.0, 6.0, 7.0, and 8.0 are summarized in the following table.

Table No. 11, Preliminary Pavement Sections

Traffic Index	Preliminary Pavement Section		
	Asphalt Concrete (inches)	Aggregate Base (inches)	Full Depth Asphalt (inches)
5.0	4.5	4.0	6.0
6.0	6.0	5.0	7.5
7.0	7.5	6.0	8.5
8.0	9.0	7.0	10.0

Pavement sub-grade should be prepared in accordance with Section 301 of the Standard Specifications for Public Works Construction (SSPWC, Public Works Standard, 2021). The upper 12 inches of sub-grade should be compacted to at least 95 percent of the laboratory maximum dry density as per ASTM Standard D1557 test method.

Base materials should conform to Section 200-2.2, "Crushed Aggregate Base," of the current SSPWC and should be placed in accordance with Section 301.2 of the SSPWC. Asphaltic concrete materials should conform to Section 203 of the SSPWC and should be placed in accordance with Section 302.5 of the SSPWC.

12.0 GEOTECHNICAL SERVICES DURING CONSTRUCTION

This report has been prepared to aid in the evaluation of the site, to prepare site grading recommendations, and to assist the structural engineer with the design of the proposed structures. Recommendations presented herein are based upon the assumption that earthwork monitoring will be provided by a qualified geotechnical consultant.

All excavation bottoms should be observed by a geotechnical representative prior to fill placement. Structural fill and backfill should be placed and compacted during continuous observation and testing. It is recommended that the footing excavations should be observed by a geotechnical consultant representative prior to placement of steel and concrete, to ensure that foundations are founded on satisfactory materials and excavations are free of loose and disturbed materials.

13.0 CLOSURE

This report is prepared for the project described herein and is intended for use solely by Carollo Engineers, Inc., the City of Redlands, and their authorized agents, to assist in the design and construction of the proposed project. Our findings and recommendations were obtained in accordance with generally accepted professional principles practiced in geotechnical engineering. We make no other warranty, either expressed or implied.

Converse Consultants is not responsible or liable for any claims or damages associated with interpretation of available information provided to others. Site exploration identifies actual soil conditions only at those points where samples are taken, when they are taken. Data derived through sampling and laboratory testing is extrapolated by Converse employees who render an opinion about the overall soil conditions. Actual conditions in areas not sampled may differ. In the event that changes to the project occur, or additional, relevant information about the project is brought to our attention, the recommendations contained in this report may not be valid unless these changes and additional relevant information is reviewed, and the recommendations of this report are modified or verified in writing. In addition, the recommendations can only be finalized by observing actual subsurface conditions revealed during construction. Converse cannot be held responsible for misinterpretation or changes to our recommendations made by others during construction.

As the project evolves, continued consultation and construction monitoring by a qualified geotechnical consultant should be considered an extension of geotechnical investigation services performed to date. The geotechnical consultant should review plans and specifications to verify that the recommendations presented herein have been appropriately interpreted, and that the design assumptions used in this report are valid. Where significant design changes occur, Converse may be required to augment or modify the recommendations presented herein. Subsurface conditions may differ in some locations from those encountered in the explorations, and may require additional analyses and, possibly, modified recommendations.

Design recommendations given in this report are based on the assumption that the recommendations contained in this report are implemented. Additional consultation may be prudent to interpret Converse's findings for contractors, or to possibly refine these recommendations based upon the review of the actual site conditions encountered during construction. If the scope of the project changes, if project completion is to be delayed, or if the report is to be used for another purpose, this office should be consulted.

14.0 REFERENCES

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Appendix A

Field Exploration

APPENDIX A

FIELD EXPLORATION

Our field investigation included a site reconnaissance and a subsurface exploration program consisting of drilling soil borings. During the site reconnaissance, the surface conditions were noted, and the borings were marked at locations approved by Mr. Miko Aivazian with Carollo Engineers, Inc. The boring locations were established in the field using approximate distances from local streets as well as existing features as a guide and should be considered accurate only to the degree implied by the method used to locate them.

Five exploratory borings (BH-01 through BH-05) were drilled on January 20, 2023, to investigate the subsurface conditions. The planned and actual depth of the borings are presented in the following table.

Table No. A-1, Summary of the Borings

Boring No.	Boring Depth (ft, bgs)		Groundwater Depth (ft, bgs)	Date Completed
	Proposed	Completed		
BH-01	30.0	31.5	N/E	1/20/2023
BH-02	30.0	31.5	N/E	1/20/2023
BH-03	30.0	31.5	N/E	1/20/2023
BH-04	30.0	31.5	N/E	1/20/2023
BH-05	60.0	61.5	N/E	1/20/2023

The borings were advanced using a truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers for soils sampling. Encountered materials were continuously logged by a Converse Geologist and classified in the field by visual classification in accordance with the Unified Soil Classification System. Where appropriate, the field descriptions and classifications have been modified to reflect laboratory test results.

Relatively undisturbed samples were obtained using California Modified Samplers (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin sample rings. The steel ring sampler was driven into the bottom of the borehole with successive drops of a 140-pound driving weight falling 30 inches. Blow counts at each sample interval are presented on the boring logs. Samples were retained in brass rings (2.4 inches inside diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the Converse laboratory. Bulk samples of typical soil types were also obtained in plastic bags.

Standard Penetration Testing (SPT) was also performed in accordance with the ASTM Standard D1586 test using 1.4 inches inside diameter and 2.0 inches outside diameter

split-barrel sampler. The mechanically driven hammer for the SPT sampler was 140 pounds, falling 30 inches for each blow. The recorded blow counts for every 6 inches for a total of 1.5 feet of sampler penetration are shown on the Logs of Borings.

The exact depths at which material changes occur cannot always be established accurately. Unless a more precise depth can be established by other means, changes in material conditions that occur between drive samples are indicated on the logs at the top of the next drive sample.

Following the completion of logging and sampling, the borings were backfilled with soil cuttings and compacted by pushing down with an auger using the drill rig weight. If construction is delayed, the surface of the borings may settle over time. We recommend the owner monitor the boring locations and backfill any depressions that might occur or provide protection around the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

For a key to soil symbols and terminology used in the boring logs, refer to Drawing Nos. A-1a and A-1b, *Unified Soil Classification and Key to Boring Log Symbols*. For logs of borings, see Drawing Nos. A-2 through A-6, *Logs of Borings*. All elevations are based on Google Earth.

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

FIELD AND LABORATORY TESTS

C	Consolidation (ASTM D 2435)
CL	Collapse Potential (ASTM D 4546)
CP	Compaction Curve (ASTM D 1557)
CR	Corrosion, Sulfates, Chlorides (CTM 643-99; 417; 422)
CU	Consolidated Undrained Triaxial (ASTM D 4767)
DS	Direct Shear (ASTM D 3080)
EI	Expansion Index (ASTM D 4829)
M	Moisture Content (ASTM D 2216)
OC	Organic Content (ASTM D 2974)
P	Permeablility (ASTM D 2434)
PA	Particle Size Analysis (ASTM D 6913 [2002])
PI	Liquid Limit, Plastic Limit, Plasticity Index (ASTM D 4318)
PL	Point Load Index (ASTM D 5731)
PM	Pressure Meter
PP	Pocket Penetrometer
R	R-Value (CTM 301)
SE	Sand Equivalent (ASTM D 2419)
SG	Specific Gravity (ASTM D 854)
SW	Swell Potential (ASTM D 4546)
TV	Pocket Torvane
UC	Unconfined Compression - Soil (ASTM D 2166)
	Unconfined Compression - Rock (ASTM D 7012)
UU	Unconsolidated Undrained Triaxial (ASTM D 2850)
UW	Unit Weight (ASTM D 2937)
WA	Passing No. 200 Sieve

BORING LOG SYMBOLS

SAMPLE TYPE

- STANDARD PENETRATION TEST — Split barrel sampler in accordance with ASTM D-1586-84 Standard Test Method
- DRIVE SAMPLE — 2.42" I.D. sampler (CMS).
- DRIVE SAMPLE — No recovery
- BULK SAMPLE
- GROUNDWATER WHILE DRILLING
- GROUNDWATER AFTER DRILLING

DRILLING METHOD SYMBOLS

- Auger Drilling
- Mud Rotary Drilling
- Dynamic Cone or Hand Driven
- Diamond Core

UNIFIED SOIL CLASSIFICATION AND KEY TO BORING LOG SYMBOLS

Converse Consultants

New 2.5 MG DN Tank and Pump Station at the
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City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. 21-81-276-01

Drawing No. A-1a

CONSISTENCY OF COHESIVE SOILS

Descriptor	Unconfined Compressive Strength (tsf)	SPT Blow Counts	Pocket Penetrometer (tsf)	CA Sampler	Torvane (tsf)	Field Approximation
Very Soft	<0.25	< 2	<0.25	<3	<0.12	Easily penetrated several inches by fist
Soft	0.25 - 0.50	2 - 4	0.25 - 0.50	3 - 6	0.12 - 0.25	Easily penetrated several inches by thumb
Medium Stiff	0.50 - 1.0	5 - 8	0.50 - 1.0	7 - 12	0.25 - 0.50	Can be penetrated several inches by thumb with moderate effort
Stiff	1.0 - 2.0	9 - 15	1.0 - 2.0	13 - 25	0.50 - 1.0	Readily indented by thumb but penetrated only with great effort
Very Stiff	2.0 - 4.0	16 - 30	2.0 - 4.0	26 - 50	1.0 - 2.0	Readily indented by thumbnail
Hard	>4.0	>30	>4.0	>50	>2.0	Indented by thumbnail with difficulty

APPARENT DENSITY OF COHESIONLESS SOILS

Descriptor	SPT N_{60}- Value (blows / foot)	CA Sampler
Very Loose	<4	<5
Loose	4- 10	5 - 12
Medium Dense	11 - 30	13 - 35
Dense	31 - 50	36 - 60
Very Dense	>50	>60

MOISTURE

Descriptor	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table

PERCENT OF PROPORTION OF SOILS

Descriptor	Criteria
Trace (fine)/ Scattered (coarse)	Particles are present but estimated to be less than 5%
Few	5 to 10%
Little	15 to 25%
Some	30 to 45%
Mostly	50 to 100%

SOIL PARTICLE SIZE

Descriptor		Size
Boulder		> 12 inches
Cobble		3 to 12 inches
Gravel	Coarse	3/4 inch to 3 inches
	Fine	No. 4 Sieve to 3/4 inch
Sand	Coarse	No. 10 Sieve to No. 4 Sieve
	Medium	No. 40 Sieve to No. 10 Sieve
	Fine	No. 200 Sieve to No. No. 40 Sieve
Silt and Clay		Passing No. 200 Sieve

PLASTICITY OF FINE-GRAINED SOILS

Descriptor	Criteria
Nonplastic	A 1/8-inch thread cannot be rolled at any water content.
Low	The thread can barely be rolled, and the lump cannot be formed when drier than the plastic limit.
Medium	The thread is easy to roll, and not much time is required to reach the plastic limit; it cannot be rerolled after reaching the plastic limit. The lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rerolled several times after reaching the plastic limit. The lump can be formed without crumbling when drier than the plastic limit.

CEMENTATION/ Induration

Descriptor	Criteria
Weak	Crumbles or breaks with handling or little finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

NOTE: This legend sheet provides descriptions and associated criteria for required soil description components only. Refer to Caltrans Soil and Rock Logging, Classification, and Presentation Manual (2010), Section 2, for tables of additional soil description components and discussion of soil description and identification.

UNIFIED SOIL CLASSIFICATION AND KEY TO BORING LOG SYMBOLS

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City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. Drawing No.
21-81-276-01 **A-1b**

Log of Boring No. BH-01

Date Drilled: 1/20/2023 Logged by: Stephen McPherson Checked By: Hashmi Quazi

Equipment: 8" DIAMETER HOLLOW STEM AUGER Driving Weight and Drop: 140 lbs / 30 in

Ground Surface Elevation (ft): 1185 Depth to Water (ft, bgs): NOT ENCOUNTERED

Depth (ft)	Graphic Log	SUMMARY OF SUBSURFACE CONDITIONS This log is part of the report prepared by Converse for this project and should be read together with the report. This summary applies only at the location of the Boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered.	SAMPLES DRIVE	SAMPLES BULK	BLOWS	MOISTURE (%)	DRY UNIT WT. (pcf)	OTHER
		12" ASPHALT CONCRETE/ NO BASE						
		ALLUVIUM **SILTY SAND (SM):** fine to medium-grained, trace clay, loose, moist, dark brown.	■		1/3/4	12	106	
5			■	▨	3/4/6	12	106	CR
			■	▨	3/4/5	4	105	DS
10			■		3/5/6	8	101	
15		-@15.0': medium dense.	■		5/8/9	12	102	C
20			╳		3/6/7	11		EI, PA
25		-@25': dense.	■		10/16/22	9	96	
30		**SAND WITH SILT (SP-SM):** fine to coarse-grained, dense, moist, gray.	╳		10/15/17	3		PA
		End of boring at 31.5 feet bgs. Groundwater not encountered. Borehole backfilled with soil cuttings and compacted by pushing down with an auger using drill rig weight on						

Converse Consultants

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Drawing No. A-2

Log of Boring No. BH-02

Date Drilled: 1/20/2023 Logged by: Stephen McPherson Checked By: Hashmi Quazi

Equipment: 8" DIAMETER HOLLOW STEM AUGER Driving Weight and Drop: 140 lbs / 30 in

Ground Surface Elevation (ft): 1183 Depth to Water (ft, bgs): NOT ENCOUNTERED

Depth (ft)	Graphic Log	SUMMARY OF SUBSURFACE CONDITIONS This log is part of the report prepared by Converse for this project and should be read together with the report. This summary applies only at the location of the Boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered.	SAMPLES DRIVE	SAMPLES BULK	BLOWS	MOISTURE (%)	DRY UNIT WT. (pcf)	OTHER
		6" ASPHALT CONCRETE/ NO BASE						
		ALLUVIUM **SANDY SILT / SILTY SAND (ML/SM):** fine to medium-grained sand, trace clay, loose, moist, dark brown.	■	▨	3/3/4	10	104	EI, R, PA
5			■		2/3/4	10	99	
			■		3/5/6	5	100	
10			■		3/4/6	8	98	
15		**SANDY SILT (ML):** fine-grained sand, stiff, moist, dark brown.	■		4/6/8	21	97	CL, DS
20		-@20.0': very stiff.	╳		6/7/9	13		
25		-@21': hard.	■		11/20/33	6	110	
30		**SAND (SP):** fine to coarse-grained, scattered gravel up to 1 inch maximum dimension, moist, dense, gray. End of boring at 31.5 feet bgs. Groundwater not encountered. Borehole backfilled with soil cuttings and compacted by pushing down with an auger using drill rig weight on	╳		10/16/26	2		

Converse Consultants

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Drawing No. A-3

Log of Boring No. BH-03

Date Drilled: 1/20/2023 Logged by: Stephen McPherson Checked By: Hashmi Quazi

Equipment: 8" DIAMETER HOLLOW STEM AUGER Driving Weight and Drop: 140 lbs / 30 in

Ground Surface Elevation (ft): 1186 Depth to Water (ft, bgs): NOT ENCOUNTERED

Depth (ft)	Graphic Log	SUMMARY OF SUBSURFACE CONDITIONS This log is part of the report prepared by Converse for this project and should be read together with the report. This summary applies only at the location of the Boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered.	SAMPLES DRIVE	SAMPLES BULK	BLOWS	MOISTURE (%)	DRY UNIT WT. (pcf)	OTHER
		9" ASPHALT CONCRETE/ NO BASE						
		ALLUVIUM	■		9/9/9	19	102	
		SANDY SILT (ML): fine to medium-grained, trace clay, stiff, moist, dark brown.						EI, CP
		-@3.5': loose.	■	▨	3/3/4	10	101	
5			■	▨	3/3/4	8	103	
			■		3/4/6	8	95	
10								
15		medium stiff, moist, dark brown	☒		3/4/4	18		PA
20		-@19.0': stiff.	■		6/10/15	14	105	CL
25		-@24.0': very stiff	☒		7/9/12	14		
30		**SAND (SP):** fine to coarse-grained, trace clay, dense, moist, grayish brown.	■		12/19/31	6	111	
		End of boring at 31.5 feet bgs. Groundwater not encountered. Borehole backfilled with soil cuttings and compacted by pushing down with an auger using drill rig weight on						

Converse Consultants

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Drawing No. A-4

Log of Boring No. BH-04

Date Drilled: 1/20/2023 Logged by: Stephen McPherson Checked By: Hashmi Quazi

Equipment: 8" DIAMETER HOLLOW STEM AUGER Driving Weight and Drop: 140 lbs / 30 in

Ground Surface Elevation (ft): 1186 Depth to Water (ft, bgs): NOT ENCOUNTERED

Depth (ft)	Graphic Log	SUMMARY OF SUBSURFACE CONDITIONS This log is part of the report prepared by Converse for this project and should be read together with the report. This summary applies only at the location of the Boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered.	SAMPLES DRIVE	SAMPLES BULK	BLOWS	MOISTURE (%)	DRY UNIT WT. (pcf)	OTHER
		13" ASPHALT CONCRETE/ NO BASE						
		ALLUVIUM **SILTY SAND (SM):** fine to medium-grained sand, loose, moist, dark brown.						CR, CP
			■	▨	4/4/5	11	102	
5			■		4/4/5	7	98	
		-@8.5': medium dense.	■		4/6/7	4	95	
10			■		4/5/7	11	93	
15								
		SANDY SILT (ML): fine-grained sand, medium stiff, moist, dark brown.	■		6/10/11	14	107	DS, CL
20			╳		6/7/7	7		EI
25								
		SAND (SP): fine to coarse-grained, very dense, moist, grayish brown.	■		18/37/41	3	104	
30		-@30.0': dense.	╳		11/24/25	4		
		End of boring at 31.5 feet bgs. Groundwater not encountered. Borehole backfilled with soil cuttings and compacted by pushing down with an auger using drill rig weight on						

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Drawing No. A-5

Log of Boring No. BH-05

Date Drilled: 1/20/2023 Logged by: Stephen McPherson Checked By: Hashmi Quazi

Equipment: 8" DIAMETER HOLLOW STEM AUGER Driving Weight and Drop: 140 lbs / 30 in

Ground Surface Elevation (ft): 1185 Depth to Water (ft, bgs): NOT ENCOUNTERED

Depth (ft)	Graphic Log	SUMMARY OF SUBSURFACE CONDITIONS This log is part of the report prepared by Converse for this project and should be read together with the report. This summary applies only at the location of the Boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered.	SAMPLES DRIVE	SAMPLES BULK	BLOWS	MOISTURE (%)	DRY UNIT WT. (pcf)	OTHER
		9.5" ASPHALT CONCRETE/ NO BASE						
		ALLUVIUM **SILTY SAND (SM):** fine to medium-grained, trace clay, loose, moist, dark brown.	■		3/4/3	12	99	
5			■	▨	3/3/4	11	104	EI, CP
		SAND WITH SILT (SP-SM): fine to coarse-grained, loose, moist, grayish brown.	■	▨	3/4/6	4	100	
10		**SILTY SAND (SM):** fine to medium-grained, trace clay, loose, moist, dark brown.	■		4/5/6	10	95	
		-@12.0': medium dense.	■		4/7/8	7	101	
15		**SANDY SILT (ML):** medium stiff, moist, dark brown.	■		4/7/9	17	97	DS
		-@17.0"; medium dense.	☒		3/3/4	14		CR
20		-@19.5': very dense.	■		6/12/20	9	113	C
		-@22': stiff	☒		5/6/7	8		
25								
		SAND (SP): fine to coarse-grained, dense, moist, grayish brown.	■		10/24/35	3	103	
30								
			☒		11/18/19	3		

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Drawing No. A-6a

Log of Boring No. BH-05

Date Drilled: 1/20/2023 Logged by: Stephen McPherson Checked By: Hashmi Quazi

Equipment: 8" DIAMETER HOLLOW STEM AUGER Driving Weight and Drop: 140 lbs / 30 in

Ground Surface Elevation (ft): 1185 Depth to Water (ft, bgs): NOT ENCOUNTERED

Depth (ft)	Graphic Log	SUMMARY OF SUBSURFACE CONDITIONS This log is part of the report prepared by Converse for this project and should be read together with the report. This summary applies only at the location of the Boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered.	SAMPLES DRIVE	SAMPLES BULK	BLOWS	MOISTURE (%)	DRY UNIT WT. (pcf)	OTHER
		ALLUVIUM **SAND (SP):** fine to coarse-grained, dense, moist, grayish brown. -@37.0': very dense.			23/50-5.5"	3	108	
40								
		SILTY SAND (SM): fine to medium-grained, trace clay, scattered gravel up to 1 inch maximum dimension, medium dense, moist, dark brown.	X		13/9/14	11		
45								
		-@47.0': more sand content, very dense.	■	▨	46/50-6"	1	118	PA
50								
		-@52.0': dense.	X		18/24/25	8		
55								
		-@57.0': very dense.	■		26/50-3.5"	10	116	
60		**SAND (SP):** fine to coarse-grained, very densedense, moist, grayish brown.	X		25/44/44	3		

End of boring at 61.5 feet bgs.
Groundwater not encountered.
Borehole backfilled with soil cuttings and compacted by pushing down with an auger using drill rig weight on 01/20/2023.

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New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant
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Project No. 21-81-276-01

Drawing No. A-6b

Appendix B

Laboratory Testing Program

APPENDIX B

LABORATORY TESTING PROGRAM

Tests were conducted in our laboratory on representative soil samples for the purpose of classification and evaluation of their physical properties and engineering characteristics. The amount and selection of tests were based on the geotechnical parameters required for this project. Test results are presented herein and on the Logs of Borings, in Appendix A, *Field Exploration*. The following is a summary of the various laboratory tests conducted for this project.

In-Situ Moisture Content and Dry Density

In-situ dry density and moisture content tests were performed on relatively undisturbed ring samples, in accordance with ASTM Standard D2216 & D2937 to aid soils classification and to provide qualitative information on strength and compressibility characteristics of the site soils. For test results, see the Logs of Borings in Appendix A, *Field Exploration.*

Expansion Index (EI)

Five samples were tested to evaluate the expansion potential in accordance with ASTM Standard D4829. The test results are presented in the following table.

Table No. B-1, Expansion Index Test Result

Boring No.	Depth (feet)	Soil Description	Expansion Index	Expansion Potential
BH-01	20.0-21.5	Silty Sand (SM)	0	Very Low
BH-02	0.0-5.0	Sandy Silt (ML)/Silty Sand (SM)	0	Very Low
BH-03	3.0-8.0	Sandy Silt (ML)	0	Very Low
BH-04	21.0-22.5	Silty Sand (SM)	0	Very Low
BH-05	5.0-10.0	Silty Sand (SM)/Sand with Silt (SP-SM)	7	Very Low

R-value

One representative bulk soil sample was tested in accordance with California Test Method CT301 for resistance value (R-value). The test provides a relative measure of soil strength for use in pavement design. The test result is presented in the following table.

Table No. B-2, R-Value Test Result

Boring No.	Depth (feet)	Soil Classification	Measured R-value
BH-02	0-5	Sandy Silt (ML)	22

Soil Corrosivity Test (CR)

Three representative soil samples were tested to determine minimum electrical resistivity (wet condition), pH, and chemical content, including soluble sulfate and chloride concentrations. The purpose of these tests was to determine the corrosion potential of site soils when placed in contact with common construction materials. The tests were performed by AP Engineering and Testing, Inc. (Pomona, CA) in accordance with Caltrans Tests 643, 422 and 417. Test results are presented in the following table.

Table No. B-3, Summary of Soil Corrosivity Test Results

Boring No.	Depth (feet)	pH	Soluble Sulfates (CA 417) (ppm)	Soluble Chlorides (CA 422) (ppm)	Min. Resistivity (CA 643) (Ohm-cm)
BH-01	5.0-10.0	8.2	22	17	10,595
BH-04	1.0-5.0	7.8	27	20	6,862
BH-05	17.0-18.5	8.1	45	21	3,960

Collapse

To evaluate the moisture sensitivity (collapse/swell potential) of the encountered soils, three collapse tests were performed in accordance with the ASTM Standard D4546 laboratory procedure. The samples were loaded to approximately 2 kips per square foot (ksf), allowed to stabilize under load, and then submerged. The tests results are presented in the following table.

Table No. B-4, Collapse Test Results

Boring No.	Depth (ft)	Soil Classification	Percent Swell (+) Percent Collapse (-)	Collapse Potential
BH-02	15.0-16.5	Sandy Silt (ML)	-0.6	Slight
BH-03	19.0-20.5	Sandy Silt (ML)	-0.3	Slight
BH-04	21.0-22.5	Sandy Silty (ML)	0.0	None

Grain-Size Analyses

To assist in classification of soils, mechanical grain-size analyses were performed on five select samples in accordance with the ASTM Standard ASTM D6913 test method. Grain-size curves are shown in Drawing No. B-1, *Grain Size Distribution Results*.

Table No. B-5, Grain Size Distribution Test Results

Boring No.	Depth (ft)	Soil Classification	% Gravel	% Sand	%Silt	%Clay
BH-01	20.0-21.5	Silty Sand (SM)	0.0	76.7	23.3	
BH-01	30.0-31.5	Sand with Silt (SP-SM)	0.0	92.9	7.1	
BH-02	0.5-5.0	Sandy Silt (ML)/ Silty Sand (SM)	0.0	49.8	50.2	
BH-03	10.0-15.0	Sandy Silt (CL)	0.0	38.3	61.7	
BH-05	47.0-52.0	Silty Sand (SM)	0.0	71.9	28.1	

Maximum Density and Optimum Moisture Content

Laboratory maximum dry density-optimum moisture content relationship tests were performed on three representative bulk soil samples. The tests were conducted in accordance with the ASTM Standard D1557 test method. The test results are presented in Drawing No. B-2, *Moisture-Density Relationship Results,* and are summarized in the following table.

Table No. B-6, Summary of Moisture-Density Relationship Results

Boring No.	Depth (feet)	Soil Description	Optimum Moisture (%)	Maximum Density (lb/cft)
BH-03	3.0-8.0	Sandy Silt (ML), Dark Brown	9.0	127.0
BH-04	1.0-5.0	Silty Sand (SM), Dark Brown	9.5	126.0
BH-05	5.0-10.0	Silty Sand (SM)/ Sand with Silt (SP-SM), Dark to Grayish Brown	10.0	125.0

Direct Shear

Four direct shear tests were performed on relatively undisturbed samples under soaked moisture condition in accordance with ASTM D3080. For the test, three samples contained in brass sampler rings were placed, one at a time, directly into the test apparatus and subjected to a range of normal loads appropriate for the anticipated conditions. The samples were then sheared at a constant strain rate of 0.02 inch/minute. Shear deformation was recorded until a maximum of about 0.25-inch shear displacement was achieved. Ultimate strength was selected from the shear-stress deformation data and plotted to determine the shear strength parameters. For test data, including sample density and moisture content, see Drawing No. B-3 through B-6, Direct Shear Test Results, and the following table.

Table No. B-7, Summary of Direct Shear Test Results

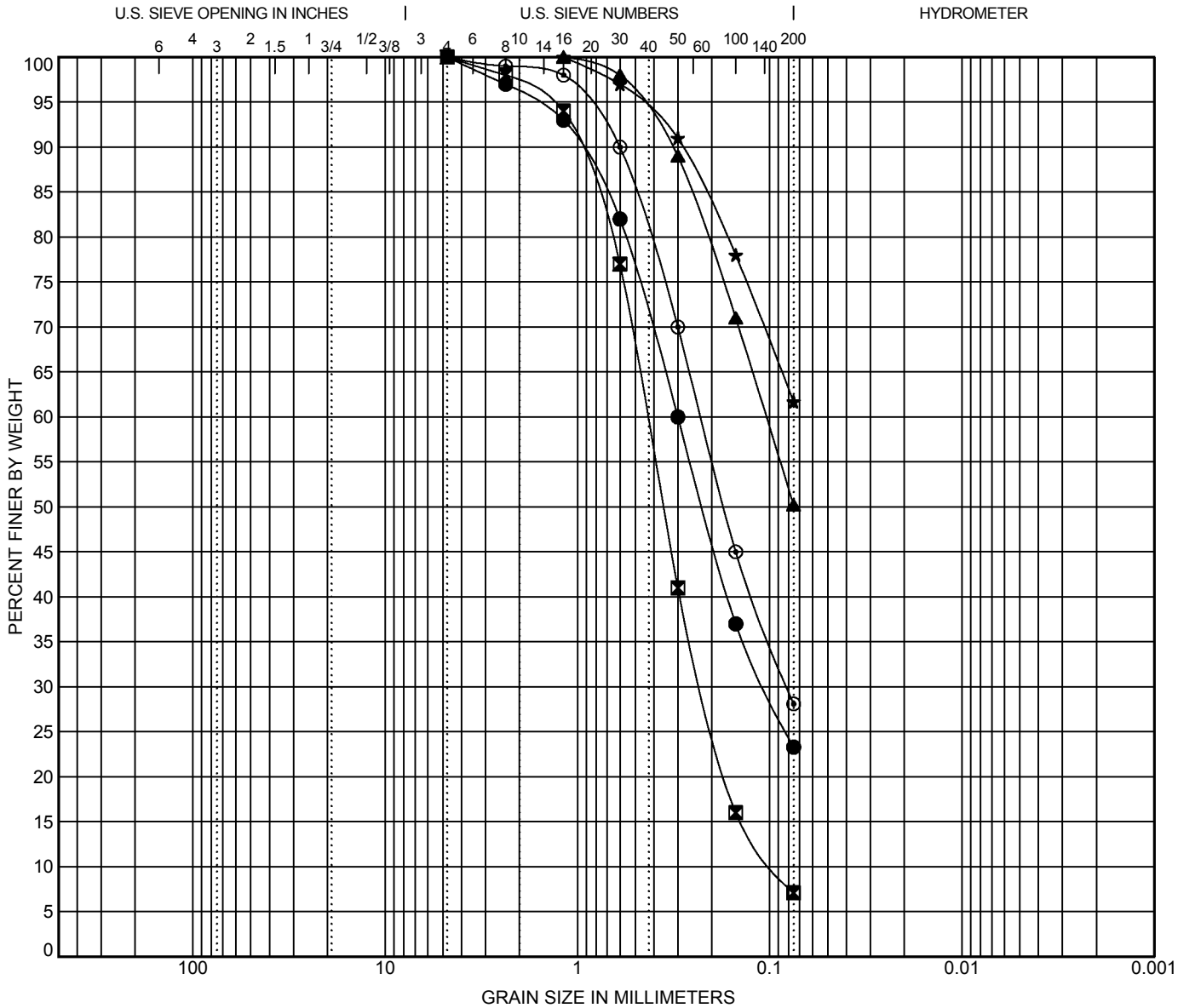
Boring No.	Depth (feet)	Soil Description	Peak Strength Parameters	
			Friction Angle (degrees)	Cohesion (psf)
BH-01	8.0-9.5	Silty Sand (SM)	31	140
BH-02	15.0-16.5	Sandy Silt (ML)	29	90
BH-04	16.0-17.5	Sandy Silt (ML)	28	150
BH-05	14.5-16.0	Sandy Silt (ML)	29	190

Consolidation Test

Two consolidation tests were conducted in accordance with ASTM Standard D2435 method. Data obtained from these tests performed on relatively undisturbed ring samples were used to evaluate the settlement characteristics of the on-site soils under load. Preparation for these tests involved trimming the sample, placing it in a 1-inch-high brass ring, and loading it into the test apparatus, which contained porous stones to accommodate drainage during testing. Normal axial loads were applied to one end of the sample through the porous stones, and the resulting deflections were recorded at various time periods. The load was increased after the sample reached a reasonable state of equilibrium. Normal loads were applied at a constant load-increment ratio, successive loads being generally twice the preceding load. For test results, including sample density and moisture content, see Drawing Nos. B-7 and B-8, *Consolidation Test Results*.

Sample Storage

Soil samples presently stored in our laboratory will be discarded 30 days after the date of this report, unless this office receives a specific request to retain the samples for a longer period.



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Boring No.	Depth (ft)	Description	LL	PL	PI	Cc	Cu
●	**BH-01**	**20.0-21.5**	**SILTY SAND (SM)**					
⊠	**BH-01**	**30.0-31.5**	**SAND WITH SILT (SP-SM)**				**1.20**	**4.60**
▲	**BH-02**	**0.5-5.0**	**SANDY SILT (ML)/SILTY SAND (SM)**					
★	**BH-03**	**14.0-15.5**	**SANDY SILT (ML)**					
⊙	**BH-05**	**47.0-52.0**	**SILTY SAND (SM)**					

	Boring No.	Depth (ft)	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	**BH-01**	**20.0-21.5**	**4.75**	**0.3**	**0.105**		**0.0**	**76.7**	**23.3**	
⊠	**BH-01**	**30.0-31.5**	**4.75**	**0.433**	**0.221**	**0.094**	**0.0**	**92.9**	**7.1**	
▲	**BH-02**	**0.5-5.0**	**1.18**	**0.104**			**0.0**	**49.8**	**50.2**	
★	**BH-03**	**14.0-15.5**	**1.18**				**0.0**	**38.3**	**61.7**	
⊙	**BH-05**	**47.0-52.0**	**4.75**	**0.227**	**0.081**		**0.0**	**71.9**	**28.1**	

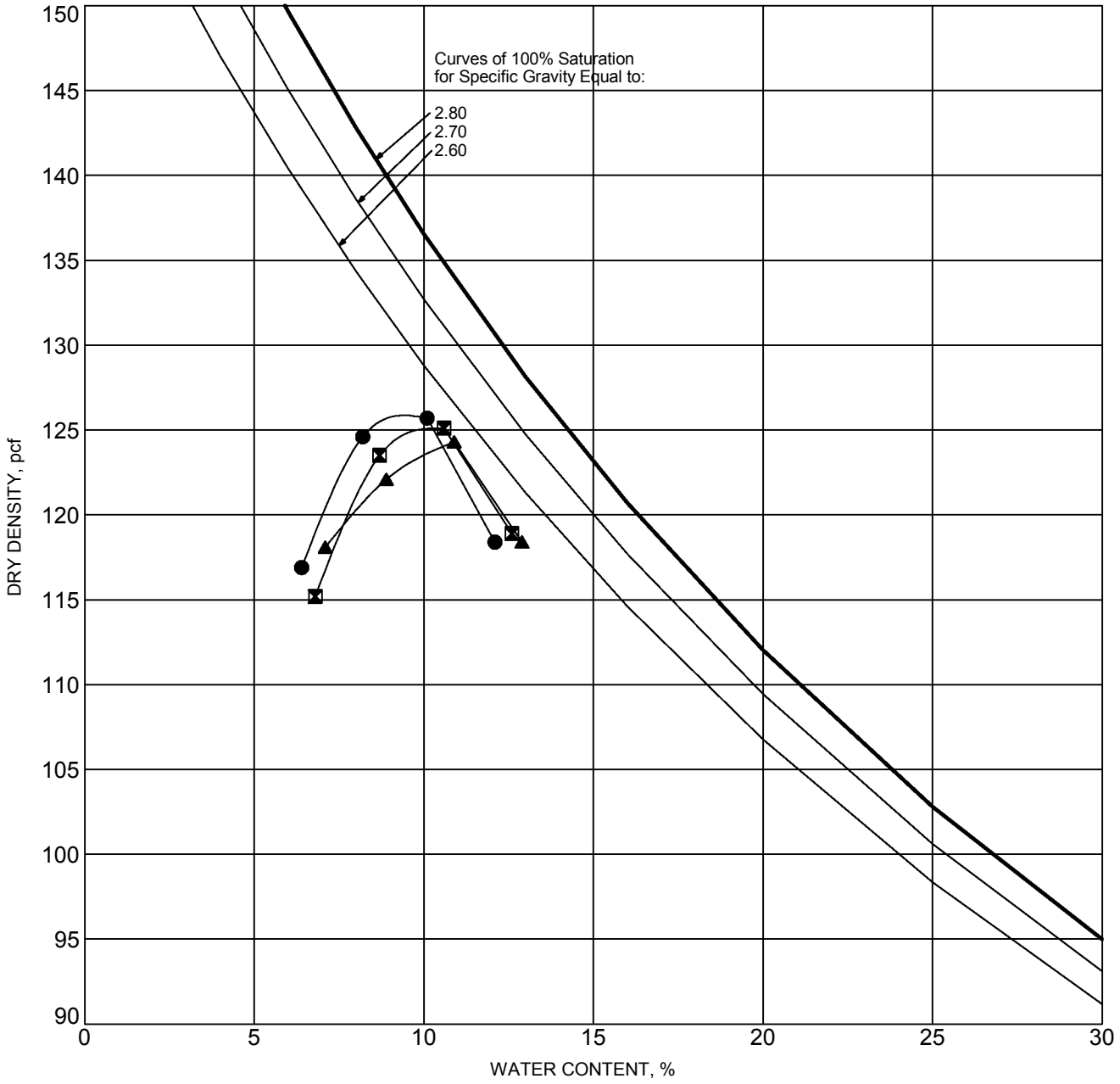
GRAIN SIZE DISTRIBUTION RESULTS

Converse Consultants

New 2.75 MG Tank and Pump Station at the
Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. **21-81-276-01**

Drawing No. **B-1**



SYMBOL	BORING NO.	DEPTH (ft)	DESCRIPTION	ASTM TEST METHOD	OPTIMUM WATER, %	MAXIMUM DRY DENSITY, pcf
●	**BH-03**	**3.0-8.0**	**SANDY SILT (ML), DARK BROWN**	**D1557 A**	**9.0**	**127**
⊠	**BH-04**	**1.0-5.0**	**SILTY SAND (SM) DARK BROWN**	**D1557 A**	**9.5**	**126**
▲	**BH-05**	**5.0-10.0**	**SILTY SAND (SM) /SAND WITH SILT (SP-SM**	**D1557 A**	**10.5**	**125**
			DARK to GRAYISH BROWN			

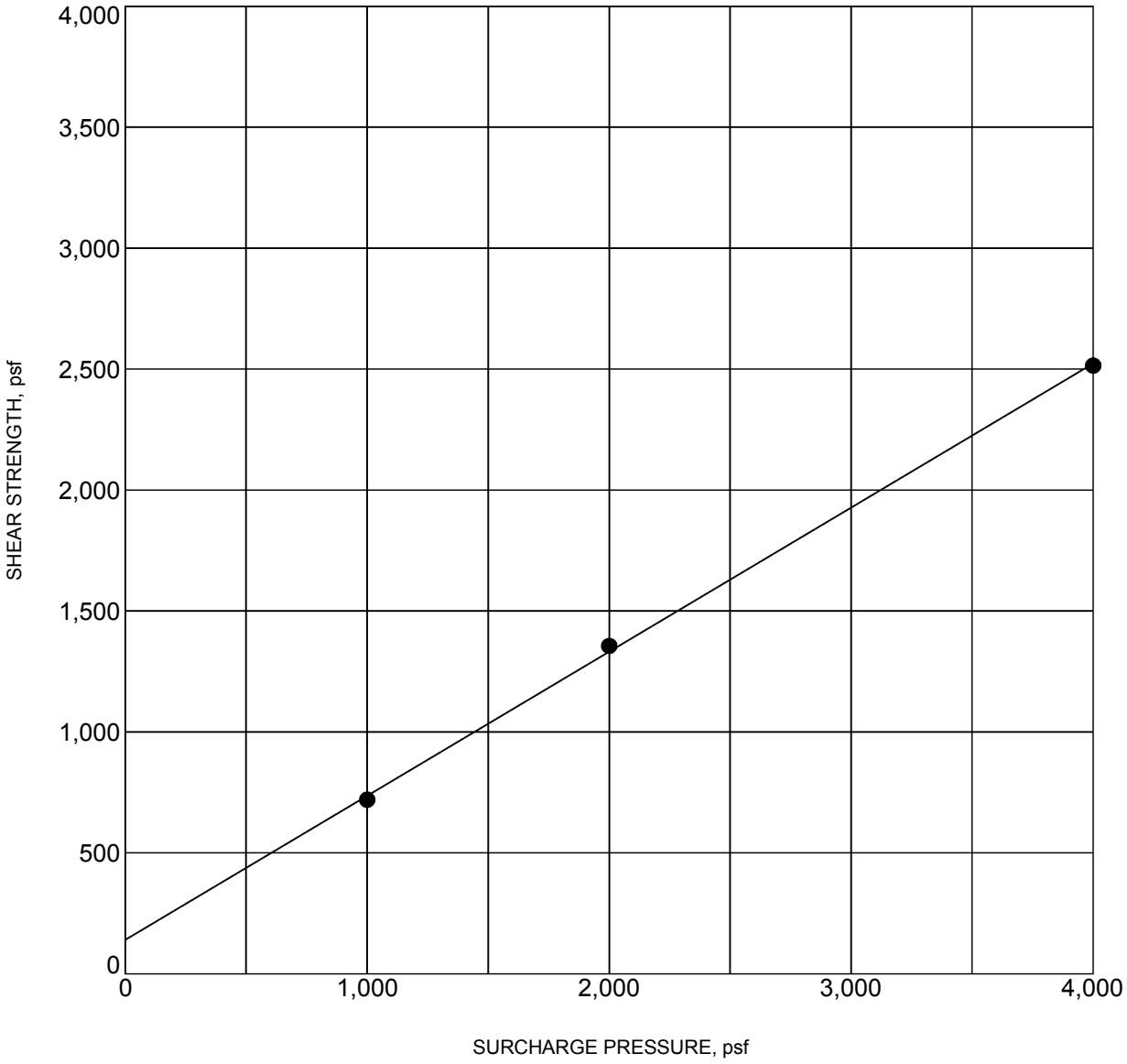
MOISTURE-DENSITY RELATIONSHIP RESULTS

Converse Consultants

New 2.75 MG Tank and Pump Station at the
Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No.
21-81-276-01

Drawing No.
B-2



BORING NO. :	**BH-01**	DEPTH (ft) :	**8.0-9.5**
DESCRIPTION :	**SILTY SAND (SM)**		
COHESION (psf) :	**140**	FRICTION ANGLE (degrees):	**31**
MOISTURE CONTENT (%) :	**4.0**	DRY DENSITY (pcf) :	**105.0**

NOTE: Ultimate Strength.

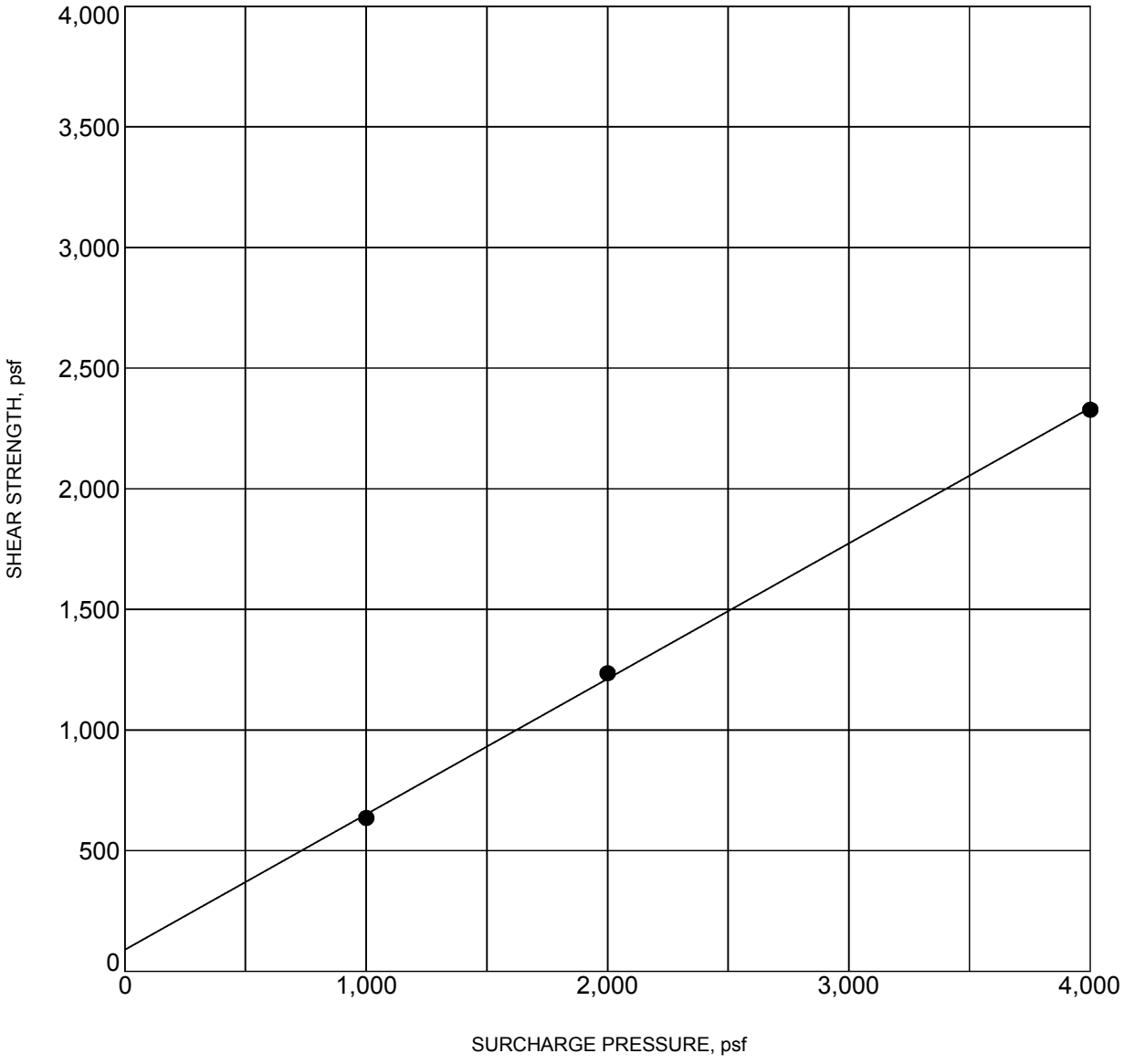
DIRECT SHEAR TEST RESULTS

Converse Consultants

New 2.75 MG Tank and Pump Station at the
Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. **21-81-276-01**

Drawing No. **B-3**



BORING NO. :	**BH-02**	DEPTH (ft) :	**15.0-16.5**
DESCRIPTION :	**SANDY SILT (ML)**		
COHESION (psf) :	**90**	FRICTION ANGLE (degrees):	**29**
MOISTURE CONTENT (%) :	**21.0**	DRY DENSITY (pcf) :	**97.0**

NOTE: Ultimate Strength.

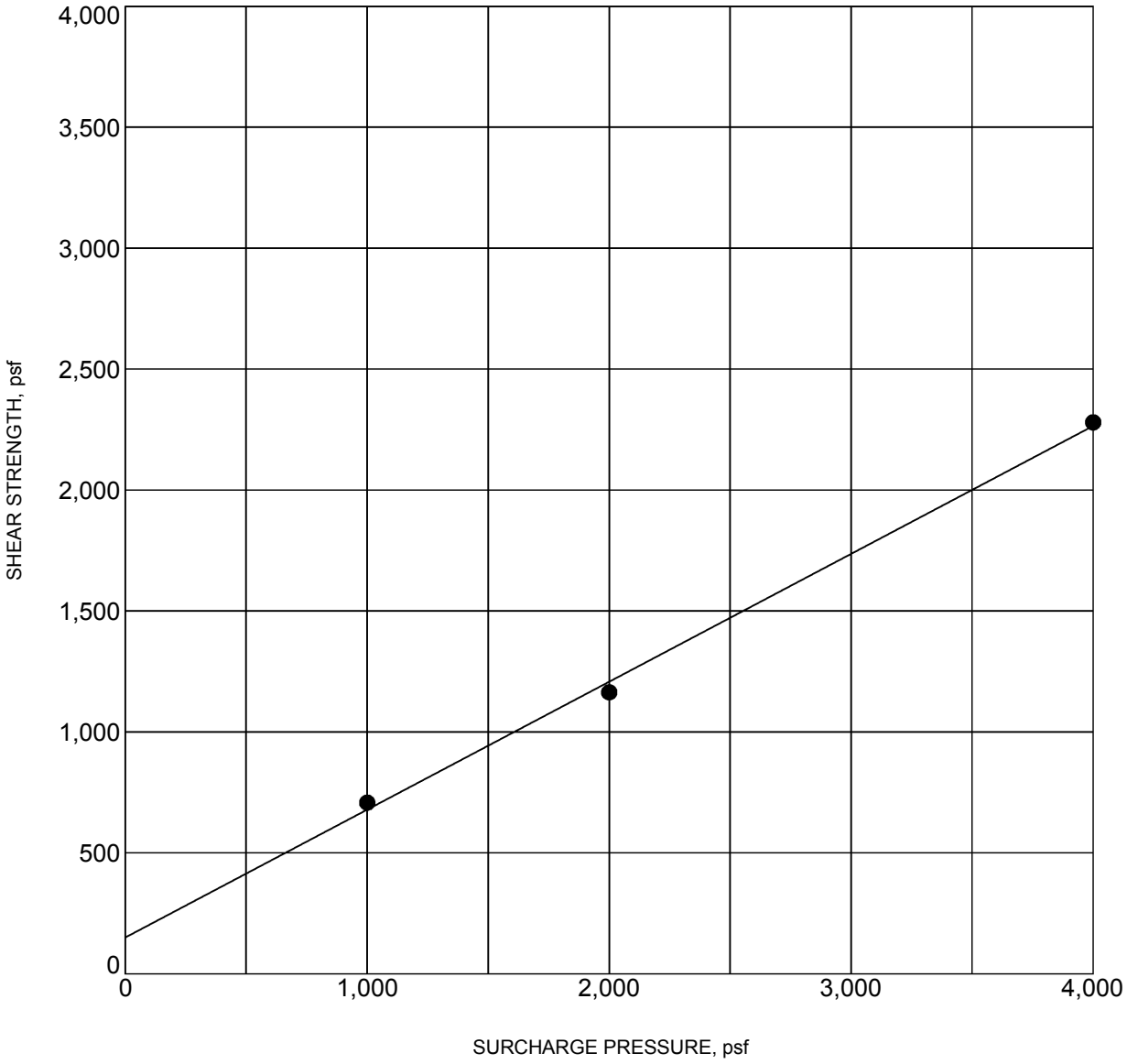
DIRECT SHEAR TEST RESULTS

Converse Consultants

New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. **21-81-276-01**

Drawing No. **B-4**



BORING NO. :	**BH-04**	DEPTH (ft) :	**16.0-17.5**
DESCRIPTION :	**SANDY SILT (ML)**		
COHESION (psf) :	**150**	FRICTION ANGLE (degrees):	**28**
MOISTURE CONTENT (%) :	**14.0**	DRY DENSITY (pcf) :	**107.0**

NOTE: Ultimate Strength.

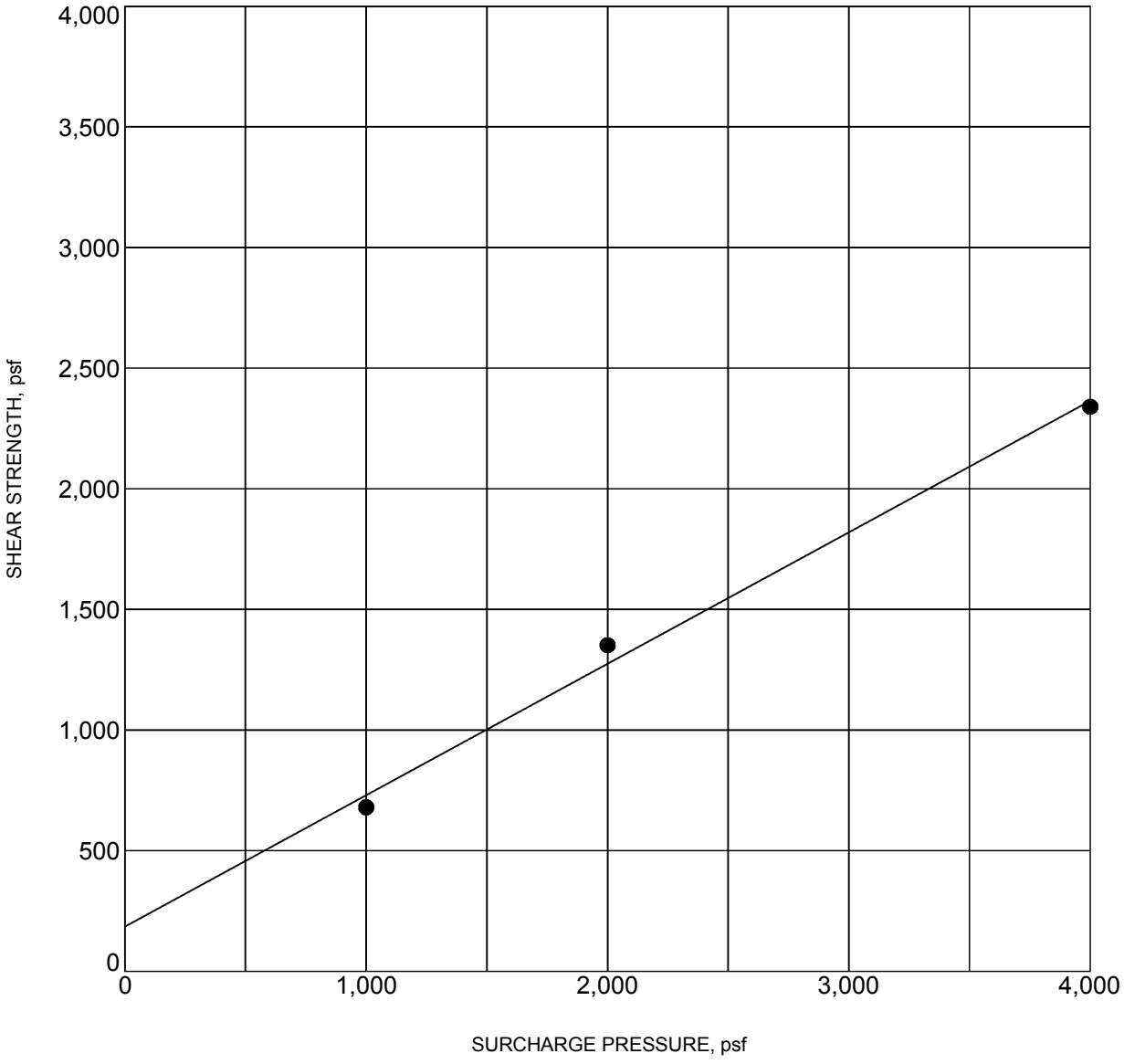
DIRECT SHEAR TEST RESULTS

Converse Consultants

New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. **21-81-276-01**

Drawing No. **B-5**



BORING NO. :	**BH-05**	DEPTH (ft) :	**14.5-16.0**
DESCRIPTION :	**SANDY SILT (ML)**		
COHESION (psf) :	**190**	FRICTION ANGLE (degrees):	**29**
MOISTURE CONTENT (%) :	**17.0**	DRY DENSITY (pcf) :	**97.0**

NOTE: Ultimate Strength.

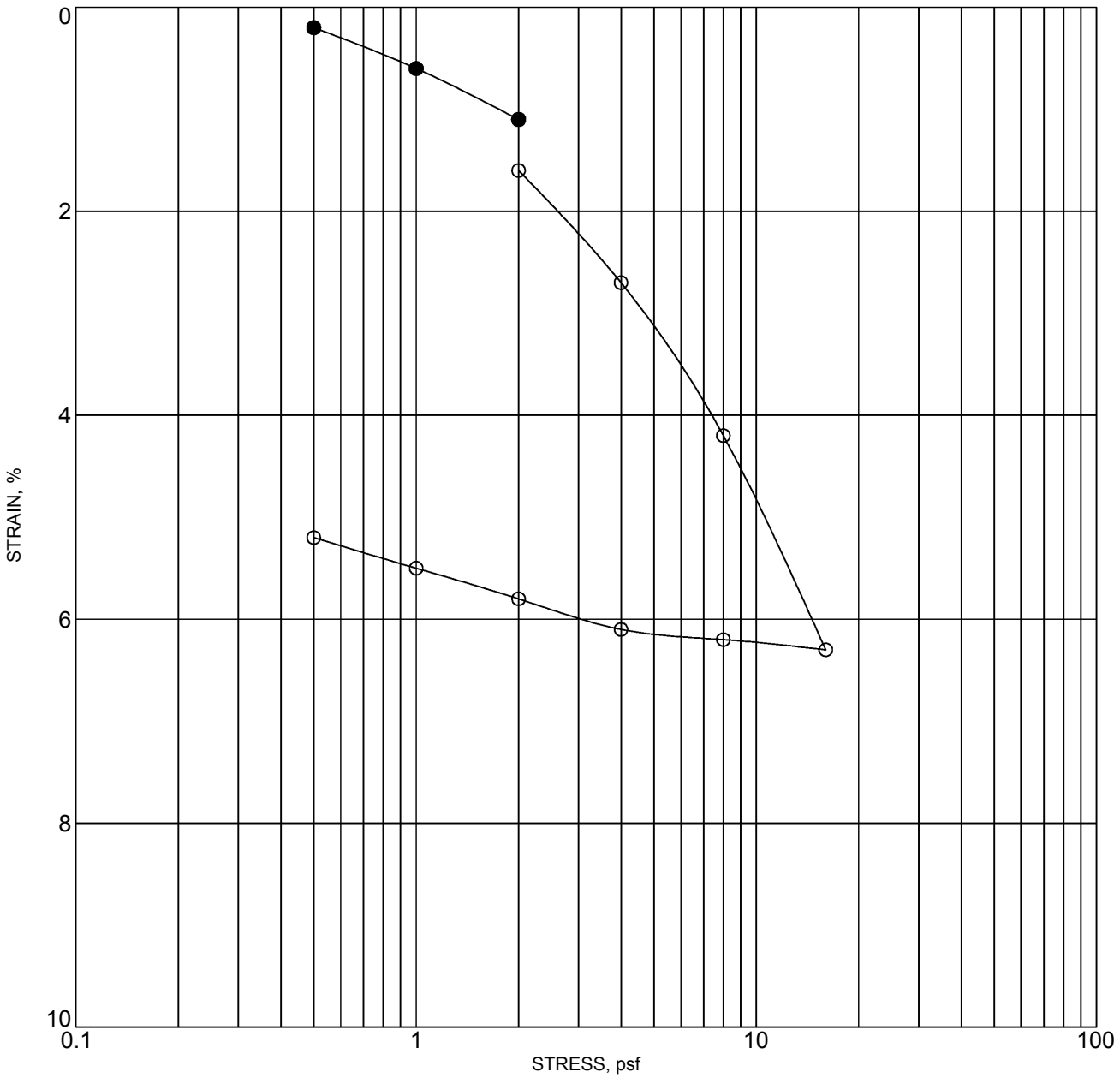
DIRECT SHEAR TEST RESULTS

Converse Consultants

New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. **21-81-276-01**

Drawing No. **B-6**



BORING NO. :	BH-01	DEPTH (ft) :	15.0-16.5
DESCRIPTION :	SILTY SAND (SM)		

	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	PERCENT SATURATION	VOID RATIO
INITIAL	12	102.0	51	0.620
FINAL				

NOTE: SOLID CIRCLES INDICATE READINGS AFTER ADDITION OF WATER

CONSOLIDATION TEST RESULTS

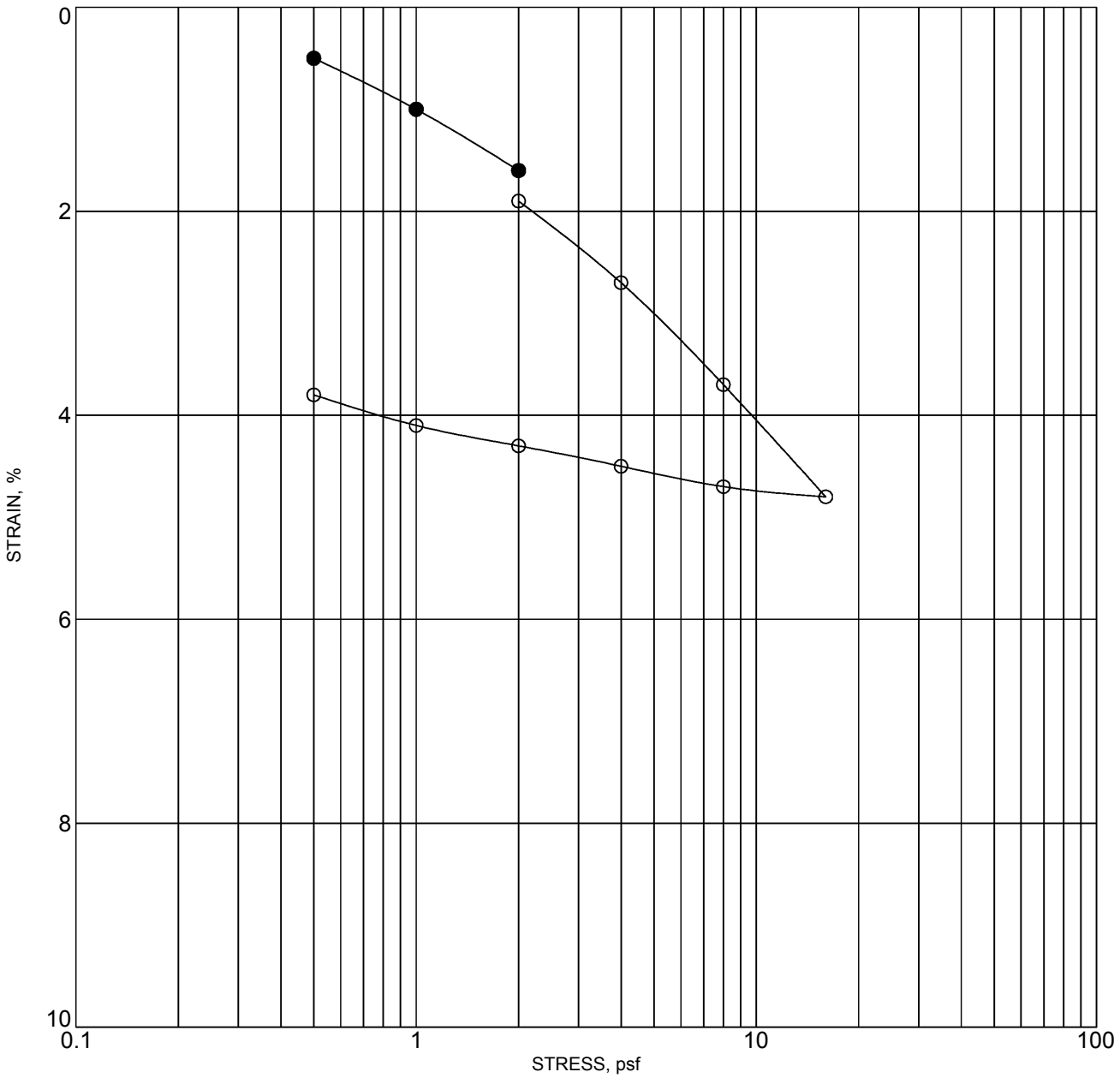
Converse Consultants

New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. **21-81-276-01**

Drawing No. **B-7**

Project ID: 21-81-276-01.GPJ; Template: CONSOLIDATION



BORING NO. :	BH-05	DEPTH (ft) :	19.5-21.0
DESCRIPTION :	SANDY SILT (ML)		

	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	PERCENT SATURATION	VOID RATIO
INITIAL	9	113.0	51	0.610
FINAL				

NOTE: SOLID CIRCLES INDICATE READINGS AFTER ADDITION OF WATER

CONSOLIDATION TEST RESULTS

Converse Consultants

New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant
1950 Nevada Street
City of Redlands, San Bernardino County, California
For: Carollo Engineers, Inc.

Project No. **21-81-276-01**

Drawing No. **B-8**

Project ID: 21-81-276-01.GPJ; Template: CONSOLIDATION

Appendix C

Liquefaction and Settlement Analysis

APPENDIX C

LIQUEFACTION AND SETTLEMENT ANALYSIS

The subsurface data obtained from the borings were used to evaluate the liquefaction potential and associated dry seismic settlement when subjected to ground shaking during earthquakes.

A simplified liquefaction hazard analysis was performed using the program SPTLIQ (InfraGEO Software, 2021) using the liquefaction triggering analysis method by Boulanger and Idriss (2014). A modal earthquake magnitude of M 7.1 was selected for the site based on the results of seismic disaggregation analysis using the USGS interactive online tool (https://earthquake.usgs.gov/hazards/interactive/).

A peak ground acceleration (PGA_M) of 0.787g for the MCE design event, where g is the acceleration due to gravity, were selected for this analysis. The PGA was based on the 2022 CBC seismic design parameters presented in Section 7.2, *Seismic Hazard Analysis.*

The results of our analyses are presented on Plate Appendix C-1 through C-3 and summarized in the following table.

Table No. C-1, Estimated Dynamic Settlements

Location	Groundwater Current Depth (feet bgs)	Groundwater Historical Depth (feet bgs)	Dry Seismic Settlement (inches)	Liquefaction Induced Settlement (inches)
BH-05	> 61.5	>49.0	0.15	negligible

Based on our analysis, we anticipate the site has the potential for up to 1.02 inches of seismically induced settlement and negligible potential for liquefaction induced settlement. The differential settlement resulting from dynamic loads is anticipated to be half (0.51 inches) of the total seismically induced settlement or less over a horizontal distance of 40 feet. The structural engineer should consider this in the design.

SIMPLIFIED LIQUEFACTION HAZARDS ASSESSMENT USING STANDARD PENETRATION TEST (SPT) DATA

(Copyright © 2015, 2021, SPTLIQ, All Rights Reserved; By: InfraGEO Software)

PROJECT INFORMATION

Project Name	New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant (WWTP)
Project No.	21-81-276-01
Project Location	1950 Nevada Street, City of Redlands, San Bernardino County, California
Analyzed By	Sk Syfur Rahman
Reviewed By	Hashmi S. Quazi

SELECTED METHODS OF ANALYSIS

Analysis Description	
Triggering of Liquefaction	Boulanger-Idriss (2014)
Severity of Liquefaction	LPI: Liquefaction Potential Index based on Iwasaki et al. (1978)
Seismic Compression Settlement (Dry/Unsaturated Soil)	Pradel (1998)
Liquefaction-Induced Settlement (Saturated Soil)	Ishihara and Yoshimine (1992)
Liquefaction-Induced Lateral Spreading	Zhang et al. (2004)
Residual Shear Strength of Liquefied Soil	Idriss and Boulanger (2008)

SEISMIC DESIGN PARAMETERS

Earthquake Moment Magnitude, M_w	7.10
Peak Ground Acceleration, A_{max}	0.79 g
Factor of Safety Against Liquefaction, FS	1.20

BORING DATA AND SITE CONDITIONS

Boring No.	BH-05
Ground Surface Elevation	1,185.00 feet
Proposed Grade Elevation	1,185.00 feet
GWL Depth Measured During Test	61.50 feet
GWL Depth Used in Design	49.00 feet
Borehole Diameter	8.00 inches
Hammer Weight	140.00 pounds
Hammer Drop	30.00 inches
Hammer Energy Efficiency Ratio, ER (%)	80.00 %
Hammer Distance to Ground Surface	5.00 feet
Topographic Site Condition:	TSC3 (Level Ground with Nearby Free Face)
- Ground Slope, S (%)	<<= Leave this blank
- Free Face Distance to Slope Height Ratio, (L/H)	5.00 <<= Enter (L/H) Enter H =>> 15.00 feet

INPUT SOIL PROFILE DATA

Depth to Top of Soil Layer (feet)	Depth to Bottom of Soil Layer (feet)	Material Type USCS Group Symbol (ASTM D2487)	Liquefaction Screening *Susceptible Soil? (Y, N)*	Total Soil Unit Weight γ_t (pcf)	Type of Soil Sampler	Field Blow Count N_{field} (blows/ft)	Fines Content FC (%)
0.00	7.00	SM	N	118.0	MCal	7.00	28.00
7.00	10.00	SP-SM	N	104.0	MCal	10.00	7.00
10.00	15.00	SM	N	109.0	MCal	13.00	28.00
15.00	25.00	CL	N	118.0	SPT1	13.00	60.00
25.00	27.00	CL	N	118.0	SPT1	13.00	60.00
27.00	30.00	SP	Y	109.0	MCal	38.00	15.00
30.00	40.00	SP	Y	109.0	SPT1	37.00	15.00
40.00	42.00	SP	Y	109.0	MCal	50.00	20.00
42.00	45.00	SM	Y	123.5	SPT1	23.00	20.00
45.00	50.00	SM	Y	123.5	MCal	50.00	20.00

SIMPLIFIED LIQUEFACTION HAZARDS ASSESSMENT USING STANDARD PENETRATION TEST (SPT) DATA

(Copyright © 2015, 2021, SPTLIQ, All Rights Reserved; By: InfraGEO Software)

PROJECT INFORMATION

Project Name	New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatm
Project No.	21-81-276-01
Project Location	1950 Nevada Street, City of Redlands, San Bernardino County, California
Analyzed By	Sk Syfur Rahman
Reviewed By	Hashmi S. Quazi

SEISMIC DESIGN PARAMETERS

Earthquake Moment Magnitude, M_w	7.10
Peak Ground Acceleration, A_{max}	0.79 g
Factor of Safety Against Liquefaction, FS	1.20

BORING DATA AND SITE CONDITIONS

Boring No.	BH-05
Ground Surface Elevation	1,185.00 feet
Proposed Grade Elevation	1,185.00 feet
GWL Depth Measured During Test	61.50 feet
GWL Depth Used in Design	49.00 feet
Borehole Diameter	8.00 inches
Hammer Weight	140.00 pounds
Hammer Drop	30.00 inches
Hammer Energy Efficiency Ratio, ER	80.00 %
Hammer Distance to Ground Surface	5.00 feet
Topographic Site Condition:	TSC3 (Level Ground with Nearby Free Face)
- Ground Slope, S	N/A
- Free Face (L/H) Ratio	5.00 H = 15 feet

SUMMARY OF RESULTS

Severity of Liquefaction:

Total Thickness of Liquefiable Soils: 0.00 feet (cumulative total thickness in the upper 65 feet)

Liquefaction Potential Index (LPI): 0.00 *** (Very low risk, with no surface manifestation of liquefaction)

Seismic Ground Settlements:	Analysis Method	Upper 30 feet	Upper 50 feet	Upper 65 feet	
Seismic Compression Settlement:	Pradel (1998)	0.06 inches	0.15 inches	0.15 inches	(Dry/Unsaturated Soils)
Liquefaction-Induced Settlement:	Ishihara and Yoshimine (1992)	0.00 inches	0.00 inches	0.00 inches	(Saturated Soils)
Total Seismic Settlement:		0.06 inches	0.15 inches	0.15 inches	

Seismic Lateral Displacements:	Analysis Method	Upper 30 feet	Upper 50 feet	Upper 65 feet	
Cyclic Lateral Displacement:	Tokimatsu and Asaka (1998)	0.07 inches	0.14 inches	0.14 inches	(During Ground Shaking)
Lateral Spreading Displacement:	Zhang et al. (2004)	0.00 inches	0.00 inches	0.00 inches	(After Ground Shaking)

NOTES AND REFERENCES

\+ This method of analysis is based on observed seismic performance of level ground sites using correlation with normalized and fines-corrected SPT blow count, $(N_1)_{60cs} = f\{(N_1)_{60}, FC\}$ where $(N_1)_{60} = N_{field}\, C_N\, C_E\, C_B\, C_R\, C_S$

++ Liquefaction susceptibility screening is performed to identify soil layers assessed to be non-liquefiable based on laboratory test results using the criteria proposed by Cetin and Seed (2003), Bray and Sancio (2006), or Idriss and Boulanger (2008).

* FS_{liq} = Factor of Safety against liquefaction = (CRR/CSR), where $CRR = CRR_{7.5}\, MSF\, K_\sigma\, K_\alpha$, MSF = Magnitude Scaling Factor, $K_\sigma = f[(N_1)_{60}, \sigma'_{vo}]$, K_α =1.0, (level ground), CSR = Cyclic Stress Ratio = $0.65\, A_{max}\, (\sigma_{vo}/\sigma'_{vo})\, r_d$, and $CRR_{7.5}$ = Cyclic Resistance Ratio is a function of $(N_1)_{60cs}$ and corrected for an earthquake magnitude M_w of 7.5.

** Residual strength values of liquefied soils are based on correlation with post-earthquake, normalized and fines-corrected SPT blow count derived by Idriss and Boulanger (2008).

*** Based on Iwasaki et al. (1978) and Toprak and Holzer (2003)

+ Reference: Boulanger, R.W. and Idriss, I.M. (2014), "CPT and SPT Based Liquefaction Triggering Procedures," University of California Davis, Center for Geotechnical Modeling Report No. UCD/CGM-14/01, 1-134.

INPUT SOIL PROFILE DATA / LIQUEFACTION TRIGGERING ANALYSIS BASED ON R.W. BOULANGER AND I.M. IDRISS (2014) METHOD +

Depth to Top of Soil Layer (feet)	Depth to Bottom of Soil Layer (feet)	Material Type USCS Group Symbol (ASTM D2487)	Liquefaction Susceptibility Screening ++ Susceptible Soil? (Y/N)	Total Soil Unit Weight γ_t (pcf)	Type of Soil Sampler	Field SPT Blow Count N_{field} (blows/ft)	Fines Content FC (%)	Total Vert. Stress (Design) σ_{vo} (psf)	Effective Vert. Stress (Design) σ'_{vo} (psf)	SPT Corr. for Vert. Stress C_N	SPT Corr. for Hammer Energy C_E	SPT Corr. for Borehole Size C_B	SPT Corr. for Rod Length C_R	SPT Corr. for Sampling Method C_S	Corrected SPT Blow Count N_{60}	Normalized SPT Blow Count $(N_1)_{60}$	Fines Corrected SPT Blow Count $(N_1)_{60cs}$	Shear Stress Reduction Coefficient r_d	Correction for High Overburden Stress K_σ	Cyclic Stress Ratio CSR	Cyclic Resistance Ratio CRR	Factor of Safety * FS_{liq}	Liquefaction Analysis Results	Residual Shear Strength ** S_r (psf)	Seismic Porewater Pressure Ratio r_u (%)	Cumulative Seismic Settlement (inches)	Cumulative Cyclic Lateral Displacement (inches)	Cumulative Lateral Spreading Displacement (inches)
0.00	7.00	SM	N	118.00	MCal	7.00	28.00	413.00	413.00									0.997		0.510						0.15	0.14	0.00
7.00	10.00	SP-SM	N	104.00	MCal	10.00	7.00	982.00	982.00									0.981		0.502						0.15	0.14	0.00
10.00	15.00	SM	N	109.00	MCal	13.00	28.00	1,410.50	1,410.50									0.966		0.494						0.15	0.14	0.00
15.00	25.00	CL	N	118.00	SPT1	13.00	60.00	2,273.00	2,273.00									0.933		0.477						0.15	0.14	0.00
25.00	27.00	CL	N	118.00	SPT1	13.00	60.00	2,981.00	2,981.00									0.904		0.463						0.15	0.14	0.00
27.00	30.00	SP	Y	109.00	MCal	38.00	15.00	3,262.50	3,262.50	0.843	1.333	1.150	1.000	0.650	37.9	31.9	35.2	0.892	0.891	0.456						0.15	0.14	0.00
30.00	40.00	SP	Y	109.00	SPT1	37.00	15.00	3,971.00	3,971.00	0.840	1.333	1.150	1.000	1.000	56.7	47.7	50.9	0.858	0.794	0.439						0.09	0.07	0.00
40.00	42.00	SP	Y	109.00	MCal	50.00	20.00	4,625.00	4,625.00	0.773	1.333	1.150	1.000	0.650	49.8	38.5	43.0	0.825	0.749	0.422						0.09	0.07	0.00
42.00	45.00	SM	Y	123.50	SPT1	23.00	20.00	4,919.25	4,919.25	0.695	1.333	1.150	1.000	1.000	35.3	24.5	29.0	0.812	0.857	0.415						0.09	0.07	0.00
45.00	50.00	SM	Y	123.50	MCal	50.00	20.00	5,413.25	5,382.05	0.726	1.333	1.150	1.000	0.650	49.8	36.2	40.6	0.790	0.701	0.407						0.00	0.00	0.00

SIMPLIFIED LIQUEFACTION HAZARDS ASSESSMENT USING STANDARD PENETRATION TEST (SPT) DATA

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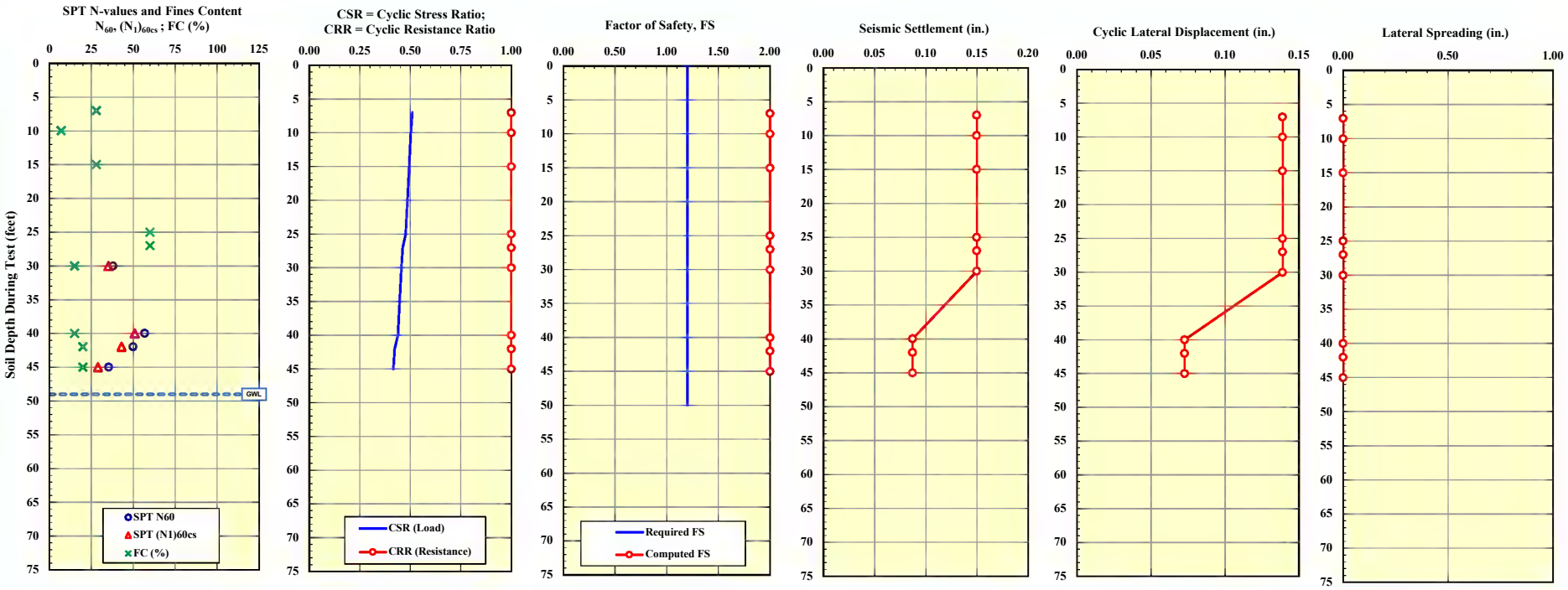
PROJECT INFORMATION	
Project Name	New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant (WWTP)
Project No.	21-81-276-01
Project Location	1950 Nevada Street, City of Redlands, San Bernardino County, California
Analyzed By	Sk Syfur Rahman
Reviewed By	Hashmi S. Quazi



Analysis Methods Used ==>>	Liquefaction Triggering:		Seismic Settlements:	Cyclic Lateral Displacements:	Lateral Spreading:
	Boulanger-Idriss (2014)	Above GWL:	Pradel (1998)	Pradel (1998)	Zhang et al. (2004)
		Below GWL:	Ishihara and Yoshimine (1992)	Tokimatsu and Asaka (1998)	

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Appendix D

Site-Specific Seismic Analysis

APPENDIX D

SITE-SPECIFIC SEISMIC ANALYSIS

A site-specific response spectrum was developed for the project for a Maximum Considered Earthquake (MCE), defined as a horizontal peak ground acceleration that has a 2 percent probability of being exceeded in 50 years (return period of approximately 2,475 years).

In accordance with ASCE 7-16, Section 21.2, the site-specific response spectra can be taken as the lesser of the probabilistic maximum rotated component of MCE ground motion and the 84th percentile of deterministic maximum rotated component of MCE ground motion response spectra. The design response spectra can be taken as 2/3 of site-specific MCE response spectra but should not be lower than 80 percent of CBC general response spectra. The risk coefficient C_R has been incorporated at each spectral response period for which the acceleration was computed in accordance with ASCE 7-16, Section 21.2.1.1.

The 2022 CBC mapped acceleration parameters are provided in the following table. These parameters were determined using the *ATC hazard by location Seismic Design Maps* website application, and in accordance with ASCE 7-16 Sections 11.4, 11.6, 11.8 and 21.2.

Table No. D-1, 2022 CBC Mapped Acceleration Parameters

Site Class	D	Risk Category	III
S_S	2.028	C_{RS}	0.917
S_1	0.773	C_{R1}	0.891
F_a	1	T_0	0.191
F_v	2.5	T_S	0.953
S_{MS}	2.028	T_L	8
S_{M1}	1.933		
S_{DS}	1.352		
S_{D1}	1.288		

A site-specific response analysis, using faults within 200 kilometers of the site, was developed using the computer program EZ-FRISK Version 8.07 (Fugro, 2021).

The weighted mean maximum-rotated horizontal spectral acceleration values were computed by multiplying the weighted mean geometric spectral values derived from four next-generation attenuation (NGA) West 2 ground motion attenuation models by Abrahamson et al. (2014), Boore et al. (2014), Campbell and Bozorgnia (2014), and Chiou and Youngs (2014) with the scale factors provided in ASCE 7-16 Section 21.2. An average shear wave velocity at upper 30 meters of soil profile (V_{s30}) of 267 meters per second was determined (Plate No. D-1), and a shear wave velocity 1,000 meters per

second at 200 meters below grade, and a shear wave velocity is 2,500 meters per second at 550 meters below grade were selected for EZ-Frisk Analysis.

The probabilistic response spectrum results and peak ground acceleration for each attenuation relationship are presented in the following table.

Table No. D-2, Probabilistic Response Spectrum Data

Attenuation Relationship	Probabilistic Mean	Abrahamson et al. (2014)	Boore et al. (2014)	Campbell-Bozorgnia (2014)	Chiou-Youngs (2014)
Peak Ground Acceleration (g)	1.047	1.012	1.187	0.794	1.050
Spectral Period (sec)	**2% in 50yr Probabilistic Spectral Acceleration (g)**				
0.05	1.191	0.995	1.485	1.000	1.155
0.10	1.689	1.265	2.259	1.383	1.551
0.20	2.218	2.198	2.573	1.467	2.258
0.30	2.495	2.637	2.588	1.768	2.709
0.40	2.598	2.794	2.522	2.085	2.859
0.50	2.563	2.554	2.560	2.164	2.883
0.75	2.191	1.976	2.163	2.036	2.517
1.00	1.831	1.552	1.788	1.793	2.098
2.00	1.045	0.917	1.033	1.188	1.004
3.00	0.728	0.614	0.746	0.898	0.593
4.00	0.532	0.473	0.583	0.638	0.383
5.00	0.370	0.335	0.426	0.443	0.222

Applicable response spectra data are presented in the table below and on Plate No. D-2, *Site-Specific Design Response Spectrum.* These curves correspond to response values obtained from above attenuation relations for horizontal elastic single-degree-of-freedom systems with equivalent viscous damping of 5 percent of critical damping.

Table No. D-3, Probabilistic MCE_R Spectral Acceleration (g)

Period (sec)	2% in 50yr Probabilistic Spectral Acceleration (g) Geometric Mean	Risk Coefficient C_R	Scale Factors for MCE_R	Probabilistic MCE_R Spectral Acceleration (g)
0.05	1.191	0.917	1.100	1.056
0.10	1.689	0.917	1.100	1.201
0.20	2.218	0.917	1.100	1.704
0.30	2.495	0.917	1.125	2.237
0.40	2.598	0.914	1.150	2.565
0.50	2.563	0.911	1.175	2.720
0.75	2.191	0.907	1.238	2.732
1.00	1.831	0.899	1.300	2.438

Period (sec)	2% in 50yr Probabilistic Spectral Acceleration (g) Geometric Mean	Risk Coefficient C_R	Scale Factors for MCE_R	Probabilistic MCE_R Spectral Acceleration (g)
2.00	1.045	0.891	1.350	1.257
3.00	0.728	0.891	1.400	0.908
4.00	0.532	0.891	1.450	0.687
5.00	0.370	0.891	1.500	0.465

Deterministic response spectra parameters were determined using PEER spread sheet and presented in Table No. D-4. The following fault parameters were used to calculate the spectrum.

- S. San Andreas Fault, Mw–8.18, RRUP–5.98 km, RJB–5.98 km, Rx–5.98 km and dip angle are 90 degrees. The San Jacinto Fault is an approximately 241-km long fault generally trending in a southeast to northwest direction from the Santa Rosa Mountains to the San Gabriel Mountains. The branch of the S. San Andreas Fault that is located in the vicinity of this project site traverses across the Inland Santa Ana Basin. The fault trends northwest and has a vertical dip. The nearest mapped trace of the S. San Andreas is located approximately 3.72 miles (5.98 kilometers) west of the project site.

Table No. D-4, Site-Specific Response Spectrum Data

Period (sec)	84th Percentile Deterministic Response Spectrum, (g) Geometric Mean	Scale Factors for MCE_R	84th Percentile Deterministic MCE Response Spectrum, (g)	Site-Specific MCE_R Spectral Acceleration (g)	80% CBC Design Response Spectrum	Site-Specific Design Spectral Acceleration (g)
0.05	0.973	1.100	1.070	1.070	0.603	0.71
0.10	1.422	1.100	1.564	1.564	0.773	1.04
0.20	1.986	1.100	2.185	2.185	1.082	1.46
0.30	2.336	1.125	2.628	2.565	1.082	1.71
0.40	2.482	1.150	2.854	2.720	1.082	1.81
0.50	2.406	1.175	2.828	2.732	1.082	1.82
0.75	1.917	1.238	2.372	2.372	1.082	1.58
1.00	1.526	1.300	1.983	1.983	1.031	1.32
2.00	0.699	1.350	0.944	0.944	0.515	0.63
3.00	0.403	1.400	0.564	0.564	0.344	0.38
4.00	0.258	1.425	0.374	0.374	0.258	0.26
5.0	0.180	1.500	0.270	0.270	0.206	0.21

The site-specific design response parameters are provided in the following table. These parameters were determined from Design Response Spectra presented in table above and following guidelines of ASCE Section 21.4.

Table No. D-5, Site-Specific Seismic Design Parameters

Parameter	Value (5% Damping)	Lower Limit, 80% of CBC Design Spectra
Site-Specific 0.2-second period Spectral Response Acceleration, S_{MS}	2.459	1.622
Site-Specific1-second period Spectral Response Acceleration, S_{M1}	1.983	1.546
Site-Specific Design Spectral Response Acceleration for short period S_{DS}	1.639	1.082
Site-Specific Design Spectral Response Acceleration for 1-second period, S_{D1}	1.322	1.031

SIMPLIFIED EVALUATION OF SITE CLASS AND GEOTECHNICAL DESIGN PARAMETERS USING STANDARD PENETRATION TEST (SPT) DATA

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PROJECT INFORMATION

Project Name	New 2.5 MG DN Tank and a Pump Station at the Redlands Wastewater
Project No.	21-81-276-01
Project Location	1950 Nevada Street, City of Redlands, San Bernardino County, Califor
Analyzed By	Sk Syfur Rahman
Reviewed By	Hashmi S. Quazi

GENERAL INPUT DATA

Analysis Description	Site Class and Vs30
Boring ID No.	BH-05
Ground Surface Elevation	1185.00 feet
Proposed Grade Elevation	1185.00 feet
Total Unit Weight of New Fill	120.00 pcf
Borehole Diameter	8.00 inches
Hammer Weight	140.00 pounds
Hammer Drop	30.00 inches
Hammer Efficiency Ratio, ER	86.60 %
Hammer Dist. to Ground Surface	5.00 feet
Groundwater Depth During Test	61.50 feet

SPT BLOW COUNT AND RELATIVE DENSITY

- Based on the recommendations by Idriss and Boulanger (2008), the normalized SPT blow count is defined as $(N_1)_{60} = N_{60}\, C_N$

where $N_{60} = N_{field}\, C_E\, C_B\, C_R\, C_S$

and the relative density of granular soils is estimated as

$D_r = 15\,[(N_1)_{60}]^{0.5}$ in percent

SHEAR WAVE VELOCITY AND SITE CLASSIFICATION

- Shear wave velocities are estimated based on empirical correlations with SPT N_{60} values for various soil types, as derived by Brandenberg, Bellana and Shantz (2010) from regression analyses.
- Site classification is analyzed using the method by Boore (2004).

Ave. Shear Wave Velocity (Top Depth d), $V_{s,d}$ = 224.30 m/s

Ave. Shear Wave Velocity (Top 30 m), $V_{s,30}$ = $10^{\,a + b \log (Vs,d)}$

where a = 0.01380

b = 1.02630

Coefficients a and b vary with depth, as derived by Boore (2004).

Computed $V_{s,30}$ = 267.0 m/s

Site Class = D

SOIL STRENGTH AND DEFORMATION MODULUS PARAMETERS

- For granular soils, the effective peak friction angle, ϕ', is estimated from correlations with the normalized SPT blow count, $(N_1)_{60}$ from Bowles (1996) and recommended adjustments from Caltrans Geotechnical Manual (2014).
- For cohesive soils, the undrained shear strength, S_u, is based on field measurements with torvane or pocket penetrometer. When only SPT values are available, S_u is estimated using the correlation chart with $(N_1)_{60}$ value provided in the Caltrans Geotechnical Manual (2014).
- Modulus of Elasticity, E_s, values for granular soils and cohesive soils are estimated from correlations with SPT N_{60} and undrained shear strength, S_u, respectively summarized by Bowles (1996).
- Shear Modulus, $G = E_s / [3\,(1 - 2\mu)]$ and Bulk Modulus, $K = E_s / [2\,(1 + \mu)]$ based on theory of elasticity where μ is the Poisson's ratio of the soil. Typical values of Poisson's ratio are estimated from various references.

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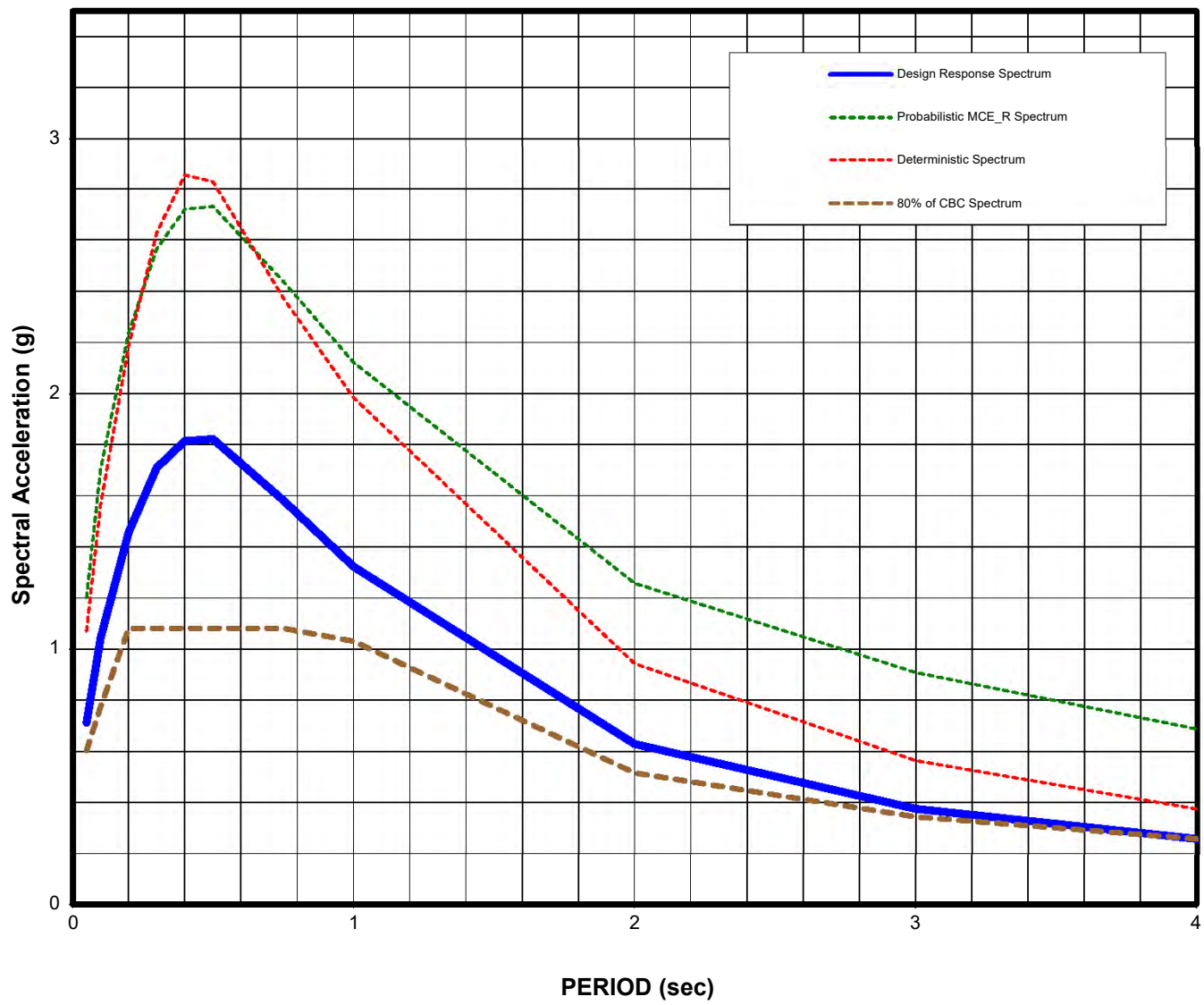
INPUT SOIL PROFILE DATA

Depth to Top of Soil Layer (feet)	Depth to Bottom of Soil Layer (feet)	Material Type USCS Group Symbol (ASTM D2487)	Total Soil Unit Weight γ_t (pcf)	Type of Soil Sampler	Field Blow Count N_{field} (blows/ft)	Pocket Penetrometer Shear Test Results PP (tsf)	Torvane Shear Test Results TV (tsf)
0.00	7.00	SM	118.0	MCal	7.00		
7.00	10.00	SP-SM	104.0	MCal	10.00		
10.00	15.00	SM	109.0	MCal	13.00		
15.00	25.00	CL	118.0	SPT1	13.00		
25.00	27.00	CL	118.0	SPT1	13.00		
27.00	30.00	SP	109.0	MCal	38.00		
30.00	40.00	SP	109.0	SPT1	37.00		
40.00	42.00	SP	109.0	MCal	50.00		
42.00	45.00	SM	123.5	SPT1	23.00		
45.00	50.00	SM	123.5	MCal	50.00		

ESTIMATED GEOTECHNICAL DESIGN PARAMETERS

Bottom of Soil Layer Elevation (feet)	Soil Depth During Test (feet)	SPT Corr. For Vert. Stress C_N	SPT Corr. For Hammer Energy C_E	SPT Corr. For Borehole Size C_B	SPT Corr. For Rod Length C_R	SPT Corr. For Sampling Method C_S	Corrected SPT Blow Count N_{60}	Normalized SPT Blow Count $(N_1)_{60}$	Relative Density D_r (%)	Shear Wave Velocity V_s (ft/s)	Effective Peak Friction Angle ϕ' (deg)	Undrained Shear Strength S_u (ksf)	Apparent Density / Soil Consistency Description FHWA (2002) and AASHTO (1988)	Poisson's Ratio μ	Modulus of Elasticity E_s (ksf)	Shear Modulus G (ksf)	Bulk Modulus K (ksf)
1178.00	3.50	1.700	1.443	1.150	0.750	0.650	5.7	9.6	47.00	447.48	31.00		Loose Sand	0.25	260.47	173.64	104.19
1175.00	8.50	1.427	1.443	1.150	0.850	0.650	9.2	13.1	54.00	574.96	34.00		Loose Sand	0.25	319.99	213.00	128.00
1170.00	12.50	1.191	1.443	1.150	0.850	0.650	11.9	14.2	57.00	642.23	32.00		Medium Dense Sand	0.30	361.05	301.00	139.00
1160.00	20.00	0.938	1.443	1.150	0.950	1.000	20.5	19.2		770.98		2.48	Very Stiff Clay	0.45	1,730.64	5,769.00	597.00
1158.00	26.00	0.819	1.443	1.150	0.950	1.000	20.5	16.8		806.03		2.48	Very Stiff Clay	0.45	1,730.64	5,769.00	597.00
1155.00	28.50	0.783	1.443	1.150	1.000	0.650	41.0	32.1	85.00	881.32	38.00		Dense Sand	0.35	692.03	769.00	256.00
1145.00	35.00	0.710	1.443	1.150	1.000	1.000	61.4	43.6	99.00	959.68	40.00		Very Dense Sand	0.40	881.69	1,469.00	315.00
1143.00	41.00	0.658	1.443	1.150	1.000	0.650	53.9	35.5	89.00	982.53	39.00		Very Dense Sand	0.40	814.49	1,357.00	291.00
1140.00	43.50	0.638	1.443	1.150	1.000	1.000	38.2	24.3	74.00	964.39	35.00		Dense Sand	0.35	664.07	738.00	246.00
1135.00	47.50	0.608	1.443	1.150	1.000	0.650	53.9	32.8	86.00	1,019.70	37.00		Very Dense Sand	0.40	814.49	1,357.00	291.00



Note: Calculated using EZFRISK program Risk Engineering, version 8.07

SITE SPECIFIC DESIGN RESPONSE SPECTRUM

New 2.75 MG Tank and Pump Station at the Redlands Wastewater Treatment Plant (WWTP)

1950 Nevada Street, City of Redlands, San Bernardino County, California

For : Carollo Engineers, Inc.

Project Number:

21-81-276-01

Converse Consultants

Plate No.

D-2

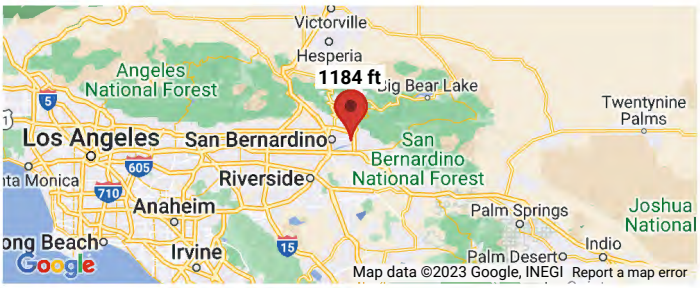
This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Hazards by Location

Search Information

Coordinates:	34.0888, -117.2167
Elevation:	1184 ft
Timestamp:	2023-03-08T19:21:02.174Z
Hazard Type:	Seismic
Reference Document:	ASCE7-16
Risk Category:	III
Site Class:	D



Basic Parameters

Name	Value	Description
S_S	2.028	MCE_R ground motion (period=0.2s)
S_1	0.773	MCE_R ground motion (period=1.0s)
S_{MS}	2.028	Site-modified spectral acceleration value
S_{M1}	* null	Site-modified spectral acceleration value
S_{DS}	1.352	Numeric seismic design value at 0.2s SA
S_{D1}	* null	Numeric seismic design value at 1.0s SA

* See Section 11.4.8

Additional Information

Name	Value	Description
SDC	* null	Seismic design category
F_a	1	Site amplification factor at 0.2s
F_v	* null	Site amplification factor at 1.0s
CR_S	0.917	Coefficient of risk (0.2s)
CR_1	0.891	Coefficient of risk (1.0s)
PGA	0.836	MCE_G peak ground acceleration
F_{PGA}	1.1	Site amplification factor at PGA
PGA_M	0.919	Site modified peak ground acceleration
T_L	8	Long-period transition period (s)
SsRT	2.68	Probabilistic risk-targeted ground motion (0.2s)
SsUH	2.923	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
SsD	2.028	Factored deterministic acceleration value (0.2s)
S1RT	1.061	Probabilistic risk-targeted ground motion (1.0s)
S1UH	1.191	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S1D	0.773	Factored deterministic acceleration value (1.0s)
PGAd	0.836	Factored deterministic acceleration value (PGA)

* See Section 11.4.8

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Site-Specific MCE_R & Design Response Spectral Accelerations

New 2.5 MG DN Tank and a Pump Station at the Redlands Wastewater Treatment Plant (WWTP) (generated 03/08/2023)

Summary (/ugms-mcerGM-tool_v18.4/report/144) Detailed Download All (/ugms-mcerGM-tool_v18.4/report/144/download)

Input Parameters

Coordinates	34.0888, -117.2167
Vs30	267 m/s

Values used in Computation

Vs30	267 m/s
Z1.0	200 m
Z2.5	550 m

Reset Map View

Computed Results

Site-Specific Design Parameters (Sect. 21.4)

S_{DS} = 1.454 S_{MS} = 2.182

S_{D1} = 1.372 S_{M1} = 2.058

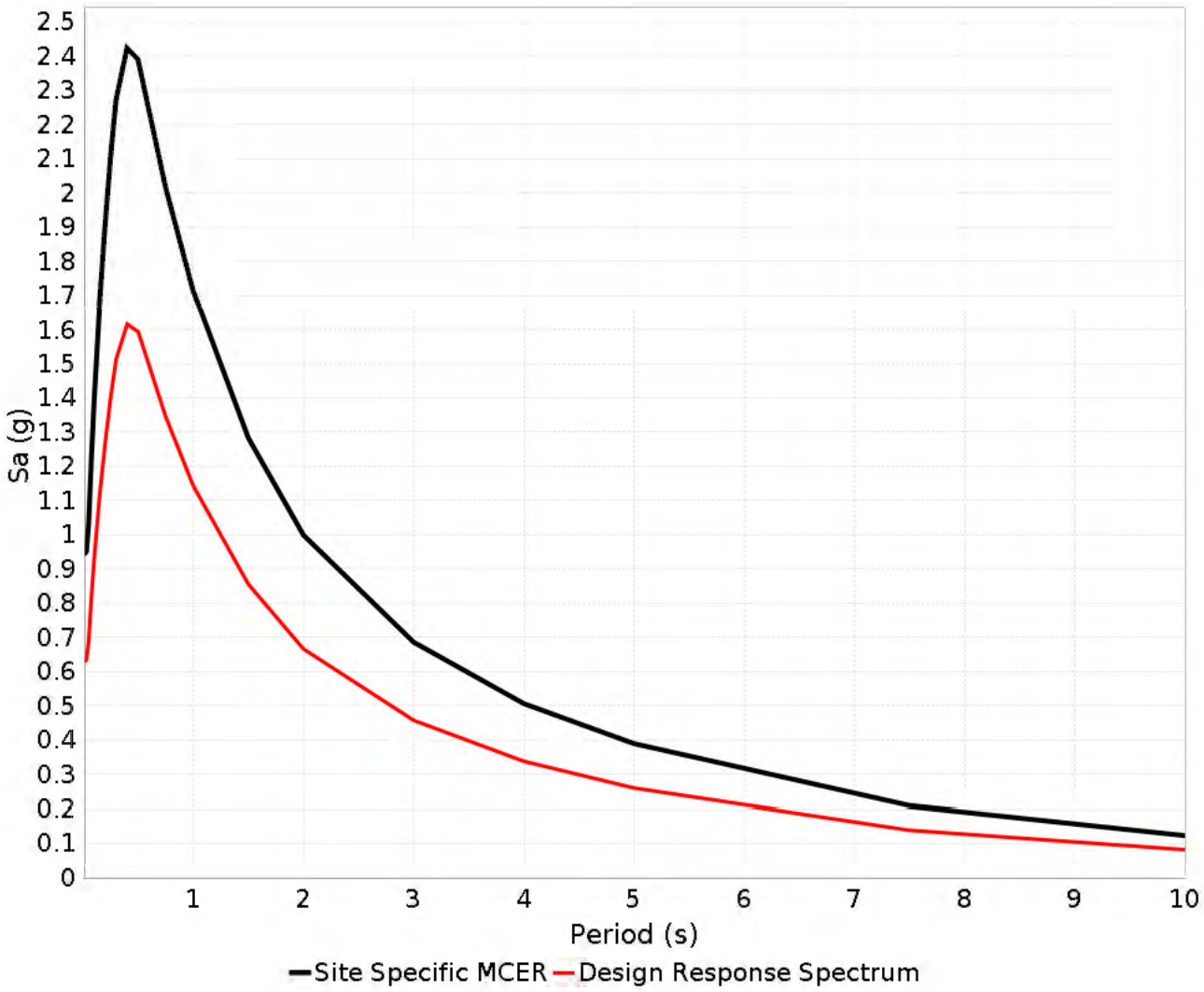
MCE_G Peak Ground Acceleration (Sect. 21.5)

PGA_M = 0.787 g

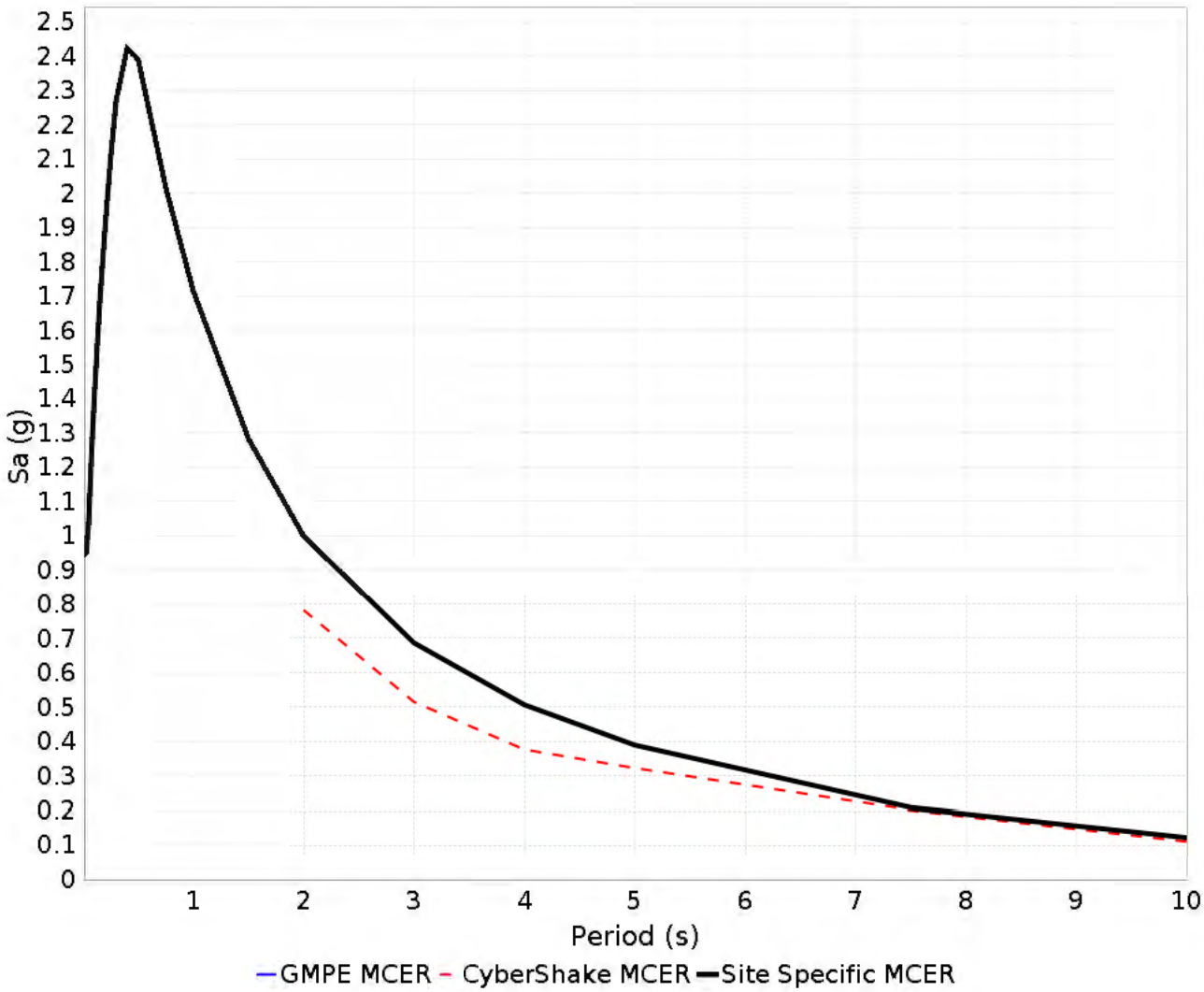
MCE_R Response Spectrum

NOTE: The MCE_R response spectrum must be checked against the minimum ASCE 7-16 requirement on the ASCE 7 Hazard Tool (https://asce7hazardtool.online/) website; see the User Guide (/ugms-mcerGM-tool_v18.4/guide) for details.

MCE_R Response Spectra



MCE_R Response Spectra Comparison



SA (g)

Period (s)	GMPE Sa (g)	CyberShake Sa (g)	Site-Specific MCE_R Sa^* (g)
0.01	0.945		0.945
0.02	0.947		0.947
0.03	0.951		0.951
0.05	1.034		1.034
0.075	1.223		1.223
0.1	1.392		1.392
0.15	1.673		1.673
0.2	1.901		1.901
0.25	2.102		2.102
0.3	2.271		2.271
0.4	2.424		2.424
0.5	2.391		2.391

0.75	2.017		2.017
1.0	1.714		1.714
1.5	1.283		1.283
2.0	0.999	0.781	0.999
3.0	0.686	0.515	0.686
4.0	0.506	0.376	0.506
5.0	0.389	0.322	0.389
7.5	0.209	0.202	0.209
10.0	0.124	0.112	0.124

* Site-Specific MCE_R response spectrum obtained using weighted geometric averaging procedure. See User Guide (/ugms-mcerGM-tool_v18.4/guide).

APPENDIX C –MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM
WWTP Recycled Water Reservoir CEQA Project
CITY OF REDLANDS, CALIFORNIA

Prepared for:

CITY OF REDLANDS
Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Prepared by:

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3151 Airway Avenue, Suite F208
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October 2025

MITIGATION MONITORING AND REPORTING PROGRAM

Public Resources Code, Section 21081.6 (Assembly Bill 3180) requires that mitigation measures identified in environmental review documents prepared in accordance with California Environmental Quality Act (CEQA) are implemented after a project is approved. Therefore, this Mitigation Monitoring and Reporting Program (MMRP) has been prepared to ensure compliance with the adopted mitigation measures during the demolition and construction phases of the WWTP Recycled Water Reservoir CEQA Project (Proposed Project).

The City of Redlands is the agency responsible for implementation of the mitigation measures identified in the MND. This MMRP provides the City of Redlands with a convenient mechanism for quickly reviewing all the mitigation measures including the ability to focus on select information such as timing. The MMRP includes the following information for each mitigation measure:

- The phase of the project during which the required mitigation measure must be implemented;
- The phase of the project during which the required mitigation measure must be monitored; and
- The enforcement agency.

The MMRP includes a checklist to be used during the mitigation monitoring period. The checklist will verify the name of the monitor, the date of the monitoring activity, and any related remarks for each mitigation measure.

MITIGATION MONITORING AND REPORTING PROGRAM WWTP Recycled Water Reservoir CEQA Project							
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
Cultural Resources							
CUL-1: The City shall retain the services of a Qualified Archaeologist, meeting the Secretary of the Interior Standards, or County requirements, whichever is the greater. The Qualified Archaeologist shall remain on-call throughout the Project. Upon approval or request by the City, a cultural resources mitigation plan (CRMP) outlining procedures for cultural resources monitoring, mitigation, treatment, and data recovery of any unanticipated discovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the CRMP shall include consultations with the City, as well as a requirement that the curation of any significant cultural resources recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised. If significant pre-contact cultural resources, as defined by CEQA, are discovered and avoidance cannot be ensured, the drafts of the CRMP shall be provided to YSMN for review and comment. The archaeologist shall monitor the remainder of the Project and implement the CRMP accordingly.	Pre-Construction	Construction	City of Redlands	LTS			

MITIGATION MONITORING AND REPORTING PROGRAM WWTP Recycled Water Reservoir CEQA Project							
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
CUL-2: In the event of the discovery of previously unidentified and/or potential cultural Resources during Project activities, the City, and/or its Contractor, shall immediately cease all work activities within an area of not less than 60 feet of the discovery. The City or its Contractor shall immediately contact the City and the City-retained on-call Qualified Archaeologist, who must meet the Secretary of the Interior Standards. Except in the case of cultural items that fall within the scope of the California Health and Safety Code 7050.5, CEQA Section 15064.5, or California PRC Section 5097.98, the discovery of any cultural resource within the Project site shall not be grounds for a project-wide "stop work" notice or otherwise interfere with the Project's continuation except as outlined in this mitigation measure. In the event of an unanticipated discovery of cultural resources during construction, the City-retained Qualified Archaeologist, who must meet the Secretary of the Interior standards, shall be contacted to evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If a CRMP is prepared for the Project, the protocols for the mitigation or treatment of cultural resources will be implemented. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program. Additionally, any consulting Native American Tribal groups that requested notification of any unanticipated discovery of cultural resources on the Project shall be notified and included in subsequent consultation appropriately. Specifically, the YSMN shall be contacted regarding any pre-contact finds and provided information after the archaeologist makes his/her initial assessment of the nature of the find, to provide Tribal input with regards to significance and treatment.	Construction	Construction	City of Redlands	LTS			
CUL-3: If cultural resources are encountered during the Project, the Qualified Archaeologist shall prepare a report summarizing any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the SCCIC, as required.	Post-Construction	Construction	City of Redlands	LTS			
CUL-4: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	Construction	Construction					

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification of Compliance		
					Initial	Date	Remarks
Geology and Soils							
PAL-1: Prior to issuance of a grading permit, the City shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground disturbing construction activity. The paleontologist selected must be approved by the City. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the District's Engineering Geologist, as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the District accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.	Pre-Construction/Construction	Construction	City of Redlands	LTS			
PAL-2: At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.	Post-Construction	Construction	City of Redlands	LTS			
Tribal Cultural Resources							
TCR-1: The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of 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. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Pre-Construction/Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-2: Any and all archaeological/cultural 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.	Pre-Construction/Construction	Construction	City of Redlands	LTS			
TCR-3: Native American Treatment Agreement. Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Agreement with the Morongo Band of Mission Indians for the Project. The Tribal Monitor(s) shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources and/or tribal cultural resources.	Pre-Construction	Construction	City of Redlands	LTS			
TCR-4: Cultural Resource Management Plan. Prior to any ground-disturbing activities the project archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the Consulting Tribe[s] and at minimum, shall include the following: (1) the approved Mitigation Measures (MM)/Conditions of Approval (COA), (2) procedures for each MM/COA, (3) the contact information for all pertinent parties, (4) parties' responsibilities, and (5) an overview of the project schedule.	Pre-Construction	Pre-Construction	City of Redlands	LTS			
TCR-5: Pre-Grade Meeting. The retained qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.	Pre-Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-6: Inadvertent Discovery of Cultural Resources. In the event that previously unidentified cultural resources are discovered /unearthed during construction, the qualified archaeologist and the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance activities in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored ground-disturbing activity can proceed. If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find(s), so that it/they can be evaluated by the qualified archaeologist and Tribal Monitor[s]. The archaeologist shall notify the Lead Agency and Consulting Tribe[s] of said discovery. The qualified archaeologist, in consultation with the Lead Agency, the Consulting Tribe[s], and the Tribal monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the qualified archaeologist in consultation with the Tribe[s] and the Tribal monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference: A. Full avoidance. B. If avoidance is not feasible, Preservation in place. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction. C. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (36 CFR 79). Unless otherwise agreed upon by all parties, all removed items from the Project shall be temporarily curated on-site in a secure and locked location (i.e., Conex box, a lockable office or drawer with restricted access to it, etc.). A periodic inventory must be maintained and provided to Consulting Tribe[s].	Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-7: Inadvertent Discovery of Human Remains. The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the Consulting Tribe[s]. A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected by the establishment of an ESA with a marked boundary. Project personnel/observers will be restricted from entry into the ESA. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and Public Resources Code (PRC) § 5097.98. B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5. C. The NAHC shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98 D. If the Morongo Band of Mission Indians has been named the MLD or Co-MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department	Construction	Construction	City of Redlands	LTS			
TCR-8: FINAL REPORT: The final report[s] created as a part of the project (CRMP/AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the appropriate Information Center (IC), and the Consulting Tribe[s]	Post-Construction	Construction	City of Redlands	LTS			

APPENDIX D –REVISED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

INITIAL STUDY
WWTP Recycled Water Reservoir CEQA Project
City of Redlands, CA

Prepared for:

City of Redlands
Municipal Utilities and Engineering Department
35 Cajon St, Suite 15A
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Prepared by:

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October 2025

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SECTION 1.0 – PROJECT DESCRIPTION AND ENVIRONMENTAL SETTING

1.1 PROJECT PURPOSE AND BACKGROUND

The City of Redlands Municipal Utilities and Engineering Department (MUED) is proposing to construct a 2.75 million gallon (MG) recycled water reservoir and pump station (Project/Proposed Project) to be located at the existing City of Redlands Wastewater Treatment Plant (WWTP) in the City of Redlands (City).

The proposed recycled water reservoir would be for City use and would not be publicly distributed, nor would it be used for direct potable use.

~~In November 2024, California voters adopted Proposition 4 (The Act), the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act, which will provide funding to address California's current and future climate impacts. The Act designates approximately $3,800,000,000 for safe drinking water, drought, flood, and water resiliency projects and programs (Chapter 2, Section 91000). The Proposed Project will be submitted as a candidate for Proposition 4 funding. Submittal for project funding requires compliance with the California Environmental Quality Act (CEQA).~~

~~The Proposed Project will safeguard public health by expanding the capacities of the reservoirs to meet water demands, which is critical as the City continues to be impacted by a multi-decade drought. The Proposed Project will allow the City to treat and store more water during wet periods for distribution during dry periods.~~

1.2 PROJECT LOCATION AND SITE CHARACTERISTICS

1.2.1 Project Site Location

The new recycled water reservoir and pump station would be located at the WWTP's parcel along Nevada Street at Assessor's Parcel Number (APN): 029204136, and address at 1950 Nevada St, Redlands, CA 92373. The reservoir and pump station will be on the empty lot west of the existing sludge beds on the facility site. The Project is located on the U.S. Geological Survey (USGS) Redlands, California 7.5-minute topographic quadrangle, Township 1 South, Range 3 West.

1.2.2 Project Site History

The WWTP was constructed in the 1960s, currently employs a staff of 28 people, and is located on approximately 50 acres of land. The treatment capacity is approximately 9.5 MG per day based on annual dry weather flow conditions. Six MG of the capacity is treated via a membrane bioreactor system, and 3.5 MG via a conventional activated sludge process.

1.2.3 Project Site Access and Circulation

Project site access would be via Nevada Street. Nevada Street is located approximately 1.5 miles north of Interstate 10 (I-10) and 1 mile east of Interstate 210 (I-210). Entrance to the Project Site is off Nevada Street, before Waste Water Road.

1.2.4 General Plan Designation/Zoning

The Project site is zoned as Educational and Public Institutional (E,EV/PI) according to the City's General Plan Zoning Map (City 2022). Its land use designation according to the City's General Plan is

Public/Institutional. EV/PI land use categories permit the operation of public services, buildings, and other related facilities, including schools, government facilities, public utilities, and other public or quasi-public nature. Residential and agricultural uses are also permitted (City 2017).

1.2.5 Surrounding Land Uses

The WWTP is bounded by the Santa Ana River/open space to the north, vacant parcel to the east, and undeveloped and commercial/industrial lands and businesses to the south and west. The Project site is located north of the northern boundary of the East Corridor Specific Plan.

1.3 PROJECT DESCRIPTION

The City of Redlands Municipal Utilities and Engineering Department proposes the construction of a 2.75 MG recycled water reservoir and pump station. The water reservoir and pump station will be constructed on the empty lot west of the existing sludge drying beds, at the southeast corner of Mills Street and Nevada Street within the City's Wastewater Treatment Facility.

1.3.1 Parking and Hardscape

One driveway will connect the reservoir to Waste Water Road. The driveway will be constructed utilizing asphalt/gravel. No additional parking spaces will be required. The site will remain under maintenance by existing staff. No additional staff will be required.

1.3.2 Operations and Ongoing Maintenance

Operations at the treatment plant will continue to function while the new water reservoir and pump station are being constructed. Maintenance will occur on a monthly and as-needed basis by City employees. The Project site will include the installation of ornamental landscaping. The type of landscaping will be selected as recommended by the City and will be maintained by City staff.

1.3.3 Construction

Construction of the Proposed Project will require multiple workers using equipment such as loaders, pick-up trucks, backhoes, a water truck for dust suppression, a crane, asphalt paver and excavators. Project materials will be staged within the existing property managed by the City. Construction of the Proposed Project includes, but is not limited to, excavation and grading to construct water reservoir tank pads, internal driveways, and ancillary facilities such as a pump station and valve vaults.

1.4 REQUIRED PERMITS AND APPROVALS

Reviewing Agencies include those agencies that do not have discretionary powers but may review the Initial Study (IS), Environmental Impact Report (EIR), and/or Negative Declaration (ND) for adequacy and accuracy. Responsible Agencies have discretionary approval authority for a project. Potential Reviewing Agencies ~~and Responsible Agencies~~ include the following:

~~Responsible Agencies~~

- ~~California State Water Resources Control Board Division of Drinking Water~~

Reviewing Agencies

- South Coast Air Quality Management District (SCAQMD)
- Native American Heritage Commission (NAHC) and tribes requesting consultation.

1.4.1 Permits and Approvals

The following permits and approvals may be required prior to construction of the Project:

- Site Plan review
- Grading Permit
- Building Permit

Figure 1 - Project Location and Vicinity

Figure 2 – Site Plan

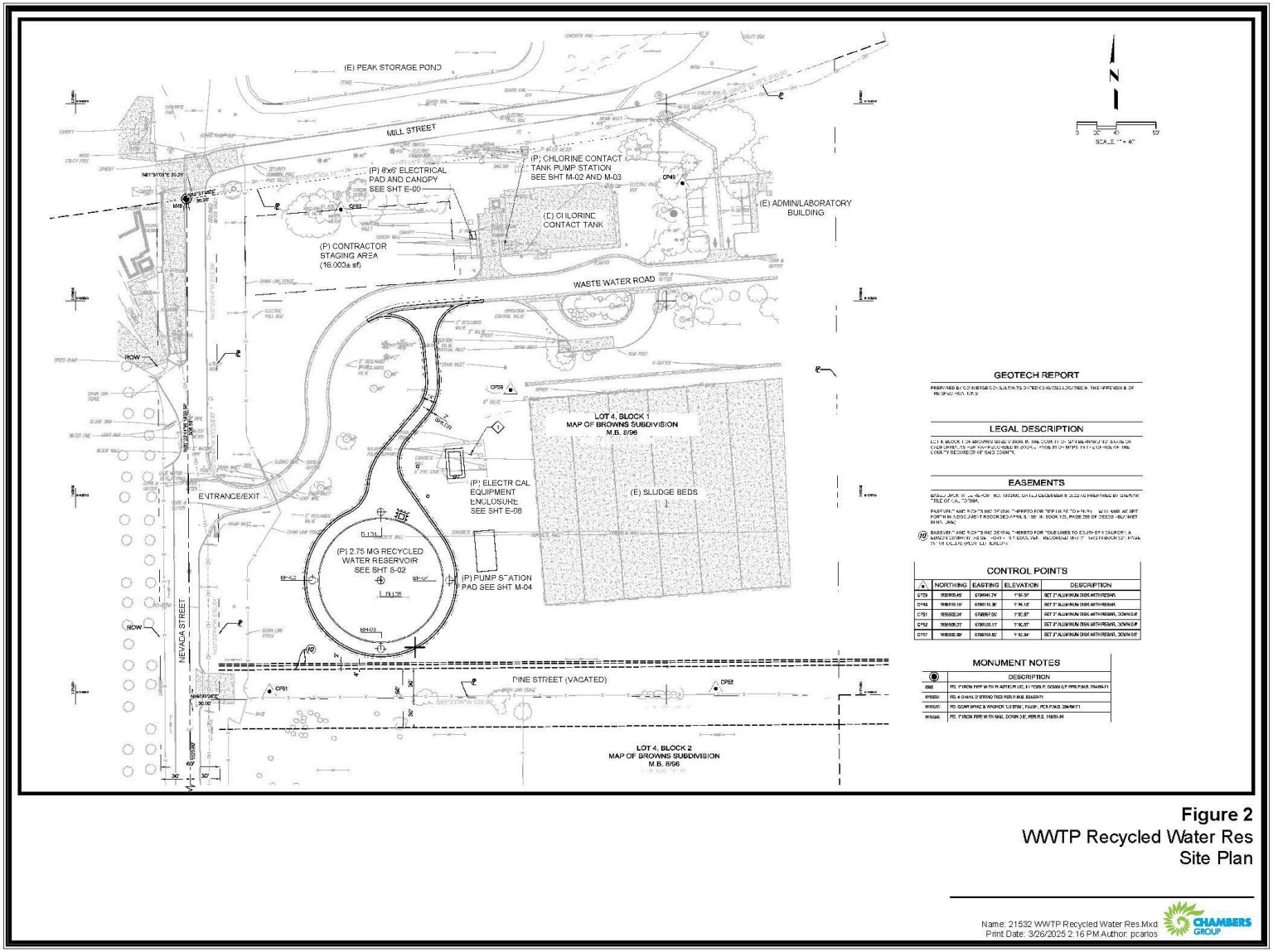
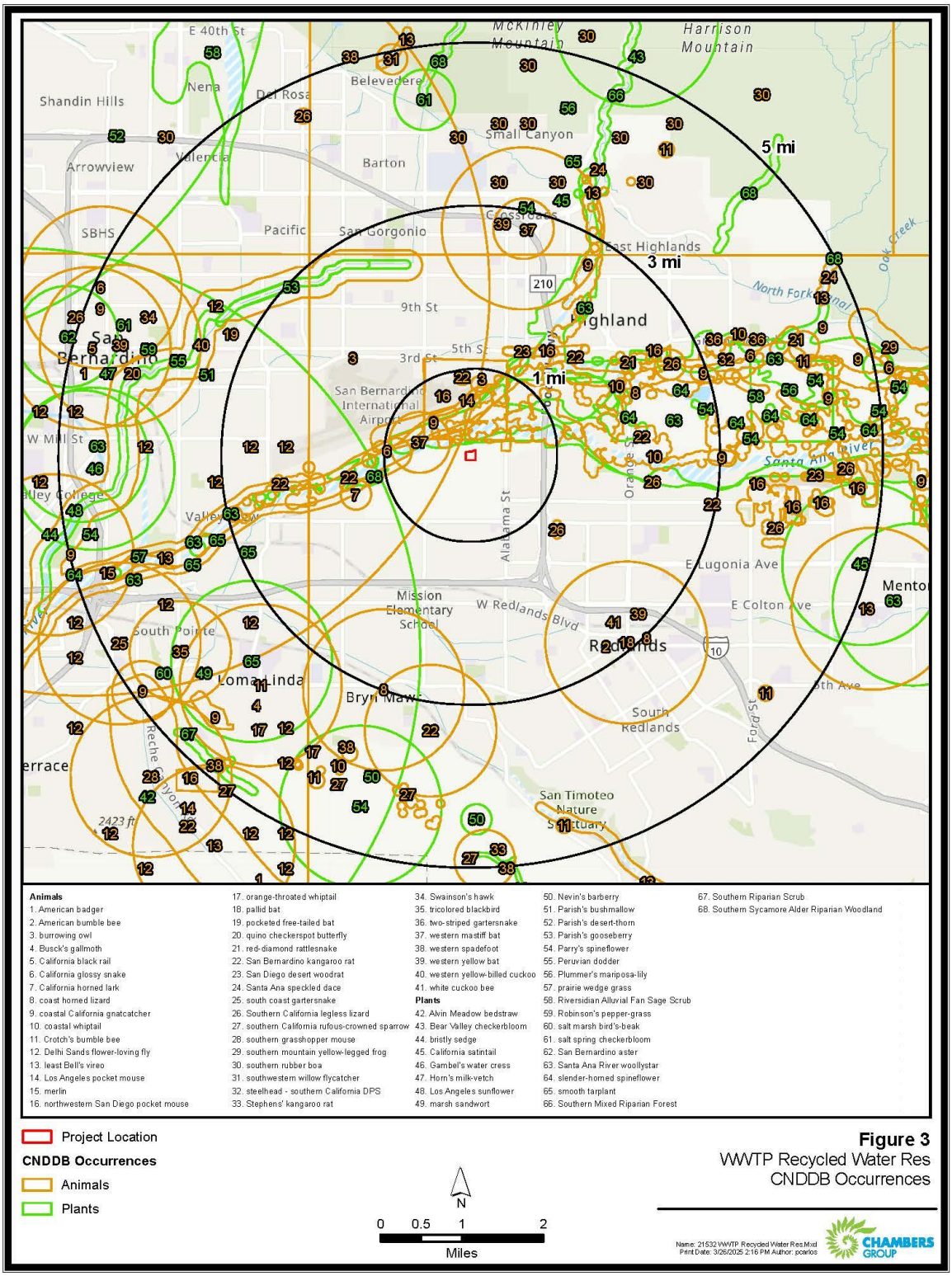


Figure 2
WWTP Recycled Water Res
Site Plan

Name: 21532 WWTP Recycled Water Res.Mxd
Print Date: 3/26/2025 2:16 PM Author: pcarlos

Figure 3 – CNDDB Occurrences



SECTION 2.0 – ENVIRONMENTAL DETERMINATION

2.1 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would potentially be affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklists on the following pages. For each of the potentially affected factors, mitigation measures are recommended that would reduce the impacts to less than significant levels.

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

2.2 DETERMINATION

On the basis of this initial evaluation:

1. I find that the project **could not** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared. ☐
2. I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION (MND)**will be prepared. ☒
3. I find the Proposed Project **may have a significant effect** on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required. ☐
4. I find that the Proposed Project **may have a "potentially significant impact" or "potentially significant unless mitigated impact"** on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed. ☐
5. I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **ENVIRONMENTAL IMPACT REPORT** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **ENVIRONMENTAL IMPACT REPORT** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required. ☐

Signature	Date
Name	Title

SECTION 3.0 – EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if substantial evidence exists that an effect may be significant. If one or more "Potentially Significant Impact" entries are marked when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or ND Section 15063(c)(3)(D) of the CEQA Guidelines. In this case, a brief discussion should identify the following:
    a. Earlier Analysis Used. Identify and state where they are available for review.
    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
    c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
8. The explanation of each issue should identify:
    a. The significance criteria or threshold, if any, used to evaluate each question; and
    b. The mitigation measure identified, if any, to reduce the impact to less than significant.

SECTION 4.0 – CHECKLIST OF ENVIRONMENTAL ISSUES

4.1 AESTHETICS

1.	AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
(b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
(c)	Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
(d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

4.1.1 Impact Analysis

a) Would the project have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. The City implements regulations to protect and enhance the unique visual resources of the City. These visual resources include the community's hillside setting, diverse topographic forms, and scenic qualities, including the San Bernardino Mountains and San Timoteo Nature Sanctuary. The Project site is bounded by the Santa Ana River/open space to the north, a vacant parcel to the east, and undeveloped land, commercial/industrial lands, and businesses to the south and west. The Santa Ana River lies between the Project site and the San Bernardino International Airport. Although the San Bernardino Mountains are visible from the Project Site, the height of the machinery for construction and the height of the reservoir will not exceed the height of the surrounding buildings. The above-ground height of the reservoir would be 15 feet, which is lower than the height of the surrounding buildings. The Proposed Project would not block views from key public viewpoints, such as major roads, parks, or public trails. None of the public views of the San Bernardino Mountains, San Timoteo Nature Sanctuary, or surrounding community parks would be hindered by the Project site due to the distance from and the height of these scenic vistas. Therefore, impacts would be less than significant.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Less than Significant Impact. The Project site is located on disturbed land as a result of the existing reservoir infrastructure and adjacent industrial land uses. According to the California Department of Transportation (Caltrans) Scenic Highway System, Route 38 is listed as an eligible scenic highway (Caltrans 2023). Route 38, located approximately 2.33 miles southeast, is not visible from the Project site. The Proposed Project is not located within a state scenic highway, and there are no historic buildings or rock outcroppings within the Proposed Project vicinity. Impacts would be less than significant.

c) *Would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

Less than Significant Impact. The Project Site is currently a vacant and visibly disturbed lot on the property of an existing water facility ~~reservoir~~. Aerial images from Google Earth Pro indicate signs of disturbance on the Project site: tire marks, grey-colored ground, and a possibly graded, flat surface. While the Proposed Project would alter the site's existing visual character through the addition of a 15-foot-high recycled water reservoir and pump station, this change would not substantially degrade public views. The site is situated in a predominantly commercial and industrial area, where large-scale infrastructure is common and consistent with the visual context. The proposed facilities would be similar in scale and appearance to nearby structures, ensuring compatibility with the surrounding built environment. Therefore, impacts would be less than significant.

d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less than Significant Impact. Existing light sources within the Project vicinity include lights from vehicles along adjacent roadways and outdoor lighting from adjacent industrial land uses. Night lighting is present for security purposes on the existing WWTP site. Besides light spillover from existing structures and vehicle lights, no other lighting is currently located within the Project site. During construction, the Proposed Project would generate light and glare from the presence and operation of vehicles and equipment. Construction would be scheduled between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. No construction work will occur on weekends or City observed holidays per Chapter 8.06, *Community Noise Control*, of the City's Municipal Code. Once constructed, any security lighting will be designed per the City's Lighting Development Standards, Section 18.156.750 of the Municipal Code. The proposed recycled water reservoir tanks would be coated with antiglare coating and would blend in with the existing surroundings; therefore, any impacts associated with light and glare would be less than significant.

4.2 AGRICULTURE & FORESTRY RESOURCES

2.	**AGRICULTURE & FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☒	☐
(b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
(c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
(d)	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
(e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or the conversion of forest land to non-forest use?	☐	☐	☒	☐

4.2.1 Impact Analysis

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

Less than Significant Impact. The Farmland Mapping and Monitoring Program (FMMP), administered by the California Department of Conservation (DOC), produces maps and statistical data to analyze impacts on California's agricultural resources. Agricultural land is rated according to soil quality and irrigation status. The Proposed Project site is categorized as Urban and Built-Up land, which is land occupied by structures with a building density of at least 1 unit to 1.5 acres (DOC 2022). There is a Citrus Grove that is categorized as Prime Farmland, approximately 85 feet from the western boundary of the Project site. However, the Proposed Project would not encroach onto the Citrus Grove boundaries. Given that the Project site is not within Prime Farmland, Unique Farmland, or Farmland

of Statewide Importance, there will not be a conversion of uses. Impacts would be less than significant.

b) *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact. The Project site is zoned as EV/PI and is designated under the General Plan Land Use Map as Public/Institutional. None of the Project's parcels are in a Williamson Act contract or conflict with any existing zoning for agricultural use (City 2017). No impact would occur.

c) *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. The Project site has minimal existing vegetation and is located on a vacant plot. All existing trees on-site will be protected in place under the Proposed Project. The site is not currently zoned for forest land or timberland; the Proposed Project would therefore not conflict with existing zoning of forest land or timberland (DOC 2022). No impact would occur.

d) *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. See discussion in sections b) and c), above. The Project site is zoned as EV/PI and is not located within forest land or timberland (DOC 2022). All existing trees on-site will be protected in place under the Proposed Project. No forest land would be lost or converted to non-forest uses with the implementation of the Proposed Project. No impact would occur.

e) *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or the conversion of forest land to non-forest use?*

Less than Significant Impact. The Proposed Project site contains one existing water facility ~~tank~~ and is adjacent to City-Owned Citrus Groves to the west, the Santa Ana River/open space to the north, a vacant parcel to the east, and undeveloped, commercial/industrial lands, and businesses to the south and west. While City-Owned Citrus Groves located on Prime Farmland are adjacent to the Project site, the Proposed Project will not encroach on the Citrus Grove boundaries, thus will not result in conversion of farmland to nonagricultural use or forest land to non-forest use. The Project site itself is not designated as farmland or forest land, nor does it contain such resources. Therefore, impacts would be less than significant.

4.3 AIR QUALITY

3.	AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
(b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐

3.	**AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(c)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
(d)	Result in other emissions, such as those leading to odors adversely affecting a substantial number of people?	☐	☐	☒	☐

4.3.1 Impact Analysis

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact. An Air Quality, Greenhouse Gas Emissions and Energy Technical Memorandum (Air Report) was prepared for the Proposed Project by Vista Environmental in March 2025. The full report and models are provided in Appendix A.

The Proposed Project would not conflict with or obstruct implementation of the SCAQMD Air Quality Management Plan (AQMP). The following section discusses the Proposed Project's consistency with the SCAQMD AQMP.

SCAQMD Air Quality Management Plan

The CEQA requires a discussion of any inconsistencies between a Proposed Project and applicable general plans and regional plans (CEQA Guidelines Section 15125). The regional plan that applies to the Proposed Project includes the SCAQMD AQMP. Therefore, this section discusses any potential inconsistencies of the Proposed Project with the AQMP.

The purpose of this discussion is to set forth the issues regarding consistency with the assumptions and objectives of the AQMP and discuss whether the Proposed Project would interfere with the region's ability to comply with Federal and State air quality standards. If the decision-makers determine that a Proposed Project is inconsistent, the lead agency may consider Project modifications or the inclusion of mitigation to eliminate the inconsistency.

The SCAQMD CEQA Handbook states that "New or amended GP Elements (including land use zoning and density amendments), Specific Plans, and significant projects must be analyzed for consistency with the AQMP." Strict consistency with all aspects of the plan is usually not required. A proposed project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The SCAQMD CEQA Handbook identifies two key indicators of consistency:

(1) Whether the project will result in an increase in the frequency or severity of existing air quality violations, or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

(2) Whether the project will exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

Both of these criteria are evaluated in the following sections.

Criterion 1 - Increase in the Frequency or Severity of Violations?
Based on the air quality modeling analysis contained in Appendix A, short-term regional construction air emissions would not result in significant impacts based on SCAQMD regional thresholds of significance and local thresholds of significance. The ongoing operation of the Proposed Project would generate air pollutant emissions that are inconsequential on a regional basis and would not result in significant impacts based on SCAQMD thresholds of significance. The analysis for long-term local air quality impacts indicates that local pollutant concentrations would not exceed the air quality standards (Table 4-2).

Therefore, based on the information provided above, the Proposed Project would be consistent with the first criterion. A less than significant long-term impact would occur, and no mitigation would be required.

Criterion 2 - Exceed Assumptions in the AQMP?
Consistency with the AQMP assumptions is determined by performing an analysis of the Proposed Project in relation to the assumptions used in the AQMP. The emphasis of this criterion is to ensure that the analyses conducted for the Proposed Project are based on the same forecasts as the AQMP. The AQMP is developed using planning forecasts provided in the Connect SoCal and the 2019 Federal Transportation Improvement Program (FTIP). Connect SoCal serves as a major planning document for the regional transportation and land use network within Southern California. It is a federally and state-mandated long-range plan prepared by the Southern California Association of Governments (SCAG) and is updated every four years. The 2019 FTIP provides long-range planning for future transportation improvement projects that are constructed with state and/or federal funds within Southern California. Local governments are required to use these plans as the basis for their planning efforts to ensure consistency with applicable regional plans under CEQA. For this Project, the City's General Plan Land Use Plan defines the assumptions that are represented in AQMP.

The Project site is currently designated as EV/PI in the General Plan. The proposed reservoir and pump stations are an allowed use within this land use designation and would not require a General Plan Amendment. As such, the Proposed Project is not anticipated to exceed the AQMP assumptions for the Project site and is found to be consistent with the AQMP for the second criterion.

Based on the above discussion, the Proposed Project will not result in an inconsistency with the SCAQMD AQMP. Therefore, a less than significant impact will occur in relation to the implementation of the AQMP.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact. The Proposed Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable Federal or State ambient air quality standard.

The analysis below assumes that individual projects that do not generate operational or construction emissions that exceed the SCAQMD's recommended daily thresholds for project-specific impacts would also not cause a cumulatively considerable increase in emissions for those pollutants for which the South Coast Air Basin (Basin) is in nonattainment, and, therefore, would not be considered to have a significant adverse air quality impact. Alternatively, individual project-related construction and operational emissions that exceed SCAQMD thresholds for project-specific impacts would be

considered cumulatively considerable. The following section calculates the potential air emissions associated with the construction and operations of the Proposed Project and compares the emissions to the SCAQMD standards.

Construction-Related Emissions

The construction activities for the Proposed Project are anticipated to include site preparation and grading of up to 2.4 acres, building construction of the proposed reservoir and pump station, paving of the access road, and application of architectural coatings. The CalEEMod model has been utilized to calculate the construction-related emissions from the Proposed Project, and the input parameters utilized in this analysis have been detailed in Section 7.1 of the Air Report (Appendix A). The maximum daily construction-related criteria pollutant emissions from the Proposed Project are shown below in Table 4-1.

Table 4-1. Construction-Related Criteria Pollutant Emissions

Season and Year of Construction	Maximum Daily Pollutant Emissions					
	VOC	NOx	CO	SO2	PM10	PM2.5
Winter 2026	1.47	12.9	14.6	0.03	2.55	1.45
Summer 2026	1.20	10.2	12.2	0.02	0.45	0.36
Winter 2027	12.9	5.80	8.96	0.01	0.43	0.26
Maximum Daily Construction Emissions	**12.9**	**12.9**	**14.6**	**0.03**	**2.55**	**1.45**
SCQAMD Regional Thresholds	75	100	550	150	150	55
SCAQMD Local Thresholds	--	684	23,304	--	205	104
Exceeds Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod Version 2022.1.
Notes: [1] The nearest sensitive receptor is Packinghouse Christian Academy, located as near as 4,100 feet (1,250 meters) south of the project site. As such, the 500-meter threshold (largest threshold available) was utilized. Calculated from SCAQMD's Mass Rate Look-up Tables for two acres in Air Monitoring Area 34, San Bernardino Valley.

Table 4-1 shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during construction of the Proposed Project. Therefore, a less than significant regional or local air quality impact would occur from the construction of the Proposed Project.

Long-Term Operational Air Quality Impacts

The Proposed Project would consist of the operation of the proposed recycled water reservoir and pump station. The Proposed Project would generate air emissions from area sources and energy usage. The operations-related criteria air quality impacts created by the Proposed Project have been analyzed through the use of the CalEEMod model. The worst-case summer or winter volatile organic compounds (VOC), nitrogen oxide (NOx), carbon monoxide (CO), sulfur dioxide (SO2), particulate matter with an aerodynamic diameter less than 10 microns (PM10), and particulate matter with an aerodynamic diameter less than 2.5 microns (PM2.5) daily emissions created from the Proposed Project's long-term operations are summarized below in Table 4-2, and the CalEEMod emissions printouts are in Appendix A.

Table 4-2. Operations-Related Criteria Pollutant Emissions

Emissions Source	Pollutant Emissions(pounds/day)					
	ROG	NOx	CO	SO2	PM10	PM2.5
Mobile Sources[1]	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
Area Sources[2]	0.42	<0.01	<0.01	<0.01	<0.01	<0.01
Energy Usage[3]	<0/01	<0.01	<0.01	<0.01	<0.01	<0.01
Total Operational Emissions	0.42	<0.01	<0.01	<0.01	<0.01	<0.01
SCQAMD Regional Thresholds	55	55	530	150	150	55
SCAQMD Local Thresholds	--	684	23,304	--	205	104
Exceeds Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod Version 2022.1.
Notes:
[1] Mobile sources consist of emissions from vehicles and road dust. As detailed above, the operation of the project would not generate any new trips.
[2] Area sources consist of emissions from consumer products, architectural coatings, and landscaping equipment.
[3] Energy usage consists of emissions from natural gas usage. The project would not include any appliances that use natural gas.
[4] The nearest sensitive receptor is Packinghouse Christian Academy, located as near as 4,100 feet (1,250 meters) south of the project site. As such, the 500-meter threshold (the largest threshold available)

The data provided in Table 4-2 above shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during operation of the Proposed Project. In general, the operation of the new recycled water reservoir tank and pump station will be passive, as there will be no equipment installed on the reservoir tank that creates air emissions. ~~The existing water tank will continue to function while the new reservoir tank is constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees. No change would occur between the maintenance activities for the existing water tank and the proposed reservoir tanks.~~ As such, the operation of the Proposed Project would not create any additional air emissions beyond which is currently being created. Therefore, a less than significant regional or local air quality impact would occur from the operation of the Proposed Project.

c) *Would the project expose sensitive receptors to substantial pollutant concentrations?*

Less Than Significant Impact. The Proposed Project would not expose sensitive receptors to substantial pollutant concentrations. The nearest sensitive receptor to the Project site is Packinghouse Christian Academy that is located as near as 4,100 feet (1,250 meters) south of the Project site. As such, the 500-meter (1,640 foot) threshold was utilized in the Air Report. The local concentrations of criteria pollutant and toxic air contaminant emissions that are produced in the nearby vicinity of the Proposed Project, which may expose sensitive receptors to substantial concentrations, have been calculated for both construction and operations, which are discussed separately below.

Construction-Related Sensitive Receptor Impacts

Construction activities may expose sensitive receptors to substantial pollutant concentrations of localized criteria pollutant concentrations and from toxic air contaminant emissions created from on-site construction equipment, which are described below and in Appendix A.

Local Criteria Pollutant Impacts from Construction

The local air quality impacts from construction of the Proposed Project have been analyzed and found that the construction of the Proposed Project would not exceed the local NOx, CO, PM 10, and PM 2.5 thresholds of significance (see Table 4-2). Therefore, construction of the Proposed Project would create a less than significant construction-related impact on local air quality and sensitive receptors, and no mitigation would be required.

Toxic Air Contaminant Impacts from Construction

The greatest potential for toxic air contaminant emissions would be related to diesel particulate matter (DPM) emissions associated with heavy equipment operations during construction of the Proposed Project. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk". "Individual cancer risk" is the likelihood that a person exposed to concentrations of toxic air contaminants over a 70-year lifetime will contract cancer, based on the use of standard risk-assessment methodology. It should be noted that the most current cancer risk assessment methodology recommends analyzing a 30-year exposure period for the nearby sensitive receptors.

Given the relatively limited number of heavy-duty construction equipment, the varying distances that construction equipment would operate to the nearby sensitive receptors, and the short-term construction schedule, the Proposed Project would not result in a long-term (i.e., 30 or 70 years) substantial source of toxic air contaminant emissions and corresponding individual cancer risk. In addition, California Code of Regulations Title 13, Article 4.8, Chapter 9, Section 2449 regulates emissions from off-road diesel equipment in California. This regulation limits the idling of equipment to no more than five minutes, requires equipment operators to label each piece of equipment, and provides annual reports to the California Air Resources Board (CARB) of their fleet's usage and emissions. This regulation also requires systematic upgrading of the emission Tier level of each fleet, and currently, no commercial operator is allowed to purchase Tier 0, Tier 1, or Tier 2 equipment. In addition to the purchase restrictions, equipment operators need to meet fleet average emissions targets that become more stringent each year between the years 2014 and 2023. By January 2026, 75 percent or more of all contractors' equipment fleets must be Tier 2 or higher, and by January 2029, 100 percent of all equipment fleets must be Tier 2 or higher. Therefore, no significant short-term DPM impacts would occur during construction of the Proposed Project.

Construction of the Proposed Project would result in a less than significant exposure of sensitive receptors to substantial pollutant concentrations.

Operations-Related Sensitive Receptor Impacts

The Proposed Project would consist of the operation of the proposed recycled water reservoir and pump station. The Proposed Project would generate air emissions from area sources and energy usage. The operations-related criteria air quality impacts created by the Proposed Project have been analyzed through the use of the CalEEMod model. The worst-case summer or winter VOC, NOx, CO,

SO2, PM10, and PM2.5 daily emissions created from the Proposed Project's long-term operations are summarized in Table 4-2, and the CalEEMod emissions printouts are in Appendix A.

The data provided in Table 4-2 above shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during operation of the Proposed Project. In general, the operation of the new recycled water reservoir tank and pump station will be passive, as there will be no equipment installed on the reservoirs ~~tanks~~ that create air emissions. ~~The existing water tank will continue to function while the new reservoir tank is constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees.~~ No change would occur between the maintenance activities for the existing water facility ~~tank~~ and proposed reservoir tanks. As such, the operation of the Proposed Project would not create any additional air emissions, beyond which is currently being created. Therefore, the operation of the Proposed Project would result in a less than significant exposure of sensitive receptors to substantial pollutant concentrations.

d) Would the project result in other emissions, such as those leading to odors adversely affecting a substantial number of people?

Less Than Significant Impact. The Proposed Project would not create objectionable odors affecting a substantial number of people. Individual responses to odors are highly variable and can result in a variety of effects. Generally, the impact of an odor results from a variety of factors such as frequency, duration, offensiveness, location, and sensory perception. The frequency is a measure of how often an individual is exposed to an odor in an ambient environment. The intensity refers to an individual's or group's perception of the odor strength or concentration. The duration of an odor refers to the elapsed time over which an odor is experienced. The offensiveness of the odor is the subjective rating of the pleasantness or unpleasantness of an odor. The location accounts for the type of area in which a potentially affected person lives, works, or visits; the type of activity in which he or she is engaged; and the sensitivity of the impacted receptor.

Sensory perception has four major components: detectability, intensity, character, and hedonic tone. The detection (or threshold) of an odor is based on a panel of responses to the odor. There are two types of thresholds: the odor detection threshold and the recognition threshold. The detection threshold is the lowest concentration of an odor that will elicit a response in a percentage of the people who live and work in the immediate vicinity of the Project site and is typically presented as the mean (or 50 percent of the population). The recognition threshold is the minimum concentration that is recognized as having a characteristic odor quality and is typically represented by recognition by 50 percent of the population. The intensity refers to the perceived strength of the odor. The odor character is what the substance smells like. The hedonic tone is a judgment of the pleasantness or unpleasantness of the odor. The hedonic tone varies in subjective experience, frequency, odor character, odor intensity, and duration. Potential odor impacts have been analyzed separately for construction and operations below.

Construction-Related Odor Impacts

Potential sources that may emit odors during construction activities include the application of coatings such as asphalt pavement, paints, solvents, and emissions from diesel equipment. Standard construction requirements that limit the time of day when construction may occur as well as SCAQMD Rule 1108, which limits volatile organic compounds (VOC) content in asphalt, and Rule 1113, which limits the VOC content in paints and solvents, would minimize odor impacts from construction. As such, the objectionable odors that may be produced during the construction process would be

temporary and would not likely be noticeable for extended periods of time beyond the Project site's boundaries. Through compliance with the applicable regulations that reduce odors and due to the transitory nature of construction odors, a less than significant odor impact would occur, and no mitigation would be required.

Operations-Related Odor Impacts

The Proposed Project would consist of the development of an enclosed recycled water reservoir tank and pump station. Enclosed reservoir tanks are not a known source of odors. Therefore, a less than significant odor impact would occur from operation of the Proposed Project.

4.4 BIOLOGICAL RESOURCES

4.	BIOLOGICAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
(b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
(c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
(d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
(e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
(f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

4.4.1 Impact Analysis

a) *Would the project have a substantial adverse effect, either directly or through habitat modification, on any species identified as candidate, sensitive or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Less than Significant Impact. The Project site is located on vacant, disturbed land. Historical aerial images from Google Earth Pro show signs of disturbance on the Project site: trucks and machinery present, tire marks, grey-colored ground, and a possibly graded, flat surface. There is minimal vegetation on the Project site. The Project site is currently used as a worksite for a water treatment facility.

Based on a review of the California Natural Diversity Data Base (CNDDB), there have been no special-status species recorded within the Project site. However, approximately 7 special-status species have been recorded within a 1-mile radius of the Project site – all within the Santa Ana River located 0.20 miles north (refer to Figure 3). These species include California glossy snake (*Arizona elegans occidentalis*), burrowing owl (*Athene cunicularia*), coastal California gnatcatcher (*Polioptila californica californica*), northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*), San Bernardino kangaroo rat (*Dipodomys merriami parvus*), Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), and western mastiff bat (*Eumops perotis californicus*).

According to the City of Redlands General Plan 2035, the Riversidean Alluvial Fan Sage Scrub habitat, located between the Santa Ana River and the Project site, is designated as a special status habitat due to its limited occurrence or vulnerability (City 2017). Special status species commonly present in this habitat include Slender-horned spineflower (*Dodecahema leptoceras*), Sanctorum Santa Ana River woollystar (*Eriastrum densifolium ssp*), and California gnatcatcher (*Polioptila californica*).

However, the Project site is not directly located on the Riversidean Alluvial Fan Sage Scrub Habitat. Development of a buffer zone will be unnecessary because there is ~~an~~ existing WWTP infrastructure ~~water reservoir development~~ between the Project Site and the special status habitat. The existing vegetation on the Project site is minimal and, due to existing development on the WWTP site, the area is disturbed and unsuitable for supporting special-status species. This is consistent with the CNDDB review that shows no special status species have been recorded on the Project site.

The Proposed Project will not have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (UFWS). Impacts will be less than significant.

b) *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Less than Significant Impact. The Project site is adjacent to an annual grassland, the Riversidean Alluvial Fan Sage Scrub, and Riparian Habitat to the north and agriculture to the west (City 2017). As previously discussed above, the Project site is not located directly on special status Riversidean Alluvial Fan Sage Scrub. The existing Project Site is heavily disturbed, has minimal vegetation, does not contain suitable habitat, and there is existing development between the Project Site and sensitive habitat.

Therefore, the Proposed Project will have no substantial adverse effect on any riparian habitat or other sensitive natural communities; impacts will be less than significant.

c) *Would the project have a substantial adverse effect on state or federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

Less than Significant Impact. The Project site is located on an existing disturbed vacant lot. There are no state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) within the Project site. Therefore, no direct removal, filling, or alteration of wetland habitat would occur.

The Santa Ana River, located approximately 0.20 miles north from the Project site, was established as a state-protected wetland in 2014 by Senate Bill (SB) 1390 (California 2014). Given the 0.20-mile distance and existing WWTP infrastructure between the Santa Ana River and the Project site, the Proposed Project will not result in direct encroachment, modification, or disturbance to this protected wetland area.

The declining slope between the Project site and the Santa Ana River is 2.82 percent. The Project site sits at a slightly higher elevation, so while drainage patterns may connect to the river, the Project does not involve activities that would alter its hydrology, such as redirecting water flow, increasing runoff, or introducing contaminants.

Per the City's Municipal Code Section 13.54.180, any new construction activity shall use best management practices (BMPs) to prevent the discharge of pollutants to the municipal separate storm water system (MS4) to the maximum extent practicable. Responsible parties must also ensure the proper removal and disposal of potential pollutants (e.g. fuels, waste fuels, and chemicals) from areas exposed to stormwater.

The Proposed Project will comply with all applicable stormwater management regulations, including BMPs to prevent erosion, sediment transport, and water quality degradation. These measures ensure that construction and operation activities will not affect nearby wetland areas. Therefore, impacts will be less than significant.

d) *Would the project Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Less than Significant Impact. According to the County of San Bernardino (County) General Plan Open Space Element map, the Project Site is near the Santa Ana River wildlife corridor (County 2007a). The City's Critical Habitat and Principal Waters figure in the City's General Plan shows that the Project site is not located within any listed critical habitats (City 2017).

The Project site is a previously disturbed, vacant parcel with minimal vegetation and limited ecological function. Existing WWTP infrastructure lies between the Project site and the Santa Ana River wildlife corridor. As such, the Project site does not serve as a native wildlife nursery site or an active migratory corridor. Furthermore, the Proposed Project involves passive infrastructure – a recycled water storage tank - which will not introduce significant noise, light, or ongoing human activity that could disrupt wildlife movement in the nearby Santa Ana River.

The San Bernardino County Airport, located directly north of the Santa Ana River, produces noise levels that would exceed those occurring during the construction of the Proposed Project. Given the existing noise environment, there will be minimal noise impacts the Proposed Project would have on native wildlife species or migratory wildlife corridors within the Santa Ana River area. There will be no increase in staff for the Proposed Project that would create long-term noise impacts. Operation of the recycled water tanks would be passive and would not create significant noise. Thus, impacts towards native resident species, migratory fish, wildlife species, wildlife corridors, or native wildlife nursery sites would be less than significant.

e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Less than Significant Impact. The City's General Plan and Municipal Code outlines various preservation policies and ordinances to protect the City's biological resources. Policies 6-P.7 through 6-P.10 and 6-A.11 through 6-A.16 in the General Plan provide guiding principles and actions for the City's protection of biological resources, including habitat preservation, buffer zone requirements, and managing activities within the Santa Ana River Wash and Upper Santa Ana River Land Management Habitat Conservation Plan (City 2017).

Chapter 12.52 of the City's Municipal Code establishes tree protection policies within the City, including preservation of mature and healthy public trees, designation of native and specimen trees, and tree maintenance.

The Project site is a previously disturbed, vacant parcel, with minimal vegetation and limited ecological function. The existing WWTP infrastructure ~~water tank~~ between the Proposed Project and the Santa Ana River would effectively serve as a buffer between Project activities and biological resources contained in the Santa Ana River. All trees on the Project site will be protected in place, and there is no proposed tree removal for the Project. Additionally, the Project boundaries do not encroach onto the adjacent Citrus Groves. Therefore, the Proposed Project will not conflict with any local policies or ordinances protecting biological resources; impacts would be less than significant.

f) *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservancy Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

Less than Significant Impact. The City's General Plan policy 6-A.21 ensures that future activities in the Santa Ana River Wash are consistent with the habitat conservation policies of the Upper Santa Ana River Land Management Habitat Conservation Plan (Wash Plan) (City 2017). The Project site is located approximately 0.45 miles south of the Wash Plan's boundary (USFW 2019). The Project site is located outside of the established Wash Plan boundary, with existing WWTP development in between, and is located on a disturbed vacant lot; therefore, impacts will be less than significant.

4.5 CULTURAL RESOURCES

5.	CULTURAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☒	☐

5.	CULTURAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
(c)	Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

4.5.1 Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

Less than Significant Impact. The City of Redlands is renowned for its well-preserved historical character, reflecting its development during the late 19th and early 20th centuries. Founded in the 1880s and incorporated in 1888, Redlands became known for its mature street trees, citrus groves, and detailed historic buildings, many of which still exist today. The City features several designated historic districts and landmarks, including the Smiley Park Historic District, the Redlands Bowl, the A.K. Smiley Public Library, and various Mission Revival and Victorian-era homes. Redlands' commitment to historic preservation is reflected in its Historic and Scenic Preservation Element of the General Plan, and its local Historic and Scenic Preservation Commission oversees the identification and protection of historic resources. Numerous properties in the city are listed as a City of Redlands Historic Resource, on the National Register of Historic Places (NRHP), or are eligible for listing under California Register of Historic Resources (CRHR) due to their architectural style, historical associations, or contribution to the city's cultural heritage (City 2017).

To confirm the Project site does not contain historic resources, on February 12, 2025, Chamber's Group submitted a California Historical Resources Information System (CHRIS) Data Request for historic resources within a ½ mile radius of the Project site. On April 14, 2025, the search results were received from the South Central Coastal Information Center (SCCIC) and indicated the lack of historical resources on the Project site, as discussed below.

The CHRIS search results indicate that while there is potential for the WWTP to be listed under the NRHP and CRHR, there are several criteria the site does not meet for eligibility in the NRHP, CRHR, or a City of Redlands Historic Resource defined in City Municipal Code Section 2.24.020. To summarize, the following lists the reasons from the CHRIS search results on why the Project site is ineligible for listing as a historic resource:

- **Lack of Historical Significance**: The site is currently composed of historic-age and modern buildings, structures, and infrastructure that are not associated with any significant historical events or individuals (NRHP/CRHR Criteria A and B; City Criteria A–C).
- **No Distinctive Architecture or Engineering**: While the facility retains many of its original features from 1962 and 1972, it does not exhibit unique or innovative architectural or engineering qualities, nor is it the work of a master designer. The site has undergone several upgrades in 1987, 1989, 2003, 2006, and 2022 (NRHP/CRHR Criterion C; City Criteria D–F, H).

- **Not a Unique Example**: The WWTP design and function are typical of mid-20th century wastewater treatment facilities nationwide. Its features and construction techniques are common, industrial, and utilitarian (NRHP/CRHR Criterion C; City Criteria H, I).
- **Lacks Research Value**: The site and its few pre-existing features (like the orchard remnants and refuse deposit) do not offer significant information potential due to disturbance and lack of uniqueness (NRHP/CRHR Criterion D).
- **No Local Landmark Qualities**: The WWTP is obscured from public view and does not serve as a familiar or visually significant community feature (City Criterion G), nor does it enhance the city's historic or scenic character (City Criteria J, K).

The lack of historic resources on the Project site and its vicinity suggests that the Proposed Project would not result in a significant impact on a historical resource of architectural significance. Additionally, the existing water facility ~~tank~~ will not be affected by the Proposed Project. Impacts would be less than significant.

b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Less than Significant Impact With Mitigation Incorporated. The Redlands area has a rich cultural history, with evidence of long-term occupation by the Serrano and Gabrielino (Tongva) peoples. Paleontological resources, including fossils, have been found in the Redlands area, and there is potential for archaeological and paleontological finds to occur in remaining, unexcavated open space areas within the City. Areas near springs and streams (such as San Timoteo Canyon Creek, Yucaipa Creek in Live Oak Canyon), tributaries and their canyons, and adjacent to larger water bodies (such as the bluffs, terraces, and hillsides above the Santa Ana River and Mill Creek) are considered particularly sensitive for archaeological resources (City 2017).

The CHRIS Data Request search results that Chambers Group received from the SCCIC on April 14, 2025, indicate there is one potential archaeological resource within the Project site boundary. "Feature 38," from an Archaeological Site Record in the CHRIS data system, is the remnant of a concrete pad and steel base for a wind machine – likely used for agricultural activities in the mid-20th Century. This pad has been moved from its original location, which was on the terrace above the WWTP to the east. It is a square-shaped concrete pad, measuring 5 x 5 feet and 4 inches thick. It has a large steel base for a wind machine; it is assumed the pad was used in an orchard for a wind machine. Inscribed into the concrete are the words "Armstrong Ranch/circle 4/1958." The pad has been partially demolished. According to the Archaeological Site Record, Feature 38 is heavily disturbed, not unique for the time period, and cannot provide important information about the history of the area. This feature will also not be disturbed during the construction and operation of the Proposed Project.

Other than Feature 38, there are no other historic or prehistoric resources recorded within the Project boundary. The soils that compose the terrace above the river in the southern portion of the WWTP property (including the Project site) may have buried sites, but the property has had heavy disturbances from the construction and expansion of the WWTP over time, and intact subsurface archaeological deposits are not expected to exist; however, this does not preclude the possibility of undisturbed subsurface deposits. The City's General Plan identifies the bluffs, terraces, and hillsides above the Santa Ana River as archaeologically sensitive areas (City 2017). Extensive excavation and grading during construction could result in the unanticipated discovery of archaeological resources.

Furthermore, based on Tribal Consultation discussed in Section 4.18, in the event that the unanticipated discovery of archaeological resources, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) requested language to be incorporated into the Cultural Resources Mitigation Measures.

Therefore, the following mitigation measures shall be implemented to ensure that potential impacts to cultural and archaeological resources would result in less than significant impacts.

MM CUL-1 The City shall retain the services of a Qualified Archaeologist, meeting the Secretary of the Interior Standards, or County requirements, whichever is the greater. The Qualified Archaeologist shall remain on-call throughout the Project. Upon approval or request by the City, a cultural resources mitigation plan (CRMP) outlining procedures for cultural resources monitoring, mitigation, treatment, and data recovery of any unanticipated discovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the CRMP shall include consultations with the City, as well as a requirement that the curation of any significant cultural resources recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised.

If significant pre-contact cultural resources, as defined by CEQA, are discovered and avoidance cannot be ensured, the drafts of the CRMP shall be provided to YSMN for review and comment. The archaeologist shall monitor the remainder of the Project and implement the CRMP accordingly.

MM CUL-2 In the event of the discovery of previously unidentified and/or potential cultural Resources during Project activities, the City, and/or its Contractor, shall immediately cease all work activities within an area of not less than 60 feet of the discovery. The City or its Contractor shall immediately contact the City and the City-retained on-call Qualified Archaeologist, who must meet the Secretary of the Interior Standards. Except in the case of cultural items that fall within the scope of the California Health and Safety Code 7050.5, CEQA Section 15064.5, or California PRC Section 5097.98, the discovery of any cultural resource within the Project site shall not be grounds for a project-wide “stop work” notice or otherwise interfere with the Project’s continuation except as outlined in this mitigation measure.

In the event of an unanticipated discovery of cultural resources during construction, the City-retained Qualified Archaeologist, who must meet the Secretary of the Interior standards, shall be contacted to evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If a CRMP is prepared for the Project, the protocols for the mitigation or treatment of cultural resources will be implemented. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program.

Additionally, any consulting Native American Tribal groups that requested notification of any unanticipated discovery of cultural resources on the Project shall be notified and included in subsequent consultation appropriately. Specifically, the YSMN shall be contacted regarding any pre-contact finds and provided information after the archaeologist makes his/her initial assessment of the nature of the find, to provide Tribal input with regards to significance and treatment.

MM-CUL-3 If cultural resources are encountered during the Project, the Qualified Archaeologist shall prepare a report summarizing any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the SCCIC, as required.

c) Would the project disturb any human remains, including those interred outside of formal cemeteries?

Less than Significant Impact with Mitigation Incorporated. The Project site is vacant and undeveloped. As previously discussed, no cultural resources were recorded within the Project site. The Project area is not otherwise known to be a previous cemetery or burial site. Given the potential for buried cultural resources based on the Project site's proximity to the Santa Ana River, encountering human remains during Project construction is possible.

In the event that human remains are discovered during ground-disturbing activities, then the Proposed Project would be subject to California Health and Safety Code 7050.5, CEQA Section 15064.5, and California Public Resources Code Section 5097.98. If human remains are found during ground-disturbing activities, State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. In the event of an unanticipated discovery of human remains, the County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the County Coroner shall notify the National American Heritage Commission (NAHC), which shall notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

Based on Tribal Consultation discussed in Section 4.18, in the event that the unanticipated discovery of human remains, the YSMN requested language to be incorporated into the Cultural Resources Mitigation Measures.

Therefore, the Proposed Project would result in less than significant impacts with mitigation incorporated.

MM-CUL-4 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

4.6 ENERGY

6.	ENERGY Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
(b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

4.6.1 Impact Analysis

a) Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?

Less than Significant Impacts. The analysis for the Proposed Project's energy usage for both construction and operations are provided below.

Construction Impacts

Construction activities would require energy for the manufacture and transportation of building materials, the preparation of the site (e.g., site clearing and grading), and the actual construction of the reservoir and pump station. Petroleum-based fuels such as diesel fuel and gasoline would be the primary sources of energy for these tasks.

The off-road construction equipment diesel fuel usage was calculated through the use of the off-road equipment assumptions provided in the CalEEMod output files and CARB's off-road equipment fuel use assumptions. The off-road equipment diesel fuel calculations are in the Air Report, which found that off-road equipment would consume 23,935 gallons of diesel fuel (Appendix A).

Fuel use associated with construction vehicle trips generated by the Proposed Project was also estimated. Such trips include construction worker trips, haul truck trips for material transport, and vendor trips for construction material deliveries. Fuel use from these vehicles traveling to the Project site was based on (1) the projected number of trips the Proposed Project would generate during construction (obtained from the CalEEMod output file attached to Appendix A, (2) average trip distances by trip type, and (3) average miles per gallon rates estimated in the ARB Emission Factors (EMFAC) mobile source emission model attached to Appendix A, which found on-road construction-related vehicle trips would consume 1,019 gallons of gasoline and 675 gallons of diesel fuel during construction of the Proposed Project.

Construction activities associated with the Project would be required to adhere to all State and SCAQMD regulations for off-road equipment and on-road trucks, which provide minimum fuel efficiency standards. As such, construction activities for the Proposed Project would not result in the wasteful, inefficient, and unnecessary consumption of energy resources. Impacts regarding transportation energy would be less than significant.

During construction, the Proposed Project would consume electricity to construct the new reservoir and pump station. Electricity would be supplied to the Project site by Southern California Edison and would be obtained from the existing electrical lines in the vicinity of the Project site. The use of electricity from existing power lines, rather than temporary diesel or gasoline powered generators, would minimize impacts on energy use. Electricity consumed during Project construction would vary throughout the construction period based on the construction activities being performed. Various construction activities include electricity associated with the conveyance of water that would be used during Project construction for dust control (supply and conveyance) and electricity to power any necessary lighting during construction, electronic equipment, or other construction activities necessitating electrical power. Such electricity demand would be temporary, nominal, and would cease upon the completion of construction. Overall, construction activities associated with the Proposed Project would require limited electricity consumption that would not be expected to have an adverse impact on available electricity supplies and infrastructure. Therefore, the use of electricity during Project construction would not be wasteful, inefficient, or unnecessary.

Operational Impacts

The ongoing operation of the Proposed Project would require the use of electricity for running the pumps and control systems. Energy would also be consumed during operations related to water usage (for landscape irrigation), solid waste disposal, and landscape equipment. Since regular maintenance will be completed by existing City employees who currently work at the WWTP, no new trips would be generated for maintenance of the Project. As such, no natural gas will be consumed and no increase in petroleum fuel will occur from operation of the Proposed Project. Operational energy use will be limited to electricity consumption.

The CalEEMod model calculated that operation of the Proposed Project would consume 6,500 kilowatt-hours per year of electricity. This equates to 0.00004 percent of the electricity consumed annually in the County. As such, the operation-related electricity use would be nominal when compared to current electricity usage rates in the County.

It should be noted that the Proposed Project would incorporate photovoltaic (PV) solar panels to reduce electricity usage. Therefore, it is anticipated that the Proposed Project will be designed and built to minimize electricity use and that existing, planned electricity capacity and electricity supplies would be sufficient to support the Proposed Project's electricity demand. Thus, the Project would not result in the wasteful or inefficient use of electricity, and no mitigation measures would be required.

b) *Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

Less than Significant Impact. The Proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The applicable energy plan for the Proposed Project is the City of Redlands General Plan 2035, adopted December 5, 2017, that includes Section 8.1 *Energy Efficiency and Conservation*. The Proposed Project consists of the development of a reservoir for recycled water and an associated pump station for conveyance of the recycled water, which will reduce the amount of water that will need to be imported to the City and promote conservation of water through reusing wastewater. Therefore, the Proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Impacts would be less than significant.

4.7 GEOLOGY AND SOILS

7.	GEOLOGY AND SOILS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
	ii) Strong seismic ground shaking?	☐	☐	☒	☐
	iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
	iv) Landslides?	☐	☐	☒	☐
(b)	Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
(c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
(d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
(e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
(f)	Directly or indirectly destroy a unique paleontological resource or site, or unique geologic feature?	☐	☒	☐	☐

4.7.1 Impact Analysis

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less Than Significant Impact. The Proposed Project site is in Southern California, which is a seismically active area. As such, many areas in Southern California could be subject to some seismic activity. Within the Project area, there are no currently known active surface faults that traverse or trend toward this site, and the Project site is not located within a currently designated Alquist-Priolo Earthquake Fault Zone, or a fault zone delineated by the County or City. The closest fault is the San Jacinto Fault, located approximately 3 miles west of the Project site. The Geotechnical

Investigation Report confirms that the Proposed Project is not located within a currently mapped State of California Earthquake Fault Zone (Appendix B).

The Proposed Project will be designed and constructed to comply with the California Building Code's standards to protect life safety and prevent collapse, and will implement the appropriate seismic design parameters as defined by the California Geological Survey. Because the Project site is not located within the Alquist-Priolo Earthquake Fault Zone and does not propose construction of buildings that would house residents, impacts would be less than significant.

ii) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Less than Significant. As previously discussed, the Southern California region is seismically active, and areas within this region will experience ground shaking. The Geotechnical Investigation Report confirms that the Project site is not located within a currently designated State of California Earthquake or San Bernardino County Fault Zone, thus potential for surface rupture resulting from the movement of a presently unrecognized fault beneath the site is not known with certainty but is considered very low (Appendix B). The Proposed Project will be developed according to the California Building Code, taking into account seismic load criteria. Conformance to building standards would result in less than significant impacts related to ground shaking.

iii) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction is the loss of soil strength due to a buildup of excess porewater pressure during strong and long-duration ground shaking. Liquefaction is associated primarily with loose (low density), saturated, relatively uniform fine-to medium-grained, clean cohesionless soils. As the shaking action of an earthquake progresses, soil granules are rearranged, and the soil densifies within a short period. This rapid densification of soil results in a buildup of pore-water pressure. When the pore-water pressure approaches the total overburden pressure, soil shear strength reduces abruptly and temporarily and behaves similar to a fluid.

According to the County's General Plan, the Project site is located within an area designated for high liquefaction potential (County 2020). However, based on site-specific analysis, which can be found in Appendix C of the Geotechnical Investigation Report, the potential for liquefaction of the Project site is expected to be negligible (Appendix B). Impacts would be less than significant.

iv) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

Less Than Significant Impact. Seismically induced landslides and other slope failures are common occurrences during or soon after earthquakes. According to the San Bernadino County General Plan Geologic Hazard Overlays Map EHFH C, the Proposed Project is not located in an area susceptible to landslides (County 2020). Furthermore, the Project site is relatively flat (Google 2025).

The Geotechnical Investigation Report notes that the Project site is not adjacent to any steep slopes. In the absence of significant ground slopes, the potential for seismically induced landslides to affect the proposed site is considered to be low (Appendix B). Landslides due to seismic shaking are unlikely to occur; therefore, impacts would be less than significant.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Topsoil is the top layer of soil that usually holds high concentrations of organic matter, which are typically found in fields and other vegetated areas. Loss of topsoil or any type of soil erosion occurs when dirt is left exposed to physical factors such as strong winds, rain, and flowing water. The Project site is located on existing disturbed and vacant dirt parcel that is zoned for Public/Institutional uses. Any existing vegetation on the Project site is not used for agricultural uses that would benefit from topsoil. As discussed in Section 4.10, *Hydrology and Water Quality*, the Proposed Project shall implement a Storm Water Pollution Prevention Plan (SWPPP) along with appropriate erosion and sediment control plans, as well as construction and operational BMPs, to prevent substantial soil erosion. Therefore, the Proposed Project would result in less than significant impacts related to substantial erosion or the loss of topsoil.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact. The Proposed Project site is not located within a liquefaction nor a landslide susceptibility area (County 2020). The Project site has an existing water facility ~~reservoir~~, and the area has historically been sufficient to support such structures. As previously discussed, construction
of the water reservoirs will be done in compliance with building standards and seismic retrofit requirements in addition to City requirements on preparing a conceptual grading plan. Construction activities associated with the Proposed Project would not cause ground disturbance or destabilization of the geologic unit. According to the California Department of Water Resources Water Data Library, the groundwater table is approximately 200 feet from the ground surface in this area, which is well below the depth that would typically contribute to soil instability, liquefaction, or subsidence concerns (DWR 2025).

Furthermore, a Geotechnical Investigation Report was completed for the Proposed Project. According to this report, no groundwater was encountered in the borings up to an explored depth of 61.5 feet below ground surface (bgs) (Appendix B). The report also notes that due to the absence of shallow groundwater and lack of liquefaction potential, the risk for lateral spreading to affect the site is considered low. The Proposed Project will be constructed on a flat surface. Potential for the Proposed Project to result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse is less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant Impact. Expansive soils (shrink-swell) are fine-grained clay soils generally found in historical floodplains and lakes. Expansive soils are subject to swelling and shrinkage in relation to the amount of moisture present in the soil. The entire Project Site is located on Hanford sandy loam with 0-2 percent slopes (USDA 2023). This particular soil type consists of deep, well-drained soils, thus it is not considered an expansive soil. Furthermore, the Geotechnical Investigation Report confirmed that the soils underlying the proposed water reservoir have very low expansion potential (Appendix B). Impacts would be less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The Proposed Project would include the construction of a recycled water reservoir and pump station. No habitable structures that require the use of septic tanks or alternative wastewater disposal systems would be built as a result of the Proposed Project. No impact would occur.

f) Would the project directly or indirectly destroy a unique paleontological resource or site, or unique geologic feature?

Less than Significant Impact With Mitigation Incorporated. The Redlands area has a rich cultural history, with evidence of long-term occupation by the Serrano and Gabrielino (Tongva) peoples. Paleontological resources, including fossils, have been found in the Redlands area, and there is potential for archaeological and paleontological finds to occur in remaining, unexcavated open space areas within the City. Areas near springs and streams (such as San Timoteo Canyon Creek, Yucaipa Creek in Live Oak Canyon), tributaries and their canyons, and adjacent to larger water bodies (such as the bluffs, terraces, and hillsides above the Santa Ana River and Mill Creek) are considered particularly sensitive for archaeological resources (City 2017).

On February 12, 2025, Chambers Group requested a Paleontology Record Search from the Western Science Center (WSC). On March 27, 2025, the results were received and indicated that there are no fossil localities within the Project area or a 1-mile radius. However, the report stated that the soils mapped within the Project site (Quaternary alluvial units) are considered to be fossiliferous and highly paleontologically sensitive. The City's General Plan requires that if the potential for fossil discovery is moderate to high, project applicants are required to provide a paleontological monitor during rough grading of the project. Thus, due to the potential sensitivity of the Project site for paleontological resources, the following mitigation measures shall be implemented to result in a less than significant impact on resources that may be uncovered.

MM PAL-1: Prior to issuance of a grading permit, the City shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground disturbing construction activity. The paleontologist selected must be approved by the City. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the District's Engineering Geologist, as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the District accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.

MM PAL-2: At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring

efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.

4.8 GREENHOUSE GAS EMISSIONS

8.	GREENHOUSE GAS EMISSIONS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
(b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

4.8.1 Impact Analysis

a) *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less Than Significant Impact. The Proposed Project would result in the construction and operation of a recycled water reservoir and pump station. The Proposed Project is anticipated to generate greenhouse gas (GHG) emissions from area sources, energy usage, waste disposal, water usage, refrigeration, and construction equipment. The Project's GHG emissions have been calculated with the CalEEMod model and the results are shown below in Table 4-3.

Table 4-3. Project-Related Greenhouse Gas Annual Emissions

Category	Greenhouse Gas Emissions (Metric Tons per Year)			
	CO_2	CH_4	N_2O	CO_2e
Mobile Sources[1]	<0.01	<0.01	<0.01	**<0.01**
Area Sources[2]	0.27	<0.01	<0.01	**0.28**
Energy Usage[3]	1.57	<0.01	<0.01	**1.57**
Water and Wastewater[4]	4.97	<0.01	<0.01	**0.22**
Solid Waste[5]	<0.01	<0.01	<0.01	**<0.01**
Construction[6]	8.42	<0.01	<0.01	**8.45**
Proposed Project Total GHG Emissions	**10.48**	**<0.01**	**<0.01**	**10.52**
SCAQMD Draft Threshold				**3,000**
Exceed Threshold?				**No**

Category	Greenhouse Gas Emissions (Metric Tons per Year)			
	CO_2	CH_4	N_2O	CO_2e

Source: CalEEMod Version 2022.1.
Notes:
[1] Mobile sources consist of GHG emissions from vehicles. As detailed above, operation of the project would not generate any new trips.
[2] Area sources consist of GHG emissions from consumer products, architectural coatings, and landscaping equipment.
[3] Energy usage consists of GHG emissions from electricity and natural gas usage
[4] Water includes GHG emissions from electricity used for transport of water and processing of wastewater for landscaping.
[5] Solid Waste includes the CO2 and CH4 emissions created from the solid waste placed in landfills
[6] Construction emissions amortized over 30 years as recommended in the SCAQMD GHG Working Group on November 19, 2009.

The data provided in Table 4-3 above shows that the Proposed Project would create 10.52 metric tons of carbon dioxide equivalent (MTCO2e) per year. According to the SCAQMD's threshold of significance, a cumulative global climate change impact would occur if the GHG emissions created from the ongoing operations would exceed 3,000 MTCO2e per year. The Proposed Project GHG emissions are well below this threshold. Therefore, a less than significant generation of greenhouse gas emissions would occur from the development of the Proposed Project.

b) *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less than Significant Impact. The City of Redlands Climate Action Plan (Redlands CAP) was adopted on December 5, 2017. The Redlands CAP was prepared pursuant to Section 15183.5(b) of the CEQA Guidelines to be utilized as a tiering document for the General Plan as well as future projects within the City that are consistent with the General Plan. The Redlands CAP incorporates the guidelines established in CARB's 2017 Scoping Plan. The 2017 Scoping Plan was prepared to meet the GHG emissions reduction targets set in Executive Order S-3-15 and SB 32 that recommends local governments to develop plans to reduce GHG emissions to 6 MTCO2e per capita per year by the year 2030 and 2 MTCO2e per capita per year by the year 2050. Since the Redlands CAP was prepared in coordination with the General Plan that has a horizon year of 2035, the Redlands CAP provides a year 2035 target of 5 MTCO2e per capita per year, which was determined through interpolation of the 2030 and 2035 GHG emissions targets, which also aligns with the reduction targets provided in the 2022 Scoping Plan. Since a per capita threshold does not apply to the Proposed Project, the SCAQMD thresholds have been utilized instead.

In order to identify significance criteria under CEQA for development projects, SCAQMD initiated a Working Group, which provided a detailed methodology for evaluating significance under CEQA. At the September 28, 2010, Working Group meeting, the SCAQMD released its most current version of the draft GHG emissions thresholds, which recommends a tiered approach that provides a quantitative annual threshold of 3,000 MTCO2e for all land use projects.

Greenhouse Gas Plan Consistency

The Proposed Project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing GHG emissions. The applicable plan for the Proposed Project is the Redlands CAP that was prepared pursuant to Section 15183.5(b) of the CEQA Guidelines to be

utilized as a tiering document for the General Plan as well as future projects within the City that are consistent with the General Plan. Since the Proposed Project is consistent with the General Plan, the Proposed Project meets the criteria allowed for use of the Redlands CAP for analysis of the Proposed Project.

In addition, as detailed above, the Proposed Project is anticipated to create 10.52 MTCO2e per year, which is well below the SCAQMD threshold of significance of 3,000 MTCO2e per year. The SCAQMD developed this threshold in order to meet the State GHG emissions reduction regulations that were based on substantial evidence supporting the use of the recommended thresholds. Therefore, the Proposed Project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases. Impacts would be less than significant.

4.9 HAZARDS AND HAZARDOUS MATERIALS

9.	HAZARDS AND HAZARDOUS MATERIALS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
(b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
(c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
(d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
(e)	For a project located within an airport land use plan or, where such a plan had not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
(f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
(g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☒	☐

4.9.1 Impact Analysis

a) *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less than Significant Impact. The Proposed Project does not involve routine transport of large quantities of hazardous materials. As noted by the Department of Toxic Substances Control (DTSC) and Code of Federal Regulations, generators producing hazardous waste exceeding 220 pounds would be considered to be significant quantities (DTSC 2025a). Small quantities of potentially hazardous substances (e.g. petroleum and other chemicals used to operate and maintain equipment) may be utilized and stored on-site. However, none of these materials will be stored at the Project facilities in quantities considered to be a significant hazard.

Construction of the Proposed Project would result in the generation, transport, and use of various waste materials that would require recycling and/or disposal. Some of the waste generated could be classified as hazardous waste/hazardous materials. Hazardous materials typically consist of chemicals that may be toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer. During construction, the Proposed Project will use potentially hazardous materials from petroleum-based fuels, lubricants, cleaning products, and other similar materials. The quantities of the used chemicals that will be present at the Project site would be limited and temporary.

During ongoing operations of the water tank, potentially hazardous materials such as grease, oils, cleaning products, fuel, and other similar materials will involve routine use, handling, and disposal. However, the listed materials above will not create a significant hazard to the public or the environment because the handling, storage, and disposal of these materials during construction and operations shall be done in compliance with the manufacturer's standards for storage and spill procedures, and existing regulations such as the California Health and Safety Code, Hazardous Materials Transportation Act, and Resource Conservation and Recovery Act.

The Project also proposes the installation of pump stations for the existing chlorine contact tanks and for the new water reservoir. The pump station serves to regulate water flow between storage tanks, thus will not introduce or generate hazardous materials. While routine maintenance may involve minimal amounts of lubricants or cleaning materials, these are managed in compliance with best practices to prevent environmental or hazardous exposure.

Therefore, impacts would be less than significant.

b) *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less than Significant Impact. According to the DTSC databases, the Project site is not located within a hazardous cleanup site in the Geotracker (SWRCB 2025) and Envirostor database (DTSC 2025b).

As discussed in part a), the Proposed Project will utilize potentially hazardous chemicals during construction and operations. While hazardous materials will be present on-site, the quantities will be limited, and the materials will be handled and stored according to the manufacturer's guidelines and be disposed of according to local, state, and federal guidelines. Any potential spills will be addressed through implementing construction BMPs to minimize the risk of release of polluted runoff. Impacts would be less than significant.

c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No Impact. There are no schools within 0.25 miles of the Project site. The nearest school is Packinghouse Christian Academy, located as near as 4,100 feet (0.78 miles) south of the Project site. The distance between the school and the Project site indicates that no impacts would occur.

d) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

Less than Significant Impact. Review of the EnviroStor and the GeoTracker database shows that the Project site is not listed in government databases as a hazardous material site (SWRCB 2025; DTSC 2025b). According to the EnviroStor database, the nearest hazardous material site is the California Street Landfill, which is west of the WWTP, across Nevada Street. The groundwater beneath the landfill is impacted by perchlorate, tetrachloroethene (PCE), trichloroethene (TCE), and 1,2-dibromo-3-chloropropane (DBCP). In 2004, the City submitted a report that demonstrated that all groundwater contamination originated from sources other than the landfill. No further action is required. Other EnviroStor sites are located farther (more than 0.5 mile) from the site and would not pose environmental concerns at the site.

Review of the GeoTracker database shows there are no Leaking Underground Storage Tanks (LUST) Cleanup Sites, Permitted Underground Storage Tanks (USTs), DTSC Hazardous Waste Sites, Waste Discharge Requirement (WDR) sites, Cleanup Program Sites, or Military Cleanup Sites within 0.5 mile of the WWTP.

Review of information on underlying groundwater resources identified the presence of contaminant plumes in the Upper Santa Ana River watershed. The Crafton-Redlands plume is located south of the site, and the Norton plume is located west of the site; neither plume underlies the site (SBVWCD 2020). The Project would confine the proposed reservoir and pump stations to the WWTP site and would not require excavation activities that would impact the underlying groundwater. The WWTP would also continue to be operated and maintained in accordance with pertinent hazardous material regulations. Thus, the Project would not create a significant hazard to the public or the environment. Impacts would be considered less than significant.

e) *For a project located within an airport land use plan or, where such a plan had not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

Less than Significant Impact. The Project Site is located approximately 0.60 miles from the San Bernadino International Airport southeastern boundary and 2.6 miles to the west from the Redlands Airport. The Project site is not within the boundaries of the designated Area of Special Compatibility Concern for the Redlands Airport but is within the airport influence area for the San Bernardino International Airport; however, no airport land use compatibility plan has been adopted for the San Bernardino International Airport. At the same time, the Proposed Project does not change the land use of the site. The proposed water reservoir would be 15 feet, which is at the same or lower heights as the existing facilities at the WWTP; therefore, the proposed structures would not result in obstructions to navigable air space, as defined in Federal Aviation Regulation (FAR) 77. Impacts would be less than significant.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. The Proposed Project would be confined to the WWTP site and would not affect emergency response and evacuation at adjacent streets or the surrounding areas. There are no road closures planned for the duration of construction. Ingress and egress to the Project site would be from Nevada Street on Waste Water Road. The proposed construction work would not block the main gate on the WWTP. Therefore, impacts on emergency response or evacuation plans would be less than significant.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Less than Significant Impact. The California Department of Forestry and Fire Resources (CALFIRE) has prepared Fire Hazard Severity Zone Maps for the State, and the Project site is not in a Very High Fire Hazard Severity Zone (CALFIRE 2023). The nearest Very High Fire Hazard Severity Zone is located approximately 3 miles south from the Project site in an open space area adjacent to the San Timoteo Wash (CALFIRE 2023). While the Project site is not located within a fire hazard zone, the open spaces could create an environment where wildland fires could occur, especially during dry and high wind seasons. The Proposed Project will conform to City guidelines and regulations for new development to minimize fire hazard as outlined in the General Plan (Fire Hazards Policies). These requirements include but are not limited to using appropriate building material and design features, siting and designing development to avoid hazardous locations, incorporate fuel modification and brush clearances, and coordination with the Redlands Fire Department and other fire prevention agencies to review all applications for development. Conformance with these guidelines would result in less than significant impacts.

4.10 HYDROLOGY AND WATER QUALITY

10.	HYDROLOGY AND WATER QUALITY. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
(b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
(c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
	i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
	ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flood on- or off-site;	☐	☐	☒	☐

10.	HYDROLOGY AND WATER QUALITY. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
	iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
	iv) Impede or redirect flood flows?	☐	☐	☒	☐
(d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
(e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

4.10.1 Impact Analysis

a) Would the project violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface or ground water quality?

Less Than Significant Impact. Impacts related to water quality would be categorized under short-term construction related impacts and long-term operational impacts. Construction-related activities have the potential to degrade surface and groundwater quality by exposing soils to surface runoff from debris and other materials, including runoff from various construction equipment. Pollutants of concern during typical construction activities include sediments, dry and wet solid wastes, petroleum products, solvents, cleaning agents and other similar chemicals. During ground-disturbing activities, excavated soil would be exposed, thereby creating potential for soil erosion. During a storm event or water spill, these pollutants and soil could be spilled, leaked, or transported as runoff into drainages or downstream waters, and potentially into receiving waters such as the Santa Ana River.

The Proposed Project will construct a new water reservoir tank, and a pump station located on City property to treat and store more water to meet public demands. Construction and operation of the reservoir tanks will result in ground disturbances and introduce impervious surfaces to the Project site. However, only a portion of the City-owned parcel will be paved and the rest will remain undisturbed. There will be approximately 20,000 square feet of ground coverage from the proposed extended driveway and water reservoir. This proposed paved and covered area comprises of 5.9% percent of the Project site. Thus, there is a relatively small area of impervious surface being added to the WWTP that would not pose a significant impact to existing drainage in the area.

The Geotechnical Investigation Report noted that although the Santa Ana River is located approximately 1,000 feet from the Project site, the Project site is situated on top of a river terrace approximately 44 feet higher than the Santa Ana River bottom. Therefore, groundwater is not anticipated to be a factor during the excavation or construction of the 2.75 MG tank (Appendix B).

The purpose of the City of Redlands Storm Water Program is to implement the requirements of the National Pollutant Discharge Elimination System (NPDES) Program, which is federally mandated by the Environmental Protection Agency (EPA) to address water pollution. Since the disturbance area will exceed one acre of soil, the Proposed Project must comply with the requirements of the State Water Resources Control Board (SWRCB) NPDES Permit and Waste Discharge Requirements (Order No. R8-2010-0036) for the San Bernardino County Flood Control District, the County, and its incorporated

cities within the Santa Ana Region. As a result, the Project must implement a SWPPP along with appropriate erosion and sediment control plans, as well as construction and operational BMPs, to prevent runoff from becoming a nuisance to downstream properties and stream channels. Examples of BMPs include, but are not limited to, the use of drip pans, stabilizers, dust control measures, temporary drains, and fences (RWQCB 2010).

The Proposed Project would not violate any water quality standards or waste discharge requirements, nor would it affect surface or groundwater quality. The Proposed Project will implement the requirements of the NPDES program with construction and operational BMPs to minimize polluted runoff. Impacts would be less than significant.

b) *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

Less than Significant Impact. EPA's Sole Source Aquifer (SSA) Program was established under Section 1424(e) of the Safe Drinking Water Act (SDWA), 44 Federal Register (FR) 52751, as published on September 10, 1979. Since 1977, this program has been used by communities to help prevent contamination of groundwater from federally funded projects. The SSA program allows for EPA environmental review of any project that is financially assisted by federal grants or federal loan guarantees. These projects are evaluated to determine whether they have the potential to contaminate a sole source aquifer. The Project site is not within the area designated by EPA as an SSA. No impact on an SSA would occur with the project.

The Project site is underlain by the Bunker Hill groundwater subbasin of the Upper Santa Ana Valley groundwater basin. This subbasin is part of the San Bernardino Basin Area. According to the most recent Engineering Investigation of the Bunker Hill Basin, the Project site's depth to the groundwater table is between 200-250 ft (SBVWCD 2025).

Construction and operation of the reservoir tanks will result in ground disturbances and introduce impervious surfaces to the Project site. However, only a portion of the City-owned parcel will be paved and the rest will remain undisturbed. There will be approximately 20,000 square feet of ground coverage from the proposed extended driveway and water reservoir. This proposed paved and covered area comprises 5.9 percent of the Project site. Thus, there is a relatively small area of impervious surface being added to the WWTP that would not pose a significant impact to existing drainage in the area.

The Geotechnical Investigation Report noted that although the Santa Ana River is located approximately 1,000 feet from the Project site, The Project site is situated on top of a river terrace approximately 44 feet higher than the Santa Ana River bottom. Therefore, groundwater is not anticipated to be a factor during the excavation or construction of the 2.75 MG tank (Appendix B).

While the Proposed Project's new water reservoir will be partially underground, the Project does not propose groundwater wells or excavation that would extend into the underlying groundwater. The installation of the water tank and extended driveway will introduce impervious surfaces to the area, which would introduce runoff. However, the majority of the City property will allow for continued percolation. Impacts therefore would be less than significant.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial erosion or siltation on- or off-site;

Less than Significant Impact. The Project site is on an alluvial terrace on the south side of the Santa Ana River and is generally flat. No work within the Santa Ana River is proposed by the Project. Earthen berms along the boundaries of the main facility prevent erosion or siltation into the Santa Ana River. The proposed water reservoir and extended driveway would increase impervious areas on the site and reduce potential erosion. Existing landscaping at the central section of the WWTP prevents slope erosion. Erosion may occur during construction when ground-disturbance and excavation and trenching activities are ongoing, but this would be temporary. Erosion control measures, including a SWPPP and BMPs, would be implemented during construction to minimize the potential for sediment to be picked up and transported offsite or by runoff. Impacts would be less than significant.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less than Significant Impact. The proposed water reservoir and extended driveway would increase impervious areas on the site but would not substantially increase surface runoff rates as surrounding unpaved areas will remain unchanged. The Proposed Project activities will not alter the path of any stream or rivers through the site and the majority of the existing drainage patterns will remain. Construction and operation of the reservoir tanks will result in ground disturbances and introduce impervious surfaces to the Project site. However, only a portion of the City-owned parcel will be paved and the rest will remain undisturbed. There will be approximately 20,000 square feet of ground coverage from the proposed extended driveway and water reservoir. This proposed paved and covered area comprises 5.9 percent of the Project site. Thus, there is a relatively small area of impervious surface being added to the WWTP that would not pose a significant impact to existing drainage in the area.

The Proposed Project shall require compliance with the NPDES Program and implement BMPs involving site design source control, and other appropriate methods to minimize runoff. These include but are not limited to silt fencing and straw waddles. Conformance with these requirements would result in a less than significant impact.

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources or polluted runoff?

Less Than Significant Impact. The Proposed Project will install a new recycled water reservoir tank, an extended driveway, and a pump station within City property ~~to increase water storage in the City to meet the existing and planned water demand~~. The Proposed Project would generate stormwater runoff with the introduction of impervious surfaces where the water tank and extended driveway will be constructed. The remaining undeveloped areas on the Project site will allow for water to percolate into the soil. Additionally, the Proposed Project does not introduce construction of new residences or businesses, or activities that would create a significant increase in water use that would create additional runoff. Therefore, the Proposed Project would not result in a significant contribution to runoff that would exceed the drainage systems.

iv) Impede or redirect flood flows?

Less than Significant Impact. Flood flows result from off-site flows of water during rainy periods or when a stream or river overflows due to debris. According to the Federal Emergency Management Agency (FEMA) National Flood Hazard map, the Project site is not located within a designated flood hazard zone (FEMA 2024). The Proposed Project is not within a 100-year flood zone or a 500-year flood zone. While the northern half of the WWTP is located in an area with a 0.2 percent annual chance of flooding, the elevation difference between this area and the southern portion of the WWTP, where the Project site is located, indicates that flooding is not a hazard for the Proposed Project.

Construction and operation of the reservoir tanks will result in ground disturbances and introduce impervious surfaces to the Project site. However, only a portion of the City-owned parcel will be paved and the rest will remain undisturbed. There will be approximately 20,000 square feet of ground coverage from the proposed extended driveway and water reservoir. This is proposed paved and covered area comprises 5.9 percent of the Project site. Thus, there is a relatively small area of impervious surface being added to the WWTP that would not pose a significant impact to existing flood flows in the area.

Proper site grading and drainage improvements will ensure that runoff continues to follow existing flow patterns without obstruction. The project will also comply with NPDES permit requirements and local stormwater regulations, implementing BMPs to prevent unintended hydrological impacts. Impacts would be less than significant.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than Significant Impact. The Project site is not located near the coast; therefore, it is not subject to the Coastal Barriers Resources Act and Coastal Zone Management Act. The Proposed Project would not be exposed to flood hazards associated with a tsunami (sea waves). The Project site is also outside of the 100-year floodplain and the 500-year floodplain.

Seiches are large waves generated in enclosed bodies of water in response to ground shaking. Review of the area indicates that the Project site is within close proximity to the Santa Ana River Channel. Additionally, there are onsite water reservoirs. According to the Geotechnical Report, the reservoir site is located within a State of California or San Bernardino County designated dam inundation area and the potential for flooding of the site due to earthquake-caused dam failure is considered extremely high. Due to these reasons, seiching is considered to be a risk during significant seismic events. Seiching within the new reservoir may result in flooding within the site after construction and filling of the reservoir is complete (Appendix B).

However, the reservoir will adhere to the latest California Building Code (CBC) and seismic safety regulations, ensuring structural integrity. Any overflow will be managed within the site through drainage infrastructure designed to contain excess water and prevent off-site impacts. Also, within the Project area, there are no currently known active surface faults that traverse or trend toward this site, and the Project site is not located within a currently designated Alquist-Priolo Earthquake Fault Zone, or a fault zone delineated by the County or City. The closest fault is the San Jacinto Fault, located approximately 3 miles west from the Project site. The Geotechnical Investigation Report confirms that the Proposed Project is not located within a currently mapped State of California Earthquake Fault

Zone (Appendix B). Compliance with seismic building regulations and the lack of faults in the Project area makes impacts less than significant.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No impact. The Project site is located south of the Santa Ana River, and the water quality control plan (Basin Plan) for the Santa Ana River identifies the beneficial uses of surface and groundwater resources within this watershed (CWB 2008). The site is within Reach 5 of the Upper Santa Ana River, which has beneficial uses for Municipal and Domestic Supply, Agricultural Supply, Groundwater Recharge, Water-contact Recreation, Non-contact Water Recreation, Warm Freshwater Habitat, Wildlife Habitat, and Rare, Threatened and Endangered Species. Water quality objectives are also provided in the Basin Plan for the protection of water quality and to prevent antidegradation.

The Proposed Project does not propose any improvements in the Santa Ana River and would not result in any discharges into the river. The Project site overlies the Bunker Hill groundwater subbasin, which has beneficial uses for Municipal and Domestic Supply, Agricultural Supply, Industrial Service Supply, and Industrial Process Supply. The Proposed Project would not extend into the underlying groundwater, and no increases in water use would occur; therefore, no conflict with the beneficial uses and water quality objectives in the Basin Plan would occur with the Proposed Project.

As indicated above, the Project site overlies groundwater resources in the San Bernardino Basin Area, which is adjudicated by the Western-San Bernardino Watermaster to regulate the amount of groundwater that is extracted. No direct impacts to groundwater resources would occur with the Proposed Project, therefore, the Project would not impede sustainable groundwater management of the underlying groundwater basin.

Impacts on the Basin Plan for the Santa Ana River and the groundwater management plan for the San Bernardino Basin Area would not occur.

4.11 LAND USE AND PLANNING

11.	LAND USE/PLANNING Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Physically divide an established community?	☐	☐	☐	☒
(b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

4.11.1 <u>Impact Analysis</u>

a) Would the project physically divide an established community?

No Impact. The Proposed Project includes the construction of a water reservoir and pump station for the purpose of storing water. The Proposed Project Site is located on disturbed land as a result of the existing reservoir infrastructure and adjacent industrial land uses. The Project site is zoned as EV/PI and does not have any adjacent residential neighborhoods. The closest residential community is separated from the Project vicinity by the Interstate 210 Highway to the east. Thus, Proposed Project activities would not prevent resident access to the nearby roadways, transit facilities, or any other

public service and utility, either during constriction or operation of the facilities. No impact would occur.

b) *Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

No Impact. The Proposed Project is located within an EV/PI zone, which allows for public infrastructure projects such as water reservoirs. The Project is consistent with the existing land use designation and aligns with applicable land use plans and policies. Additionally, the site is on City-owned property and adjacent to an existing City-operated water facility ~~reservoir~~, reinforcing its compatibility with surrounding land uses. Since the Project does not conflict with any land use plan, policy, or regulation adopted to avoid or mitigate environmental effects, there would be no impact related to land use conflicts.

4.12 MINERAL RESOURCES

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

4.12.1 Impact Analysis

a) *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

Less than Significant Impact. The California Department of Oil, Gas, and Geothermal Resources' (DOGGR) Well Finder shows there are no oil, geothermal, or gas wells (either active, inactive, plugged, or abandoned) on or near (within 1.0 mile) the site (CalGEM 2025).

Redlands is required by the Surface Mining and Reclamation Act of 1975 (SMARA) to adopt policies recognizing the importance of the identified mineral resources, clarifying the intent that this information is to be used when making land use decisions in areas designated to be of statewide or regional significance, and emphasizing the conservation and development of identified mineral deposits. Based on the Mineral Land Classification of the Greater Los Angeles Area prepared by the California Department of Conservation, the Project site is in the San Bernardino Production Consumption region, an area containing regionally significant mineral resources (e.g., sand and gravel resources). The Project area and surrounding areas are designated as Mineral Resource Zone (MRZ) - 2, an area where adequate information indicates that significant mineral deposits are present or where it is judged that a high likelihood for their presence exists, primarily due to the location of the Santa Ana River just north of the site (DOC 1995). While the Project site may be underlain by sand and gravel resources, the Project site area is on a disturbed vacant lot within the existing WWTP boundaries. Thus, it is unlikely that the site be subject to mining operations in the future. At the same time, the Project would not obstruct ongoing or future mining operations in the Santa Ana River and

adjacent areas. Thus, the impact of the Project on the availability of known regionally significant mineral resources is less than significant.

b) *Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

Less than Significant Impact. As previously discussed above in section a), the Project area and surrounding areas are designated as MRZ-2, an area where adequate information indicates that significant mineral deposits are present or where it is judged that a high likelihood for their presence exists, primarily due to the location of the Santa Ana River north of the site (DOC 1995). The City of Redlands is required by SMARA to adopt policies recognizing the importance of the identified mineral resources, clarifying the intent that this information is to be used when making land use decisions in areas designated to be of statewide or regional significance, and emphasizing the conservation and development of identified mineral deposits (City 2017).

While the Proposed Project would be on an area with locally important mineral resources (e.g., sand and gravel), the Project would occur within a site that is now disturbed with adjacent, existing wastewater treatment facilities. Because there are no mining operations adjacent to the site, the Proposed Project would also not interfere with existing mining operations in the area. Therefore, impacts on local mineral resources are less than significant.

4.13 NOISE

13.	NOISE Would the project result in:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
(b)	Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
(c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

4.13.1 Impact Analysis

a) *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less than Significant Impact. Noise levels are based on equivalent noise levels (Leq) and are decibels, or dBA. Leq describes sounds levels that vary over time and is a single decibel that takes the total sound energy over a period of time. A community noise level (CNEL) is the weighted average of a noise level over time, typically a 24-hour average. The Ldn is the day to night average sound level and is approximately numerically equal to the CNEL for most environmental settings (County 2007b). The

decibel levels of common outdoor and indoor noises according to the Federal Highway Administration (FHWA) are provided in the table below.

Table 4-4. Common Outdoor and Indoor Noises

Sound Pressure Level (dB)	Activity
100-110	Rock Band at 5 meters/Jet Flyover at 300 meters
90-100	Inside New York Subway Train/ Gas Lawn Mower at 1 meter
80-90	Diesel Truck at 15 meters/Food blender 1 meter
70-80	Noise Urban Daytime / Garbage Disposal at 1 meter / Shouting at 1 meter
60-70	Gas Lawn Mower at 30 meters/Commercial area/ Vacuum Cleaner at 3 meters / Normal Speech at 1 meter
50-60	Large Business Office
40-50	Dishwasher next room / Quiet Urban Daytime
30-40	Quiet urban/ Suburban Nighttime / Small theater / Large Conference Room (Background) / Library
20-30	Bedroom at night / Concert Hall (Background) / Quiet Rural Nighttime
10-20	Broadcast and Recording Studio
0-10	Threshold of hearing

Source: Federal Highway Administration; Public Roads; 2003
https://www.fhwa.dot.gov/publications/publicroads/03jul/06.cfm

According to the U.S. Department of Transportation FHWA Construction Noise Handbook, typical sound levels produced by typical construction equipment at a 50 foot distance are described as follows: compactors (82 dBA), loaders (85 dBA), backhoes (80 dBA), scrapers (89 dBA), graders (85 dBA), drill rigs (85 dBA), and pumps (76 dBA) (FHWA 2006). Noise levels reduce (or drops off) with distance from a project location. Noise drops off approximately 3 dB per doubling of distance for line sources (such as a roadway) and 6 dB per doubling of distance for point sources over an open terrain (FTA 2018).

The Project site is in an industrial area where industrial sources of noise such as outdoor activities by trucks, machinery, and pumps characterize the noise environment. Adjacent land uses include the Santa Ana River to the north, the California Street Landfill to the west, SR-210 to the east, and warehouses, agricultural fields, and vacant land to the south. Farther south and southwest of the site are various industrial uses and warehouses. The nearest noise-sensitive uses, single-family residences, are located approximately 0.7 miles to the southeast. The Proposed Project would involve the use of noise generating construction equipment that would increase ambient noise levels in the immediate surroundings.

Construction-Related Noise

The Redlands General Plan includes a Healthy Community chapter that addresses noise. This chapter includes principles to reduce noise from mobile sources; eliminate noise problems; make new development compatible with the noise environment; guide the location of noise sources; and regulate development around the Redlands Airport. Industrial uses are considered "Clearly Compatible" in areas with noise levels up to 75 dB CNEL and "Normally Compatible" in areas with noise levels 80 dB CNEL and above. There is no exterior noise standard and a 60-dB CNEL interior noise standard for manufacturing, warehousing, wholesale, and utilities land uses.

Chapter 8.06, Community Noise Control, of the Redlands Municipal Code prohibits "loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to a reasonable person of normal sensitivity in the area". The ordinance sets exterior noise limits of 75 A-weighted dBA in industrial areas, which cannot be exceeded for more than 30 minutes in any hour; with the limit plus 20 dB not permitted for any period of time. The ordinance also sets interior noise limits of 60 dBA in industrial areas. Lower exterior noise limits are set for residential and commercial uses, but there are no residential and commercial uses near the site. Construction and/or demolition activities are only allowed between 7:00 a.m. and 6:00 p.m. on weekdays and Saturdays but not on Sundays or holidays, except for emergency work.

However, under the City's Noise Ordinance, permitted construction activities between 7:00 a.m. and 6:00 p.m. are exempt from community noise standards. Construction of the proposed improvements would occur during the daytime hours on weekdays and Saturdays, in compliance with the City's Noise Ordinance.

Construction noise impacts would be temporary and would not adversely affect adjacent land uses, including the Santa Ana River, warehouses, vacant land/agricultural land, and the California Street Landfill. The noise intensity and duration of construction equipment operations, the lack of noise-sensitive receptors near the Project site, and the distances between the site and nearby land uses would prevent violation of the City's noise regulations. Impacts are less than significant.

Operations-Related Noise

In general, the operation of the new reservoir tank will be passive as there will be no equipment installed on the reservoir tanks that creates noise. The Proposed Project would include installation of a new water pump station pad to fill the reservoir tanks, and a chlorine contact tank pump station to control water flows into the chlorine contact tank. The pumps would be located either in underground vaults or inside a pump house to protect pumps from outdoor elements. This would also result in insulating the noise from the pumps so that the pumps would not be audible at nearby properties.

The existing water facility ~~tank~~ will continue to function while the new reservoir tank and pump stations are constructed. Currently, maintenance on the existing water facility ~~tank~~ occurs on a monthly and as-needed basis by City employees. No change would occur between the maintenance activities for the existing water facility ~~tank~~ and proposed reservoir tank. As such, operation of the Proposed Project would not create any additional sources of noise, over which is currently being created, and no operational noise modeling was performed. As such, less than significant noise impacts would occur from operation of the Proposed Project.

b) *Would the project result in generation of excessive groundborne vibration or groundborne noise levels?*

Less than Significant Impact. Analysis for construction and operational impacts relating to groundborne vibration and groundbourne noise is detailed below.

Construction-Related Vibration Impacts

The Proposed Project involves construction of a new water reservoir tank, an extended driveway to access the new tank, a pump station pad, and a chlorine contact tank pump station. Vibration impacts from construction activities associated with the Proposed Project would typically be created from the operation of heavy off-road equipment. Groundborne vibration is measured using the Federal Transit Authority (FTA) annoyance threshold of 72 VdB (vibrational velocity level) (FTA 2018). Due to the distance of the nearest residences (0.7 mile), intermittent and short-term vibration from construction activities at the Project site are not expected to affect residents in the area. Impacts from excessive groundborne vibration or groundborne noise would be less than significant.

Operational-Related Vibration Impacts.

In general, the operation of the new reservoir tank will be passive as there will be no equipment installed on the reservoir tanks that creates noise. The Proposed Project would include installation of a new water pump station pad to fill the reservoir tanks and a chlorine contact tank pump station to control water flows into the chlorine contact tank. The pumps would be located either in underground vaults or inside a pump house to protect pumps from the elements. This would also result in insulating the noise from the pumps so that the pumps would not be audible at nearby properties

No new long-term noise-generating activities above existing ambient noise levels in this industrial zone would occur from the Proposed Project. The ongoing operation of the Proposed Project would not include the operation of any equipment that creates vibration and would not include any other known vibration sources. Therefore, a less than significant vibration impact is anticipated from the operation of the Proposed Project.

c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

Less than Significant Impact. The Project Site is located approximately 0.60 miles from the San Bernadino International Airport southeastern boundary and 2.6 miles to the west from the Redlands airport. The Project site is not within the boundaries of the designated Area of Special Compatibility Concern for the Redlands Airport but is within the airport influence area for the San Bernardino International Airport; however, no airport land use compatibility plan has been adopted for the San Bernardino International Airport.

While the Project site is within the airport influence area for San Bernardino International Airport, it is not within a designated high-noise contour as identified by Federal Aviation Administration (FAA) guidelines or local airport studies (Vista 2023). The existing staff will maintain the new water reservoir along with the existing water infrastructure ~~reservoir~~ at the WWTP. Thus, the Proposed Project would not expose people working in the Project area to excessive noise levels. The Proposed Project does not involve the construction of noise-sensitive uses such as residential, educational, or healthcare

facilities. Additionally, the nature of the Project - limited to water infrastructure installments - does not introduce new long-term noise-sensitive receptors. Impacts are less than significant.

4.14 POPULATION AND HOUSING

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

4.14.1 Impact Analysis

a) *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

No Impact. The Proposed Project does not provide permanent housing or include operations that could result in unplanned growth such as extension of roadways or expansion of existing infrastructure. The Proposed Project would provide additional recycled water for City use. ~~The additional water storage facility would address the water supply for the existing population and planned future growth~~. During operations, there will be no change in the number of personnel of the WWTP. No impact would occur

b) *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

No Impact. There are no residential units on the Project site or in the surrounding areas. The Project would not displace any housing units, households, or residents. In addition, no businesses or employees would be displaced by the Project. Therefore, the Project would not result in any impacts to people or housing nor require replacement housing. No impacts would occur.

4.15 PUBLIC SERVICES

15.	PUBLIC SERVICES.	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
	i) Fire Protection?	☐	☐	☒	☐
	ii) Police Protection?	☐	☐	☒	☐
	iii) Schools?	☐	☐	☒	☐
	iv) Parks?	☐	☐	☒	☐
	v) Other public facilities?	☐	☐	☐	☒

4.15.1 Impact Analysis

a) i) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection?

Less Than Significant Impact. The Proposed Project would not affect the service standards related to fire protection. The Proposed Project site is located approximately 1.6 miles northwest of Redlands Fire Station 263 (Google 2025). The Proposed Project would provide recycled water for City use and would not be used to meet demand due to population growth. ~~The Proposed Project will safeguard public health by expanding the capacities of the reservoirs to meet public drinking recycled water demands which is critical as the City continues to be impacted by multi-decade drought.~~ Development of the Proposed Project would not necessitate the expansion of services as it would not result in permanent population growth. While there may be temporary travel delays during construction with the presence of construction vehicles and equipment traveling along the roadways, this would occur during construction and is not expected to create long-term and significant delay for fire protection in the area. Impacts would be less than significant.

ii) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection?

Less than Significant Impact. The Proposed Project would not affect the service standards related to police protection. The Redlands Police Department provides law enforcement and police protection services in the City, including the Project site. The Proposed Project site is located approximately 2.25 miles northwest of the Redlands Police Station (Google 2025). The WWTP site

would remain fenced, and personnel would also be stationed at the WWTP 24 hours per day, 7 days per week. The Proposed Project would not attract crime to the area, nor will it result in population growth in the area requiring the expansion of existing services or the creation of new services. The Project area that is currently being serviced by the Redlands Police Station would continue to receive the same services as nearby land uses. While there may be temporary travel delays during construction, these would occur during construction and is not expected to create a long-term and significant delay for police protection in the area. Thus, the Project would not result in the need for new police stations in the area or otherwise adversely impact existing police services. Demand for police protection services at the site is expected to remain unchanged. Therefore, impacts are less than significant.

iii) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools?

Less than Significant Impact. The nearest school is the Packinghouse Christian Academy, located 4,100 feet (0.78 miles) south of the Project site. Despite its proximity, the development of the Proposed Project would not induce population growth requiring the creation of new services. Additionally, The Proposed Project would not increase the demand for schools in the City. Impacts would be less than significant.

iv) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for parks?

Less than Significant Impact. The Proposed Project would not induce population growth requiring the extension of existing or creation of new park services. The Proposed Project site is located 1 mile west of a future park, 1.81 miles west of Israel Beal Park, 3.80 miles north from Hulda Crooks Park, 2.6 miles north from Heritage Park, and 2.30 miles north from Citrus Trails Community Park. While there may be temporary travel delays during construction with the presence of construction vehicles and equipment traveling along the roadway, this would occur during construction and is not expected to create long term and significant delay in access to these parks. Additionally, the Proposed Project will not induce unplanned population growth that would create demand for additional park and recreation facilities. Impacts would be less than significant.

vi) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities?

No Impact. The Proposed Project would not induce growth requiring the extension of existing or creation of new services. Construction of the water tank and pump station would not result in the demand for expansion or the addition of new service areas. The Proposed Project would not increase the demand for other public facilities. ~~In fact, the intent of the Proposed Project is to increase water storage to meet existing demands in times of drought~~. No new or additional personnel would be needed to operate the additional water reservoir and pump station. No impact would occur.

4.16 RECREATION

16.	RECREATION. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
(b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

4.16.1 Impact Analysis

a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No Impact. The Proposed Project site is located 1 mile west of a future park, 1.81 miles west of Israel Beal Park, 3.80 miles north from Hulda Crooks mark, 2.6 miles north from Heritage Park, and 2.30 miles north from Citrus Trails Community Park. The Proposed Project does not include features or activities that would contribute to the increased use of the surrounding neighborhoods, regional parks, other recreational facilities and would not cause substantial deterioration of existing public facilities. The Proposed Project would not induce population growth as it does not include permanent or temporary housing. No impact would occur.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No Impact. The Proposed Project site is located 1 mile west of a future park, 1.81 miles west of Israel Beal Park, 3.80 miles north from Hulda Crooks Park, 2.6 miles north from Heritage Park, and 2.30 miles north from Citrus Trails Community Park. The Proposed Project does not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. The Proposed Project does not include introducing new job opportunities that would increase populations beyond what has been analyzed nor increase demands on recreational resources. No impacts will occur.

4.17 TRANSPORTATION

17.	TRANSPORTATION. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle and pedestrian facilities?	☐	☐	☒	☐
(b)	Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☐	☒

17.	**TRANSPORTATION.** **Would the project:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
(d)	Result in inadequate emergency access?	☐	☐	☒	☐

4.17.1 Impact Analysis

a) *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle and pedestrian facilities?*

Less than Significant Impact. The Proposed Project would introduce a 14-foot-wide road, off of Waste Water Road, that would provide access to the new water reservoir. The Proposed Project will be located within City property, adjacent to an existing water facility ~~tank~~ that is being maintained and operated by the City.

The City's General Plan emphasizes maintaining a safe and efficient circulation system that accommodates various modes of transportation, including vehicles, bicycles, and pedestrians. The proposed 14-foot-wide extended driveway is designed primarily for maintenance vehicles accessing the reservoir and pump station. Given its specific utility purpose and location within the WWTP premises, it is not intended for general public use or as a thoroughfare for regular traffic. Site plans for the extended driveway will also be subject to review by the City's Engineering Department.

While the Project site may experience delays during construction, this will be temporary in nature. Operation of the new reservoir tanks will not increase the presence of employees on the site that would create interference with the existing circulation. Therefore, it does not interfere with existing circulation systems, including transit, public roadways, bicycle paths, or pedestrian facilities. Impacts would be less than significant.

b) *Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?*

No Impact. The Proposed Project would introduce a 14' wide road, off of Waste Water Road, that would provide access to the new water reservoir. Implementation of the Proposed Project, which includes a new recycled water reservoir and pump station, would not result in the addition of new personnel. The existing faculty would manage the operations of the Proposed Project. Because the Project would not increase the number of employees at the WWTP nor increase vehicle miles traveled, it would not be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)(1). There would be no impact related to increased travel with the Project.

c) *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

Less than Significant Impact. The Proposed Project would introduce a 14' wide road, off of Waste Water Road, that would provide access to the new water reservoir. The Proposed Project does not propose any hazardous design features such as sharp curves or dangerous intersections. Furthermore, the Proposed Project will be on City property, will be accessible only to City employees, and is not open to the general public. Any additional roadways or entrances that may be included in the Project

area will be done in conformance with City engineering guidelines and with the approval of the City Engineer. Impacts would be less than significant.

d) Would the project result in inadequate emergency access?

Less than Significant Impact. Project site access would be along Nevada Street via Waste Water Road. The Proposed Project would introduce a 14' wide extended driveway, off of Waste Water Road, that would provide access to the new water reservoir. This proposed driveway will be subject to review by the Redlands Fire Department for compliance with applicable California Fire and Building Codes. Compliance with fire safety regulations would make impacts relating to emergency access less than significant.

4.18 TRIBAL CULTURAL RESOURCES

18.	**TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
(b)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

4.18.1 Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

No Impact. As discussed in Section 4.5.1, the WWTP is not eligible for listing in the NRHP or the CRHR. Although the WWTP was built in 1962, sequential updates and surrounding modern development has resulted in the site losing any potential historic character. The CHRIS Data Request results that Chambers Group received from the SCCIC on April 12, 2025, indicated that there are no previously recorded historical resources recorded within the Project site. No tribal cultural resources that are listed or eligible for listing in the NRHP, the CRHR, or local designation as a Historic Resource would be affected by the Proposed Project. No impacts would occur.

b) *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?*

Less than Significant With Mitigation Incorporated. On February 12, 2025, Chambers Group sent a Sacred Lands File and Native American Contracts List Request to the NAHC. On February 13, 2025, Chambers Group received an email response from the NAHC, stating that the results were positive, indicating that sacred or culturally significant Native American lands are known to exist in or near the Project area.

Assembly Bill 52 requires public agencies to consult with tribes that may have a traditional affiliation to a project area to gather information on a site's sensitivity and identify if any mitigation measures would be required to preserve discovered or undiscovered tribal cultural resources. The City of Redlands Development Services Planning Division has a list of Native American tribes that have standing notification requests per AB 52. This list contains ten contacts representing six different tribes. On April 11, 2025 the City sent notification letters to all six of these tribes: the Agua Caliente Band of Cahuilla Indians, the Gabrieleño Band of Mission Indians – Kizh Nation, the Morongo Band of Mission Indians, the Soboba Band of Luiseño Indians, the Torres Martinez Desert Cahuilla Indians, and the Yuhaaviatam of San Manuel Nation.

After review of the Project information, the Agua Caliente Band of Cahuilla Indians and the Yuhaaviatam of San Manuel Nation requested consultation. The Agua Caliente Band of Cahuilla Indians responded and indicated that, although the Project is within the Tribe's Traditional Use Area, they will defer the Project to the Yuhaaviatam of San Manuel Nation. The Yuhaaviatam of San Manuel provided their mitigation measures (MM TCR-1 and MM TCR-2) to be incorporated into the Proposed Project.

In addition, the Morongo Band of Mission Indians requested consultation and provided their mitigation measures to be incorporated into the Proposed Project (MM TCR-3 through MM TCR-8).

Based on consultation with the tribes, the Project area has the potential for discovery of buried cultural resources. Therefore, the following mitigation measure provided by the tribe(s) shall be implemented, thus the Project would have less than significant impacts with mitigations incorporated.

MM TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of 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. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

MM TCR-2 Any and all archaeological/cultural 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.

MM TCR-3 **Native American Treatment Agreement.** Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Agreement with the Morongo Band of Mission Indians for the Project. The Tribal Monitor(s) shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources and/or tribal cultural resources.

MM TCR-4 **Cultural Resource Management Plan.** Prior to any ground-disturbing activities the project archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the Consulting Tribe[s] and at minimum, shall include the following: (1) the approved Mitigation Measures (MM)/Conditions of Approval (COA), (2) procedures for each MM/COA, (3) the contact information for all pertinent parties, (4) parties' responsibilities, and (5) an overview of the project schedule.

MM TCR-5 **Pre-Grade Meeting.** The retained qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

MM TCR-6 **Inadvertent Discovery of Cultural Resources.** In the event that previously unidentified cultural resources are discovered /unearthed during construction, the qualified archaeologist and the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance activities in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored ground-disturbing activity can proceed.

If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find(s), so that it/they can be evaluated by the qualified archaeologist and Tribal Monitor[s]. The archaeologist shall notify the Lead Agency and Consulting Tribe[s] of said discovery. The qualified archaeologist, in consultation with the Lead Agency, the Consulting Tribe[s], and the Tribal monitor, shall determine the significance of the discovered resource. A

recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the qualified archaeologist in consultation with the Tribe[s] and the Tribal monitor[s] and be submitted to the Lead Agency for review and approval.

Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference:

A. Full avoidance.

B. If avoidance is not feasible, Preservation in place.

If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.

C. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (36 CFR 79).

Unless otherwise agreed upon by all parties, all removed items from the Project shall be temporarily curated on-site in a secure and locked location (i.e., Conex box, a lockable office or drawer with restricted access to it, etc.). A periodic inventory must be maintained and provided to Consulting Tribe[s].

MM TCR-7 **Inadvertent Discovery of Human Remains.** The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the Consulting Tribe[s].

A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected by the establishment of an ESA with a marked boundary. Project personnel/observers will be restricted from entry into the ESA. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and Public Resources Code (PRC) § 5097.98.

B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.

C. The NAHC shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access

to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98

D. If the Morongo Band of Mission Indians has been named the MLD or Co-MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department.

MM TCR-8 **FINAL REPORT**: The final report[s] created as a part of the project (CRMP/AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the appropriate Information Center (IC), and the Consulting Tribe[s].

4.19 UTILITIES AND SERVICE SYSTEMS

19.	UTILITIES/SERVICE SYSTEMS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
(b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
(c)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
(d)	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
(e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid wastes?	☐	☐	☒	☐

4.19.1 Impact Analysis

a) *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or expansion of which could cause significant environmental effects?*

Less Than Significant Impact. There are existing utility infrastructures within the Project area for telecommunications, electric, natural gas, and wastewater treatment. The Proposed Project will connect to existing utility services during operations. No off-site expansions are proposed.

The Proposed Project will install a new water tank on City property to increase water storage in the City. The intent of the Proposed Project is to provide recycled water for City use; it would not be used to meet demand due to population growth. ~~meet the critical public drinking recycled water demands as the City continues to be impacted by a multi-decade drought~~. The City's Municipal Utilities Department operates and maintains a water distribution system with an approximately 54.5-million-gallon maximum storage capacity (City 2025a). The Proposed Project would increase the existing capacity by 2.75 MG and will utilize existing infrastructure for water distribution.

The Proposed Project would result in an increase of impervious surfaces to the area causing additional runoff. As previously discussed, the Proposed Project will comply with the NDPES Program by implementing SWPPP BMPs to address additional runoff. Impacts would be less than significant.

b) *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal dry and multiple dry years?*

Less than Significant Impact. The Proposed Project would not result in requiring a significant increase in water supplies as there is no increase in personnel expected at the Project site. There is existing landscaping on the Project site that already requires irrigation. Any additional landscaping for the Proposed Project would involve a minimal increase in water usage for irrigation. In fact, the Proposed Project would install an additional water tank to increase the City's water storage. No additional expansions or new entitlements are required for the Proposed Project. Impacts would be less than significant.

c) *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less than Significant Impact. The City's existing WWTP will have adequate capacity to serve the Proposed Project because the proposed activities are not introducing additional water demand in the area. ~~The Proposed Project intends to increase the City's water storage to address existing demands of the public.~~ As previously discussed, there are no proposed personnel increases or need for irrigation that would increase the need for wastewater treatment facilities. Impacts would be less than significant.

d) *Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

Less Than Significant Impact. The City's Sustainable Community Element identifies waste reduction and recycling goals within the City. Waste reduction goals include the reduction of generation of solid waste. These would meet the State's policy goal that not less than 75 percent of solid waste generated be source-reduced, recycled, or composted.

The Proposed Project will be operating a new recycled water reservoir ~~water tank~~ to be serviced by the existing employees maintaining the existing water facility ~~tank~~ adjacent to the Project site. The Project site would not result in a significant increase in employees that would create an increase of solid wastes generated.

Construction of the Proposed Project would result in generation of construction wastes. The construction activities will comply with the City's requirements for Construction and Demolition Recycling Requirements (Section 13.66.040 of the Municipal Code) which outlines the requirements for loading and collection areas, targeted materials for recycling, separation of materials, and compliance with the General Plan. There is no increase in long-term waste generation given that the Project site is not introducing new populations and will be serviced by existing employees of the City. Therefore, the Proposed Project would not result in the generation of solid wastes in excess of state or local standards and would not result in impairing solid waste reduction goals. Impacts, therefore, would be less than significant.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than Significant Impact. As discussed above, the generation of solid waste would be limited during construction and will comply with the Federal, State, and local requirements, including the City's Construction and Demolition Requirements for managing solid waste, CalGreen Code, and the Chapter 13.64 Integrated Solid Waste Management ordinance. Impacts would be less than significant.

4.20 WILDFIRE

20.	WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
(b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
(c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
(d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

4.20.1 Impact Analysis

a) Would the project impair an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. The Proposed Project would not interfere with an evacuation or emergency plan as discussed in Section 4.9 Hazards and Hazardous Materials. In addition, CALFIRE has

prepared Fire Hazard Severity Zone Maps for the State, and the Project site is in a Non-Very High Fire Hazard Severity Zone (CALFIRE 2023). The nearest Very High Fire Hazard Severity Zone is located approximately 3 miles south from the Project site in an open space area adjacent to the San Timoteo Wash (CALFIRE 2023). While the Project site is not located within a fire hazard zone, the open spaces to the north of the Project site could create an environment where wildland fires could occur especially during dry and high wind seasons. The Proposed Project will conform to City guidelines and regulations for new development to minimize fire hazard as outlined in the General Plan (Fire Hazards Policies) (City 2017). These requirements include but are not limited to, using appropriate building material and design features, siting and designing development to avoid hazardous locations, incorporate fuel modification and brush clearances, and coordination with the Redlands Fire Department and other fire prevention agencies to review all applications for development. Conformance with these guidelines would result in less than significant impacts.

b) *Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

Less than Significant Impact. As discussed above, the Proposed Project site is not located within, nor adjacent to, a Very High Fire Hazard Severity Zone of state or local responsibility (CALFIRE 2023). In addition, the Project site is in a flat, developed area with no slopes that would exacerbate fire risks.

While the Project site is not located within a fire hazard zone, the open spaces to the north of the Project Site could create an environment where wildland fires could occur especially during dry and high wind seasons. The Proposed Project will conform to City guidelines and regulations for new development to minimize fire hazard as outlined in the General Plan (Fire Hazards Principles and Actions). These requirements include, but are not limited to, using appropriate building material and design features, siting and designing development to avoid hazardous locations, incorporating fuel modification and brush clearances, and coordination with the Redlands Fire Department and other fire prevention agencies to review all applications for development. Conformance with these guidelines would result in less than significant impacts.

c) *Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*

No Impact. As noted in Section a) and b), the Proposed Project is not located in an area deemed at a risk of wildfire. However, open spaces could create an environment where wildland fires could occur. The existing and proposed water infrastructure ~~tanks~~ at the WWTP would serve as emergency water sources, thus installation of additional infrastructure that would exacerbate fire risks would not be necessary under the Proposed Project. No impact would occur.

d) *Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability or drainage changes?*

Less than Significant Impact. The Proposed Project site is not in an area prone to wildfire or near any water bodies that could cause slope instability or drainage changes. However, as discussed in Section a) and b), the open space north of the Project site could create an environment where wildfires could occur especially during dry and high wind seasons. The Proposed Project shall comply with City guidelines and regulations for new developments to minimize fire hazards (General Plan, Fire Hazards

Principles and Actions). Conformance with these guidelines would result in a less than significant impact.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

21.	MANDATORY FINDINGS OF SIGNIFICANCE.	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
(b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)	☐	☐	☒	☐
(c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

4.21.1 <u>Impact Analysis</u>

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant With Mitigation Incorporated. As discussed in Section 4.4, the Proposed Project does not have the potential to substantially degrade the quality of the environment or adversely impact sensitive biological resources. The Project site is a disturbed, vacant lot with minimal vegetation, and no suitable habitat is present. It has been previously used as a worksite for the WWTP, with aerial imagery confirming signs of disturbance such as tire marks, grading, and a flat surface.

While the Riversidean Alluvial Fan Sage Scrub habitat - which supports special-status species like Slender-horned spineflower, Santa Ana River woollystar, and California gnatcatcher - is located between the Santa Ana River and the Project site, the Project itself does not directly impact this habitat. Additionally, an existing water <u>facility</u> ~~reservoir~~ provides a buffer between the Project site and the sensitive habitat, eliminating the need for additional protective measures.

The Project will not impact riparian habitat, wetlands, or wildlife corridors. It is located 0.20 miles from the Santa Ana River, a state-protected wetland, but no direct encroachment, hydrological alteration, or pollutant discharge is anticipated. BMPs will be implemented during construction to

prevent sediment transport and water quality degradation, ensuring compliance with local and state water quality regulations.

The Project site is outside of any designated critical habitats and does not conflict with any local, regional, or state conservation plans. Additionally, no tree removal is required, and the Project aligns with the City's General Plan policies on habitat conservation and biological resource protection.

As discussed in Section 4.7, the Project site contains soils that are considered highly paleontologically sensitive. Regarding historical resources, as discussed in Section 4.5, the CHRIS data system search results indicated the Project site does not contain important examples of major periods in California's history, thus no mitigation measures for this issue are necessary. Regarding archeological resources, the analysis in Section 4.5 determined that the Project site is in an archeologically sensitive area, thus there is a likelihood of discovery of an archeological resource during grading and excavation of the Project site.

Based on Tribal Consultation discussed in Section 4.18, mitigation measures have been incorporated to address potential impacts to tribal cultural resources.

Thus, implementation of mitigation measures MM PAL-1, MM PAL-2, CUL-1, CUL-2, CUL-3, CUL-4, and TCR-1 through TCR-8 would reduce impacts to less than significant.

b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)*

Less than Significant Impacts. Impacts associated with the Proposed Project would generally be associated with short-term construction activities as operations of the new water reservoir would be passive and not require an increase in staff. According to the City's Planning Division Major Project List 2025, updated in September 2023, the only listed project near the Proposed Project is the Marriott Springhill Suites located on Lugonia Ave. between Nevada St. and Alabama St (City 2025b). However, this project has already been completed, thus there will be no cumulatively considerable impacts associated with construction.

Besides the Marriot Springhill Suites project, there are no listed projects that are occurring on or adjacent to the Project site on Nevada Street, Palmetto Avenue, Pioneer Avenue, San Bernardino Avenue, Alabama Street, or California Street. Cumulative impacts would be considered less than significant.

c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less than Significant Impact. Substantial adverse effects on human beings directly or indirectly are primarily resulting from impacts on air quality, geology and soils, greenhouse gas emissions, hazardous materials, land use, noise, and wildfire. Out of these impact categories, there is one impact associated with geology and soils that would be less than significant with mitigation incorporated (MM PAL-1 and MM PAL-2), due to the Project site's high paleontological sensitivity (see Section 4.7). In addition, impacts regarding paleontological resources do not result in substantial adverse effects on human beings. As analyzed in this document, all other impacts relating to substantial adverse effects on human beings have been determined to be less than significant as the Proposed Project's

construction and operations will comply with the City's General Plan policies and Municipal Code. Impacts will be less than significant with mitigation incorporated.

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MITIGATION MONITORING AND REPORTING PROGRAM
WWTP Recycled Water Reservoir CEQA Project
CITY OF REDLANDS, CALIFORNIA

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October 2025

MITIGATION MONITORING AND REPORTING PROGRAM

Public Resources Code, Section 21081.6 (Assembly Bill 3180) requires that mitigation measures identified in environmental review documents prepared in accordance with California Environmental Quality Act (CEQA) are implemented after a project is approved. Therefore, this Mitigation Monitoring and Reporting Program (MMRP) has been prepared to ensure compliance with the adopted mitigation measures during the demolition and construction phases of the WWTP Recycled Water Reservoir CEQA Project (Proposed Project).

The City of Redlands is the agency responsible for implementation of the mitigation measures identified in the MND. This MMRP provides the City of Redlands with a convenient mechanism for quickly reviewing all the mitigation measures including the ability to focus on select information such as timing. The MMRP includes the following information for each mitigation measure:

- The phase of the project during which the required mitigation measure must be implemented;
- The phase of the project during which the required mitigation measure must be monitored; and
- The enforcement agency.

The MMRP includes a checklist to be used during the mitigation monitoring period. The checklist will verify the name of the monitor, the date of the monitoring activity, and any related remarks for each mitigation measure.

MITIGATION MONITORING AND REPORTING PROGRAM WWTP Recycled Water Reservoir CEQA Project							
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
Cultural Resources							
CUL-1: The City shall retain the services of a Qualified Archaeologist, meeting the Secretary of the Interior Standards, or County requirements, whichever is the greater. The Qualified Archaeologist shall remain on-call throughout the Project. Upon approval or request by the City, a cultural resources mitigation plan (CRMP) outlining procedures for cultural resources monitoring, mitigation, treatment, and data recovery of any unanticipated discovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the CRMP shall include consultations with the City, as well as a requirement that the curation of any significant cultural resources recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised. If significant pre-contact cultural resources, as defined by CEQA, are discovered and avoidance cannot be ensured, the drafts of the CRMP shall be provided to YSMN for review and comment. The archaeologist shall monitor the remainder of the Project and implement the CRMP accordingly.	Pre-Construction	Construction	City of Redlands	LTS			

MITIGATION MONITORING AND REPORTING PROGRAM WWTP Recycled Water Reservoir CEQA Project							
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
CUL-2: In the event of the discovery of previously unidentified and/or potential cultural Resources during Project activities, the City, and/or its Contractor, shall immediately cease all work activities within an area of not less than 60 feet of the discovery. The City or its Contractor shall immediately contact the City and the City-retained on-call Qualified Archaeologist, who must meet the Secretary of the Interior Standards. Except in the case of cultural items that fall within the scope of the California Health and Safety Code 7050.5, CEQA Section 15064.5, or California PRC Section 5097.98, the discovery of any cultural resource within the Project site shall not be grounds for a project-wide "stop work" notice or otherwise interfere with the Project's continuation except as outlined in this mitigation measure. In the event of an unanticipated discovery of cultural resources during construction, the City-retained Qualified Archaeologist, who must meet the Secretary of the Interior standards, shall be contacted to evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If a CRMP is prepared for the Project, the protocols for the mitigation or treatment of cultural resources will be implemented. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program. Additionally, any consulting Native American Tribal groups that requested notification of any unanticipated discovery of cultural resources on the Project shall be notified and included in subsequent consultation appropriately. Specifically, the YSMN shall be contacted regarding any pre-contact finds and provided information after the archaeologist makes his/her initial assessment of the nature of the find, to provide Tribal input with regards to significance and treatment.	Construction	Construction	City of Redlands	LTS			
CUL-3: If cultural resources are encountered during the Project, the Qualified Archaeologist shall prepare a report summarizing any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the SCCIC, as required.	Post-Construction	Construction	City of Redlands	LTS			
CUL-4: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	Construction	Construction					

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification of Compliance		
					Initial	Date	Remarks
Geology and Soils							
PAL-1: Prior to issuance of a grading permit, the City shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground disturbing construction activity. The paleontologist selected must be approved by the City. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the District's Engineering Geologist, as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the District accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.	Pre-Construction/Construction	Construction	City of Redlands	LTS			
PAL-2: At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.	Post-Construction	Construction	City of Redlands	LTS			
Tribal Cultural Resources							
TCR-1: The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of 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. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Pre-Construction/Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-2: Any and all archaeological/cultural 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.	Pre-Construction/Construction	Construction	City of Redlands	LTS			
TCR-3: Native American Treatment Agreement. Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Agreement with the Morongo Band of Mission Indians for the Project. The Tribal Monitor(s) shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources and/or tribal cultural resources.	Pre-Construction	Construction	City of Redlands	LTS			
TCR-4: Cultural Resource Management Plan. Prior to any ground-disturbing activities the project archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the Consulting Tribe[s] and at minimum, shall include the following: (1) the approved Mitigation Measures (MM)/Conditions of Approval (COA), (2) procedures for each MM/COA, (3) the contact information for all pertinent parties, (4) parties' responsibilities, and (5) an overview of the project schedule.	Pre-Construction	Pre-Construction	City of Redlands	LTS			
TCR-5: Pre-Grade Meeting. The retained qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.	Pre-Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-6: Inadvertent Discovery of Cultural Resources. In the event that previously unidentified cultural resources are discovered /unearthed during construction, the qualified archaeologist and the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance activities in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored ground-disturbing activity can proceed. If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find(s), so that it/they can be evaluated by the qualified archaeologist and Tribal Monitor[s]. The archaeologist shall notify the Lead Agency and Consulting Tribe[s] of said discovery. The qualified archaeologist, in consultation with the Lead Agency, the Consulting Tribe[s], and the Tribal monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the qualified archaeologist in consultation with the Tribe[s] and the Tribal monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference: A. Full avoidance. B. If avoidance is not feasible, Preservation in place. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction. C. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (36 CFR 79). Unless otherwise agreed upon by all parties, all removed items from the Project shall be temporarily curated on-site in a secure and locked location (i.e., Conex box, a lockable office or drawer with restricted access to it, etc.). A periodic inventory must be maintained and provided to Consulting Tribe[s].	Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-7: Inadvertent Discovery of Human Remains. The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the Consulting Tribe[s]. A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected by the establishment of an ESA with a marked boundary. Project personnel/observers will be restricted from entry into the ESA. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and Public Resources Code (PRC) § 5097.98. B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5. C. The NAHC shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98 D. If the Morongo Band of Mission Indians has been named the MLD or Co-MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department	Construction	Construction	City of Redlands	LTS			
TCR-8: FINAL REPORT: The final report[s] created as a part of the project (CRMP/AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the appropriate Information Center (IC), and the Consulting Tribe[s]	Post-Construction	Construction	City of Redlands	LTS			

City Council Meeting **I. 6.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve First Amendment to the Agreement with Coffman Associates, Inc. extending the agreement term for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan at Redlands Municipal Airport (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the First Amendment to the Agreement with Coffman Associates, Inc. to extend the term of the agreement to August 30, 2026.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Agreement with Coffman Associates, Inc. to extend the term of the existing professional services agreement for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan at the Redlands Municipal Airport.

DISCUSSION:

On January 17, 2023, the City Council approved a Professional Services Agreement and Single Source Purchase Order with Coffman Associates, Inc. in the amount of $98,650 to conduct a Wildlife Hazard Assessment and prepare a Wildlife Hazard Management Plan for the Redlands Municipal Airport. The project is funded through a grant from the Federal Aviation Administration (FAA) and is essential to ensuring safe airport operations by addressing the growing presence of wildlife near the airfield. Coffman Associates possesses extensive knowledge of Redlands Municipal Airport operations and previously developed the City's Airport Land Use Plan, making them uniquely qualified for this work. The Wildlife Hazard Assessment portion of the project has now been completed

in coordination with airport staff and FAA representatives. The next phase involves the development of the Wildlife Hazard Management Plan, which will outline strategies, policies, and procedures to mitigate identified risks and maintain compliance with FAA safety standards. The proposed First Amendment seeks to extend the term of the agreement to August 30, 2026, providing sufficient time to finalize the management plan, conduct additional stakeholder coordination, and secure FAA approval. This revised timeline also aligns the completion of the consultant's work with the term of the FAA grant, ensuring all project activities and reimbursements remain eligible and in full compliance with federal funding requirements. Furthermore, this amendment does not add any cost to the agreement and serves solely to extend the project duration to complete the remaining deliverables consistent with the FAA grant schedule and reporting deadlines.

ALTERNATIVES:

The City Council may choose not to approve the First Amendment and provide staff with alternative direction.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2025/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$0.00

Budgeted Y/N: N/A
Account No.: N/A
Discussion:
No additional cost associated with this amendment.

Attachments

1. Original Grant Agreement
2. Original Agreement
3. First Amendment

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

Los Angeles Airports District Office: 777 S Aviation Blvd, Ste 150 El Segundo, CA 90245

July 26, 2022

Honorable Mr. Barich
City of Redlands
35 Cajon Street
Suite 222
Redlands, CA 92373

Dear Mr. Barich:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0195-021-2022 at Redlands Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gail Campos, (424) 405-7269, gail.campos@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Cathryn G. Cason
Cathryn G. Cason (Jul 26, 2022 09:48 PDT)

Cathryn Cason
Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 26, 2022
Airport/Planning Area	Redlands Municipal Airport
FY2022 AIP Grant Number	3-06-0195-021-2022
Unique Entity Identifier	VCE6UFMK6PL5

TO: City of Redlands
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2022, for a grant of Federal funds for a project at or associated with the Redlands Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Redlands Municipal Airport (herein called the "Project") consisting of the following:

Airport Wildlife Hazard Assessment/Management Plan

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $98,650.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 98,650 for planning
   $ 0 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

   1. 15 percent; or

   2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

   3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

        a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

        b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

    1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

    2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

    3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

    1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

    2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

        a. Associated with performance under this Grant; or

        b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

    a. Prohibition of Reprisals

        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.

        2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

            i. A member of Congress or a representative of a committee of Congress;
            ii. An Inspector General;
            iii. The Government Accountability Office;
            iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
            v. A court or grand jury;
            vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
            vii. An authorized official of the Department of Justice or other law enforcement agency.

        3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

        4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

        5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

        6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Cathryn G. Cason
Cathryn G. Cason (Jul 26, 2022 09:48 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated July 26, 2022

City of Redlands

(Name of Sponsor)

Paul T Barich

Paul T Barich (Jul 26, 2022 10:01 PDT)

(Signature of Sponsor's Authorized Official)

By: Paul T Barich

(Typed Name of Sponsor's Authorized Official)

Title: Mayor of Redlands

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __California__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Redlands**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of July 15, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

c. Hatch Act – 5 U.S.C. § 1501, et seq.[1]

d. Rehabilitation Act of 1973 – 29 U.S.C. § 794

e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[1]

i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.

j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

h. 49 CFR Part 20 – New Restrictions on Lobbying.

i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to private sponsors.

[2] 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[3] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[4] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Redlands**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of airport planning services ("Agreement") is made and entered in this 17th day of January 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Coffman Associates, Inc., a Missouri 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 professional airport planning services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner

The term of this Agreement shall be for a period of [two] (2) years commencing as of the Effective Date, unless terminated earlier as provided herein. .

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of [Ninety Eight Thousand Six Hundred Fifty dollars] ($98,650). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule Title" which is attached hereto and incorporated herein by this reference..

5.1 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Dave Fitz, Chief Executive Officer
Coffman Associates, Inc.
12920 Metcalf Avenue, Suite 200
Overland Park, KS 66213
diftz@coffmanassociates.com
Phone: (816) 524-3500
Fax: (816) 524-2575

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C ," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and

represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account

only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

Coffman Associates, Inc.

By: _____
Dave Fitz, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
SCOPE OF SERVICES

GENERAL PROJECT DESCRIPTION

In order to reduce the potential of wildlife strikes with aircraft, the Federal Aviation Administration (FAA) has issued Advisory Circular (AC) 150/5200-38, *Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans*, which provides guidance to public use airports about certain land uses that potentially attract hazardous wildlife.

The purpose of this scope of work is to develop a plan to minimize the potential of wildlife strikes with aircraft at Redlands Municipal Airport (the Airport). This Scope of Services is presented in two phases, or steps. The first step in addressing wildlife concerns is to conduct a Wildlife Hazard Assessment (WHA) for the Airport. The WHA, conducted by a Qualified Airport Wildlife Biologist (QAWB), provides the scientific basis for the development, implementation, and refinement of the second step, which is the preparation of the Wildlife Hazard Management Plan (WHMP). The preparation of a WHA is presented in Element 1, and the preparation of the WHMP is presented in Element 2.

ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT

Task 1.1 - Kick-Off Meeting and Initial Site Assessment

An Initial Assessment meeting is to be conducted with airport staff immediately following execution of a contract. The focus of the meeting will be to discuss airport management activities, and past wildlife incursions. After the meeting, biologists will tour the airport and surrounding areas to evaluate wildlife attractants on the airport and a five-mile buffer around the approach/departure airspace. High- resolution aerial photography will be utilized to facilitate the attractant review. During the site assessment, WHA survey points will be established based on the locations of identified attractants and airport operations. Once the survey points are identified, the first round of wildlife surveys, will be completed and finalize the methods specific to the WHA.

The WHA QAWB may need to obtain an Airport Operations Area (AOA) Access Badge to attain driving clearance on the AOA. As part of the initial site visit, it is assumed that arrangements will be made for airport access, driving clearance on airport property, and escorts for any movement areas until the airport wildlife biologist has received the necessary security authorization and airfield driving/familiarity training at the Airport.

If Covid-19 safety protocols preclude airport staff from meeting in-person to conduct the initial assessment meeting, the meeting will be conducted remotely over Zoom. Conducting the meeting remotely will not eliminate the need to tour the airport and conduct the initial survey. The biologist will conduct the initial site survey following the meeting as discussed above. Provided the biologist is granted permission to drive in the AOA, all surveys can be conducted in absence of airport staff.

Responsibilities:

Consultant: The project team will review existing information on wildlife hazard issues, attend the kick-off meeting, take necessary security training, conduct a site visit, collect necessary data, and select survey points.

Sponsor: Provide Consultant with necessary security training, airport tour, airport access, data, and provide kick-off meeting location.

Product: Initial Assessment and kick-off meeting.

Task 1.2 - Identification of Attractants

Wildlife are attracted to areas that provide food, water, and shelter. This task will use high-resolution aerial photography to help identify wildlife attractants, identify attractants within the AOA, and within a five-mile buffer around the approach/departure airspace, as recommended by the FAA. Furthermore, this task will identify existing land uses or proposed land uses that are incompatible with safe airport operations, as stated in AC 150/5200-33C, within 10,000 feet of the airport and within the five-mile buffer.

Responsibilities:

Consultant: Identify wildlife attractants on the Airport, within 10,000 feet of the Airport, and within the five-mile buffer using aerial photography and investigating hazardous attractants and incompatible land uses to explain wildlife movements.

Sponsor: Review.

Product: Wildlife attractants analysis.

Task 1.3 - Wildlife Hazard Assessment Methods

A QAWB will implement survey methods pursuant to 14 CFR 139.337(c) and AC 150/5200-38. The QAWB will collect data to address the following components in the WHA: 1) analysis of events or circumstances prompting the WHA; 2) identification of attractants; 3) wildlife surveys; 4) description of hazards to air carrier operations; and 5) recommend actions for reducing identified wildlife hazards.

To analyze the events that triggered the WHA, data from the FAA Wildlife Strike Data Base, the previous WHA, the current WHMP, and other airport records (if available) will be reviewed. The records review will focus on identifying trends in incident circumstances, past observations, and current management actions. Utilizing field surveys, aerial imagery, and AC 150/5200-33C as guides, wildlife attractants will be identified on and around the airport. Existing land uses in perimeters A, B, and C that are incompatible with safe airport operations will be identified. Identification of wildlife attractants will begin during the initial site visit and will continue throughout the survey period.

As recommended by the FAA, wildlife surveys will be conducted at the airport at least two times a month for 12 consecutive months. Each survey will consist of observing all on-airport points at varying times of day. Off-airport points will be surveyed at least quarterly. The survey schedule will focus on capturing wildlife movements in the morning, afternoon, and evening hours. This will allow the surveyor to assess the potential wildlife hazards in varying conditions throughout the seasons. As recommended by FAA, modified point-counts for all wildlife, but especially birds, will be conducted during each survey. The biologist will survey each of the predetermined survey points for three to five minutes to identify wildlife use within the area. Modified point-count data forms will be completed with an emphasis on observed activity (e.g., flight height above ground level, direction from observer, number of runway crossings, relation to aircraft movement areas, etc.). The biologist will also collect data on general observations as they travel between survey points. General observations may include large mammal tracking surveys, small mammal burrow surveys, notable avian or large mammal movements, or facilities inspections.

In addition to the point-count surveys, spotlight surveys will be conducted and camera stations will be established periodically throughout the year to determine nocturnal animal activity on the airport property. If evidence of small mammal use of the airfield is observed, small mammal trapping (up to 100 adjusted trap nights) will be conducted to evaluate the prey base for larger birds and mammals on the airport property. The small mammal trapping surveys will utilize Sherman live traps. Our proposed survey methodology will allow us to identify wildlife species, numbers, location, movements, and daily and seasonal occurrences at the Airport. All survey data will be processed in a digital database for easy query and analysis. If requested, the database can be provided to the airport for future use.

Responsibilities:

Consultant: Conduct monthly wildlife and bird surveys for 12 consecutive months to

include nighttime spotlight surveys and appropriate small mammal trapping.

Sponsor: Provide Consultant with airport access as needed.

Product: Appropriate wildlife and bird surveys.

Task 1.4 - Wildlife Hazard Assessment Reporting

An Initial Assessment Report, three Quarterly Survey Updates, and a WHA Report will be provided. It is assumed that the Initial Assessment will be subject to two rounds of review and the WHA report will be subject to three rounds of review. The quarterly reports will consist of brief memos. All reports will be emailed for review. Comments will be addressed immediately following receipt of the comments.

An Initial Assessment Report will be written after the initial site assessment meeting and survey; the report will include the reason for the WHA, a brief description of the preliminary observations at the airport, and established survey methods and schedule.

Three quarterly reports with be prepared during the survey period. Each quarterly report will update airport staff on the survey efforts and findings conducted during the previous three months.

Once all surveys are complete, the data analyzed and prepare a WHA report. The report will evaluate the events that triggered the WHA by describing the airport and summarizing the strike data. The results of the surveys will include an identification of wildlife species observed by their numbers, locations, local movements, and daily and seasonal occurrences in the study area. Attractants on and near the airport will be identified. The WHA Report will describe the identified wildlife hazards to air carrier operations and recommend actions for reducing these wildlife hazards. If federally listed wildlife species are observed, the potential ramifications associated with managing the Federal *Endangered Species Act* listed species will be assessed. The draft WHA Report will be prepared and disseminated to airport staff for review and comment. Comments on the draft WHA Report will be incorporated and a final WHA will be prepared, which will be ready for the airport's submittal to the FAA for approval.

Responsibilities:

Consultant: Prepare Draft and Final WHA Reports.

Sponsor: Review and provide comments.

Product: One (1) hard copy and one (1) electronic copy of the Initial Assessment Report; electronic copies of three quarterly survey reports; and a WHA Report one (1) electronic copy of the Draft WHA Report, and three (3) hard copies and two

(2) CDs or USB flash drives of the Final WHA Report.

ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN

The following tasks will result in the preparation of a plan to address the hazardous wildlife situations described within the Wildlife Hazard Assessment (WHA) for the Airport. For the purposes of this scope of work, preparation of a full Wildlife Hazard Management Plan (WHMP), in accordance with the requirements of 14 Code of Federal Regulation (CFR) 139.337, was assumed. Should a lesser effort be required, a revision to this scope of work will be needed.

Task 2.1 - Overview of Wildlife Hazards

Using the WHA, an overview of wildlife hazards at the Airport will be prepared. The history of wildlife strikes at the Airport will be documented as well as the locations of specific wildlife hazards.

Responsibilities:

Consultant: Prepare Overview of Wildlife Hazards.

Sponsor: Review and provide comments.

Product: Overview of Wildlife Hazards.

Task 2.2 - Overview of Wildlife Management Techniques

A primer regarding airport wildlife management will be prepared with the purpose of informing users, readers, and reviewers regarding possible techniques that could be implemented at the airport. A summary of non-lethal and lethal techniques will be included. Descriptions of communication techniques and potential patrols will also be included.

Responsibilities:

Consultant: Prepare Overview of Wildlife Management Techniques.

Sponsor: Review and provide comments.

Product: Overview of Wildlife Management Techniques.

Task 2.3 - Wildlife Management Techniques to be Implemented at the Airport

A series of wildlife management techniques will be planned for implementation at the airport. A system for field monitoring and reporting will be formulated, best management practices will be used, and an annual work plan will be formulated and documented. Due to the unforeseen nature of specific agency requirements, the pursuit of local, state, and federal wildlife control permits is not included in the Scope of Services.

Responsibilities:

Consultant: Prepare Wildlife Management Techniques to be implemented.

Sponsor: Review and provide comments.

Product: Wildlife Management Techniques to be implemented.

Task 2.4 - Implementation and Evaluation

The manner in which the WHMP will be implemented and evaluated will be documented. A list of supplies and required training will also be outlined.

Responsibilities:

Consultant: Prepare a list of supplies and required training.

Sponsor: Review and provide comments.

Product: A list of supplies and required training.

Task 2.5 - Draft WHMP Document Preparation

Materials prepared during Tasks 2.1 through 2.4 will be utilized to compile the Draft WHMP document. The document will be compiled in a manner which will allow it to be a living document that is regularly used and implemented by assigned staff. Checklists, which can easily be duplicated, will be included in the document to allow for document review, implementation, and supply logs. The following sections will be provided in the document:

- A list of the individuals having authority and responsibility for implementing each

aspect of the plan.

- A list prioritizing the following actions identified in the wildlife hazard assessment and target dates for their initiation and completion.
- Requirements for and, where applicable, copies of local, State, and Federal wildlife control permits.
- Identification of resources that the certificate holder will provide to implement the plan.
- Procedures to be followed during air carrier operations.
- Procedures to review and evaluate the wildlife hazard management plan every 12 months.
- A training program conducted by a QAWB.

One (1) electronic copy of the draft WHMP in PDF format will be prepared for review by the Sponsor and FAA.

Responsibilities:

Consultant: Prepare Draft WHMP document.

Sponsor: Review and provide comments.

Product: A Draft WHMP document in PDF format.

Task 2.6 - Final WHMP Document Preparation

Following review of the Draft WHMP by the FAA and Sponsor, the final WHMP document will be prepared. After incorporating comments, three (3) hard copies and two (2) CDs or USB flash drives of the document will be prepared for the Sponsor and FAA.

Responsibilities:

Consultant: Prepare Final

WHMP document. **Sponsor:**

Review and provide

comments. **Product:** A Final

WHMP document.

Task 2.7 - Coordination Meetings/Conference Calls

It is anticipated that coordination meetings will be required during the preparation of the WHMP to coordinate with the Sponsor and FAA. These meetings could occur in-person or via conference call and/or video conference. These meetings/coordination calls are tentatively planned during the preparation of Task 2.3 and after Task 2.5 to review the Draft WHMP Document. It is assumed that one

(1) in-person meeting will occur as part of this task.

Responsibilities:

Consultant: Prepare meeting materials and attend meetings (one [1] in-person meeting).

Sponsor: Provide meeting location and attend meetings.

Product: Coordination meetings held at key decision intervals. One (1) in-person meeting is assumed.

Task 2.8 (Optional) - Wildlife Hazard Management Training

Upon completion of the WHMP, the project team can support the Airport in the implementation of the WHMP by conducting an initial wildlife hazard management training course for applicable personnel. The QAWB can develop and implement a one-day training program. Development includes preparation, review, and inclusion of the WHA and WHMP into the core curriculum and implementing a student- focused training program based on adult learning theory and instructional systems. The training curriculum will be based on and meet the FAA standards provided in AC 150/5200-36B. The WHMP training would be conducted via Zoom or a similar remote conferencing platform.

Responsibilities:

Consultant: An initial training program will be made available to satisfy the training requirements for the FAA.

Sponsor: Attend training program.

Product: An FAA-approved training program.

EXHIBIT "B"
Fee Schedule – Coffman and Associates

January 2022		Coffman Associates - Person Hours					ELEMENT/TASK TOTAL
		Principal $290	Senior Professional $256	Technical $112	Total Labor	Expenses	
Coffman Associates							
ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT							
Task 1.1	Kick-Off Meeting and Initial Site Assessment	0	4	0	$1,024	$0	$1,024
Task 1.2	Identification of Attractants	0	8	8	$2,944	$0	$2,944
Task 1.3	Wildlife Hazard Assessment Methods	0	0	0	$0	$0	$0
Task 1.4	Wildlife Hazard Assessment Reporting	2	4	0	$1,604	$0	$1,604
ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN							
Task 2.1	Overview of Wildlife Hazards	0	4	0	$1,024	$0	$1,024
Task 2.2	Overview of Wildlife Management Techniques	0	4	0	$1,024	$0	$1,024
Task 2.3	Wildlife Management Techniques to be Implemented at Airport	0	16	0	$4,096	$0	$4,096
Task 2.4	Implementation and Evaluation	0	4	0	$1,024	$0	$1,024
Task 2.5	Draft WHMP Document Preparation (Electronic Copy)	2	12	4	$4,100	$0	$4,100
Task 2.6	Final WHMP Document Preparation (3 Hard Copies and 2 Flash Drives)	2	4	4	$2,052	$0	$2,052
Task 2.7	Coordination Meetings/Conference Calls (1 In-Person Meeting)	8	8	0	$4,368	$1,500	$5,868
Task 2.8	Wildlife Hazard Management Training (Optional)	0	0	0	$0	$0	$0
COFFMAN ASSOCIATES PROJECT TOTAL		**14**	**68**	**16**	**$23,260**	**$1,500**	**$24,760**
SWCA Environmental Consultants							
ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT							
Task 1.1	Kick-Off Meeting and Initial Site Assessment						$0
Task 1.2	Identification of Attractants						$0
Task 1.3	Wildlife Hazard Assessment Methods (Includes Kick-Off Meeting and Initial Site Assessment)						$53,441
Task 1.4	Wildlife Hazard Assessment Reporting (Up to 5 Hard Copies and 3 Flash Drives)						$15,735
ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN							
Task 2.1	Overview of Wildlife Hazards						$0
Task 2.2	Overview of Wildlife Management Techniques						$0
Task 2.3	Wildlife Management Techniques to be Implemented at Airport						$0
Task 2.4	Implementation and Evaluation						$0
Task 2.5	Draft WHMP Document Preparation						$1,368
Task 2.6	Final WHMP Document Preparation						$0
Task 2.7	Coordination Meetings/Conference Calls						$0
Task 2.8	Wildlife Hazard Management Training (Optional)						$3,346
SWCA ENVIRONMENTAL CONSULTANTS PROJECT TOTAL							**$73,890**
PROJECT TOTAL							**$98,650**

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.

VENDOR

By:_____ Date: _____

Name, Title

FIRST AMENDMENT
TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the Agreement To Perform Professional Services – Provision of Airport Planning Services ("Agreement"), dated January 17th, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Coffman Associates, Inc. ("Consultant"), is made and entered into this 18th day of November 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the term of the agreement to align with the FAA grant which is funding the project.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Section 4.2 of Article 4 ("Performance of Services") of the Agreement, entitled is hereby amended to read as follows:

"4.1 The Consultant shall perform and complete the services in a prompt and diligent manner commencing as of the Effective Date of this Agreement and expiring on August 30, 2026, concurrent with the FAA Grant to which the project relates, unless earlier terminated in accordance with the provisions set forth therein."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of November 18, 2025.

CITY OF REDLANDS

_____ By: _____
Mario Saucedo, Mayor Dave Fitz, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 7.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Second Amendment to the Agreement with Community Works Design Group, LLC extending the agreement to December 31, 2026, to complete the design of a BMX Pump Track (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the Second Amendment to the Agreement with Community Works Design Group, LLC.

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the Agreement with Community Works Design Group, LLC for the provision of design services of a BMX Pump Track.

DISCUSSION:

On January 6, 2024, the City entered into an agreement with Community Works Design Group, LLC (CWDG) to provide design services for a BMX Pump Track at Sylvan Park. This project, recommended and supported by the Parks and Recreation Commission, aims to supplement and enhance the existing skate park facilities at Sylvan Park. The proposed second amendment seeks to extend the term of the design agreement to December 31, 2026, allowing CWDG to finalize the project and prepare plans and specifications for bidding. Importantly, this extension does not include any additional costs. The additional time added to the project will ensure that both the City and CWDG can work diligently to ensure ADA path of travel from the parking lot and restrooms to the pump track.

ALTERNATIVES:

City Council may choose not to approve the amendment and provide staff alternative direction.

STRATEGIC PLAN:

N/A

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 2025/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$0.00
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:
No additional cost associated with this amendment.

Attachments

1. Original Agreement
2. First Amendment
3. Second Amendment

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of design services ("Agreement") is made and entered in this 6th day of February, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Community Works Design Group, LLC a California limited liability company ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide design services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state, and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tabitha Crocker, Facilities and Community Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

4.2 Consultant shall complete the Services by August 9, 2024, unless the Services are terminated earlier as provided for herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of Ninety-Nine Thousand Two Hundred Seventy-Nine dollars ($99,279). City shall pay Consultant 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 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Scott Rice, President
Community Works Design Group, LLC
7111 Indiana Avenue, Suite 300
Riverside, CA 92504
Scott@cwdg.fun
Phone: 951-369-0700

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C ," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that

in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only,

and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

COMMUNITY WORKS DESIGN GROUP, LLC

By: _____
Scott Rice, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Services will include, but are not limited to:

- A complete set of construction drawings for an asphalt pump track suitable for mountain bikes, bmx bikes, and riders of all skill levels.
- Construction documents
- Engineers Estimate suitable for bidding purposes
- Bid package development
- Construction administration
- Preparing and submitting plans and drawings to the City's Building & Safety Division.

    a. Make corrections to the plans as required, until the Plan Check process is approved and signed off. These plans will be used by a contractor to replace the existing equipment and reconfigure the system. Errors, omissions, unworkable, and/or improper design/drafting shall be corrected by the Consultant at no cost to the City.
    b. The plans and drawings shall be clear, concise, and complete and shall include, where applicable, the Title Sheet, General Notes and Abbreviations, Civil, Utilities, Structural, Mechanical, Electrical Power, and other appropriate and necessary disciplines. The scales for the plans shall be 1" = 4' or 8' (as necessary) and 1" = 20' or 1" = 40' for site civil, or utilities plan sheets, if desired.
    c. The chosen Consultant shall submit three (3) sets of bound copies of the design drawings, specifications and estimate with each submittal for plan checking to the City, along with the previous redlined check prints.
    d. The Title Sheet shall include, but not be limited to: Project title, vicinity (location) map, title block, north arrow, scales, general notes, telephone numbers of utilities and other affected agencies and businesses, sheet index and other required notes and information.
    e. Detail Plans shall be provided where standard plans are not available or where specific dimensioning cannot be readily shown on the improvement plans or provided by description in the project specifications or as needed to ensure project constructability.
    f. The design shall be plotted using permanent drafting ink on Mylar and drafted on twenty-four inch by thirty-six inch (24" x 36"). The Final Plans shall be signed by a Registered Architect or Engineer (as appropriate in their discipline specialty) registered in the State of California, and shall be complete and ready for proposal purposes.
    g. No "stickons" will be allowed. All originals and electronic data are to be considered the property of the City at all times and shall be submitted to the City, along with a CD-RW disk in AutoCAD format, upon completion or as and when directed or any other time when the contract is terminated or temporarily stopped or any other time as directed by the City.
    h. Technical specifications with applicable standard plans as required to complete the construction documents. City to provide "boiler plate" front end general specifications.
    i. Prior to preparation of final design plans, successful Vendor shall visit project site.

The Engineer's estimate shall include quantities, schedule of values, and any other assumptions in support of the estimates. The bid documents shall meet all requirements to obtain all necessary and available permits to perform the construction. The design shall meet all local, state, and federal applicable codes and criteria.

EXHIBIT "B"
FEE SCHEDULE

SYLVAN PARK PUMP TRACK - SCOPE AND FEE BREAKDOWN
CITY OF REDLANDS - COMMUNITY WORKS DESIGN GROUP
UPDATED SEPTEMBER 22, 2023

			COMMUNITY WORKS DESIGN GROUP (CWDG)				AMERICAN RAMP COMPANY			ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA (ERSC)				DESIGN WEST ENGINEERING			Reimbursable Expenses
			LANDSCAPE ARCHITECTURE (PRIME)				PUMP TRACK DESIGN EXPERTS			SURVEY/ CIVIL ENGINEERING				ELECTRICAL			
			Principal Landscape Arch.	Senior Landscape Architect	Project Manager	Landscape Designer	Design Manager	Lead Bike Park Designer	Design Engineer	Senior Engineer	Associate Engineer	Survey Crew	Office Assistant	Senior Electrical Engineer	Associate Engineer	Project Manager	
Task	Description		$215	$175	$160	$130	$210	$130	$210	$225	$195	$310	$85	$225	$195	$175	
1	**ADMINISTRATION / UTILITY COORDINATION/ SITE ANALYSIS**	**$18,410.00**	$4,980.00				$6,555.00			$6,875.00				$0.00			$250
1.1	Ongoing City/ Team Coordination, Meetings, Site Visits as needed		Yes				Yes			Yes							
1.1.1	Participate in kick-off meeting		Yes				Yes			Yes							
1.1.2	Participate in virtual team coordination meeting at each major plan milestone level		Yes				Yes			Yes							
1.2	Utility Coordination/ Records research						Yes			Yes							
1.3	Prepare Topographic Survey						Yes			Yes							
1.4	Develop Project Schedule		Yes				Yes			Yes							
2	**DESIGN DEVELOPMENT**	**$15,275.00**	$4,370.00				$10,905.00			$0.00				$0.00			$250
2.1	Ongoing City/ Team Coordination		Yes														
2.2	Develop Conceptual Plan with Cost Estimate		Yes				As Needed			As Needed							
2.3	Prepare presentation materials for City as required		Yes														
3	**CONSTRUCTION DOCUMENTS / COST ESTIMATES / SPECIFICATIONS , 60%, 90% & 100% CD's)**	**$64,344.00**	$7,905.00				$34,845.00			$9,335.00				$12,259.00			$750
3.1	Update conceptual plan to reflect survey		Yes				Review design for compliance			Review design for compliance							
3.2	Prepare initial conceptual grading plan, conveying general design intent		Yes				Yes			Yes							
3.3	Prepare 60% Construction Drawings		Yes				Yes			Yes				Yes			
3.3.1	Demolition/ Protection Plan		Provide input to civil				Yes			Yes				Yes			
3.3.2	Grading and Drainage Plans						Yes			Yes							
3.3.3	Construction Plans and Details		Yes				Cross ref's to LC-sheets only			Cross ref's to LC sheets only							
3.3.4	Irrigation Plans, Details, Calculations, Schedules		Yes														
3.3.5	Planting Plans, Details, Calculations, Schedules		Yes														
3.4	Prepare 60% Cost Estimates		Yes				Yes			Yes				Yes			
3.5	Provide written response to City/ Agency Comments relating to 60% Construction Dwgs Review		Yes				Yes			Yes				Yes			
3.6	Prepare 90% Construction Drawings		Yes				Yes			Yes				Yes			
3.7	Prepare 90% Estimates		Yes				Yes			Yes				Yes			
3.8	Prepare 90% Specifications		Yes				Yes			Yes				Yes			
3.9	Provide written response to City/ Agency Comments relating to 85% CD's		Yes				Yes			Yes				Yes			
3.10	Prepare 100% Construction Drawings		Yes				Yes			Yes				Yes			
3.11	Prepare 100% Estimates		Yes				Yes			Yes				Yes			
3.12	Prepare 100% Specifications		Yes				Yes			Yes				Yes			
3.13	Provide written response to City/ Agency Comments relating to 100% CD's		Yes				Yes			Yes				Yes			
	SUBTOTAL FEES (CWDG ONLY)	**$98,029.00**	$17,255.00				$52,305.00			$16,210.00				$12,259.00			
	Reimbursables	**$1,250.00**															
	GRAND TOTAL	**$99,279.00**															

EXCLUSIONS: Materials (concrete, etc.) nor compaction testing during construction; deputy inspection; daily site management/ prevailing wage/DIR documentation

The scope and fees indicated above reflect our team's understanding and experience of what is necessary to bring this project to a successful completion. We are willing and open to negotiating exact scope and fees as necessary to best align with the expectations and exact budget of the City of Redlands.

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_X_ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ 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.

COMMUNITY WORKS DESIGN GROUP, LLC

By: _____ Date: 2/6/24

Scott Rice, President

FIRST AMENDMENT
TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of design services ("Agreement"), dated February 6, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Community Works Design Group, LLC a California limited liability company ("Consultant"), is made and entered into this 19th day of November, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to add additional time to the agreement to allow for the completion of the project as the project has progressed at a slower pace than initially anticipated at not fault of either party.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Contractor agree as follows:

AGREEMENT

Section 1. Section 4.2 of Article 4 ("Performance of Services") of the Agreement, entitled is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by June 30, 2025, unless the Services are terminated earlier as provided for herein.

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of November 19, 2024.

CITY OF REDLANDS	COMMUNITY WORKS DESIGN GROUP, LLC
By: _____	By: _____
Eddie Tejeda, Mayor	Scott Rice, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

SECOND AMENDMENT
TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for the provision of design services ("Agreement"), dated February 6, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Community Works Design Group, LLC a California limited liability company ("Consultant"), is made and entered into this 18th day of November, 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to add additional time to the agreement to allow for the completion of the project as the project has progressed at a slower pace than initially anticipated at no fault of either party.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Contractor agree as follows:

AGREEMENT

Section 1. Section 4.2 of Article 4 ("Performance of Services") of the Agreement, entitled is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2026, unless the Services are terminated earlier as provided for herein."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of November 18, 2025.

CITY OF REDLANDS	COMMUNITY WORKS DESIGN GROUP, LLC
By:_____	By: _____
Mario Saucedo, Mayor	Scott Rice, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 8.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement with Geo-Logic Associates, Inc. for Landfill Hydrogeologic Support at the California Street Landfill for a total amount not-to-exceed $150,000 and determine that approval of this 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 Director Crocker)

MOTION(S):

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

1. I move that City Council determine that approval of this agreement 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 approve a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill for an amount not-to-exceed $150,000 for a period of three years.

RECOMMENDATION:

Staff recommends City Council approve a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill in an amount not-to-exceed $150,000 for a period of three years. In addition, staff recommends that approval of this agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department, Solid Waste Division, operates a landfill located on Nevada Street, adjacent to the Santa Ana River wash. The landfill is utilized exclusively for refuse collected within the city limits and is not open to the public. The landfill is regulated by a variety of state entities that permit and monitor the daily operations of the site. The Regional Water Quality Control Board (RWQCB) requires annual water quality monitoring and reporting, which is facilitated by outside contractual service. The proposed consultant will play a lead role in assuring compliance with all water quality regulations pertaining to the City's operation and operating permit for the landfill.

City staff issued a request for proposal (RFP) in accordance with the City's procurement policy. A total of one firm responded.

Firm Name	Responsive Proposer	Responsible Proposer
Geo-Logic Associates, Inc.	X	X

Geo-Logic Associates, Inc., is deemed to be the most qualified firm based on their demonstrated competence and qualifications necessary for the satisfactory performance of the services required, and the cost of such services. Geo-Logic Associates, Inc., will provide professional consulting services for sampling, data validations, database management, performance monitoring, hydrogeologic support, technical and statistical analysis, and reporting services. Additional tasks may also include more technical services for the City's California Street Landfill for the next three years.

Staff rated the proposal and is recommending that City Council approve the agreement with Geo-Logic Associates, Inc., in a total amount not-to-exceed one hundred fifty thousand dollars ($150,000) for a total of three years.

The proposed action is exempt from the requirements of the California Environmental Quality Act's (CEQA) guidelines pursuant to Section 15061(b)(3) as the approval of the agreement would be covered by the general rule common sense exemption that CEQA applies only to projects which 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 and there is negligible expansion of existing facilities.

ALTERNATIVES:

City Council may elect not to approve the agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority D - Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

REVIEWED BY:
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, Procurement Manager

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2025-26
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$ 150,000
Budgeted Y/N:	Y
Account No.:	511900

Discussion:

Sufficient funding for the purchase order is included in the Solid Waste Division's (511900) budget for Fiscal Year 2025-26 as approved by City Council.

Attachments

A. Agreement with Geo-Logic Associates

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of hydrogeologic consulting services associated with the California Street Landfill ("Agreement") is made and entered in this 18th day of November, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Geo-Logic Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide regulatory reporting and hydrogeologic support for the California Street Landfill services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates 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 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three (3) years commencing as of January 21, 2026, unless terminated earlier as provided herein. The City or the consultant may terminate this Agreement without cause by providing the other party with at least thirty (30) days' prior written notice.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred fifty thousand dollars ($150,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with the rates specified in Exhibit "B," titled "Project and Fee Schedule" which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Michael D. Reason, Vice President
Geo-Logic Associates, Inc.
2777 East Guasti Road, Suite 1
Ontario, CA 91761
mdreason@geo-logic.com
(909) 626-2282

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not

perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any

assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

GEO-LOGIC ASSOCIATES, INC.

By: _____
Michael D. Reason, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Monitoring Support. Consultant will collect the required samples from the designated sampling locations and submit samples to the City-selected, State certified laboratory for analysis. Leachate samples will be collected and delivered to the laboratory by staff or consultant.

Task 1: Quarterly Groundwater Monitoring Reports. Consultant will perform all water quality sampling as required. During all monitoring reporting periods, consultant will review field notes and laboratory data in a timely fashion so that data review is completed quickly and any required RWQCB notification meets the deadlines established in Order No. R8-2004-0008 including amendments stipulated in Order No. R8-2008-0094. The data review will include:

- Providing technical and regulatory expertise to City staff.
- Review of all field notes to verify that proper sampling techniques were utilized.
- A thorough data quality check to verify that holding times, required analyses, reporting limits and laboratory precision requirements have been met.
- Updating water level and groundwater quality databases.
- Performance of a thorough quality control check on all data to verify that only correct information is input into the databases.

All sample analyses will be checked against sample collection dates to verify that holding times were met. Analytical results will also be checked to verify that all required analyses have been performed and that laboratory quality assurance results were within acceptable limits. Any identified problems will be detailed in the quarterly reports.

The procedure for laboratory data entry includes manual transfer of data into the existing database. Water level information and field data will also be manually input. All data entered into the database will be checked to ensure that the database is accurate. Laboratory reporting limits, BPO's, and maximum concentration levels will be highlighted with bold font so that the reader can easily discern potential problems.

Statistical analysis of the water quality data will be performed by Consultant. In addition to the statistical analysis of metals surrogates and selected general minerals, selected volatile organic compounds detected at the landfill since September 1998, will be statistically analyzed to establish concentration limits equal to background concentrations during this portion of an extended evaluation monitoring period. VOC statistical analyses will be performed as data quantity and quality permit for each compound of concern, on a per-well basis, using intra-well methods as well as background-to-compliance comparisons. Charts and tables will be used to illustrate VOC statistical findings.

The quarterly groundwater monitoring reports will include the following information:

- A transmittal letter containing an abbreviated summary, including discussions on violations and any actions taken or planned.
- An executive summary of current monitoring results.
- A discussion of groundwater occurrence and movement, including hydrographs for each well, a groundwater elevation contour map, and groundwater gradient calculation.

- A discussion of groundwater quality, including field and laboratory methods, statistical methodology and results, tabulated analytical results, copies of laboratory reports and chain of custody forms, copies of field forms, and graphs of constituents detected at concentrations exceeding intra-well statistical variances.
- Sludge chemical analyses.
- Conclusions, and as needed, recommendations.
- All data entered into the database will be checked to ensure that the database is accurate.

Consultants shall provide the City with an executive summary of the quarterly reports before the 15th day of each month following a quarterly reporting period for inclusion into the City's quarterly report to the LEA as required by permit.

Task 2: Annual Groundwater Monitoring Reports. The annual groundwater monitoring reports will be prepared in combination with the yearly first quarter reports (January-March; report due April 30). In addition to the requirements listed in Task 1, the following items will be included in the annual reports:

- Groundwater monitoring well data summaries. Including tabular and graphical summaries of groundwater levels and sampling results for all annual data, graphical presentation of groundwater constituents that equaled or exceeded BPOs or maximum concentration levels during any quarter if the monitoring period, and summary table of vadose zone sample results.
- An annual summary, discussion and recommendations regarding the detection of VOCs, and any statistical background concentration limits for VOCs which were analyzed within the constraints of available data quality and quantity.
- A discussion of groundwater quality at the CSL, a discussion of vadose zone quality and potential impacts to groundwater quality, and updated information relating to the groundwater monitoring systems and hydro-geology of the CSL.

Task 3: Leachate Sampling and Reporting. A sample of the leachate will be collected and analyzed for all EPA Appendix II constituents in October of each year. If compounds are detected in the October leachate sample, a retest sample will be collected the following April. The retest sample will be tested only for the compounds that were detected for the first time in the October sample. The results of these analyses will be submitted in the appropriate quarterly report (fourth quarter for the October sample, second quarter for the April sample).

Task 4: Leachate (LCRS) Phase Two Annual Performance Monitoring System Testing. The Phase Two performance monitoring system will be tested annually in accordance with the CSL Leachate Management Plan, Title 27 and the CSL Waste Discharge Requirements (WDRs). The annual test shall be performed no later than October 31 of each year or a date agreed upon by the RWQCB. A LCRS annual performance monitoring system test report form is required and is provided in the CSL's Leachate Management Plan for the Consultant. A copy of the performance monitoring test report shall be provided to the RWQCB in accordance with the WDR monitoring and reporting program for the CSL reference in Section 3.6 of the Leachate Management Plan.

Task 5: Leachate (LCRS) Regulatory Compliance Dye Test. To meet regulatory compliance at the California Street Landfill, California Code of Regulations (CCR) Title 27, Section 20340 (d), and the CSL WDRs require that a landfill LCRS dye test be performed annually to demonstrate that the LCRS functions properly. Per the CSL Leachate Management Plan (LMP), annual testing of the Phase II LCRS is required by October 31 of each year to verify that liquid in the system drains to the collection sump, that liquid head over the primary line is less than 12 inches, and that the transducers are functioning properly. Consultant will perform all activities needed to perform the annual LCRS sump dye test including, but not limited to, ordering and installing leachate level transducers and flow meters, troubleshooting equipment, several trips to the field to confirm operation of equipment, communication with City staff, and project logistical support.

Task 6: Condensate (CCRS) Annual Sampling and Report Preparation. In accordance with the Condensate Management Plan, condensate from all condensate and collection recovery system (CCRS) will be sampled and analyzed no later than October 31 of each year. The samples will be analyzed for constituents listed in Appendix A. The analytical results of the condensate sampling and analysis performed in item 2 above will be reported to the RWQCB in the fourth quarter report due no later than January 31 of the following calendar year.

Task 7: Database Management. Each quarter, the existing database will be reviewed and edited such that only data relevant to the current groundwater movement, quality and hydrogeologic character is included for statistical analysis. A separate data base will also be maintained and updated as needed for historical trends.

Task 8: Landfill Expansion Support. Consultant will provide continued technical support for landfill related to cell construction and expansion in the event that additional phases are added during this agreement period. This task also includes project management, field support and all required witnessing, supervision, documentation, and reporting for the decommissioning or relocation of water quality monitoring wells, as needed.

Task 9: Other Tasks. Consultant will provide the City with general consulting services including all miscellaneous requests and technical support for all unforeseeable events related to groundwater and surface water quality and protection at the CSL.

In order to meet the City's needs, and at the City's request, Consultant will answer any questions or issues the City, regulators, or general public may have regarding groundwater and vadose zone quality at the landfill.

Deliverables. Deliverables will consist of formal memorandums, letter reports, and faxed information to be provided to City staff on a time and materials basis upon request. One draft copy of each technical report will be submitted to the City's Facilities and Community services Department Director for review. After incorporation of the City's comments, two bound copies of the final reports and one digital report will be submitted for the City's use and distribution. In the case of quarterly and annual groundwater monitoring reports, two bound complete hard copies will be provided to the City. One hard bound copy of the final report and digital file will be submitted to the State Water Resources Control Board's database for each Quarterly and

Annual Reports. All field work will be personally attended and witnessed firsthand by a geologist currently registered in the State of California, who will then certify all technical reports resulting from the work performed.

EXHIBIT "B"
Project and Fee Schedule

Work Task	Principal Professional II 328	Senior Professional I 252	Project Professional II 226	Staff Professional II 173	Field Tech IV(PW) 170	GLA Subtotal ($)	Vehicle & Sampling Equip. / Supplies 34	Expenses (3% GLA labor) (3%)	Total Quarterly ($)	2026 Cost Based on Fee Schedule Attached	2027 Cost Includes CPI adjustment of 3.1%	2028 Cost Includes CPI adjustment of 3.1%
Tasks 1-7 Sampling and Reporting of Groundwater, Gas, Leachate, Condensate, and Other Materials, LCRS Performance, and Database Management												
First Quarter												
Sampling	0	.5	1	1	24	$ 4,605	24	$ 139	$ 5,560			
Reporting	0	0	0	0	0	$ 0	0	$ 0	$ 0			
Totals:	**0**	**0.5**	**1**	**1**	**24**	**$ 4,605**	**$ 816**	**$ 139**	**$ 5,560**	**$ 5,560**	**$ 5,733**	**$ 5,911**
Second Quarter												
Sampling	0	0	0	0	0	$ 0	0	$ 0	$ 0			
April Leachate Retesting	0	0	2	1	6	$ 1,645	6	$ 50	$ 1,899			
Reporting	1	1	8	30	0	$ 7,578	0	$ 228	$ 7,806			
Totals:	**1**	**1**	**10**	**31**	**6**	**$ 9,223**	**$ 204**	**$ 278**	**$ 9,705**	**$ 9,705**	**$ 10,006**	**$ 10,317**
Third Quarter												
Sampling	0	0.5	1	1	24	$ 4,605	24	$ 139	$ 5,560			
Reporting	0	0	0	0	0	$ 0	0	$ 0	$ 0			
Totals:	**0**	**0.5**	**1**	**1**	**24**	**$ 4,605**	**$ 816**	**$ 139**	**$ 5,560**	**$ 5,560**	**$ 5,733**	**$ 5,911**
Fourth Quarter												
Sampling	0	0	0	0	0	$ 0	0	$ 0	$ 0			
October Leachate Sampling	0	0	2	1	6	$ 1,645	6	$ 50	$ 1,899			
Phase II LCRS Testing	1	1	4	0	40	$ 8,284	40	$ 249	$ 9,893			
Reporting (includes annual report)	1	8	16	20	0	$ 9,420	0	$ 283	$ 9,703			
Totals:	**2**	**9**	**22**	**21**	**46**	**$ 19,349**	**$ 1,564**	**$ 582**	**$ 21,495**	**$ 21,495**	**$ 22,162**	**$ 22,850**
Annual Total (Tasks 1-7)										**$ 42,320**	**$ 43,634**	**$ 44,989**
Task 8 – Landfill Expansion Support												
Labor and incidental costs for expansion support, as directed by City										as needed	as needed	as needed
Task 9 – Other Tasks												
Labor and incidental costs for other tasks, as directed by City										as needed	as needed	as needed
TOTAL ESTIMATED COST FOR THREE YEARS OF SERVICES (TASKS 1-7): **$ 130,943**												

Notes:

1. Monitoring costs include coordination with City-selected lab to obtain sample containers, sampling of groundwater monitoring wells, lysimeters, soil-pore gas probes, leachate, and condensate.
2. Reporting costs include database management, data validation, statistical analyses, preparation of groundwater elevation contour maps, preparation of text describing the monitoring event and results, and distribution of reports to appropriate agencies, including the State's Geotracker Database.
3. Annual reports will be combined with the First Semiannual Monitoring Report, due April 30 of each year.
4. Each report will include results for all samples collected during the monitoring period.
5. Vehicle Equip./Supplies include equipment, vehicle, and miscellaneous costs (ice, coolers) associated with sampling.
6. Analytical costs are not included based on the RFP indicating that samples will be submitted to the City-selected laboratory.
7. Tasks 7 and 8 will be performed at the City's request at the unit rates determined at the time of the request.

Professional Staff

Staff Professional I $150.00/Hour
Staff Professional II 170.00/Hour
Staff Professional III 186.00/Hour
Project Professional 1 ..... 199.00/Hour
Project Professional II 222.00/Hour
Project Professional III 240.00/Hour
Senior Professional I 247.00/Hour
Senior Professional II 266.00/Hour
Senior Professional III 283.00/Hour
Principal Professional I 296.00/Hour
Principal Professional II 321.00/Hour
Principal Professional III 350.00/Hour
Court Appearance (Expert Witness, Deposition, etc..; four-hour minimum) ..... 2 x HourlyRate

Field Laboratory Staff

Technician I 108.00/Hour
Technician II 130.00/Hour
Technician III (or Minimum Prevailing Wage) 147.00/Hour
Technician IV 163.00/Hour
Prevailing Wage Technician 170.00/Hour
Laboratory Manager 196.00/Hour
Principal Technician 219.00/Hour
Managing Technician 196.00/Hour

CAAD/GIS

CAAD/GIS/Database Manager 1 ..... 130.00/Hour
CAAD/GIS/Database Manager II 153.00/Hour
CADD Designer 170.00/Hour
GIS Specialist 170.00/Hour

Support Staff

Administrative Assistant I 96.00/Hour
Administrative Assistant II 116.00/Hour
Administrative Assistant III 138.00/Hour
Technical Editor 123.00/Hour
Senior Technical Editor 170.00/Hour
*Overtime Premium is 35% of PERSONNEL CHARGE

Equipment Charges

BAT Permeameter 200.00/Day
Compaction Testing Equipment & Supplies 50.00/Day
Peel & Shear Strength Apparatus (FML Seams) 900.00/Month
Portable Laboratory (8’ x 32’ trailer) with equipment 1,200/Month
Portable Laboratory (mobilization /demobilization) 1,500.00

ReMi/Refraction Seismograph 600.00/Day
Sealed Single Ring Infiltrometer (SSRI) .....200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI) ..... Call for quote
Slope Inclinometer 250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance 250.00/Day

Expenses

Vehicle use for Field Services ..... 17.00/Hour or 500.00/Week
Soil Sampling Equipment & Drilling Supplies 7.00/Hour
Groundwater Sampling Equipment & Drilling Supplies 17.00/Hour
Per Diem ..... Lesser of (Cost) of (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)..... Cost
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)..... Cost
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.) ..... Cost

Permits, Fees and Bonds

The cost of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

Test Name	Test Method	Unit Rate

Geotechnical / Physical Properties

Moisture Content, gravimetric……... D2216/D4643…….. $25/Test
Moisture Content (volumetric and gravimetric) and Bulk Density……D2216/D4643…….. $40/Test
Porosity……..…….…….. $250/Test
Particle Size Analyses
Standard Sieves and Hydrometer……..D422…….…….$250/Test
Particle Size Analysis – Dry Sieve…….. D421……..$140/Test
Particle Size Analysis- Aggregate, no hydrometer.……..…D422/C136/CT202....$180/Test
Particle Size Analysis with Gravel with hydrometer.…….…..D422…….….$300/Test
Percent Passing #200 Sieve.…….……D1140/C117.…….$110/Test
Atterberg Limits
Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI)……D4318……$190/Test
Liquid Limit…… D4318……$105/Test
Plastic Limit……D4318/CTM 204…... $105/Test
Specific Gravity,Fine (<4.75mm diameter materials)……D854…….. $150/Test
Specific Gravity,Coarse (>4.75mm diameter materials)……C127…… .$130/Test
Proctor Compaction Test
Method A or B (<25% retained on a 3/8" sieve)……...D698/D1557……...$240/Test
Method C (>25% retained on a 3/8" sieve)…….....D698/D1557……...$290/Test
Moisture Density Single Point, std/mod (Proctor check point)……D698/D1557……...$90/Point
Moisture Density Curve……..CTM 216 ……...$260/Test
Percent Organic Matter by Muffle Furnace……D2974… ……$115/Test

Permeability / Conductivity Testing

Hydraulic Conductivity, Fixed Wall, up to 6" Diameter Cell .....Modified…….$315/Test
Flexible Wall Method, 1" to 4" Diameter Sample…….……D5084……..……..$370/Test

Strength and Consolidation Testing

Consolidation Testing
Consolidation Test (single point) ……D2435……$105/Test
Consolidation Test (without rate data)……D2435……$190/Test
Test rate data per load increment……..D2435……$80/Test-Load
Expansion/Collapse Testing
Expansion Index of Soils……D4829……$180/Test
Expansion Index Test w/Cement or Lime treated soils……...D4829……$230/Test
Strength Testing
Unconfined Compressive Strength(UC), 2-3"……D2166……$125/Test
Triaxial Compression
Unconsol.-Undrained Triax. Compression (UU), 2-3",1-pt test……..D2850……$215/Test
Consolidated Undrained Triax. Compressions (CU),2-3"(per point)..D4767……$500/Point
Consolidated Drained Triax. Compressions (CD),2-3"(per point)…..D7181……$745/Point
Direct Shear
Direct Shear Test (saturated)……D3080……$90/Point
Direct Shear Test (saturated, recycled- strain rate 0.0042"/min).……D3080……...…$180/Point
Direct Shear Test (consolidated drained).……D3080……...$205/Point
Direct Shear Test (consolidated drained, residual)……..D3080……..……..…$350/Point
Direct Shear Test (at natural moisture)……D3080……..…$80/Point

Test Name	Test Method	Unit Rate
R-Value	D2844/CTM301	$280/Test

Aggregate Testing

Sand Equivalent	D2419/CMT 217	$100/Test
Durability Index (coarse)	D3744/CMT 229	$200/Test
Durability Index (fine)	D3744/CMT 229	$180/Test

Soil with Amendments and Slurry Testing

R-Value (lime- or cement -treated soils)	D2844/CTM301	$330/Test
Compressive Strength, Soil Cement	D1633/D1632	$205/Point
Pocket Penetrometer		$20/Test

Soil Chemistry

pH of Soil		$25/Test
Chloride Content (subcontracted)	CTM 422	$65/Test
Sulfate Content (subcontracted)	CTM 417	$65/Test
Soil Resistivity (subcontracted)	G57/CTM 643	$150/Test
Corrosion Series (Min. resistivity, pH, SO_4, CI; subcontracted)		$240/Test

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

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.

GEO-LOGIC ASSOCIATES, INC

By:_____ Date: _____

Michael D. Reason, Vice President

City Council Meeting **I. 9.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Facility Use Agreement with the Boys and Girls Clubs of Greater Redlands-Riverside for the use of the gymnasium at the Joe R Gonzales Community Center to provide day camp programs 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 Guidelines (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 approval of the Facility Use Agreement with the Boys and Girls Clubs of Greater Redlands-Riverside is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061 (b)(3); and

2. Approve the Facility Use Agreement with the Boys and Girls Clubs of Greater Redlands-Riverside for use of the Joe R Gonzales Community Center.

RECOMMENDATION:

Staff recommends that the City Council approve the Facility Use Agreement with the Boys and Girls Clubs of Greater Redlands-Riverside. 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 15061 (b)(3).

DISCUSSION:

In November 2019, the City Council approved a Facility Use Agreement ("Agreement") with the Boys and Girls Club of Redlands ("BGCR") for use of the Joe R Gonzales Community Center Gymnasium ("Gym") located at 111 W. Lugonia Avenue. BGCR has now requested to enter into a new Facility Use Agreement for continued use of the Gym for its day camp programs, along with a waiver of associated fees to support the program's goals. The requested use does not conflict with any existing scheduled classes or programs. With approval of the Agreement, the City and BGCR will continue their partnership to provide recreational programming for youth participating in BGCR's day camps. The Agreement aligns with the City's Recreation Division's goals of providing positive opportunities for youth ages 4 through 11 by promoting healthy physical activity and access to nutritional meals. This proposed Agreement represents a new term between the City and the Boys and Girls Clubs of Greater Redlands-Riverside. A copy of the Agreement is attached for the City Council's consideration. The terms of the agreement are for three years and will allow for the use of the gym during day camp operations (typically from 2pm–4pm during non-school periods such as summer, spring break, etc.) when not in use for other programs or classes.

Additionally, the approval of this Facility Use Agreement is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), which applies to the leasing of existing City facilities. The Agreement authorizes use of an existing facility and does not involve an expansion of the facility's current or previous use.

ALTERNATIVES:

The City Council may deny the approval of the Agreement.

STRATEGIC PLAN:

Supports Objective E-8: Enhance recreational program services

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

Should the agreement be approved, the per-hour room use fee which covers staff time will be waived.

Attachments

Facility Use Agreement - Boys and Girls Club

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 18th day of November, 2025 (“Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the Boys and Girls Clubs of Greater Redlands-Riverside, a non-profit public benefit corporation (“BGCR"). City and BGCR are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City’s Facilities and Community Services Department’s Recreation and Senior Services Division (“Division”) focuses on fostering community integration while preserving individuals' dignity and well-being; and

WHEREAS, the Division offers various programs aimed at enriching the lives of Redlands residents, which include programs and community partnerships, promoting nutrition and healthy eating habits, encouraging active living, and providing essential informational services; and

WHEREAS, the Division partners with BGCR to ensure youth have access to affordable and nutritious meals and recreational programs; and

WHEREAS, City and BGCR wish to enter into this Agreement to formalize the partnership between the City and BGCR regarding the use of the City’s Joe R. Gonzales Community Center Gymnasium (the “Premises”) for the operation of BGCR’s day camp programs.

ARTICLE 1. PREMISES

1.1 City grants BGCR a non-exclusive right to use the Premises as described and in Exhibit “A” below pursuant to the terms and conditions in this Agreement:

Joe R Gonzales Community Center - Gymnasium Only

Located at 111 West Lugonia Avenue, Redlands, California

ARTICLE 2. TERM

2.1 This Agreement shall be for a term of three (3) years commencing on its Effective Date, unless earlier terminated as provided for herein.

2.2 Either Party may terminate this Agreement, without cause, by providing at least ninety (90) days prior written notice to the other Party specifying the date for termination of this Agreement.

ARTICLE 3. RENTAL FEE

3.1 Based on the public purpose set forth in the Recitals herein, the rental fee will be One Dollar ($1) per year for the use of the Premises during the term of this Agreement.

ARTICLE 4. USE OF PREMISES

4.1 The Premises shall be used for the exclusive purpose of operating the BGCR's summer day camp program ("Program") as described in Section 4.2. BGCR shall not use or permit the Premises to be used for any other purpose without the prior written consent of the City.

4.2 The Program is open to children between the ages of 4 – 11 years old beginning June 1 through July 31. The Program will operate five (5) days a week (Monday through Friday) starting at 7:00 a.m. and ending at 6:00 p.m.

4.3 City will provide BGCR access to the Premises for the Program. During the term of this Agreement, BGCR shall conduct the Program only on the Premises in accordance with all applicable laws, rules and regulations, and in ensuring the safety of participants of the Program and BGCR employees, agents and volunteers. BGCR shall assume full responsibility for its and its employees' personal property used on the Premises and shall indemnify and hold City harmless for any theft or damage relating to BGCR's or BGCR's employees' personal property. BGCR shall, at its own cost and expense, maintain insurance for all personal property on the Premises as set forth in Section 7 of this Agreement.

4.4 BGCR shall be solely responsible for any set up and cleaning associated with its use of the Premises and shall maintain the Premises in a clean and litter-free manner. BGCR shall be responsible for ensuring all of its employees, agents and volunteers staff meet all applicable County Health Department requirements for food preparation and handling. BGCR shall not place any locks on the interior or exterior of the Premises without the prior written permission of City's Facilities and Community Services Director.

4.5 BGCR shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

4.6 BGCR shall not commit, or permit the commission by others, of any waste on the Premises. BGCR shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and BGCR shall not use or permit the use of the Premises for any unlawful purpose.

4.7 BGCR shall operate Program with its own employees, contractors, agents and volunteers, and shall not utilize city officials, employees or volunteers to operate Program. BGCR employees, agents and volunteers shall be background checked as required under law.

5. ARTICLE 5. INDEPENDENT CONTRACTOR

5.1 It is the express intention of the Parties that BGCR is, and shall remain during the term of this Agreement, an independent contractor and not be an agent or employee of City. BGCR represents to City that it is free from the control of City as to how BGCR's Program is provided to the public; the Program provided by BGCR is not part of City's business operations; BGCR is providing the same or similar Program to other persons and entities through BGCR's business operation, or through other businesses; and that BGCR agrees that the Program conducted within the Premises is not BGCR 's sole source of business. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, joint venturer or partnership between BGCR and City. The Parties acknowledge that BGCR's employees are not employees of City for State tax, Federal tax, or any other purpose.

ARTICLE 6. COMPLIANCE WITH LAWS

6.1 BGCR shall, at BGCRs sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to BGCRs use and occupancy of the Premises for BGCR's Program whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by BGCR in a proceeding brought against BGCR by any government entity that BGCR has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and BGCR and shall constitute grounds for termination of this Agreement by City.

ARTICLE 7. INDEMNITY AND INSURANCE

7.1 BGCR shall maintain the following insurance for the duration of BGCR 's occupation and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement:

A. Comprehensive general liability insurance, with carriers acceptable to City, with 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. City shall be names as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to BGCR 's occupancy of the Premises.

B. 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 BGCR is self-insured or exempt from the worker's compensation laws of the State of California. BGCR shall provide City with Exhibit "B," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

C. Sexual Abuse or Molestation (SAM) Liability**:** If the comprehensive general liability insurance policy referenced above is not endorsed to include affirmative

coverage for sexual abuse or molestation, BGCR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **$1,000,000** per occurrence or claim.

7.2 BGCR shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents, and volunteers, from any and all damages, costs, suits, claims, losses and liability for injury to persons including death, and damage to property, arising out of, or in connection with the Program, this Agreement, and any act or omission of BGCR or its officers, employees, agents or volunteers, in connection with operation of BGCR's business operations or the Program conducted at the Premises.

ARTICLE 8. TAXES AND UTILITIES

8.1 City shall pay, and hold BGCR free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement. BGCR shall pay, and hold City free and harmless from, all charges for telephone usage by BGCR at the Premises.

ARTICLE 9. ATTORNEYS' FEES

9.1 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 costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

ARTICLE 10. NOTICES

10.1 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:	BOYS AND GIRLS CLUBS of GREATER REDLANDS-RIVERSIDE:
City Clerk	Montrice Shabete
City of Redlands	BGCR – Chief Operating Officer
35 Cajon Street	1251 Clay Street
P.O. Box 3005 (mailing)	Redlands, CA 92374
Redlands, CA 92373	mshabete@bgcie.org
jdonaldson@cityofredlands.org	(909) 798-4599
(909) 798-7531	

ARTICLE 11. MISCELLANEOUS

11.1 BGCR shall not encumber, assign, or otherwise transfer this Agreement, any right or

interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer or subletting by BGCR without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the City, result in immediate termination of this Agreement.

11.2 This Agreement constitutes the entire agreement between City and BGCR respecting BGCR 's use of the Premises and sets forth the obligations of City and BGCR to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void. Any modifications to this Agreement shall be in writing and executed by both Parties.

Executed as of the 18th day of November 2025, at Redlands, California.

CITY OF REDLANDS	BOYS AND GIRLS CLUBS of GREATER REDLANDS-RIVERSIDE
_____	_____
Mario Saucedo, Mayor	Montrice Shabete, Chief Operations Officer

ATTEST

_____

Jeanne Donaldson, City Clerk

EXHIBIT A

PREMISES

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.

BOYS AND GIRLS CLUBS of
GREATER REDLANDS-RIVERSIDE

By:_____ Date: _____
Montrice Shabete, Chief Operating Officer

City Council Meeting **J. 1.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation of the 2025 National Community Survey (NCS) Results (Assistant City Manager McConnell)

MOTION:

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

I move to receive and file the presentation on the results of the 2025 National Community Survey (NCS) conducted by Policy Confluence, Inc. dba Polco.

RECOMMENDATION:

Staff recommends that the City Council receive and file a presentation on the results of the 2025 National Community Survey (NCS) conducted by Policy Confluence, Inc. dba Polco.

DISCUSSION:

In July 2021, as part of a multifaceted approach towards the development of a strategic vision for Redlands, the City Manager's Office contracted with Policy Confluence, Inc. dba Polco to conduct a community-wide survey. The survey instrument, known as the National Community Survey (NCS), includes standard questions for measuring resident satisfaction levels and perceptions about the quality of local government services and a half page of customized questions regarding specific local issues. The standardized portions of the NCS allow Polco to provide benchmark comparisons to any of the hundreds of communities that have conducted the survey. The NCS is the only resident survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities. The results of the 2021 NCS were presented to the City Council in November 2021. Each year since then, the NCS instrument has been distributed to a randomly selected sample of Redlands residents

reflective of the City's population and demographics. The results have been presented to the City Council and made available to the public following each survey period.

In order to effectively gauge Redlands residents' continued satisfaction with City services, in August 2025, the City released the 2025 NCS. During the months of August, September and early October, Polco collected and compiled the results into the report which will be presented to the City Council and the public this evening. The report will highlight historical trends since 2021, noting areas where the City receives positive feedback from Redlands residents, while also identifying areas where City services can improve.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Carl Baker, Public Information Officer

Fiscal Impact

Discussion:

There is no fiscal impact associated with the receipt and filing of the 2025 National Community Survey.

Attachments

2025 NCS Report

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Redlands,CA

The National Community Survey

Report of Results
2025

Report by:

National Research Center
POWERED BY POLCO

Polco

Visit us online!
www.polco.us

Charter Members
AAPOR Transparency Initiative
AMERICAN ASSOCIATION FOR PUBLIC OPINION RESEARCH

National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

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About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of Redlands. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents' opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 308 residents of the City of Redlands collected from August 4th, 2025 to September 16th, 2025. The margin of error around any reported percentage is 5.6% for all respondents and the response rate for the 2024 survey was 11%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Redlands.

How the results are reported

For the most part, the percentages presented in the following tabs represent the "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in the tab "Complete data." However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 500 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Redlands's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by Redlands residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that Redlands's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then Redlands's average rating was more than 20 points different when compared to the benchmark.

Trends over time

Trend data for Redlands represent important comparison data and should be examined for improvements or declines.[1] Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than 8.3 percentage points between the 2025 and 2024 surveys, the change is statistically significant.

1. In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting survey recipients

All households within the City of Redlands were eligible to participate in the survey. A list of all households within the zip codes serving Redlands was purchased from Polco's mailing vendor, Go-Dog Direct, based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of Redlands households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of Redlands boundaries were removed from the list of potential households to survey.

Each address identified as being within city boundaries was further identified as being within one of the 5 areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

Conducting the survey

The 3000 randomly selected households received mailings beginning on August 4th, 2025 and data collection for the survey remained open for 6 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation. All follow-up mailings asked those who had not completed the survey to do so, and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 2% of the 3,000 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,930 households that received the invitations to participate, 308 completed the survey, providing an overall response rate of 11%. Of the 308 responses, 303 were completed in English and 5 were completed in Spanish.The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.[2]

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions. The margin of error for the City of Redlands survey is no greater than plus or minus 5.6 percentage points around any given percent reported for all respondents (308 completed surveys).

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the City of Redlands. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Redlands and also a question about where they heard about the survey. The open-participation survey was open to all city residents and became available on September 1st, 2025. The survey remained open for 2 weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open-participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a "key and verify" method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2023 American Community Survey estimates for adults in the City of Redlands. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[3]

The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target [4]
Age	18-34	**6%**	**26%**	**34%**
	35-54	**24%**	**35%**	**32%**
	55+	**71%**	**38%**	**34%**
Area	Area 1	**16%**	**29%**	**28%**
	Area 2	**9%**	**16%**	**17%**
	Area 3	**24%**	**14%**	**15%**
	Area 4	**20%**	**19%**	**19%**
	Area 5	**30%**	**22%**	**20%**
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	**83%**	**67%**	**67%**
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	**17%**	**33%**	**33%**
Housing tenure	Own	**82%**	**57%**	**57%**
	Rent	**18%**	**43%**	**43%**
Housing type	Attached	**21%**	**36%**	**36%**
	Detached	**79%**	**64%**	**64%**
Race & Hispanic origin	Not white alone	**28%**	**53%**	**52%**
	White alone, not Hispanic or Latino	**72%**	**47%**	**48%**
Sex	Man	**44%**	**41%**	**47%**
	Woman	**56%**	**59%**	**53%**
Sex/age	Man 18-34	**1%**	**7%**	**16%**
	Man 35-54	**10%**	**17%**	**15%**
	Man 55+	**33%**	**17%**	**15%**
	Woman 18-34	**4%**	**20%**	**18%**
	Woman 35-54	**14%**	**18%**	**16%**
	Woman 55+	**37%**	**21%**	**19%**

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of Redlands funded this research. Please contact Carl Baker of the City of Redlands at cbaker@cityofredlands.org if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged. **Non-response error** arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than those who did respond. **Coverage error** refers to the possibility that some respondents that should have been included in the surveyed population were not (e.g., for a general resident survey, USPS mailing lists may exclude certain types of housing units, such as multi-family buildings where mail is delivered to a common area rather than to a specific unit (though this is rare), or where mail is received at a PO box instead of the at household's physical location. Finally, **recall bias** occurs when respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events), and **social desirability bias** may cause respondents to answer in ways they think cast their responses in a more favorable light.

Survey Validity

See the Polco Knowledge Base article on survey validity at https://blog.polco.us/polco-knowledgebase/margin-of-error-and-confidence-level-in-survey-results

2. See AAPOR's Standard Definitions for more information at https://aapor.org/standards-and-ethics/standard-definitions/
3. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
4. Targets come from the 2020 Census and 2023 American Community Survey

Key Findings

Community Strengths:

Residents express strong satisfaction with their overall quality of life.

• Most residents rated Redland's overall image or reputation as excellent or good (85%), a figure that remained higher than national benchmark.

• Redlands as a place to raise children was positively rated by about 9 in 10 participants.

• About 9 in 10 community members would recommend living in Redlands, higher than the national benchmark. A similar proportion of residents stated that they planned to remain in the community for the next five years.

• Many community members appreciated Redlands' availability of preventative health services and affordable quality mental health care, both of which increased significantly since 2024.

Perceptions of local government have improved since 2024.

• The City of Redlands received a 17 percentage point increase for the quality of services provided to residents, improving from 58% in 2024 to 75% in 2025.

• Confidence in City government increased since 2024, with about 5 in 10 residents offering a positive rating compared to 4 in 10 in 2024.

• Ratings for the overall direction the City is taking also increased, with over half of respondents (58%) responding positively.

• Many measures related to governance—such as being open and transparent, and treating all residents fairly—experienced significant increases, with about 5 in 10 community members expressing satisfaction.

Compared to national sentiments, community members appreciate the local economy.

• About 7 in 10 residents rated Redlands as an excellent or good place to work and to visit, both higher than the national benchmark with the rating for Redlands as a place to work increasing significantly since 2024.

• The vibrancy of the downtown/commercial area was rated positively by 81% of respondents, landing much higher than benchmark.

Focus Areas:

Aspects of the natural environment indicate room for growth.

• Air quality was rated positively by about 4 in 10 residents, much lower than the national benchmark.

• Only 34% of respondents rated water resources positively, a rating also much lower than the comparison communities.

• Though 5 in 10 community members rated open space as positive, reviews dropped significantly since 2024 (10 percentage points).

Affordability and community development continue to be challenges.

• About 4 in 10 community members rated the availability of affordable quality childcare/preschool as positive, though similar to national ratings.

• Only about half of residents positively rated employment opportunities (47%) as positive.

• Affordable quality housing received positive reviews from about 2 in 10 respondents, although similar to the national average.

• Well-planned residential and commercial growth also show room for improvement with only 47% of residents rating them positively.

Other notable results:

• Most respondents stated that they had *not* heard about any work by the City of Redlands to help people experiencing homelessness in the last two years.

• Of those who had heard about reduction efforts towards homelessness, 5 in 10 believed that the City's efforts to support people experiencing homelessness have been successful.

• Residents rated enforcing "no camping" ordinances in public parks and rights of way as the most important solution to help address homelessness, followed by providing access to healthcare and substance abuse treatment.

• Community members identified homelessness and public safety (police and fire) as top priorities for the future.

Areas of greatest change since 2024:

Of the evaluative questions included on both the 2024 and 2025 iterations, 93 were statistically similar to previous results. Upward trends were seen in 25 items, while 3 ratings decreased since 2024. The most significant of those trends are listed below.

Increases
• Quality of City of Redlands services (+17%)
• Overall confidence in Redlands government (+15%)
• City of Redlands being open and transparent to the public (+14%)
• Emergency preparedness (services that prepare the community for natural disasters or other emergency situations; +14%)

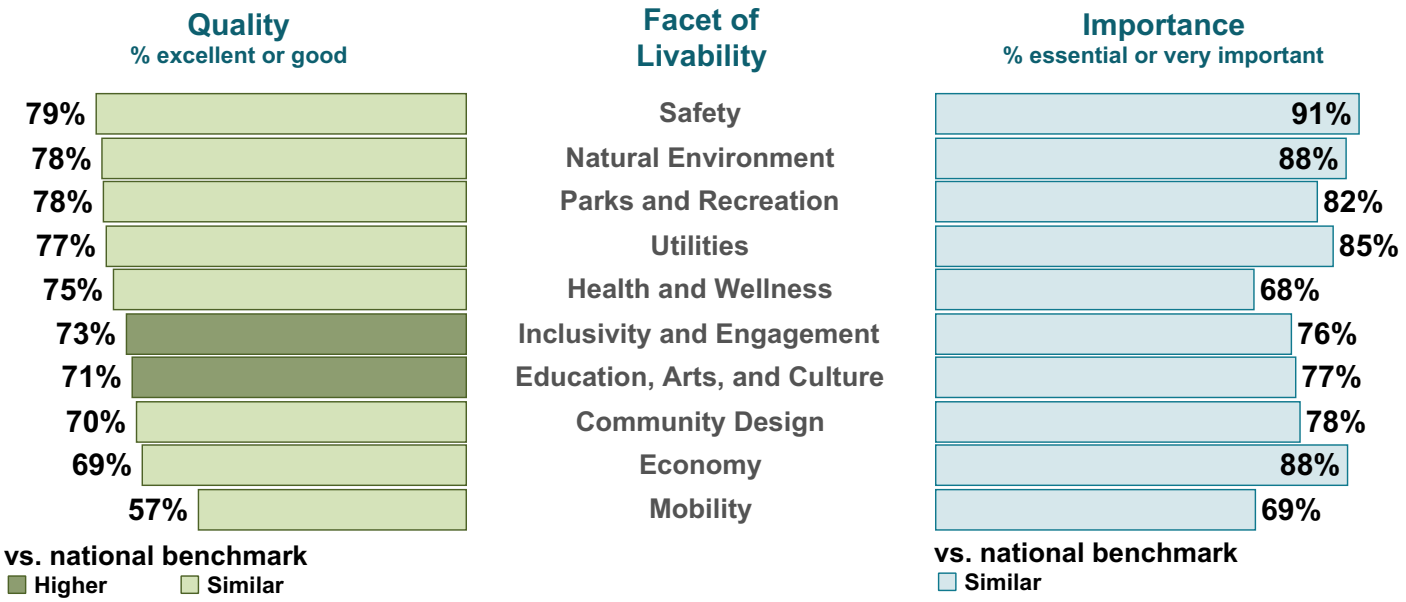
Decreases
• Yard waste pick-up (-17%)
• Ambulance or emergency medical services (-10%)
• Redlands open space (-10%)

Facets of livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

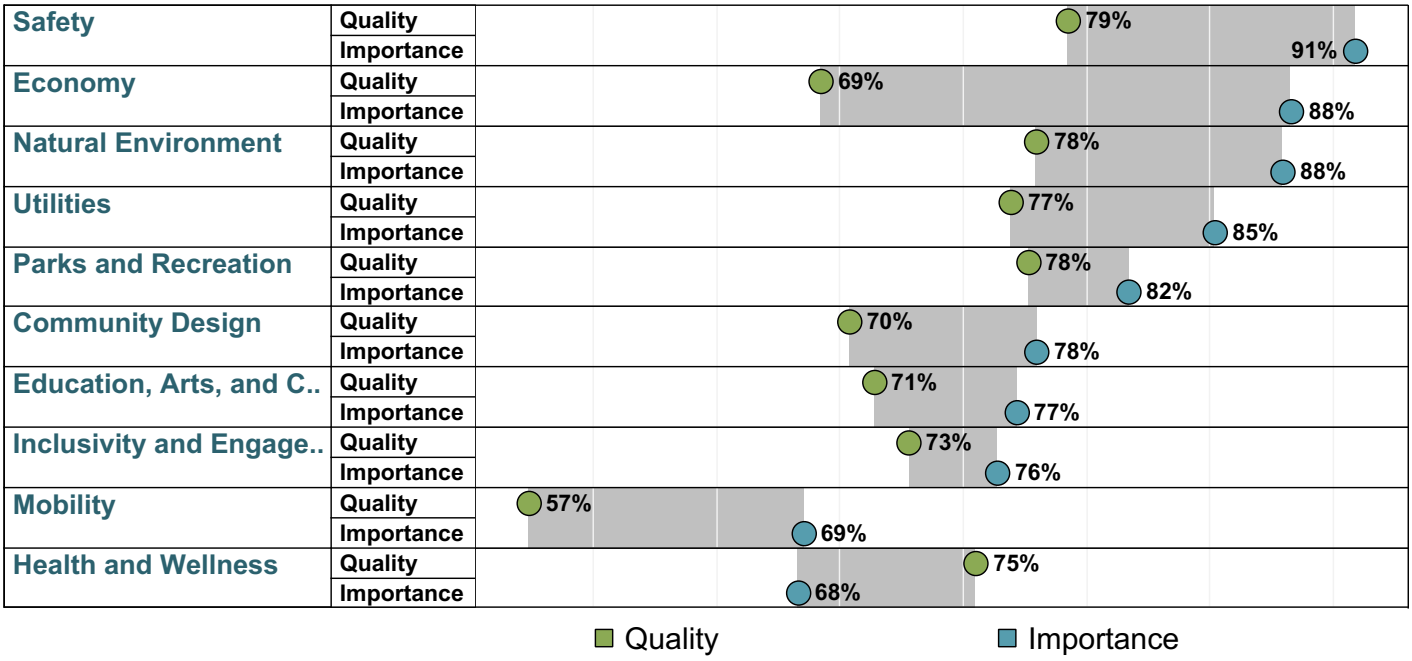
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).



Quality/Importance Gap Analysis

The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.

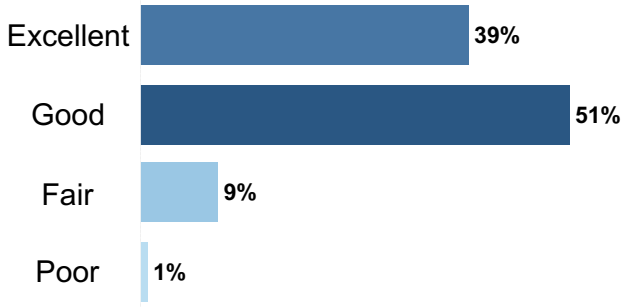


Polco

Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Redlands, 2025



Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[8]
Redlands as a place to live	85%	78%	89%	91%	94%	Similar
The overall quality of life	79%	64%	83%	88%	90%	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

	2021	2022	2023	2024	2025	
Recommend living in Redlands to someone who asks	88%	72%	85%	90%	93%	Higher
Remain in Redlands for the next five years	84%	77%	85%	86%	92%	Similar

Please rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Overall image or reputation	75%	61%	81%	83%	85%	Higher

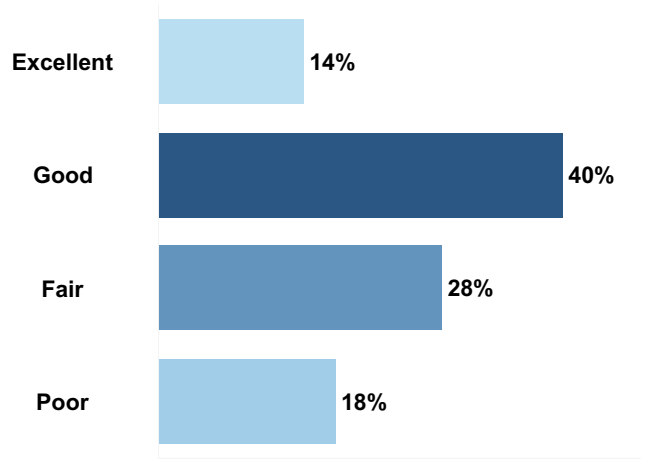
8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Redlands government, 2025



Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[9]
Public information services	59%	61%	56%	55%	64% ↗	Similar
Overall customer service by Redlands employees	76%	70%	74%	80%	83%	Similar

Please rate the following categories of Redlands government performance.
(% excellent or good)

	2021	2022	2023	2024	2025	
The value of services for the taxes paid to Redlands	48%	41%	49%	56%	58%	Similar
The overall direction that Redlands is taking	50%	49%	45%	47%	58% ↗	Similar
The job Redlands government does at welcoming resident involvement	49%	33%	42%	45%	52%	Similar
Overall confidence in Redlands government	40%	36%	43%	39%	54% ↗	Similar
Generally acting in the best interest of the community	45%	38%	41%	45%	51%	Similar
Being honest	49%	35%	42%	46%	53%	Similar
Being open and transparent to the public	42%	36%	40%	38%	52% ↗	Similar
Informing residents about issues facing the community	48%	40%	43%	34%	45% ↗	Similar

Treating all residents fairly	47% 45% 46% 44% 55% ↗	Similar
Treating residents with respect	56% 48% 56% 57% 63%	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

	2021 2022 2023 2024 2025	
Attended a local public meeting	20% 21% 18% 23% 22%	Similar
Contacted Redlands elected officials to express your opinion	19% 19% 13% 18% 18%	Similar
Contacted the City of Redlands for help or information	52% 50% 53% 60% 47% ↘	Similar
Watched a local public meeting	31% 33% 26% 31% 34%	Similar

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

	2021 2022 2023 2024 2025	
The City of Redlands	66% 65% 63% 58% 75% ↗	Similar
The Federal Government	39% 32% 31% 30% 31%	Similar

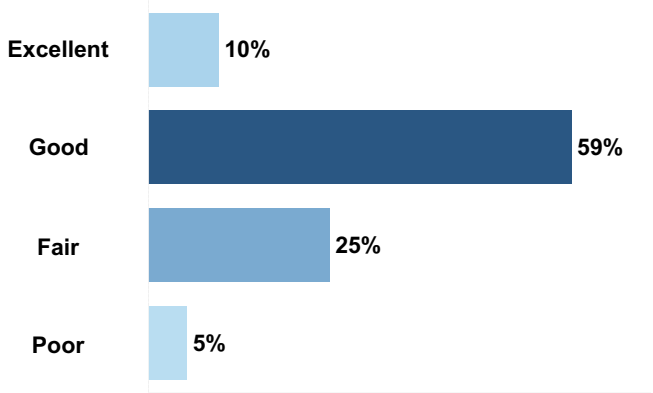
9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Redlands, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[10]
Overall economic health	64%	53%	68%	64%	69%	Similar

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

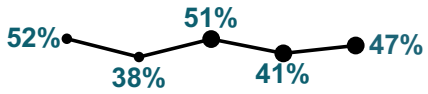
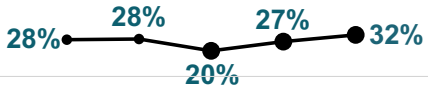
	2021	2022	2023	2024	2025	
Redlands as a place to work	70%	53%	72%	70%	78% ↗	Higher
Redlands as a place to visit	68%	65%	75%	80%	79%	Higher

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

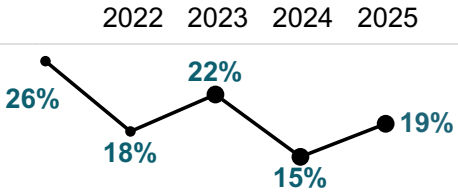
	2021	2022	2023	2024	2025	
Economic development	53%	51%	52%	51%	55%	Similar

Please rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Overall quality of business and service establishments	84%	70%	81%	85%	83%	Higher
Variety of business and service establishments	72%	61%	72%	70%	72%	Higher

Vibrancy of downtown/commercial area		Much higher
Employment opportunities		Similar
Shopping opportunities		Much higher
Cost of living		Similar

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:		Similar

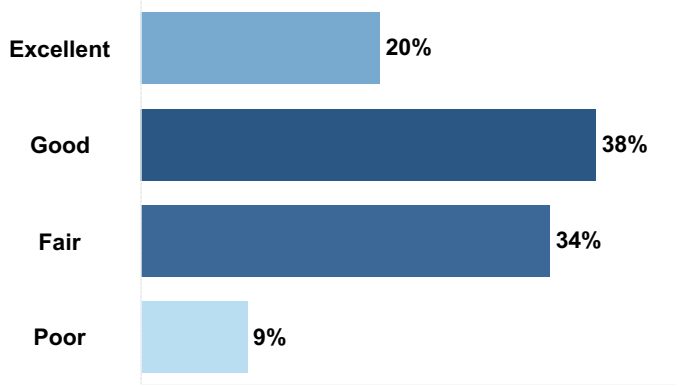
11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in Redlands, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2022	2023	2024	2025	vs. national benchmark[11]
Overall quality of the transportation system	48%	43%	54%	58%	57%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Traffic flow on major streets	47%	54%	52%	53%	59%	Similar
Ease of public parking	36%	41%	43%	54%	56%	Similar
Ease of travel by car	68%	70%	71%	78%	83%	Similar
Ease of travel by public transportation	27%	25%	32%	36%	50% ↗	Higher
Ease of travel by bicycle	71%	63%	64%	81%	78%	Much higher
Ease of walking	69%	59%	68%	78%	75%	Higher

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

	2021	2022	2023	2024	2025	
Used public transportation instead of driving	13%	17%	24%	29%	23%	Similar
Carpooled with other adults or children instead of driving alone	50%	48%	60%	61%	56%	Similar
Walked or biked instead of driving	61%	61%	65%	58%	63%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
Traffic enforcement	53%	48%	52%	52%	49%	Similar
Traffic signal timing	49%	49%	51%	55%	53%	Similar
Street repair	41%	45%	52%	51%	55%	Similar
Street cleaning	61%	54%	64%	64%	72% ↗	Similar
Street lighting	60%	55%	60%	58%	62%	Similar
Sidewalk maintenance	40%	45%	46%	50%	53%	Similar
Bus or transit services	36%	42%	46%	51%	53%	Higher

11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
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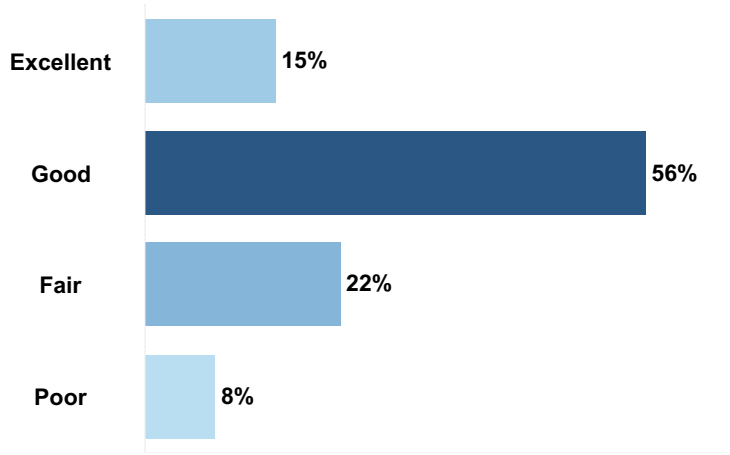
Polco

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of Redlands's residential and commercial areas, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[12]
Overall design or layout of residential and commercial areas	59%	58%	60%	71%	70%	Similar

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
Your neighborhood as a place to live	88%	67%	81%	87%	85%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Well-planned residential growth	45%	31%	41%	45%	47%	Similar
Well-planned commercial growth	41%	34%	39%	41%	47%	Similar
Well-designed neighborhoods	59%	44%	54%	61%	59%	Similar
Preservation of the historical or cultural character of the community	81%	61%	76%	81%	87%	Much higher

Public places where people want to spend time	70% 54% 69% 72% 69%	Higher
Variety of housing options	38% 34% 36% 37% 48% ↗	Similar
Availability of affordable quality housing	17% 19% 17% 23%	Similar
Overall quality of new development	42% 44% 50% 53% 47%	Similar
Overall appearance	77% 61% 77% 79% 78%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
Land use, planning and zoning	34%	40%	39%	37%	46% ↗	Similar
Code enforcement	33%	32%	30%	39%	41%	Similar

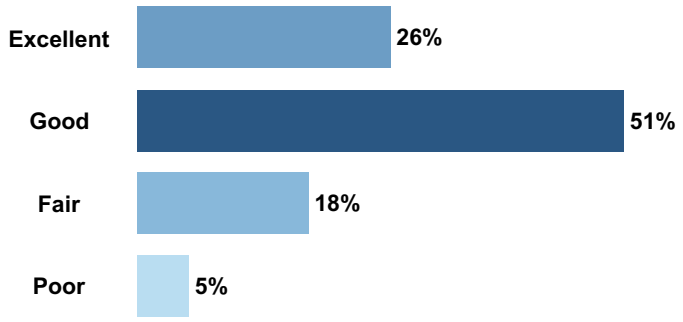
12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Redlands, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[13]
Overall quality of the utility infrastructure	62%	64%	66%	61%	77% ↗	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
Affordable high-speed internet access	46%	43%	51%	52%	63% ↗	Similar
Garbage collection	81%	84%	77%	80%	81%	Similar
Drinking water	63%	60%	62%	60%	76% ↗	Similar
Sewer services	80%	81%	78%	79%	83%	Similar
Storm water management	66%	66%	67%	73%	79%	Similar
Power (electric and/or gas) utility	68%	65%	69%	60%	76% ↗	Similar
Utility billing	57%	60%	54%	50%	64% ↗	Similar

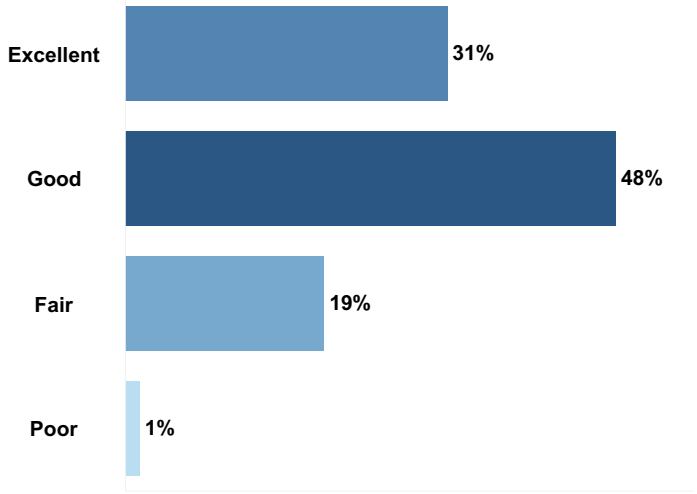
13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in Redlands, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[14]
Overall feeling of safety	65%	43%	67%	74%	79%	Similar

Please rate how safe or unsafe you feel:
(% very or somewhat safe)

	2021	2022	2023	2024	2025	
In your neighborhood during the day	91%	85%	93%	91%	98%	Similar
In Redlands's downtown/commercial area during the day	86%	69%	82%	85%	90%	Similar
From property crime	63%	45%	62%	69%	68%	Similar
From violent crime	77%	57%	72%	78%	88% ↗	Similar
From fire, flood, or other natural disaster	78%	62%	76%	77%	69%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
Police services	74%	63%	67%	72%	76%	Similar
Crime prevention	62%	40%	58%	61%	67%	Similar
Animal control	62%	59%	59%	76%	68%	Similar
Ambulance or emergency medical services	82%	77%	77%	91%	81% ↘	Similar
Fire services	91%	87%	87%	94%	87%	Similar
Fire prevention and education	73%	62%	72%	78%	76%	Similar
Emergency preparedness	58%	53%	53%	43%	57% ↗	Similar

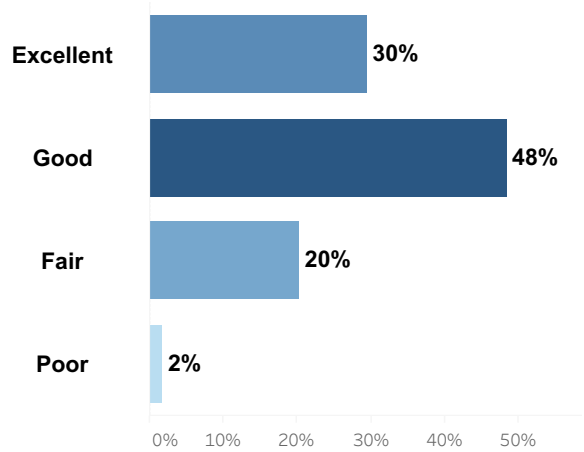
14. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in Redlands, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[15]
Overall quality of natural environment	62%	72%	72%	76%	78%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Cleanliness	67%	50%	64%	67%	72%	Similar
Water resources					34%	Much lower
Air quality	40%	40%	43%	41%	41%	Much lower

Please rate the quality of each of the following services in Redlands.(% excellent or good)

	2021	2022	2023	2024	2025	
Preservation of natural areas	49%	57%	55%	61%	59%	Similar
Redlands open space	50%	54%	51%	62%	52% ↘	Similar
Recycling	47%	56%	61%	69%	71%	Similar
Yard waste pick-up	78%	73%	72%	81%	65% ↘	Similar

15. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

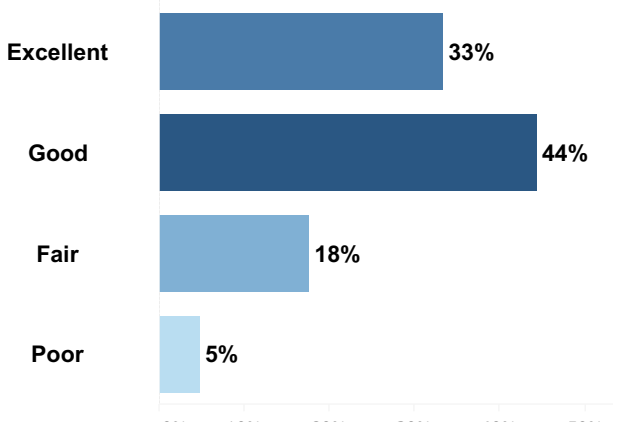
Polco

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

Overall quality of parks and recreation opportunities, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[16]
Overall quality of parks and recreation opportunities	58%	65%	68%	74%	78%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Availability of paths and walking trails	63%	72%	61%	77%	70%	Similar
Fitness opportunities	68%	70%	70%	77%	81%	Similar
Recreational opportunities	60%	70%	64%	64%	69%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
City parks	65%	58%	70%	74%	75%	Similar
Recreation programs or classes	66%	59%	67%	72%	71%	Similar
Recreation centers or facilities	64%	54%	68%	71%	71%	Similar

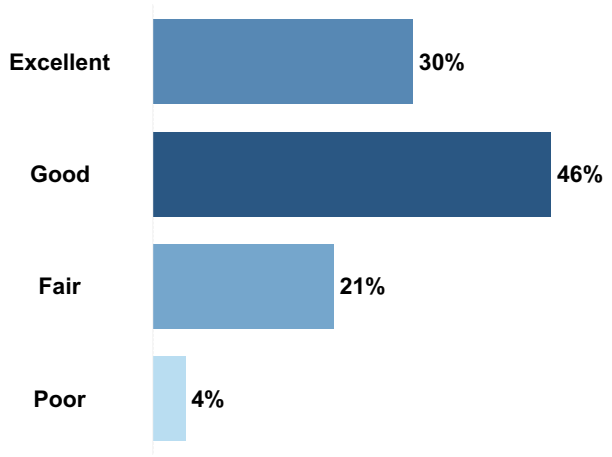
16. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in Redlands, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[17]
Overall health and wellness opportunities	69%	57%	68%	74%	75%	Similar

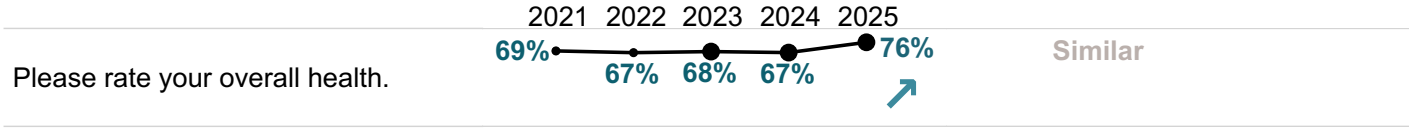
Please also rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Availability of affordable quality food	68%	57%	55%	55%	59%	Similar
Availability of affordable quality health care	60%	47%	55%	57%	60%	Similar
Availability of preventive health services	61%	52%	50%	49%	63% ↗	Similar
Availability of affordable quality mental health care	46%	31%	40%	44%	57% ↗	Higher

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
Health services	70%	53%	62%	71%	72%	Similar

Please rate your overall health.
(% excellent or very good)



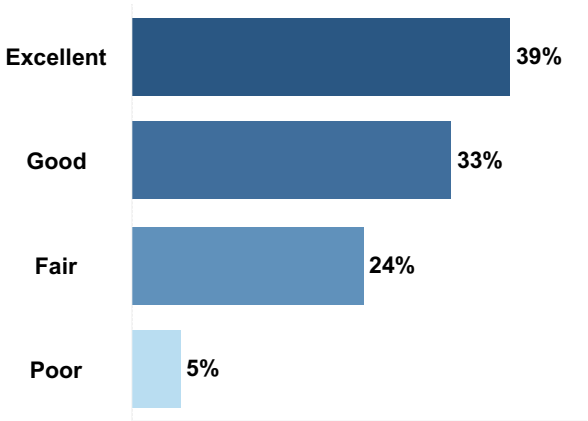
17. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts, 2025



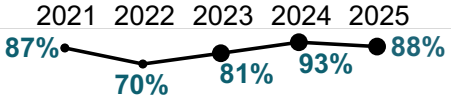
Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[18]
Overall opportunities for education, culture, and the arts	70%	58%	72%	74%	71%	Higher

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Opportunities to attend cultural/arts/music activities	71%	62%	75%	78%	83%	Much higher
Community support for the arts	76%	59%	77%	79%	81%	Higher
Availability of affordable quality childcare/preschool	50%	36%	47%	48%	44%	Similar
K-12 education	75%	68%	69%	73%	69%	Similar
Adult educational opportunities	66%	46%	58%	57%	69% ↗	Higher
Opportunities to attend special events and festivals	71%	61%	73%	79%	74%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)



Public library services		Similar

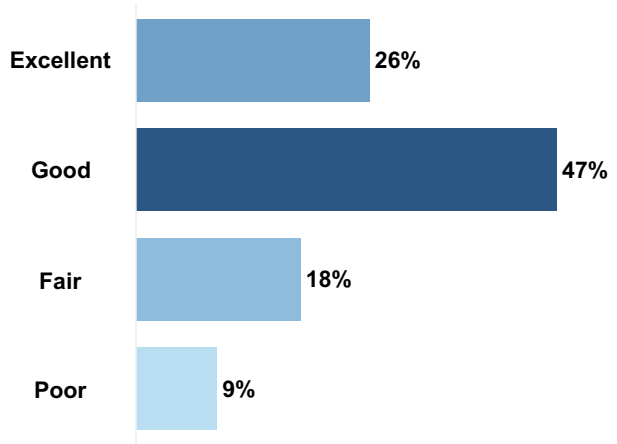
18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Residents' connection and engagement with their community, 2025



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2021	2022	2023	2024	2025	vs. national benchmark[19]
Residents' connection and engagement with their community	58%	50%	63%	70%	73%	Higher

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2021	2022	2023	2024	2025	
Redlands as a place to raise children	83%	69%	88%	88%	92%	Similar
Redlands as a place to retire	62%	55%	71%	67%	74%	Similar
Sense of community	61%	53%	70%	74%	77%	Higher

Please rate the job you feel the Redlands community does at each of the following.
(% excellent or good)

	2021	2022	2023	2024	2025	
Making all residents feel welcome	60%	58%	68%	66%	69%	Similar
Attracting people from diverse backgrounds	51%	53%	58%	54%	63% ↗	Similar
Valuing/respecting residents from diverse backgrounds	52%	52%	61%	58%	65%	Similar
Taking care of vulnerable residents	44%	42%	49%	45%	55% ↗	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2021	2022	2023	2024	2025	
Sense of civic/community pride	64%	55%	69%	74%	79%	Higher
Neighborliness of residents	61%	51%	59%	68%	66%	Similar
Opportunities to participate in social events and activities	69%	60%	71%	71%	77%	Similar
Opportunities to volunteer	68%	66%	74%	75%	77%	Similar
Opportunities to participate in community matters	63%	55%	61%	62%	69%	Similar
Openness and acceptance of the community toward people of diverse backgrounds	47%	54%	51%	62%	59%	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

	2021	2022	2023	2024	2025	
Campaigned or advocated for a local issue, cause, or candidate	24%	22%	12%	16%	22%	Similar

19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

Include "don't know"
No

	Before today, had you heard about any work by the City of Redlands to help people experiencing homelessness in the last two years?	No	65%
		Yes	35%
	To what extent do you think the City's efforts to support people experiencing homelessness have been successful?	Very successful	7%
		Somewhat successful	47%
		Somewhat unsuccessful	14%
		Very unsuccessful	17%
		Don't Know	15%
Please rate how important, if at all, you think it is for the City of Redlands to implement each of the following to help address homelessness.	Providing emergency shelter	Essential	41%
		Very important	33%
		Somewhat important	24%
		Not at all important	1%
	Providing transitional housing, which is available for a limited period, and offers structure, supervision, addiction and mental health support, life skills, and in some cases, education and training	Essential	37%
		Very important	36%
		Somewhat important	23%
		Not at all important	3%
	Creating affordable, permanent housing	Essential	43%
		Very important	31%
		Somewhat important	18%
		Not at all important	8%
	Enforcing "no camping" ordinances in public parks and rights of way	Essential	62%
		Very important	26%
		Somewhat important	8%
		Not at all important	4%
	Providing access to healthcare and substance abuse treatment	Essential	50%
		Very important	34%
		Somewhat important	15%
		Not at all important	1%
	Continuing to help fund organizations that provide services to people experiencing homelessness in the Redlands Community	Essential	43%
		Very important	27%

		Somewhat important	26%
		Not at all important	4%
If the City were to commit additional resources, please indicate how much of a priority, if at all, each of the following would be.	Diversity, equity, and inclusion	Major priority	36%
		Minor priority	38%
		Not a priority	26%
	Downtown parking	Major priority	38%
		Minor priority	41%
		Not a priority	21%
	Homelessness	Major priority	70%
		Minor priority	28%
		Not a priority	3%
	Public safety (police & fire)	Major priority	71%
		Minor priority	26%
		Not a priority	3%
	Quality of life (parks, recreation, library & cultural amenities)	Major priority	55%
		Minor priority	39%
		Not a priority	6%
	Sustainability and climate change	Major priority	36%
		Minor priority	46%
		Not a priority	18%
	Please indicate which one of the following should be the top priority for the City.	Diversity, equity, and inclusion	9%
		Downtown parking	3%
		Homelessness	36%
		Public safety (police & fire)	29%
		Quality of life (parks, recreation, library & cultural amenities)	19%
		Sustainability and climate change	4%

Please complete this survey if you are an adult (age 18 or older) in the household. Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Redlands.

	Excellent	Good	Fair	Poor	Don't know
Redlands as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Redlands as a place to raise children	1	2	3	4	5
Redlands as a place to work	1	2	3	4	5
Redlands as a place to visit	1	2	3	4	5
Redlands as a place to retire	1	2	3	4	5
The overall quality of life in Redlands	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Redlands as a whole.

	Excellent	Good	Fair	Poor	Don't know
Overall economic health of Redlands	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Redlands	1	2	3	4	5
Overall design or layout of Redlands's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Redlands (water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in Redlands	1	2	3	4	5
Overall quality of natural environment in Redlands	1	2	3	4	5
Overall quality of parks and recreation opportunities	1	2	3	4	5
Overall health and wellness opportunities in Redlands	1	2	3	4	5
Overall opportunities for education, culture, and the arts	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely	Don't know
Recommend living in Redlands to someone who asks	1	2	3	4	5
Remain in Redlands for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
In your neighborhood during the day	1	2	3	4	5	6
In Redlands's downtown/commercial area during the day	1	2	3	4	5	6
From property crime	1	2	3	4	5	6
From violent crime	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Redlands community does at each of the following.

	Excellent	Good	Fair	Poor	Don't know
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	1	2	3	4	5

6. Please rate each of the following in the Redlands community.

	Excellent	Good	Fair	Poor	Don't know
Overall quality of business and service establishments in Redlands	1	2	3	4	5
Variety of business and service establishments in Redlands	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Redlands	1	2	3	4	5
Overall image or reputation of Redlands	1	2	3	4	5

7. Please also rate each of the following in the Redlands community.

	Excellent	Good	Fair	Poor	Don't know
Traffic flow on major streets	1	2	3	4	5
Ease of public parking	1	2	3	4	5
Ease of travel by car in Redlands	1	2	3	4	5
Ease of travel by public transportation in Redlands	1	2	3	4	5
Ease of travel by bicycle in Redlands	1	2	3	4	5
Ease of walking in Redlands	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Redlands	1	2	3	4	5
Overall appearance of Redlands	1	2	3	4	5
Cleanliness of Redlands	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Availability of affordable quality childcare/preschool	1	2	3	4	5
K-12 education	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Neighborliness of residents in Redlands	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	No	Yes
Contacted the City of Redlands (in-person, phone, email, or web) for help or information	1	2
Contacted Redlands elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like City Council or County Supervisors, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting	1	2
Volunteered your time to some group/activity in Redlands	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, or other public transportation instead of driving	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving	1	2

9. Please rate the quality of each of the following services in Redlands.

	Excellent	Good	Fair	Poor	Don't know
Public information services	1	2	3	4	5
Economic development	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Redlands open space	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Redlands employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Redlands government performance.

	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to Redlands	1	2	3	4	5
The overall direction that Redlands is taking	1	2	3	4	5
The job Redlands government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Redlands government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest	1	2	3	4	5
Being open and transparent to the public	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	Excellent	Good	Fair	Poor	Don't know
The City of Redlands	1	2	3	4	5
The Federal Government	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Overall economic health of Redlands	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Redlands	1	2	3	4
Overall design or layout of Redlands's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Redlands (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Redlands	1	2	3	4
Overall quality of natural environment in Redlands	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Redlands	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Before today, had you heard about any work by the City of Redlands to help people experiencing homelessness in the last two years?

❍ No → skip to 15
❍ Yes → continue to 14

14. To what extent do you think the City's efforts to support people experiencing homelessness have been successful?

❍ Very successful
❍ Somewhat successful
❍ Somewhat unsuccessful
❍ Very unsuccessful
❍ Don't know

15. Please rate how important, if at all, you think it is for the City of Redlands to implement each of the following to help address homelessness.

	Essential	Very important	Somewhat important	Not at all important	Don't know
Providing emergency shelter	1	2	3	4	5
Providing transitional housing, which is available for a limited period, and offers structure, supervision, addiction and mental health support, life skills, and in some cases, education and training	1	2	3	4	5
Creating affordable, permanent housing	1	2	3	4	5
Enforcing "no camping" ordinances in public parks and rights of way	1	2	3	4	5
Providing access to healthcare and substance abuse treatment	1	2	3	4	5
Continuing to help fund organizations that provide services to people experiencing homelessness in the Redlands Community	1	2	3	4	5

16. First, if the City were to commit additional resources, please indicate how much of a priority, if at all, each of the following would be. Then, please indicate which ONE of the following should be the top priority for the City.

	Major priority	Minor priority	Not a priority	Don't know	Top priority
Diversity, equity, and inclusion	1	2	3	4	❍
Downtown parking	1	2	3	4	❍
Homelessness	1	2	3	4	❍
Public safety (police & fire)	1	2	3	4	❍
Quality of life (parks, recreation, library & cultural amenities)	1	2	3	4	❍
Sustainability and climate change	1	2	3	4	❍

Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, X (formerly Twitter), Nextdoor, etc.	1	2	3	4	5	6
Use or check email	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

D4. How many years have you lived in Redlands?

❍ Less than 2 years
❍ 2-5 years
❍ 6-10 years
❍ 11-20 years
❍ More than 20 years

D5. Which best describes the building you live in?

❍ Single-family detached home
❍ Townhouse or duplex (may share walls but no units above or below you)
❍ Condominium or apartment (have units above or below you)
❍ Mobile home
❍ Other

D6. Do you rent or own your home?

❍ Rent
❍ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

❍ Less than $300
❍ $300 to $599
❍ $600 to $999
❍ $1,000 to $1,499
❍ $1,500 to $2,499
❍ $2,500 to $3,999
❍ $4,000 to $6,999
❍ $7,000 to $9,999
❍ $10,000 or more

D8. Do any children 17 or under live in your household?

❍ No ❍ Yes

D9. Are you or any other members of your household aged 65 or older?

❍ No ❍ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

❍ Less than $25,000
❍ $25,000 to $49,999
❍ $50,000 to $74,999
❍ $75,000 to $99,999
❍ $100,000 to $149,999
❍ $150,000 to $199,999
❍ $200,000 to $299,999
❍ $300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

❍ No ❍ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

❑ American Indian or Alaskan Native
❑ Asian
❑ Black or African American
❑ Native Hawaiian or Other Pacific Islander
❑ White
❑ A race not listed

D13. In which category is your age?

❍ 18-24 years
❍ 25-34 years
❍ 35-44 years
❍ 45-54 years
❍ 55-64 years
❍ 65-74 years
❍ 75 years or older

D14. What is your gender?

❍ Woman
❍ Man
❍ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

❍ Agender/I don't identify with any gender
❍ Genderqueer/gender fluid
❍ Non-binary
❍ Transgender man
❍ Transgender woman
❍ Two-spirit
❍ Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 14050, Houston, TX 77221-9904

City Council Meeting **J. 2.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the formation of, and appointments to, an Ad Hoc Committee of the City Council to review all applications for the Planning Commission and to interview Planning Commission candidates (Mayor Saucedo)

MOTION:

If the City Council concurs with Mayor Saucedo's recommendation, the following motions are provided.

1. I move to approve the formation of an Ad Hoc Committee of the City Council to review all applications for the Planning Commission and to interview Planning Commission candidates.

2. I further move to appoint _____ and _____ to the Ad Hoc Committee.

RECOMMENDATION:

It is recommended by Mayor Saucedo that the City Council form an Ad Hoc Committee of the City Council to review all applications for the Planning Commission and to interview Planning Commission candidates, and appoint two Council members to the committee.

DISCUSSION:

In accordance with Resolution No. 8674, the Mayor shall appoint an ad-hoc subcommittee at a regularly scheduled City Council meeting, and said committee shall consist of two (2) Council members, with approval of a majority of Council members present. The ad-hoc subcommittee shall review all complete applications that are received prior to the published date and time deadline for a commission vacancy. Applicants may not submit additional information after the filing deadline, nor may members of the ad-hoc

subcommittee or City staff request additional information or materials after the filing deadline. Furthermore, the ad-hoc subcommittee shall report its findings and recommendations to the City Council in a regular public City Council meeting. Consensus by the ad- hoc subcommittee is not required for consideration of an applicant by the full City Council.

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:
Mayor Saucedo

City Council Meeting **K. 1.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Ordinance No. 2993- Ordinance Text Amendment No. 370 to update the development standards and design regulations contained in Redlands Municipal Code Chapter 18.156, Article VII, pertaining to the construction of accessory dwelling units. This proposal qualifies for exemption from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines.
(Development Services Director Desatnik)
(Mayor to declare meeting open as a public hearing)

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 for comments/questions/testimony from members of the public
   (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. 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 introduce Ordinance No. 2993."

RECOMMENDATION:

The Planning Commission reviewed the draft ordinance in a public hearing held on October 14, 2025, and unanimously recommended that the City Council approve the proposed ordinance. The Commission discussed various aspects of the development standards, and recommended maintaining the current maximum allowable size of 1,200 square feet for an accessory dwelling unit in the city's Zoning Regulations.

BACKGROUND:

The adoption of an ordinance updating the City's zoning regulation to align with current State law will implement Program No. 1.6-3 of the City's certified 2021-2029 Housing Element. The revised regulations are intended to help facilitate more Accessory Dwelling Unit ("ADU") production by making the permitting process easier, faster, and more affordable for developers or homeowners who wish to build an ADU.

In recent years, the State Legislature has adopted numerous bills updating the land use regulations pertaining to the construction of new housing, and particularly affordable housing, in an effort to make it easier for developers to construct new housing units. State regulations pertaining to the construction of Accessory Dwelling Units (ADUs) have been updated to facilitate and expedite the construction of more housing. For example, Assembly Bill (AB) 68, AB 587, AB 671, AB 881, and Senate Bill (SB) 13 further incentivize the development of ADUs through streamlined permits, reduced setback requirements, increased allowable square footage, reduced parking requirements, and reduced fees. State law is now very explicit about certain development standards such as structure height, required yard areas and setbacks, parking requirements, and various other development standards. State law supersedes local ordinances, therefore, when a city's ordinance is not consistent with State law, then State law simply supersedes the local municipal codes and developers may invoke current State law. The California Department of Housing & Community Development (HCD) has been actively monitoring local agencies and have sent letters encouraging those agencies to update their municipal codes accordingly.

State law is also very clear about the wording of any architectural design

standards. State law does not permit vague terms such as “guidelines” or subjective methods of analysis and judgment. Terminology such as "be compatible with," "neighborhood character," or "materials matching or similar to" are no longer accepted by HCD. State law now requires the architectural design standards to be “objective standards,” defined as,

> “Standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the applicant or proponent and the public official prior to submittal.” (Gov. Code § 66313, subdivision (i))

Furthermore, ADUs must be reviewed and approved (or denied) ministerially, without discretionary review or a public hearing (Gov. Code § 66317(a)). Development standards must be objective to allow for ministerial review (Gov. Code § 66314(b)(1)). Appeals of a ministerial permit may only be filed by the applicant or property owner (in the case of a denial), and not by the general public or any neighbors (in the case of an approval).

The Planning Division maintains a webpage to summarize current State requirements and development standards, including the *ADU Handbook* published by the Department of Housing & Community Development (HCD), available at: ‘https://www.cityofredlands.org/post/accessory-dwelling-units-adu’.

SUMMARY:

Staff has prepared a draft ordinance that will update Redlands Municipal Code Chapter 18.156, Article VII (Second Residential Dwelling Units), which is a part of the City’s Zoning Regulations. The overarching goal of the ordinance is to align the City’s zoning code with current State ADU law, while also incorporating local municipal requirements that are permissible under State law.

Accessory units must now be allowed in all residential zoning districts that permit single-family and multifamily dwellings, as well as mixed use districts that permit residential uses. This also includes similar districts within Specific Plans that permit residential uses and mixed uses. Government Code section 66319 states that ADUs “shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.”

Similarly, recent updates to State law include Gov. Code § 66318 that states, “(a) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the

limitations of this article.
(b) An accessory dwelling unit ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth."

A legislative draft of the ordinance is attached that highlights proposed changes. Updated sections and topics include:

1. Numbers of ADUs per lot: State law currently addresses the number(s) of ADUs that may be allowable per residential lot, based on the type of zoning (e.g., single-family lots and multifamily lots). These may include one detached ADU, one attached ADU, and one Junior ADU. Those provisions are incorporated by reference, and it is not necessary to reiterate in the ordinance.

2. Maximum floor area (Detached ADU): No change is proposed to the current maximum size of 1,200 square feet for a detached ADU (which aligns with current state law). The conversion of an existing accessory structure, such as a detached garage to an ADU, is not subject to unit size requirements (Gov. Code § 66323(a)(1)). Also, in the case of an existing garage proposed to be converted to an ADU, State law does not allow local agencies to require replacement parking for the structure being converted.

The California Department of Housing & Community Development has previously disallowed local ordinances that have attempted to limit ADU size based on parcel size. State law also overrules other local development standards that could limit the construction of ADUs, such as those pertaining to Lot Coverage, Floor-Area Ratio, building separation requirements (that exceed the Building Code's standards), on-site landscaping or open space requirements, and any other local zoning standard that has the effect of precluding the development of an ADU.

3. Maximum floor area (Attached ADU): For an attached ADU, meaning created within the primary dwelling unit, the maximum will be 50% of the existing primary unit's living area or 1,200 square feet, whichever is smaller. Junior ADU are limited to 500 square feet per State law and must be created within the existing walls of the primary unit. The ordinance will allow a de minimus addition of up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only, such as a staircase or landing (consistent with State law).

4. Development Standards: The proposed ordinance includes a table that clearly summarizes the development standards (height, floor area, and setbacks) for easy reference. Where State law provides for any exceptions or alternative standards (such as Gov. Code § 66323 units), State law is incorporated by reference.

5. High Fire Hazard Areas: The State will not allow local jurisdictions to prohibit the construction of new ADUs in high fire hazard severity zones. New

development in a High Fire Hazard area must comply with the new State codes including the 2025 Wildland-Urban Interface Code, which includes construction materials and design (e.g., requires Class A fire-resistant materials). The Fire Department's review will address issues such as adequate water supply, landscape fuel modification, and vegetation management.

6. Parking requirements: The proposed ordinance aligns with current State law regarding the on-site parking requirements, or waivers and exemptions from the parking requirements, depending on the criteria in State law. A detached ADU generally will require one (1) parking space, unless an exemption applies, and must be on a paved surface which may be a driveway. An attached ADU or Junior ADU does not require any additional parking spaces.

7. Architectural design standards: The proposed ordinance includes objective architectural design standards for exterior materials, roof style, roof pitch, door and window openings and trim, light fixtures, ornamentation, accessory equipment, etc. The design standards must be written in such a way to preclude subjective judgment that might be exercised by staff or a Commission. Objective standards must be "uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the applicant or proponent and the public official prior to submittal."

Note that the architectural design standards would also be applicable in the City's historic districts and locally designated historic properties. The Historic & Scenic Preservation Commission (HSPC) reviewed the draft ordinance on April 3, 2025, and June 5, 2025. The Commission's suggestions and clarifications have been incorporated in the final draft. Building permits for an ADU must be processed and approved ministerially (without discretionary review), and therefore, the City cannot require a Certificate of Appropriateness or any review by the HSPC as that would involve a discretionary decision.

While State law does allow for a local agency to impose standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources (Gov. Code § 66314(b)(1), there are very few properties in Redlands that are listed on the State's Register. In other words, that provision does not include properties that are listed only on a local historic register (which includes the eight local historic districts in Redlands plus several individually designated historic properties).

8. Rental requirements: State law currently requires a rental period of 30 days or longer, and the draft ordinance reiterates that provision of State law.

9. Substantive requirements for local ordinances: The additional requirements for the content of local ordinances adopted pursuant to Gov. Code Section 66314 is contained in the draft ordinance (including sections pertaining to changes of occupancy, utility connections, exemptions from fire sprinkler requirements, and demolition of a detached garage, among other provisions).

ENVIRONMENTAL REVIEW:

The proposed code amendment is exempt from environmental review in accordance with Section 15282 (Other Statutory Exemptions) of the California Environmental Quality Act Guidelines. Section 15282(h) states, “The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions" of State law is exempt from environmental review. The proposed ordinance meets the intent and purpose of that exemption. Accordingly, no further environmental review is necessary.

ALTERNATIVES:

1. City Council may suggest changes to the proposed draft ordinance;
2. City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:

The proposed ordinance will help implement Priority A (Quality of Life) contained in the Redlands Strategic Plan.

Strategic Objective 2 (Economic Vitality):

- Implement policies and programs to expand the City’s affordable housing opportunities.

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Attachments

Attachment A-1: Ordinance No. 2993 (Legislative)

Attachment A-2: Ordinance No. 2993 (Clean)

ORDINANCE NO. 2993

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, ARTICLE VII (SECOND RESIDENTIAL DWELLING UNITS), UPDATING DEVELOPMENT STANDARDS TO ALIGN WITH CURRENT STATE LAW.

WHEREAS, the City has initiated Ordinance Text Amendment No. 370 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 § 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 Allocation (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 California Government Code, the general plan must: (i) encourage the development of a variety of housing types for all income levels; and (ii) assist in the development of adequate housing to meet the needs of low and moderate-income households; 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, the City of Redlands is required to update Article VII of Chapter 18.156 of the Zoning Regulations to implement Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, California Government Code § 66318 states: (a) a local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of State law; and, (b) an accessory dwelling unit ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth; and

WHEREAS on or about October 3, 2025, notice of the Planning Commission's public hearing for this proposal was caused to be published in a newspaper of general circulation by the Secretary to the Planning Commission; and

WHEREAS, on October 14, 2025, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 370; and

WHEREAS, the Planning Commission has determined that the proposed Ordinance Text Amendment would be consistent with, and will implement, Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, the proposed Ordinance Text Amendment No. 370 is exempt from environmental review in accordance with Section 15282 of the California Environmental Quality Act Guidelines; and

WHEREAS, on October 14, 2025, the Planning Commission recommended to the City Council that proposed Ordinance Text Amendment No. 370 be approved; and

WHEREAS, in accordance with California Government Code § 65090, on or about November 7, 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. 2993 would be considered by City Council; and

WHEREAS, on November 18, 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. 2993.

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

SECTION 1. Environmental Determination. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15282 (Other Statutory Exemptions) of the CEQA Guidelines. Section 15282(h) states, "The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions" of State law is exempt from environmental review. Therefore, no further environmental review is necessary.

SECTION 2. Chapter 18.156 (Development Provisions for Specific Uses), Article VII entitled, "Second Residential Dwelling Units," is amended in its entirety to read as follows:

"Article VII. ~~Second Residential~~ Accessory Dwelling Units

18.156.430: PURPOSE:

The purpose of this article is to establish the procedure for permitting an accessory ~~second residential~~ dwelling unit on lots zoned for residential uses. If this chapter is silent regarding a development standard or other applicable provision, then State law pertaining to an ADU is incorporated herein by reference (California Government Code § 66310, *et seq*). If any provisions contained in this Article conflict with applicable State law, as amended, then State law shall prevail.

18.156.440: ~~SECOND~~ ACCESSORY DWELLING UNIT DEFINED:

A. "~~Second~~ Accessory dwelling unit (ADU)" means a detached or attached residential dwelling unit which provides complete, independent living facilities for one or more persons, inclusive of, but not limited to, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as a single-family dwelling or multifamily dwelling is situated or proposed for development. An accessory dwelling ~~second~~ unit also includes an efficiency unit as defined in California Health and Safety Code § 17958.1, and a manufactured home as defined in California Health and Safety Code § 18007.

An accessory dwelling unit does not exceed the allowable density for the lot upon which it is located, and an accessory dwelling unit is a residential use that is consistent with the existing general plan and zoning designation for the subject property.

18.156.450: APPROVAL REQUIRED:

A. Application for construction of an accessory dwelling ~~second~~ unit shall be made in the form of a site plan, floor plan, ~~and~~ building elevations (including labels, dimensions, materials and colors), building permit application form(s), and required Plan Check submittal items (roof plan, foundation plan, framing plan, structural calculations (where required), and Title 24 (California Energy Code, current edition) Energy Compliance Documents, and reviewed for completeness pursuant to the Permit Streamlining Act (California Government Code § 65940, *et seq*), and shall be granted by the city's Community Development Director provided the application meets the provisions of this article.

B. The City shall approve or deny an application ministerially, without discretionary review or a public hearing, within sixty (60) days from the date the City received a complete application.

1. If the application is denied within sixty (60) days of receiving a completed application, then the City shall (within the time period described in California Government Code § 66317(a)) return 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 by the applicant. The applicant may revise and resubmit application materials or project plans prior to any final ministerial decision to deny the project.

2. If a detached garage is proposed to be replaced with an ADU, the demolition permit shall be reviewed ministerially with the application for the ADU and issued at the same time. The applicant shall not be otherwise required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU, unless the property is located within an architecturally and historically significant historic district.

3. The provisions of this chapter shall not be implemented in conjunction with Chapter 18.06 (Fair Housing Reasonable Accommodations for Persons with Disabilities) of this title, or Chapter 18.156, Article XV (Single Room Occupancy Facilities) of this title. The provisions of this chapter shall not be implemented in conjunction with Chapter 17.12 (Urban Lot Splits into Two Residential Parcels) of Title 17 of the Redlands Municipal Code for projects involving an urban lot split pursuant to Senate Bill 9 (Chapter 162, Statutes of 2021).

4. Only the permit applicant or the property owner of the subject property may appeal the Director's final decision denying a building permit to the planning commission within ten (10) days of the Director's decision, in accordance with section 18.12.110 of this title, on forms provided by the city and upon payment of the fees established by resolution of the city council. 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 Chapter 18.12 of this title.

Prior to approval, ~~T~~ the application must demonstrate compliance with the following criteria:

C. ~~A.~~ The accessory dwelling ~~second~~ unit is located on property zoned for single-family or multi-family use, or a mixed-use zone that allows residential uses (or an equivalent district of a specific plan). The number(s) and type(s) of ADU allowed to be constructed per property shall comply with current State law.

D. ~~B.~~ The lot contains an existing single-family dwelling (or has a permit for a proposed single-family dwelling) or contains an existing multi-family dwelling (or has a permit for a proposed multi-family dwelling. The ADU is either attached to, or located within, the existing or proposed primary dwelling (including attached garages, storage areas or similar uses) or an accessory structure, or detached from the existing or proposed primary dwelling and located on the same lot as the primary dwelling (including detached garages).

E. ~~C.~~ The square footage for the accessory dwelling ~~second~~ unit does not exceed the following standards:

1. The total area of floor space for a detached accessory dwelling ~~second~~ unit shall not exceed one thousand two hundred (1,200) square feet. The minimum allowable size shall be not less than eight hundred (800) square feet.

2. The increased floor area for an attached accessory dwelling ~~second~~ unit shall not exceed fifty ~~thirty~~ percent (50% ~~30%~~) of the existing living area of the primary single-family dwelling unit, or one thousand two hundred (1,200) square feet, whichever is smaller. The minimum allowable size shall be not less than eight hundred (800) square feet due to the size of the primary dwelling. An attached ADU may add up to 150 square feet beyond the physical dimensions of the existing primary unit to provide for ingress/egress only.

3. The total living space for a Junior ADU shall not exceed five hundred (500) square feet and must be created within an existing single-family residence or attached garage. A Junior ADU may add up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only. A Junior ADU shall comply with sub-paragraph (I) of this section.

4. Nothing in this article prohibits or otherwise restricts the creation of an efficiency unit (California Government Code § 66313) or an ADU pursuant to subdivision (a) of California Government Code § 66323.

F. ~~D.~~ The accessory dwelling ~~second~~ unit is either attached to the existing dwelling ~~and located within the living area of that dwelling (which means the interior habitable area of a dwelling unit including basements and attics, but not including a garage or an accessory structure)~~ or is a detached unit located on the same lot as the existing dwelling, and the number of ADU(s) on the subject property complies with State law.

G. ~~E.~~ The ADU(s) ~~second unit is not intended for sale and~~ may be rented. Rental or lease terms shall not be less than thirty (30) days. Except as provided in State law (commencing with California Government Code § 66340), the accessory dwelling unit may be rented separate from the primary residence, but shall not be sold or otherwise conveyed separate from the primary residence.

H. ~~F.~~ Development Standards for ADUs.

1. The ADU ~~second unit~~ complies with city or applicable State requirements relating to height, setback, ~~lot coverage,~~ architectural review and maximum size of the unit.

a. Refer to Table 18.156.450(H) for a summary of standards applicable in zones that allow single-family residential uses and single-family districts of adopted Specific Plans.

b. Refer to current State law (California Government Code § 66323(a)(4)) for applicable developments standards within multifamily residential zones (R-2, R-2-2000, and R-3 zones of Redlands Municipal Code Title 18) and multifamily districts of adopted Specific Plans. Detached ADU(s) on multifamily lots do not have a floor area restriction.

Table 18.156.450(H): Development Standards for ADUs in Single-Family Residential Zones

Development Standard	**Detached ADU (new construction)**	**Detached ADU (conversion)**	**Attached ADU**	**Junior ADU**
Floor Area	Up to 1,200 sq. ft. *	Up to the existing structure size (limited to the same location and same dimensions of the original structure).	Not more than 50% of the living area of the existing primary dwelling unit * or 1,200 sq. ft., whichever is smaller.	Up to 500 sq. ft., (within the existing walls of the primary unit only).
Height of ADU	Up to 16 feet. ** Up to18 feet for a detached ADU on a lot that is within one-half of one mile walking distance of a major transit stop. **	Up to the existing structure height (limited to the same dimension of the original structure).	Up to 25 ft., or 2 stories.	Not to exceed the height of the existing primary dwelling unit.
Front yard	Same as for the primary unit *			

Street side yard	Same as for the primary unit *	
Interior side yard	See current State law (varies by type of ADU) *	
Rear yard	See current State law (varies by type of ADU) *	
Building Separation	Per applicable California Building Standards Code and/or California Residential Code	n/a

* For any exceptions, refer to current State law. A detached or attached ADU of eight hundred (800) square feet with four-foot side and rear yard setbacks must be allowed to be constructed if in compliance with all other local development standards (California Government Code §§ 66321(b)(3), 66323(a)).

** A maximum height of 18 feet is allowable for a detached ADU on a lot that is within one-half of one mile (or 2,640 ft.) walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Public Resources Code § 21155. An additional two feet in height (up to 20 feet) shall also be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit (California Government Code § 66321(b)(4)).

2. Local development standards such as yard setbacks, lot coverage, floor area, building separation, open space or landscaping requirements shall not limit or prevent the development of an ADU consisting of at least eight hundred (800) square feet with minimum four foot (4’0”) side and rear setbacks.

3. Utility Connections

a. For an attached ADU or Junior ADU (described in California Government Code § 66323(a)(1)), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the ADU and the utility or impose a related connection fee or capacity charge, unless the ADU was constructed with a new single-family dwelling, or upon separate conveyance of the ADU(s) pursuant to California Government Code § 66342.

b. For an ADU that is not described in California Government Code § 66323(a)(1), a local agency, special district, or water corporation may require a new or separate utility connection directly between the ADU and the utility. An applicant or developer may request a separate utility connection(s).

c. An attached ADU or Junior ADU may share utility connections with the primary dwelling unit.

d. Properties served by an Onsite Wastewater Treatment System shall comply with the Local Agency Management Plan (LAMP).

4. An ADU may be issued a separate street address for purposes of utility connections, mail delivery, and/or emergency services.

I. Junior Accessory Dwelling Unit

1. One Junior ADU shall be permitted per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

2. The Junior ADU shall be constructed within the walls of the existing or proposed single-family residence, which may include enclosed uses within the residence such as attached garages.

3. The Junior ADU shall include a separate entrance from the main entrance to the existing or proposed single-family residence, and may add up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only.

4. If a permitted Junior ADU does not include a separate bathroom, the permitted Junior ADU shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

5. The Junior ADU shall include an efficiency kitchen, which shall include all of the following: a cooking facility with appliances; and, a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

6. A Junior ADU shall not require additional parking as a condition to grant a permit.

7. Owner-occupancy shall not be required as a condition to grant a permit.

18.156.460: PROPERTY DEVELOPMENT STANDARDS:

A. The lot upon which the accessory dwelling ~~second~~ unit is proposed shall have been legally created. ~~conform to the minimum area and dimension standards of the zoning district in which the lot is located.~~ Applicants for an ADU shall not, as a condition for ministerial approval, be required to correct any nonconforming zoning conditions, building code violations, or unpermitted structures unless those conditions: present a threat to public health and safety; and, are affected by the construction of the ADU or Junior ADU (California Government Code §§ 66322(b), 66336).

B. Parking requirements for ADUs.

1. One parking space shall be provided on the same lot as ~~the~~ a new detached ADU, ~~second unit,~~ in addition to the required parking spaces serving the primary unit, unless exempt pursuant to this section or applicable State law. No parking space shall be required where the ADU is part of the existing or proposed primary dwelling unit or an existing accessory structure.

2. Tandem parking is permissible to satisfy the parking provided for an ADU, ~~requirement for the second unit,~~ which, if parking is required, shall be provided on a paved driveway.

3. Guest parking shall not be required for an ADU.

4. On-site parking shall not be required for any properties meeting the criteria of applicable State law that exempts such development projects (California Government Code § 66322(a)):

a. Where the ADU is located within one-half mile walking distance of a public transit stop;
b. Where the ADU is part of the existing or proposed primary residence or an accessory structure;
c. When there is a car share vehicle located within one block of the ADU;
d. When on-street parking permits are required but not offered to the occupant of the ADU;
e. Where the ADU is located within an architecturally and historically significant historic district; and,
f. When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other criteria listed above.

5. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, the local agency shall not require that those off-street parking spaces be replaced.

6. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions (this subparagraph shall not apply to an ADU that is described in California Government Code § 66322).

C. The ADU(s)~~second units~~ shall be provided with independent exterior access ~~a separate outside entrance not visible from the street~~, with adequate pedestrian access from a public street to the entrance.

D. All ADU(s)~~second units~~ shall comply with the standards of the current edition of the California Building Standards Code, Residential Code, Fire Code, and applicable engineering design standards of the City of Redlands or other regulatory agency for which the city exercises jurisdiction. ~~an efficiency dwelling unit as defined by the uniform building code.~~

E. ~~The~~ A detached ADU ~~second unit~~ shall be located to the rear of the primary unit, if feasible. A new detached ADU should be located on the property so that it is minimally visible from a public street (not including alleys), if feasible.

F. If Development Impact Fees (DIF) are applicable to an ADU development project, then all applicable fees shall be paid prior to building permit issuance.

G. New detached ADU(s) or attached ADU to an existing dwelling unit that was permitted and built to comply with ignition resistant construction, proposed to be located on a property that is identified as being within a High Fire Hazard Zone (defined as High Threat, Very High Threat, or Extreme Threat areas as identified in the General Plan or State maps) shall satisfy all the following criteria, and shall be shown on the project plans prior to approval of any building or engineering permits for the ADU. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

1. The proposed ADU complies with all applicable regulations of the California Fire Code.

2. The proposed ADU complies with all applicable regulations of the California Building Standards Code (including current edition of the Wildland-Urban Interface Code).

3. The subject property will comply with all applicable landscape design, materials, fuel modification, and vegetation management requirements of Redlands Municipal Code Chapter 15.30 (Wildland-Urban Interface Code) and/or applicable State law (including but not limited to Public Resource Code § 4291, 14 California Code of Regulations § 1299.03, California Fire Code § 505.1, and California Building Code Chapter 7A) for requirements pertaining to landscape fuel modification zones and vegetation management for properties in a high fire hazard severity zone. Such information shall be shown on a Site Plan (or the applicant may choose to submit a Landscape Plan) to demonstrate compliance prior to permit issuance.

4. If required by the applicable provisions of the California Fire Code or California Building Standards Code, that an adequate water supply is provided on-site, or the property is connected to a public water line to serve any fire sprinkler system.

H. Changes in occupancy. Local building code requirements shall apply to detached dwellings, except that the construction of an ADU shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the City's building official makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this paragraph shall be interpreted to prevent a local agency from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article or applicable State law.

I. The application for the proposed ADU and related improvements shall demonstrate compliance with the City's Local Agency Management Plan (LAMP) for Onsite Wastewater Treatment Systems, if applicable. If required, the applicant shall obtain approval by the local health officer where a private sewage disposal system is being used.

J. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling (California Government Code §

66314).

18.156.470: ARCHITECTURAL DESIGN STANDARDS:

A. Applicants may utilize one of the pre-approved ADU construction plans offered by the City (also referred to as pre-approved ADU Standard Plans) to submit to Plan Check for a building permit(s). The pre-approved ADU Standard Plans shall be presumed to be consistent with the objective design standards of this section. Applicants may also choose to prepare and submit custom designs, subject to the following provisions.

B. Architectural Design Elements.

1. For new ADU construction, all required or recommended exterior design features as listed below should be shown on the construction plans prior to permit issuance. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

a. Exterior Primary Material

i. For properties not located within a High Fire Hazard Area, exterior wall cladding material shall be wood, stucco, plaster, brick, stone, or a combination thereof.

ii. Reflective or metallic siding materials are prohibited.

iii. When feasible, the applicant shall identify the architectural style, design elements, and material(s) and color(s) of the primary dwelling unit, and the applicant may choose to implement the recommended design elements appropriate for the stated architectural style in accordance with Table 18.156.470(B)(1).

iv. For properties located within a High Fire Hazard Area, the proposed design shall use Class A rated exterior walls (e.g., brick, stone, fiber cement, stucco, aluminum treated with decorative finish, or an equivalent Class A material, or a combination thereof).

Table 18.156.470(B)(1): Objective Design Standards for Specific Architectural Styles

Architectural Style of Primary Dwelling Unit	Recommended Design Elements of Proposed ADU
Craftsman or Bungalow	Exterior siding: wood Roof style: gable Roof pitch: not less than 2:12 (9 degrees) and not more than 5:12 (23 degrees) Windows: double-hung, casement Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Mission or Mediterranean	Exterior siding: stucco Roof style: hip Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: rounded or arched openings Window & Door trim: stucco, not less than 1 inch in width, and not more than 3 inches in width.
American Foursquare or Classic Box	Exterior siding: wood Roof style: hip Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
American Colonial Revival	Exterior siding: wood, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 7:12 (30 degrees) Windows: multi-pane sash Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width (exception: may include shutters)

Spanish Colonial Revival	Exterior siding: stucco Roof style: hip or gable Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: arched or rounded openings Windows: single and paired multi-pane windows Window & Door trim: stucco, not less than 1 inch in width, and not more than 6 inches in width.
Victorian-era (Second Empire, Eastlake/Stick, or Queen Anne)	Materials: wood Roof style: gable or mansard Roof pitch: not less than 8:12 (33 degrees) and not more than 15:12 (51 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width.
Modern (1945 – 1975)	Exterior siding: wood, brick, stucco, or stone Roof style: gable, or flat Roof pitch: not less than 1:12 (5 degrees) and not more than 7:12 (31 degrees) Window & Door frames: metal or wood framing Window & Door trim: not less than 1 inch in width, and not more than 6 inches in width (exception: may include shutters)
Ranch	Exterior siding: wood, wainscot, brick, or stone Roof style: gable Roof pitch: not less than 3:12 (14 degrees) and not more than 8:12 (34 degrees) Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Other (not specified) or None of the above	Exterior siding: wood, stucco, plaster, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 10:12 (40 degrees)

	Window & Door trim or framing: not less than one-half (0.5) inch in width, and not more than 6 inches in width.

b. Historic Properties:

i. For new structures on a designated historic property, including properties within a local historic or scenic district, it is recommended that the exterior design is sufficiently differentiated from the historic building so that the ADU is clearly distinguishable from the historic structure. This may be achieved through use of simplified exterior materials and treatments (for example, omit ornamentation, or use of plain roof fascia rather than an eave cornice, or use of undivided window panes rather than divided windows, etc.).

ii. A new accessory dwelling unit should be located on the property so that it is minimally visible (if at all) from the public right-of-way, if feasible, so that the new ADU is subordinate to the primary historic dwelling on the property. The ADU should have a lower height that the primary historic dwelling as well as a simple exterior design, omit ornamentation, and avoid decorative details.

iii. Applicants may also refer to the City's adopted Historic Architectural Design Guidelines for guidance.

c. Roof Pitch and Design:

i. Roof style and construction shall be hipped or gable (the exception is for California Government Code § 66323 units which includes all converted units, all Junior ADUs, 800 square-foot new construction detached units with four-foot setbacks, and detached units with multifamily primary dwelling structures). The applicant may choose another style if the proposal complies with Table 18.156.470(B)(1) above.

ii. Roof pitch shall be not less than 3:12 and not more than 10:12, when feasible (the exception is for California Government Code § 66323 units which includes all converted units, all Junior ADUs, 800 square-foot new construction detached units with four-foot setbacks, and detached units with multifamily primary dwelling structures). The applicant may choose another style if the proposal

complies with Table 18.156.470(B)(1) above. It is recommended that roof pitch of the ADU should be equal to or less than (within 20% or 5 degrees, whichever is larger) the roof pitch of the primary unit, when feasible.

iii. Dormers, cupolas, turrets, towers, domes, or other projections (including chimneys) are prohibited.

iv. For properties located within a High Fire Hazard Area, the proposal uses Class A rated roofing materials and Class A rated siding materials (e.g., eaves, rooflines, fascia, rafter tails, shutters, etc.). Roof vents, gable vents, soffit vents, and other openings, if any, shall be ember resistant.

d. Ornamentation: The exterior design of the ADU shall not include unnecessary ornamentation and the following architectural details shall be prohibited, such as wrought iron features, arcades, porticos, balconets, brackets, columns, corbels, cornice, quoins, rafter tails, dormers, cupolas, finials, etc.

e. For new two-story ADUs or additions, the front and street-facing side elevations shall be articulated and recessed (e.g., vertically and horizontally offset) a minimum of five feet (5') from the first-story building façade, when feasible (the exception is for California Government Code § 66323 units which includes all converted units, all Junior ADUs, 800 square-foot new construction detached units with four-foot setbacks, and detached units with multifamily primary dwelling structures).

f. Exterior light fixtures shall be a design, or shall include shielding (for the length of the bulb or light source), to prevent light trespass onto adjacent properties. Glare shall be contained within the subject property, and the fixture design or shielding must prevent light trespass onto adjacent properties that exceeds one foot-candle as measured at the property line.

g. Ground-mounted ductless condensers and heat pumps shall be permitted at ground level. Heating and cooling air handlers or ductwork shall be installed within the building envelope. "Building envelope" is defined as the outer shell of a building that separates the interior from the exterior environment.

h. Visibility of HVAC Equipment: Window and roof-mounted HVAC equipment shall not be visible from a public street (not including alleys), when feasible.

i. A new exterior stairway to a second floor ADU shall not be visible from a public street (not including alleys), when feasible.

2. Required Design Elements for Conversion of an Existing Structure to an ADU.

a. Existing building elements may remain if in compliance with the applicable provisions of the California Building Standards Code, Residential Code, and Fire Code.

b. Installation or construction of new exterior design elements, features, or treatments shall conform to the requirements of subsection (B)(1) above, when feasible."

SECTION 3. General Plan Consistency. The City Council finds that the amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code described herein is 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 4. Severability. 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, and 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 5. 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 the Redlands Daily Facts, 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 18th day of November, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2993

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, ARTICLE VII (SECOND RESIDENTIAL DWELLING UNITS), UPDATING DEVELOPMENT STANDARDS TO ALIGN WITH CURRENT STATE LAW.

WHEREAS, the City has initiated Ordinance Text Amendment No. 370 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 § 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 Allocation (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 California Government Code, the general plan must: (i) encourage the development of a variety of housing types for all income levels; and (ii) assist in the development of adequate housing to meet the needs of low and moderate-income households; 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, the City of Redlands is required to update Article VII of Chapter 18.156 of the Zoning Regulations to implement Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, California Government Code § 66318 states: (a) a local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of State law; and, (b) an accessory dwelling unit ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth; and

WHEREAS on or about October 3, 2025, notice of the Planning Commission's public hearing for this proposal was caused to be published in a newspaper of general circulation by the Secretary to the Planning Commission; and

WHEREAS, on October 14, 2025, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 370; and

WHEREAS, the Planning Commission has determined that the proposed Ordinance Text Amendment would be consistent with, and will implement, Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, the proposed Ordinance Text Amendment No. 370 is exempt from environmental review in accordance with Section 15282 of the California Environmental Quality Act Guidelines; and

WHEREAS, on October 14, 2025, the Planning Commission recommended to the City Council that proposed Ordinance Text Amendment No. 370 be approved; and

WHEREAS, in accordance with California Government Code § 65090, on or about November 7, 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. 2993 would be considered by City Council; and

WHEREAS, on November 18, 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. 2993.

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

SECTION 1. Environmental Determination. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15282 (Other Statutory Exemptions) of the CEQA Guidelines. Section 15282(h) states, "The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions" of State law is exempt from environmental review. Therefore, no further environmental review is necessary.

SECTION 2. Chapter 18.156 (Development Provisions for Specific Uses), Article VII entitled, "Second Residential Dwelling Units," is amended in its entirety to read as follows:

"Article VII. Accessory Dwelling Units

18.156.430: PURPOSE:

The purpose of this article is to establish the procedure for permitting an accessory dwelling unit on lots zoned for residential uses. If this chapter is silent regarding a development standard or other applicable provision, then State law pertaining to an ADU is incorporated herein by reference (California Government Code § 66310, *et seq*). If any provisions contained in this Article conflict with applicable State law, as amended, then State law shall prevail.

18.156.440: ACCESSORY DWELLING UNIT DEFINED:

A. "Accessory dwelling unit (ADU)" means a detached or attached residential dwelling unit which provides complete, independent living facilities for one or more persons, inclusive of, but not limited to, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as a single-family dwelling or multifamily dwelling is situated or proposed for development. An accessory dwelling unit also includes an efficiency unit as defined in California Health and Safety Code § 17958.1, and a manufactured home as defined in California Health and Safety Code § 18007.

An accessory dwelling unit does not exceed the allowable density for the lot upon which it is located, and an accessory dwelling unit is a residential use that is consistent with the existing general plan and zoning designation for the subject property.

18.156.450: APPROVAL REQUIRED:

A. Application for construction of an accessory dwelling unit shall be made in the form of a site plan, floor plan, building elevations (including labels, dimensions, materials and colors), building permit application form(s), and required Plan Check submittal items (roof plan, foundation plan, framing plan, structural calculations (where required), and Title 24 (California Energy Code, current edition) Energy Compliance Documents, and reviewed for completeness pursuant to the Permit Streamlining Act (California Government Code § 65940, *et seq*), and shall be granted by the city's Community Development Director provided the application meets the provisions of this article.

B. The City shall approve or deny an application ministerially, without discretionary review or a public hearing, within sixty (60) days from the date the City received a complete application.

1. If the application is denied within sixty (60) days of receiving a completed application, then the City shall (within the time period described in California Government Code § 66317(a)) return 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 by the applicant. The applicant may revise and resubmit application materials or project plans prior to any final ministerial decision to deny the project.

2. If a detached garage is proposed to be replaced with an ADU, the demolition permit shall be reviewed ministerially with the application for the ADU and issued at the same time. The applicant shall not be otherwise required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU, unless the property is located within an architecturally and historically significant historic district.

3. The provisions of this chapter shall not be implemented in conjunction with Chapter 18.06 (Fair Housing Reasonable Accommodations for Persons with Disabilities) of this title, or Chapter 18.156, Article XV (Single Room Occupancy Facilities) of this title. The provisions of this chapter shall not be implemented in conjunction with Chapter 17.12 (Urban Lot Splits into Two Residential Parcels) of Title 17 of the Redlands Municipal Code for projects involving an urban lot split pursuant to Senate Bill 9 (Chapter 162, Statutes of 2021).

4. Only the permit applicant or the property owner of the subject property may appeal the Director’s final decision denying a building permit to the planning commission within ten (10) days of the Director’s decision, in accordance with section 18.12.110 of this title, on forms provided by the city and upon payment of the fees established by resolution of the city council. 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 Chapter 18.12 of this title.

Prior to approval, the application must demonstrate compliance with the following criteria:

C. The accessory dwelling unit is located on property zoned for single-family or multi-family use, or a mixed-use zone that allows residential uses (or an equivalent district of a specific plan). The number(s) and type(s) of ADU allowed to be constructed per property shall comply with current State law.

D. The lot contains an existing single-family dwelling (or has a permit for a proposed single-family dwelling) or contains an existing multi-family dwelling (or has a permit for a proposed multi-family dwelling. The ADU is either attached to, or located within, the existing or proposed primary dwelling (including attached garages, storage areas or similar uses) or an accessory structure, or detached from the existing or proposed primary dwelling and located on the same lot as the primary dwelling (including detached garages).

E. ~~C.~~ The square footage for the accessory dwelling unit does not exceed the following standards:

1. The total area of floor space for a detached accessory dwelling unit shall not exceed one thousand two hundred (1,200) square feet. The minimum allowable size shall be not less than eight hundred (800) square feet.

2. The increased floor area for an attached accessory dwelling unit shall not exceed fifty percent (50%) of the existing living area of the primary single-family dwelling unit, or one thousand two hundred (1,200) square feet, whichever is smaller. The minimum allowable size shall be not less than eight hundred (800) square feet due to the size of the primary dwelling. An attached ADU may add up to 150 square feet beyond the physical dimensions of the existing primary unit to provide for ingress/egress only.

3. The total living space for a Junior ADU shall not exceed five hundred (500) square feet and must be created within an existing single-family residence or attached garage. A Junior ADU may add up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only. A Junior ADU shall comply with sub-paragraph (I) of this section.

4. Nothing in this article prohibits or otherwise restricts the creation of an efficiency unit (California Government Code § 66313) or an ADU pursuant to subdivision (a) of California Government Code § 66323.

F. The accessory dwelling unit is either attached to the existing dwelling or is a detached unit located on the same lot as the existing dwelling, and the number of ADU(s) on the subject property complies with State law.

G. The ADU(s) may be rented. Rental or lease terms shall not be less than thirty (30) days. Except as provided in State law (commencing with California Government Code § 66340), the accessory dwelling unit may be rented separate from the primary residence but shall not be sold or otherwise conveyed separate from the primary residence.

H. Development Standards for ADUs.

1. The ADU complies with city or applicable State requirements relating to height, setback, architectural review and maximum size of the unit.

a. Refer to Table 18.156.450(H) for a summary of standards applicable in zones that allow single-family residential uses and single-family districts of adopted Specific Plans.

b. Refer to current State law (California Government Code § 66323(a)(4)) for applicable developments standards within multifamily residential zones (R-2, R-2-2000, and R-3 zones of Redlands Municipal Code Title 18) and multifamily districts of adopted Specific Plans. Detached ADU(s) on multifamily lots do not have a floor area restriction.

Table 18.156.450(H): Development Standards for ADUs in Single-Family Residential Zones

Development Standard	**Detached ADU (new construction)**	**Detached ADU (conversion)**	**Attached ADU**	**Junior ADU**
Floor Area	Up to 1,200 sq. ft. *	Up to the existing structure size (limited to the same location and same dimensions of the original structure).	Not more than 50% of the living area of the existing primary dwelling unit * or 1,200 sq. ft., whichever is smaller.	Up to 500 sq. ft., (within the existing walls of the primary unit only).
Height of ADU	Up to 16 feet. ** Up to18 feet for a detached ADU on a lot that is within one-half of one mile walking distance of a major transit stop. **	Up to the existing structure height (limited to the same dimension of the original structure).	Up to 25 ft., or 2 stories.	Not to exceed the height of the existing primary dwelling unit.
Front yard	Same as for the primary unit *			

Street side yard	Same as for the primary unit *	
Interior side yard	See current State law (varies by type of ADU) *	
Rear yard	See current State law (varies by type of ADU) *	
Building Separation	Per applicable California Building Standards Code and/or California Residential Code	n/a

* For any exceptions, refer to current State law. A detached or attached ADU of eight hundred (800) square feet with four-foot side and rear yard setbacks must be allowed to be constructed if in compliance with all other local development standards (California Government Code §§ 66321(b)(3), 66323(a)).

** A maximum height of 18 feet is allowable for a detached ADU on a lot that is within one-half of one mile (or 2,640 ft.) walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Public Resources Code § 21155. An additional two feet in height (up to 20 feet) shall also be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit (California Government Code § 66321(b)(4)).

2. Local development standards such as yard setbacks, lot coverage, floor area, building separation, open space or landscaping requirements shall not limit or prevent the development of an ADU consisting of at least eight hundred (800) square feet with minimum four foot (4’0”) side and rear setbacks.

3. Utility Connections

a. For an attached ADU or Junior ADU (described in California Government Code § 66323(a)(1)), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the ADU and the utility or impose a related connection fee or capacity charge, unless the ADU was constructed with a new single-family dwelling, or upon separate conveyance of the ADU(s) pursuant to California Government Code § 66342.

b. For an ADU that is not described in California Government Code § 66323(a)(1), a local agency, special district, or water corporation may require a new or separate utility connection directly between the ADU and the utility. An applicant or developer may request a separate utility connection(s).

c. An attached ADU or Junior ADU may share utility connections with the primary dwelling unit.

d. Properties served by an Onsite Wastewater Treatment System shall comply with the Local Agency Management Plan (LAMP).

4. An ADU may be issued a separate street address for purposes of utility connections, mail delivery, and/or emergency services.

I. Junior Accessory Dwelling Unit

1. One Junior ADU shall be permitted per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

2. The Junior ADU shall be constructed within the walls of the existing or proposed single-family residence, which may include enclosed uses within the residence such as attached garages.

3. The Junior ADU shall include a separate entrance from the main entrance to the existing or proposed single-family residence, and may add up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only.

4. If a permitted Junior ADU does not include a separate bathroom, the permitted Junior ADU shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

5. The Junior ADU shall include an efficiency kitchen, which shall include all of the following: a cooking facility with appliances; and, a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

6. A Junior ADU shall not require additional parking as a condition to grant a permit.

7. Owner-occupancy shall not be required as a condition to grant a permit.

18.156.460: PROPERTY DEVELOPMENT STANDARDS:

A. The lot upon which the accessory dwelling unit is proposed shall have been legally created. Applicants for an ADU shall not, as a condition for ministerial approval, be required to correct any nonconforming zoning conditions, building code violations, or unpermitted structures unless those conditions: present a threat to public health and safety; and, are affected by the construction of the ADU or Junior ADU (California Government Code §§ 66322(b), 66336).

B. Parking requirements for ADUs.

1. One parking space shall be provided on the same lot as a new detached ADU, in addition to the required parking spaces serving the primary unit, unless exempt pursuant to this section or applicable State law. No parking space shall be required where the ADU is part of the existing or proposed primary dwelling unit or an existing accessory structure.

2. Tandem parking is permissible to satisfy the parking provided for an ADU, which, if parking is required, shall be provided on a paved driveway.

3. Guest parking shall not be required for an ADU.

4. On-site parking shall not be required for any properties meeting the criteria of applicable State law that exempts such development projects (California Government Code § 66322(a)):

a. Where the ADU is located within one-half mile walking distance of a public transit stop;
b. Where the ADU is part of the existing or proposed primary residence or an accessory structure;
c. When there is a car share vehicle located within one block of the ADU;
d. When on-street parking permits are required but not offered to the occupant of the ADU;
e. Where the ADU is located within an architecturally and historically significant historic district; and,
f. When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other criteria listed above.

5. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, the local agency shall not require that those off-street parking spaces be replaced.

6. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions (this subparagraph shall not apply to an ADU that is described in California Government Code § 66322).

C. The ADU(s) shall be provided with independent exterior access, with adequate pedestrian access from a public street to the entrance.

D. All ADU(s) shall comply with the standards of the current edition of the California Building Standards Code, Residential Code, Fire Code, and applicable engineering design standards of the City of Redlands or other regulatory agency for which the city exercises jurisdiction.

E. A detached ADU shall be located to the rear of the primary unit, if feasible. A new detached ADU should be located on the property so that it is minimally visible from a public street (not including alleys), if feasible.

F. If Development Impact Fees (DIF) are applicable to an ADU development project, then all applicable fees shall be paid prior to building permit issuance.

G. New detached ADU(s) or attached ADU to an existing dwelling unit that was permitted and built to comply with ignition resistant construction, proposed to be located on a property that is identified as being within a High Fire Hazard Zone (defined as High Threat, Very High Threat, or Extreme Threat areas as identified in the General Plan or State maps) shall satisfy all the following criteria, and shall be shown on the project plans prior to approval of any building or

engineering permits for the ADU. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

1. The proposed ADU complies with all applicable regulations of the California Fire Code.

2. The proposed ADU complies with all applicable regulations of the California Building Standards Code (including current edition of the Wildland-Urban Interface Code).

3. The subject property will comply with all applicable landscape design, materials, fuel modification, and vegetation management requirements of Redlands Municipal Code Chapter 15.30 (Wildland-Urban Interface Code) and/or applicable State law (including but not limited to Public Resource Code § 4291, 14 California Code of Regulations § 1299.03, California Fire Code § 505.1, and California Building Code Chapter 7A) for requirements pertaining to landscape fuel modification zones and vegetation management for properties in a high fire hazard severity zone. Such information shall be shown on a Site Plan (or the applicant may choose to submit a Landscape Plan) to demonstrate compliance prior to permit issuance.

4. If required by the applicable provisions of the California Fire Code or California Building Standards Code, that an adequate water supply is provided on-site, or the property is connected to a public water line to serve any fire sprinkler system.

H. Changes in occupancy. Local building code requirements shall apply to detached dwellings, except that the construction of an ADU shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the City's building official makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this paragraph shall be interpreted to prevent a local agency from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article or applicable State law.

I. The application for the proposed ADU and related improvements shall demonstrate compliance with the City's Local Agency Management Plan (LAMP) for Onsite Wastewater Treatment Systems, if applicable. If required, the applicant shall obtain approval by the local health officer where a private sewage disposal system is being used.

J. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling (California Government Code § 66314).

18.156.470: ARCHITECTURAL DESIGN STANDARDS:

A. Applicants may utilize one of the pre-approved ADU construction plans offered by the City (also referred to as pre-approved ADU Standard Plans) to submit to Plan Check for a building permit(s). The pre-approved ADU Standard Plans shall be presumed to be consistent with the objective design standards of this section. Applicants may also choose to prepare and submit custom designs, subject to the following provisions.

B. Architectural Design Elements.

1. For new ADU construction, all required or recommended exterior design features as listed below should be shown on the construction plans prior to permit issuance. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

a. Exterior Primary Material

i. For properties not located within a High Fire Hazard Area, exterior wall cladding material shall be wood, stucco, plaster, brick, stone, or a combination thereof.

ii. Reflective or metallic siding materials are prohibited.

iii. When feasible, the applicant shall identify the architectural style, design elements, and material(s) and color(s) of the primary dwelling unit, and the applicant may choose to implement the recommended design elements appropriate for the stated architectural style in accordance with Table 18.156.470(B)(1).

iv. For properties located within a High Fire Hazard Area, the proposed design shall use Class A rated exterior walls (e.g., brick, stone, fiber cement, stucco, aluminum treated with decorative finish, or an equivalent Class A material, or a combination thereof).

Table 18.156.470(B)(1): Objective Design Standards for Specific Architectural Styles

Architectural Style of Primary Dwelling Unit	Recommended Design Elements of Proposed ADU
Craftsman or Bungalow	Exterior siding: wood Roof style: gable Roof pitch: not less than 2:12 (9 degrees) and not more than 5:12 (23 degrees) Windows: double-hung, casement Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Mission or Mediterranean	Exterior siding: stucco Roof style: hip Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: rounded or arched openings Window & Door trim: stucco, not less than 1 inch in width, and not more than 3 inches in width.
American Foursquare or Classic Box	Exterior siding: wood Roof style: hip Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
American Colonial Revival	Exterior siding: wood, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 7:12 (30 degrees) Windows: multi-pane sash Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width (exception: may include shutters)

Spanish Colonial Revival	Exterior siding: stucco Roof style: hip or gable Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: arched or rounded openings Windows: single and paired multi-pane windows Window & Door trim: stucco, not less than 1 inch in width, and not more than 6 inches in width.
Victorian-era (Second Empire, Eastlake/Stick, or Queen Anne)	Materials: wood Roof style: gable or mansard Roof pitch: not less than 8:12 (33 degrees) and not more than 15:12 (51 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width.
Modern (1945 – 1975)	Exterior siding: wood, brick, stucco, or stone Roof style: gable, or flat Roof pitch: not less than 1:12 (5 degrees) and not more than 7:12 (31 degrees) Window & Door frames: metal or wood framing Window & Door trim: not less than 1 inch in width, and not more than 6 inches in width (exception: may include shutters)
Ranch	Exterior siding: wood, wainscot, brick, or stone Roof style: gable Roof pitch: not less than 3:12 (14 degrees) and not more than 8:12 (34 degrees) Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Other (not specified) or None of the above	Exterior siding: wood, stucco, plaster, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 10:12 (40 degrees)

	Window & Door trim or framing: not less than one-half (0.5) inch in width, and not more than 6 inches in width.

b. Historic Properties:

i. For new structures on a designated historic property, including properties within a local historic or scenic district, it is recommended that the exterior design is sufficiently differentiated from the historic building so that the ADU is clearly distinguishable from the historic structure. This may be achieved through use of simplified exterior materials and treatments (for example, omit ornamentation, or use of plain roof fascia rather than an eave cornice, or use of undivided window panes rather than divided windows, etc.).

ii. A new accessory dwelling unit should be located on the property so that it is minimally visible (if at all) from the public right-of-way, if feasible, so that the new ADU is subordinate to the primary historic dwelling on the property. The ADU should have a lower height that the primary historic dwelling as well as a simple exterior design, omit ornamentation, and avoid decorative details.

iii. Applicants may also refer to the City's adopted Historic Architectural Design Guidelines for guidance.

c. Roof Pitch and Design:

i. Roof style and construction shall be hipped or gable (the exception is for California Government Code § 66323 units which includes all converted units, all Junior ADUs, 800 square-foot new construction detached units with four-foot setbacks, and detached units with multifamily primary dwelling structures). The applicant may choose another style if the proposal complies with Table 18.156.470(B)(1) above.

ii. Roof pitch shall be not less than 3:12 and not more than 10:12, when feasible (the exception is for California Government Code § 66323 units which includes all converted units, all Junior ADUs, 800 square-foot new construction detached units with four-foot setbacks, and detached units with multifamily primary dwelling structures). The applicant may choose another style if the proposal

complies with Table 18.156.470(B)(1) above. It is recommended that roof pitch of the ADU should be equal to or less than (within 20% or 5 degrees, whichever is larger) the roof pitch of the primary unit, when feasible.

iii. Dormers, cupolas, turrets, towers, domes, or other projections (including chimneys) are prohibited.

iv. For properties located within a High Fire Hazard Area, the proposal uses Class A rated roofing materials and Class A rated siding materials (e.g., eaves, rooflines, fascia, rafter tails, shutters, etc.). Roof vents, gable vents, soffit vents, and other openings, if any, shall be ember resistant.

d. Ornamentation: The exterior design of the ADU shall not include unnecessary ornamentation and the following architectural details shall be prohibited, such as wrought iron features, arcades, porticos, balconets, brackets, columns, corbels, cornice, quoins, rafter tails, dormers, cupolas, finials, etc.

e. For new two-story ADUs or additions, the front and street-facing side elevations shall be articulated and recessed (e.g., vertically and horizontally offset) a minimum of five feet (5') from the first-story building façade, when feasible (the exception is for California Government Code § 66323 units which includes all converted units, all Junior ADUs, 800 square-foot new construction detached units with four-foot setbacks, and detached units with multifamily primary dwelling structures).

f. Exterior light fixtures shall be a design, or shall include shielding (for the length of the bulb or light source), to prevent light trespass onto adjacent properties. Glare shall be contained within the subject property, and the fixture design or shielding must prevent light trespass onto adjacent properties that exceeds one foot-candle as measured at the property line.

g. Ground-mounted ductless condensers and heat pumps shall be permitted at ground level. Heating and cooling air handlers or ductwork shall be installed within the building envelope. "Building envelope" is defined as the outer shell of a building that separates the interior from the exterior environment.

h. Visibility of HVAC Equipment: Window and roof-mounted HVAC equipment shall not be visible from a public street (not including alleys), when feasible.

i. A new exterior stairway to a second floor ADU shall not be visible from a public street (not including alleys), when feasible.

2. Required Design Elements for Conversion of an Existing Structure to an ADU.

a. Existing building elements may remain if in compliance with the applicable provisions of the California Building Standards Code, Residential Code, and Fire Code.

b. Installation or construction of new exterior design elements, features, or treatments shall conform to the requirements of subsection (B)(1) above, when feasible."

SECTION 3. General Plan Consistency. The City Council finds that the amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code described herein is 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 4. Severability. 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, and 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 5. 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 the Redlands Daily Facts, 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 18th day of November, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **K. 2.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8731 for approval of the following land use entitlements for the development of two vacant parcels located at 516 Cajon Street (APNs: 0173-043-15-0000 and 0173-043-16-0000) in the Administrative & Professional Office (A-P) District, and determine that adoption of Resolution No. 8731 is not subject to environmental review pursuant to Sections 15315 and 15332 of the California Environmental Quality Act (Development Services Director Desatnik)
(Mayor to declare meeting open as a public hearing)

a. Tentative Tract Map No. 20792 – A request to merge two parcels for development purposes and create eight residential condominium airspace units plus one common lot.

b. Conditional Use Permit No. 1201 – A request to construct and operate a condominium development in accordance with Chapter 18.156, Article IV, of the Redlands Municipal Code.

c. Commission Review and Approval No. 972 – A request for site plan approval to construct four detached two-story residences (with two condominium dwelling units per building) for a total of eight condominiums and related site improvements, parking, landscape, lighting, recreational amenities, and utility connections.

d. Adoption of a Socio-Economic Cost/Benefit Study prepared for the proposed project as required by Measure "U."

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.

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

MOTION(S):

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

> "I move that the City Council adopt Resolution No. 8731 and approve the residential development located at 516 Cajon Street."

RECOMMENDATION:

On October 14, 2025, the Planning Commission reviewed the project and voted 6 - 0 to adopt Resolution No. 1725 recommending approval of the project.

BACKGROUND:

The project site consists of two parcels and is currently vacant. Two single-family dwellings previously existed on the site (one house on each lot). The homes appear on Sanborn maps between 1900 and 1908. City building permit records show that the homes at 516 and 522 Cajon Street were demolished in 1974 and 1975. City records show that the original homes were a version of the Craftsman architectural style.

The project site is within Historic District No. 3, the "Early Redlands Historic and Scenic District" (see Attachment A - Location Map). New development on vacant sites within any of the City's Historic and Scenic Preservation districts also require approval of a Certificate of Appropriateness (which is included in the Conditions of Approval for this project). Prior to scheduling the Planning Commission meeting, the proposed design was presented to the Historic and Scenic Preservation Commission for design review feedback, and the project architect significantly revised the design. The current design proposal (now a Craftsman architectural style) was reviewed by the Planning Commission and recommended for approval.

PROJECT DESCRIPTION:

The applicant proposes to construct four detached residential buildings, two stories high, with a total of eight (8) condominium dwelling units on a vacant 0.5-acre property. The total floor area is approximately 11,200 square-feet and features an enclosed tuck-under 2-car garage for each unit, four uncovered guest parking spaces, common and private open space areas, perimeter landscaping, and related site improvements. Each dwelling unit will provide three bedrooms plus individually designated private outdoor space. Vehicular access will be provided from the alley at the rear of the property (similar to the other residences on the block).

The required entitlements for the project include:

- Commission Review & Approval No. 972 for site plan and architectural design review;
- Tentative Tract Map No. 20792 for a condominium subdivision; and,
- Conditional Use Permit No. 1201 for a condominium project.

Note that the zoning code requires the City Council to approve a Conditional Use Permit for a condominium project in conjunction with the Tentative Tract Map for condominium purposes (RMC Section 18.156.300). Therefore, the City Council will be the decision-making body for the project.

ANALYSIS

A) General Plan Policies

The subject property is within the "Office (O)" land use designation (see Attachment B – General Plan Land Use Map), which permits residential uses consistent with the underlying zoning district (A-P zone and including R-3 residential uses). The intent of the Office land use designation is to encourage the concentration and high visibility of office uses and professional activities mixed in with residential uses.The project proposes a medium density attached residential development, which is consistent with the intent of the Office land use designation, as well as consistent with the surrounding residential developments.

In addition, the proposed use is consistent with the applicable policies and actions of the General Plan, including the following:

Policy 4-P.16: Promote a variety of housing types to serve the diverse needs of the community.

Policy 4-P.6: Provide for a balance among a variety of different land uses and their distribution among the city's neighborhoods.

Policy 4-P.9: Locate medium- and high-density development near regional

access routes, transit stations, employment centers, shopping areas, and public services.

Action 4-A.8: Promote the development of a greater variety of housing types, including single-family homes on small lots, accessory dwelling units, townhomes, lofts, live-work spaces, and senior and student housing to meet the needs of future demographics and changing family sizes.

Principle 4-P.3: Focus new development in infill areas in order to preserve open space, agriculture, and citrus groves, particularly around the edges of the city.

B) Zoning Standards

The Administrative & Professional Office (A-P) District allows for business and professional offices along with residential uses consistent with the Multiple Family Residential (R-3) District. Condominium dwellings are also conditionally permitted in the R-3 district. The project will comply with all applicable development standards for the A-P and R-3 zones, as summarized in Table 1.

Table 1: Summary of applicable development standards.

Development Standards	*Requirement*	*Proposal*	*Complies?*
Lot Coverage	60% (max.) of the total lot area	51%	Yes
Density	1,450 sq. ft. (max.) per unit	2,170 sq ft per unit	Yes
Building Height	4 stories max.	2 stories	Yes
Front Yard	20 ft. min.	22 ft.	Yes
Side Yard	7.5 ft. min. for two-story bldg.	7.5 ft. min. each side	Yes
Rear Yard (minimum)	20 ft. min.	26 ft	Yes
Common Open Space	1,100 sq. ft minimum for the entire site	1,292 sq. ft	Yes
Private Open Space	100 sq. ft. minimum per unit	100 sq. ft. or more per unit	Yes

C) Commission Review and Approval

Site Design: The site consists of two large parcels (approximately 136’ wide and 160’ deep) consistent with other residential lots along that segment of Cajon Street. Vehicular access to the site will be from the rear alleyway on the west side of the site (see Attachment C-1, Site Plan). The alleyway can be accessed

from both West Home Place and West Cypress Avenue. The overall site layout is four detached buildings, with each containing two attached condo units sharing a common wall. A new driveway from the alley will provide access to the garages and on-site parking. The dwelling unit front entrances are on the first floor and will face either Cajon Street, or across from the abutting attached unit, or face the common open spaces. The primary common open space area is placed at the rear of the property (southwest corner adjacent to the alley), and the remainder of the site has decorative landscape and hardscape throughout.

Architectural Design: The proposed two-story buildings will have the form, massing, and appearance as detached single-family residences. Each detached building is to contain only two units, which will limit the bulk and massing of each structure and achieves better compatibility with the surrounding residential homes along both sides of Cajon Street as well as behind the subject property along South 4th Street. The buildings will include materials, details, and features that are consistent with the Craftsman architectural style (see Attachments C-2 and C-3, Architectural Elevations). The buildings will be two stories high (or up to 26 feet) which is equal to or less than the nearby existing 2-1/2 story houses that were historically developed along Cajon Street. Each residence includes horizontal articulation or projections around the second floor, and each unit has approximately the same number of windows, doors, and a patio or balcony.

Outdoor Living Space: The applicable Multiple Family Residential (R-3) District standards require Common Open Space as well as Private Open Space. Overall, 2,800 square feet of outdoor living space is required. The project is providing 1,688 square feet of private space between all the units, and a common open space at 1,292 square feet. This combination results in a total of 2,980 square feet being provided to residents of the project.

The single Common Open Space area provides a total of 1,292 square feet (minimum of 1,000 sq. ft. required) and is designed as a recreational space located at the southwest rear corner of the lot. This area must also have a minimum dimension of 20 feet, which is provided. Amenities include playground equipment, barbecue pits, tables, and rubbish receptacles. Note that this area does not include the private patio area in front of the condominium unit that faces the west (rear) side of the lot.

Each dwelling unit must have Private Open Space. For ground floor units, the space must be a minimum size of 100 square-feet and with a minimum dimension of 8 feet. Each unit will be provided a patio or balcony that meets the design requirements (see Attachment C-2 with floor plans).

Site Landscape: The remainder of the site has other landscaping features such as planters and lawns. These spaces have a number of different trees, shrubs, perennials, and groundcover such as Brisbane Box, Crape Myrtle, Foxtail Agave, Texas Privet, Small Cape Rush, Little Rev Flax Lilly, and others. Within the front yard area, two 6” tall planter curbs sit against the majority the eastern

property line (facing Cajon Street), the landscape palette includes trees, shrubs, and groundcover.

Walls and Fencing: The project site will have perimeter concrete block wall approximately 5'0" high along the west (rear), north and south (side) property lines. Within the front yard area facing Cajon Street, a fence 3'0" high will be installed, and will include 6" high planters with trees, shrubs, and perennials. The low planter will be a physical barrier to help delineate the semi-private front yards from the public sidewalk. The rear vehicle access from the alleyway will be open, with no proposal for a gate.

Parking: A total of 20 parking spaces are required, and 20 will be provided. This consists of 16 garage spaces (a two-car garage per unit) plus four unenclosed guest spaces. This satisfies the number of parking spaces required in the R-3 district, which is two (2) spaces for every three-bedroom unit. In addition, one guest parking space for each two units (or 0.5 guest space per unit) is required for a minimum of four spaces, and four will be provided between the buildings.

Traffic: The proposed project is forecast to generate fewer than 50 vehicle trips during the A.M. and P.M. peak hours. The surrounding neighborhoods and corridor along Cajon Street have been otherwise fully developed for many decades. Therefore, the project will not significantly impact intersection level of service ("LOS") in the vicinity, and will not conflict with any Measure 'U' traffic requirements.

Inclusionary Housing Requirement: The project has fewer than ten (10) dwelling units, and therefore, is exempt from the City's inclusionary housing regulations (RMC 18.230.120(A)). The project is not required to provide any affordable units within the development nor pay an in-lieu fee.

D) Condominium Subdivision

The proposed Tentative Tract Map (Attachment D) will subdivide the existing two acres, totaling one-half (0.5) acre into 8 residential condominium units plus Lot No. 1 for the common areas. The A-P district requires a minimum lot size of 10,000 square-feet and the proposed Lot No. 1 is 21,760 square-feet, as well as exceeding the minimum lot dimensions requirements for the A-P zone (RMC Chapter 18.64). The common lot includes the on-site private parking, open space, pedestrian walkways, and landscaped buffer areas. The tentative map complies with the condominium development standards contained in RMC Chapter 18.156, Article IV (Condominiums and Condominium Conversions).

Access and Improvements: The proposed project will have vehicular access only from the alley at the rear of the property (accessible from Home Place and Cypress Avenue). The front of the property provides pedestrian access from Cajon Street. The standard Engineering conditions of approval (Attachment G) will require on-site improvements, perimeter improvements (along the Cajon

Street frontage as well as the alley), and payment of typical development impact fees. No dedications of additional street or alley right-of-way are necessary.

E) 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 in the code, and whether approval of the plan is in the best interest of the public health, safety, and general welfare. 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 proposed design meets all criteria and the Planning Commission has recommended approval, subject to additional Conditions of Approval specifying the use of only natural materials (such as wood and stone) and not faux stone, plastic, or other imitation materials on the exterior facades.

As mentioned in the Background section, the subject property is located within the Early Redlands Historic and Scenic District (Historic District No. 3). Therefore, the final design will require subsequent approval of a Certificate of Appropriateness (by the Historic & Scenic Preservation Commission) for consideration of the final architectural design and consistency with the City's Historic Architectural Design Guidelines. Condition of Approval No. 22 is included that will require the approval of a Certificate of Appropriateness prior to building permit issuance (although the HSPC has previously reviewed the proposed design and the applicant has made substantial revisions in response to prior feedback). Staff believes the proposal will be acceptable to the Commission.

F) Socio-Economic Cost/Benefit Study

Measure 'U' requires that a Socio-Economic Cost/Benefit Study be prepared for projects involving new structures larger than 5,000 square feet, and a Socio-Economic Cost/Benefit Study has been prepared (see Attachment F). According to the cost/benefit model used by the City, the proposed project will result in an annual revenue totaling $11,445 and annual costs totaling $5,909. Therefore, the annual net revenue expected from the project is anticipated to be approximately $5,537 and results in a positive cost/benefit ratio of +1.94.

ENVIRONMENTAL REVIEW:

In accordance with the provisions of the California Environmental Quality Act ("CEQA"), the project qualifies for a categorical exemption from environmental review pursuant to Sections 15315 (Minor Land Divisions) and 15332 (Infill Development Projects) of the CEQA Guidelines. Section 15332 pertains to infill development projects on sites that are less than five acres in size and consists of projects characterized as in-fill development meeting the following conditions:

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.
e) The site can be adequately served by all required utilities and public services. The proposed project meets all applicable criteria, will not have any potentially significant impacts on the environment, and is eligible for exemption from environmental review.

ALTERNATIVES:

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

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
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Nylsen Escajeda, Assistant Planner

Attachments

Attachment A: Location Map and Aerial Photograph
Attachment B-1: General Plan Land Use Map
Attachment B-2: Zoning Map
Attachment C-1: Site Plan
Attachment C-2: Architectural Elevations
Attachment C-3: Color Renderings
Attachment D: Tentative Tract Map No. 20792
Attachment E: Landscape Plan
Attachment F: Socio-Economic Cost Benefit Study
Attachment G: City Council Resolution No. 8731

City of Redlands

Attachment A - Location Map and Aerial Photograph

Author: Redlands GIS **Date:** 9/29/2025

City of Redlands

Attachment A - Location Map and Aerial Photograph

Author: Redlands GIS **Date:** 9/29/2025

City of Redlands

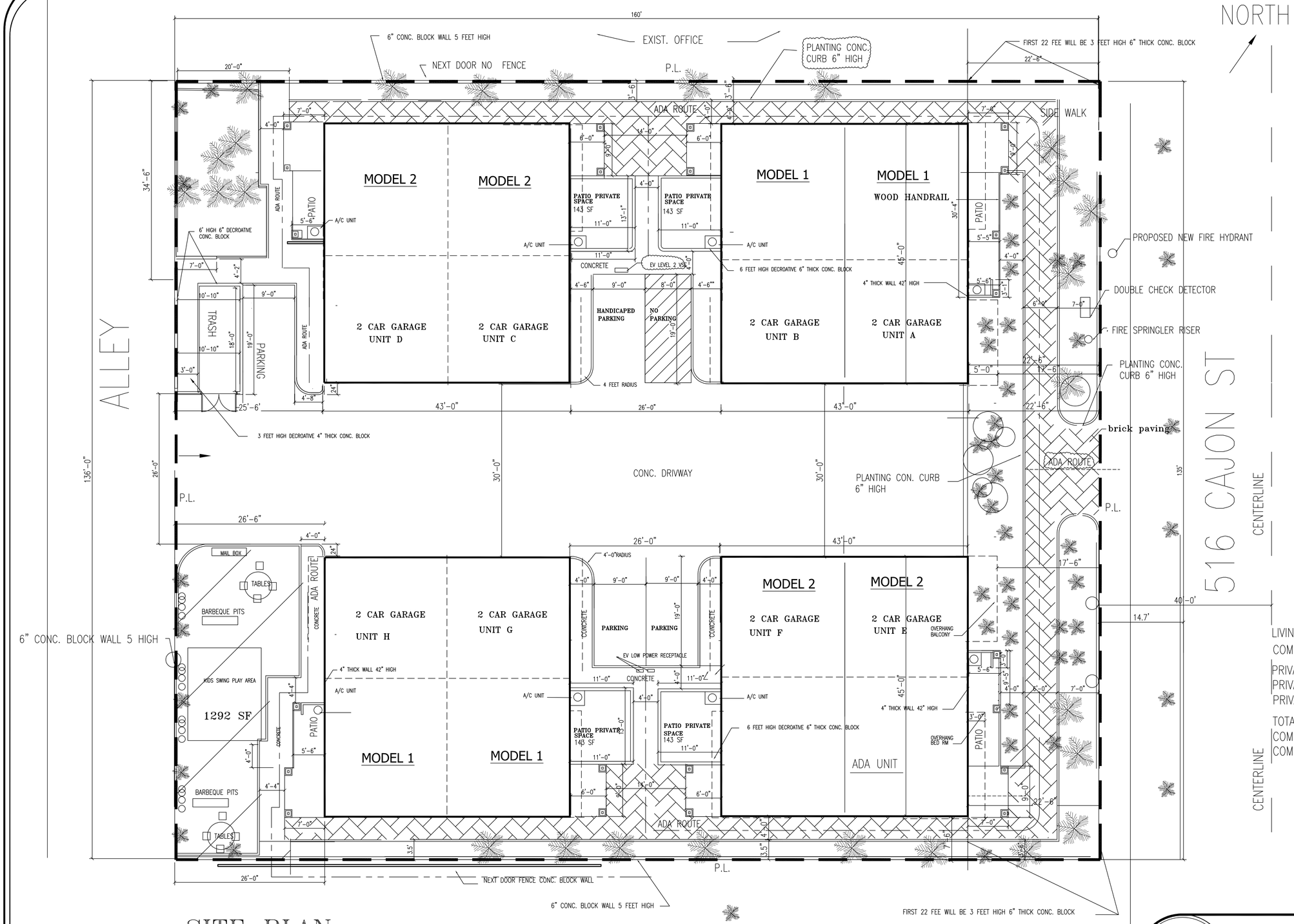
Attachment B: General Plan Land Use Map

Author: Redlands GIS **Date:** 9/29/2025

City of Redlands

Attachment C: Zoning Map

Author: Redlands GIS **Date:** 9/29/2025



SITE PLAN

SCALE
1/8"=1'-0"

LEGEND

- COMMON SPACE
- concrete
- BRICK PAVING

CURRENT CODE:

2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA GREEN CODE

CONSTRUCTION: TYPE V-B
FIRE SPRINKLERED, YES
OCCUPANCY GROUP R3/U

THE BUILDING WILL BE PROVIDED WITH AUTOMATIC FIRE SPRINKLER COMPLY WITH NFBA 13R STANDARD

From the present time until project construction phase, property owner is responsible to maintain compliance with Redlands Municipal Code Chapter 8.40 regarding Weed Abatement and Fuels Management. -Weeds and annual grasses shall be maintained at 4 inches of growth or less. -Tumbleweeds and similar uncultivated vegetation shall be removed

LOT ADDRESS:

516 CAJON ST REDLANDS
APN 0173-043-15&16
LOT AREA 21278 sf'

COMMON SPACE REQUIRED

LIVING AREA 8 UNITS X1400 SF=11200 SF
COMMON REQUIRED 11000/4=2750 SF

PRIVATE SPACE AT SECOND FLOOR PROVIDED 8X97=776 SF
PRIVATE SPACE AT SECOND FLOOR PROVIDED 4X98=392 SF
PRIVATE SPACE AT FIRST FLOOR PROVIDED 4X143=520 SF

TOTAL PRIVATE SPACES =1688 SF
COMMON SPACE REQUIRED 2750-1688=1062 SF
COMMON SPACE PROVIDED 1292 SF

COVERED AREA:

LIVING AREA SECOND FLOOR 4123X2=8246
PORCHES 190 SF
TOTAL 8436

LOT AREA 21680 SF
COVERAGE 38.9 %

NORTH

PARKING SPACES PROVIDED

8 - 2 CAR GARAGES
4- GUEST PARKING

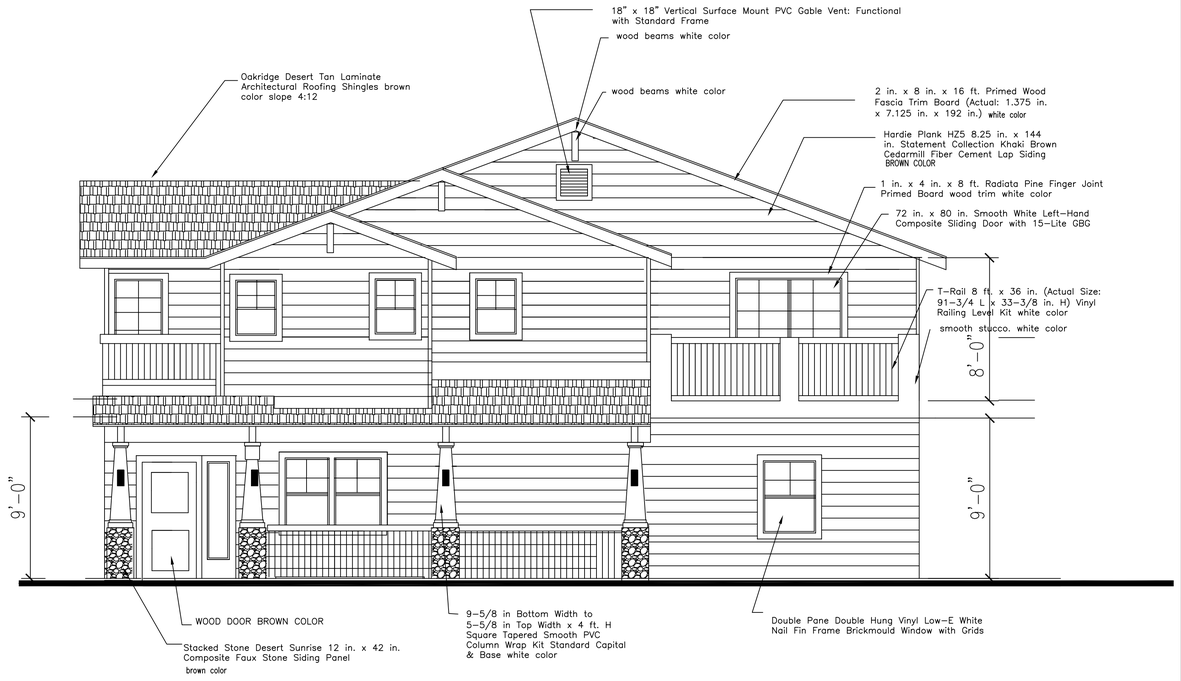
SITE PLAN

GB ARCHITECTS
ARCHITECTURE . PLANNING . ENGINEERING
400 N. MOUNTAIN AV. # 208
UPLAND, CA. 91786
(909) 949 - 6999 FAX (909) 949-2928

OWNER:
FAHIM
909-228-2921

PROJECT#
SCALE 1/8"=1'-0"
DATE: 6-11-24

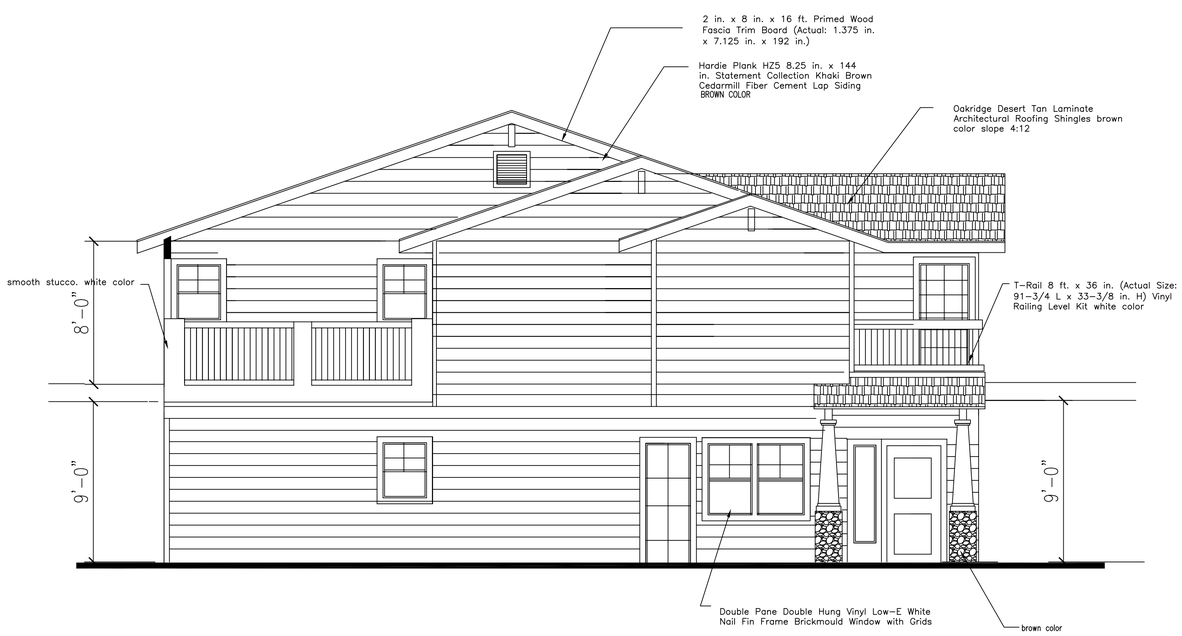
A-1



FRONT (STREET) ELEVATION

ALLEY ELEVATION IS SIMILAR

SCALE
1/4"=1'-0"



INTERIOR ELEVATION

SCALE
1/4"=1'-0"

ELEVATIONS

GB ARCHITECTS
ARCHITECTURE . PLANNING . ENGINEERING
400 N. MOUNTAIN AV. # 208
UPLAND, CA, 91786
(909) 949 - 6999 FAX (909) 949-2928

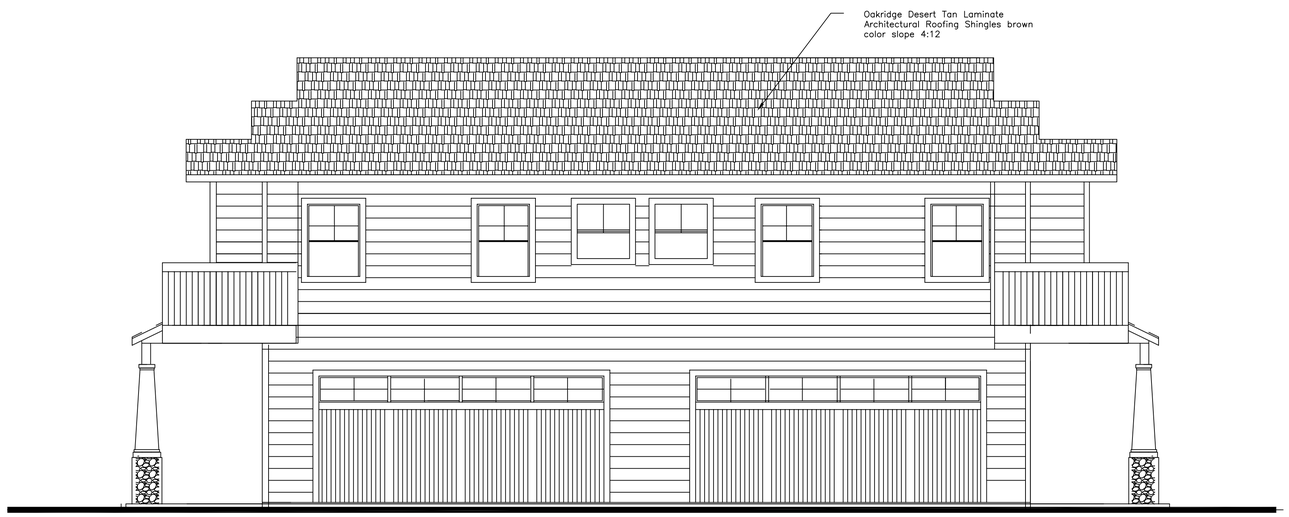
OWNER:	
FAHIM 909-228-2921	
PROJECT#	SCALE 1/4"=1'-0"
DATE: 6-11-24	

LICENSED ARCHITECT
GEORGE L. BRYANT
C-22961
REG. 01-31-26
STATE OF CALIFORNIA

A-3

SIDE ELEVATION

SCALE
1/4"=1'-0"



DRIVWAY ELEVATION

SCALE
1/4"=1'-0"

ELEVATIONS

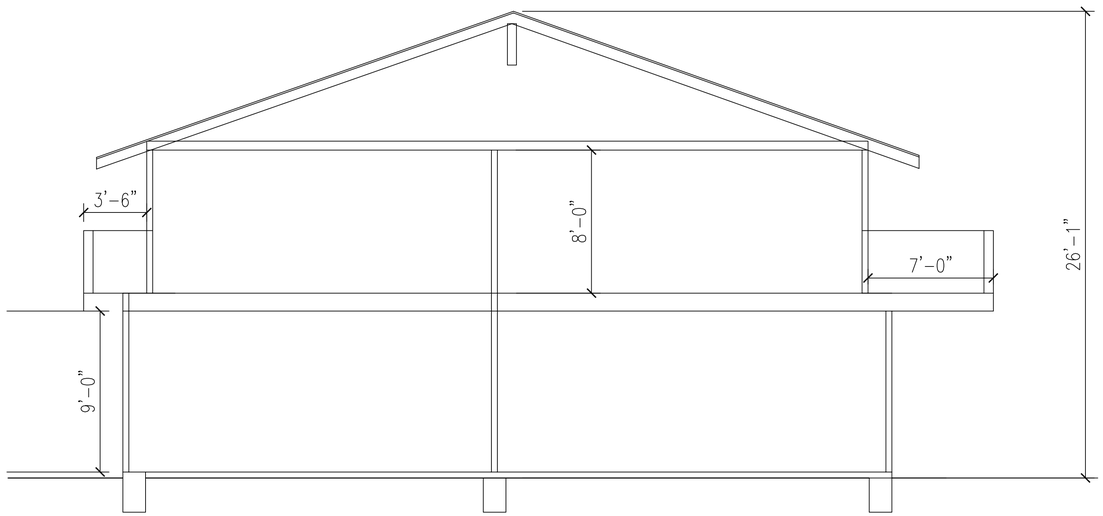
GB ARCHITECTS
ARCHITECTURE . PLANNING . ENGINEERING
400 N. MOUNTAIN AV. # 208
UPLAND, CA, 91786
(909) 949 – 6999 FAX (909) 949-2928

OWNER:
FAHIM
909-228-2921

LICENSED ARCHITECT
GEORGE L. ROTHERT
C-22961
STATE OF CALIFORNIA

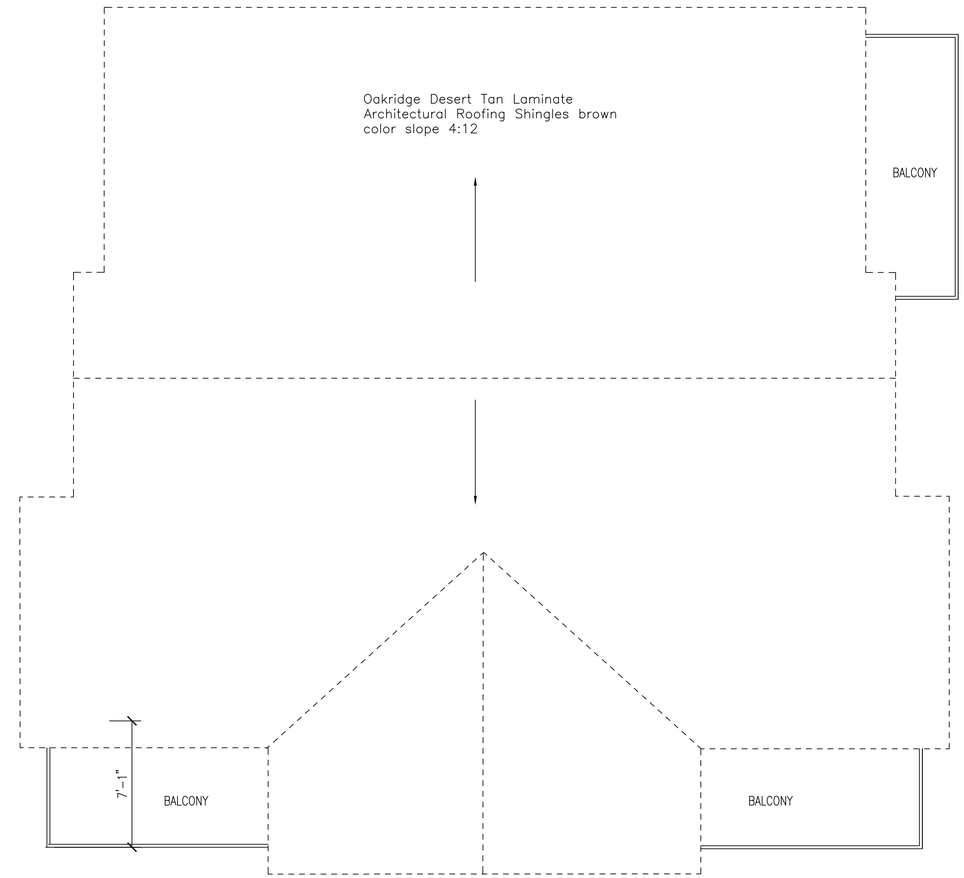
PROJECT#	SCALE 1/4"=1'-0"
DATE: 6-11-24	

A-4



SECTION A-A

SCALE
1/4"=1'-0"



ROOF PLAN

SCALE
1/4"=1'-0"

ROOF PLAN AND SECTION

GB ARCHITECTS
ARCHITECTURE . PLANNING . ENGINEERING
400 N. MOUNTAIN AV. # 208
UPLAND, CA, 91786
(909) 949 - 6999 FAX (909) 949-2928

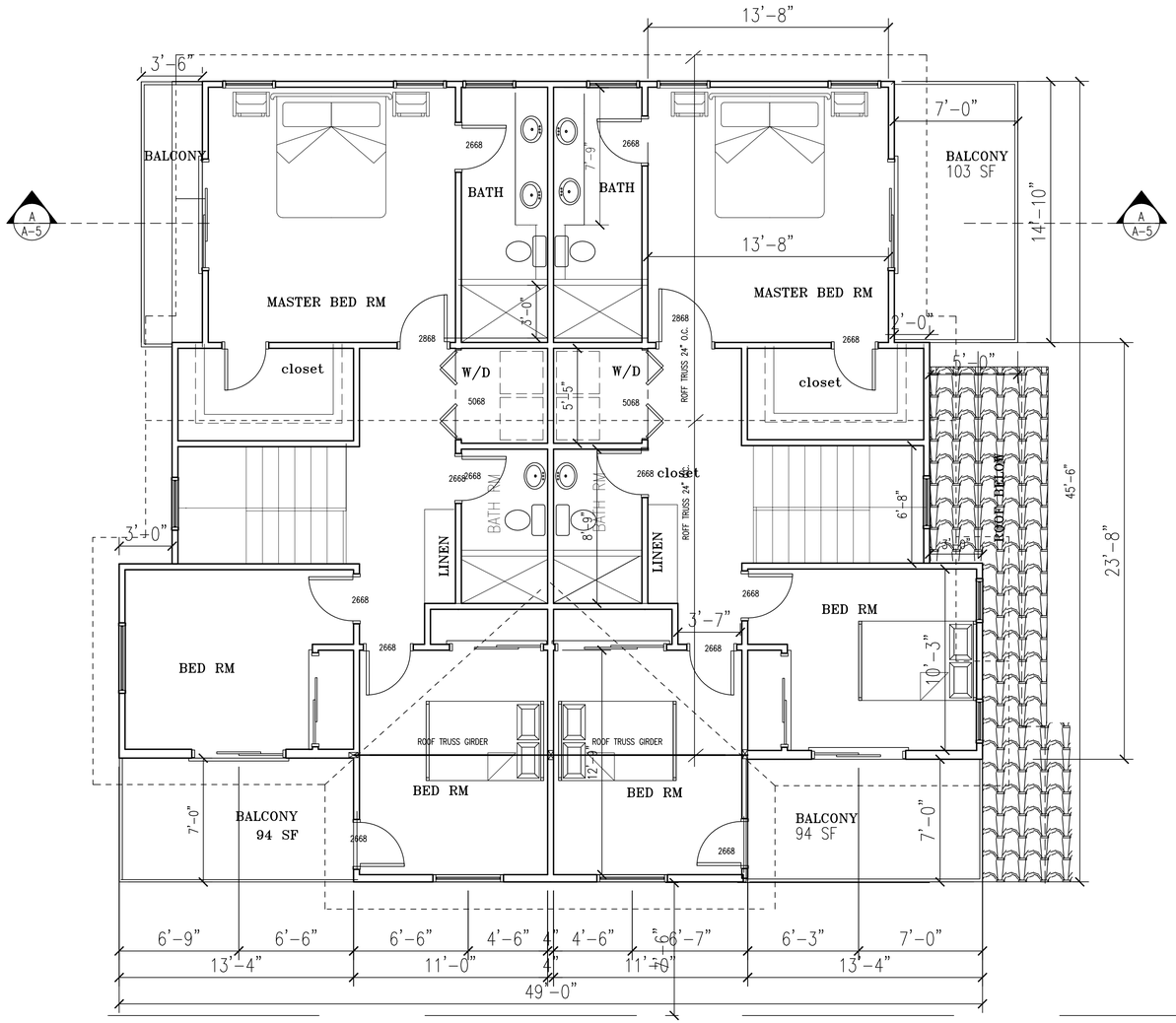
OWNER:
FAHIM
909-228-2921

PROJECT#

SCALE 1/4"=1'-0"

DATE: 6-11-24

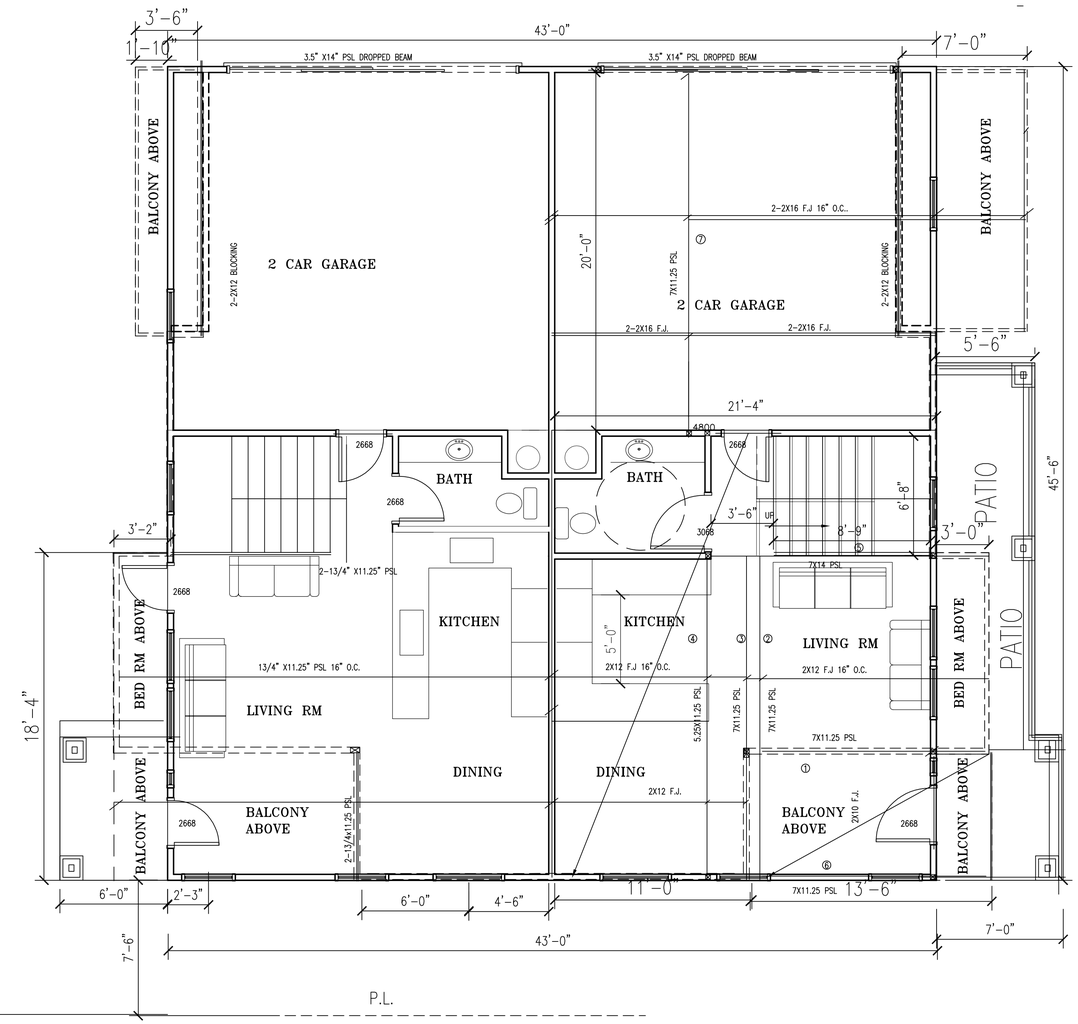
A-5



DUPLEX SECOND FLOOR PLAN

SCALE
1/4"=1'-0"

910 SF



DUPLEX FIRST FLOOR PLAN

SCALE
1/4"=1'-0"

550 sf

FIRST FLOOR PLAN

GB ARCHITECTS
ARCHITECTURE . PLANNING . ENGINEERING
400 N. MOUNTAIN AV. # 208
UPLAND, CA, 91786
(909) 949 - 6999 FAX (909) 949-2928

OWNER:
FAHIM
909-228-2921

PROJECT#

SCALE 1/4"=1'-0"

DATE: 11-7-24

A-2

LICENSED ARCHITECT GEORGE L. REYES C-22861 EXP. 01-31-25 STATE OF CALIFORNIA

Front façade (view from Cajon Street)

Front and north side façade (view from Cajon Street)

CITY OF REDLANDS, CALIFORNIA

TENTATIVE TRACT MAP NO. 20792

FOR RESIDENTIAL CONDOMINIUM PURPOSES

LOTS 7, 8 AND THE NORTHERLY 20 FEET OF LOT 6 OF PARK VILLA TRACT, AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 56 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

SITETECH, INC. JULY 2025

OWNER/APPLICANT:

FAHIM TANIOS
1518 CASCANTE COURT
REDLANDS, CA 92373
PH: (909) 228-2921
E-MAIL: FAHIMTANIOS@HOTMAIL.COM

ENGINEER/MAP PREPARER:

SITETECH, INC.
8061 CHURCH STREET, P.O. BOX 592
HIGHLAND, CA 92346
CONTACT: BERNIE MAYER
PH: (909) 864-3180
E-MAIL: bmayer@sitetechinc.com

LEGAL DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 7, 8 AND THE NORTHERLY 20 FEET OF LOT 6 OF PARK VILLA TRACT, AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 56 OF MAPS, RECORDS OF SAID COUNTY.

APN: 0173-043-15 & 16

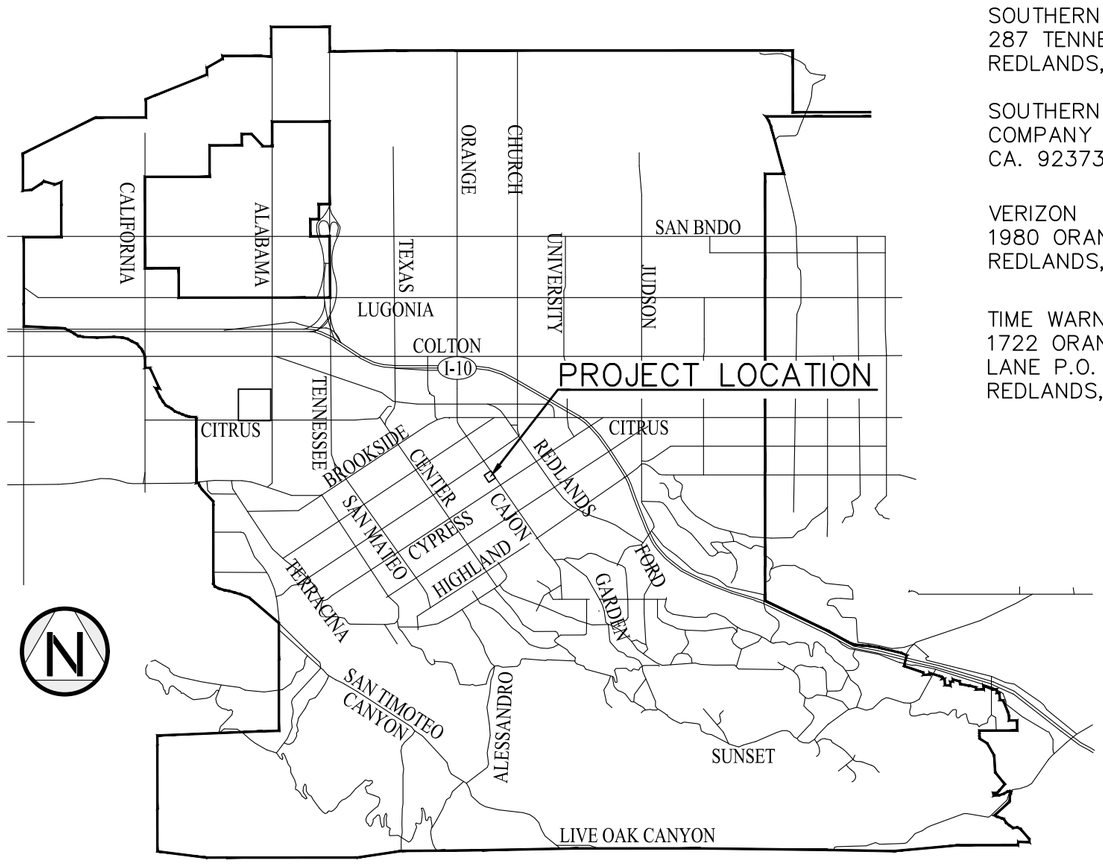
SOILS ENGINEER:

SOILS SOUTHWEST, INC.
897 VIA LATA, SUITE N
COLTON, CA 92324
PH: (909) 370-0474

NOTE:
ANY PROPOSED CONSTRUCTION OF NEW BUILDINGS ON PARCEL "1" WILL MEET NEW BUILDING SETBACK LINES SHOWN ON TRACT MAP.

NOTES:

1. THERE IS 1 LOT PROPOSED FOR THIS PROJECT. IT CONTAINS 0.656 GROSS ACRES FOR AN OVERALL RESIDENTIAL LOT DENSITY OF 1.52 LOTS PER GROSS ACRE.
2. ASSESSOR'S PARCEL NUMBER: 0173-043-15 & 16
3. EXISTING LAND USE ZONING IS: A-P - ADMINISTRATIVE AND PROFESSIONAL OFFICE DISTRICT.
4. EXISTING LAND USE ZONING TO THE SOUTH IS: A-P - ADMINISTRATIVE AND PROFESSIONAL OFFICE DISTRICT.
5. EXISTING LAND USE ZONING TO THE WEST IS: R-S - SUBURBAN RESIDENTIAL DISTRICT
6. EXISTING LAND USE ZONING TO THE NORTH IS: A-P - ADMINISTRATIVE AND PROFESSIONAL OFFICE DISTRICT.
7. EXISTING LAND USE ZONING TO THE EAST IS: A-P - ADMINISTRATIVE AND PROFESSIONAL OFFICE DISTRICT.
8. THERE ARE NO NEW STREET PROPOSED AS PART OF THIS PROJECT.
9. THERE GRADING IS PROPOSED AS PART OF THIS PROJECT.
10. NO REGULATED TREES WILL BE REMOVED AS PART OF THIS PROJECT.
11. STREET TREES ALONG CAJON STREET ARE TO REMAIN.
12. SOILS REPORT TO BE PROVIDED PRIOR TO CONSTRUCTION OF CONDOMINIUMS.
13. DRAINAGE STUDY TO BE PROVIDED PRIOR TO CONSTRUCTION OF CONDOMINIUMS.
14. TOPOGRAPHY WAS OBTAINED FROM A FIELD SURVEY DONE BY SITETECH, INC., IN AUGUST 2024.
15. THERE ARE NO EXISTING EASEMENTS ON-SITE.
16. SEE SITE PLAN FOR ADDITIONAL INFORMATION.
17. PROJECTS LIES WITHIN ZONE "X" OF FEMA FLOOD MAP 0607C8716H, DATED 8/28/2008



CITY OF REDLANDS VICINITY MAP
NO SCALE

COMPANIES AND AGENCIES SERVICING THIS PROJECT ARE AS FOLLOWS:

REDLANDS MUNICIPAL UTILITIES-WATER 35 CAJON STREET REDLANDS, CA 92373	ATTENTION: TELEPHONE: (909) 798-7698
SOUTHERN CALIFORNIA EDISON 287 TENNESSEE STREET REDLANDS, CA. 92373	ATTENTION: MR. BOB PATTERSON TELEPHONE: (909) 307-6767
SOUTHERN CALIFORNIA GAS COMPANY P.O. BOX 3003 REDLANDS, CA. 92373-0306	ATTENTION: MR. JOHN GOMEZ TELEPHONE: (909) 335-7928
VERIZON 1980 ORANGE TREE LANE REDLANDS, CA. 92373	ATTENTION: MR. BRUCE FOYTIK TELEPHONE: (909) 748-6645
TIME WARNER 1722 ORANGE TREE LANE P.O. BOX 710 REDLANDS, CA. 92373	ATTENTION: MR. RAY MIX TELEPHONE: (909) 798-3588

LICENSED LAND SURVEYOR
BERNHARD K. MAYER
NO. 7319
Exp. 6-30-27
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
BERNHARD K. MAYER
NO. 36866
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

SITETECH INC.

8061 CHURCH ST. HIGHLAND CA 92346 PO BOX 592
PH: (909) 864-3180, FAX: (909) 864-0850

BERNHARD K. MAYER R.C.E. 36866 L.S. 7319 JULY 24, 2025 DATE

CITY OF REDLANDS, CALIFORNIA

TENTATIVE TRACT MAP NO. 20792

FOR RESIDENTIAL CONDOMINIUM PURPOSES

LOTS 7, 8 AND THE NORTHERLY 20 FEET OF LOT 6 OF PARK VILLA TRACT, AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 56 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

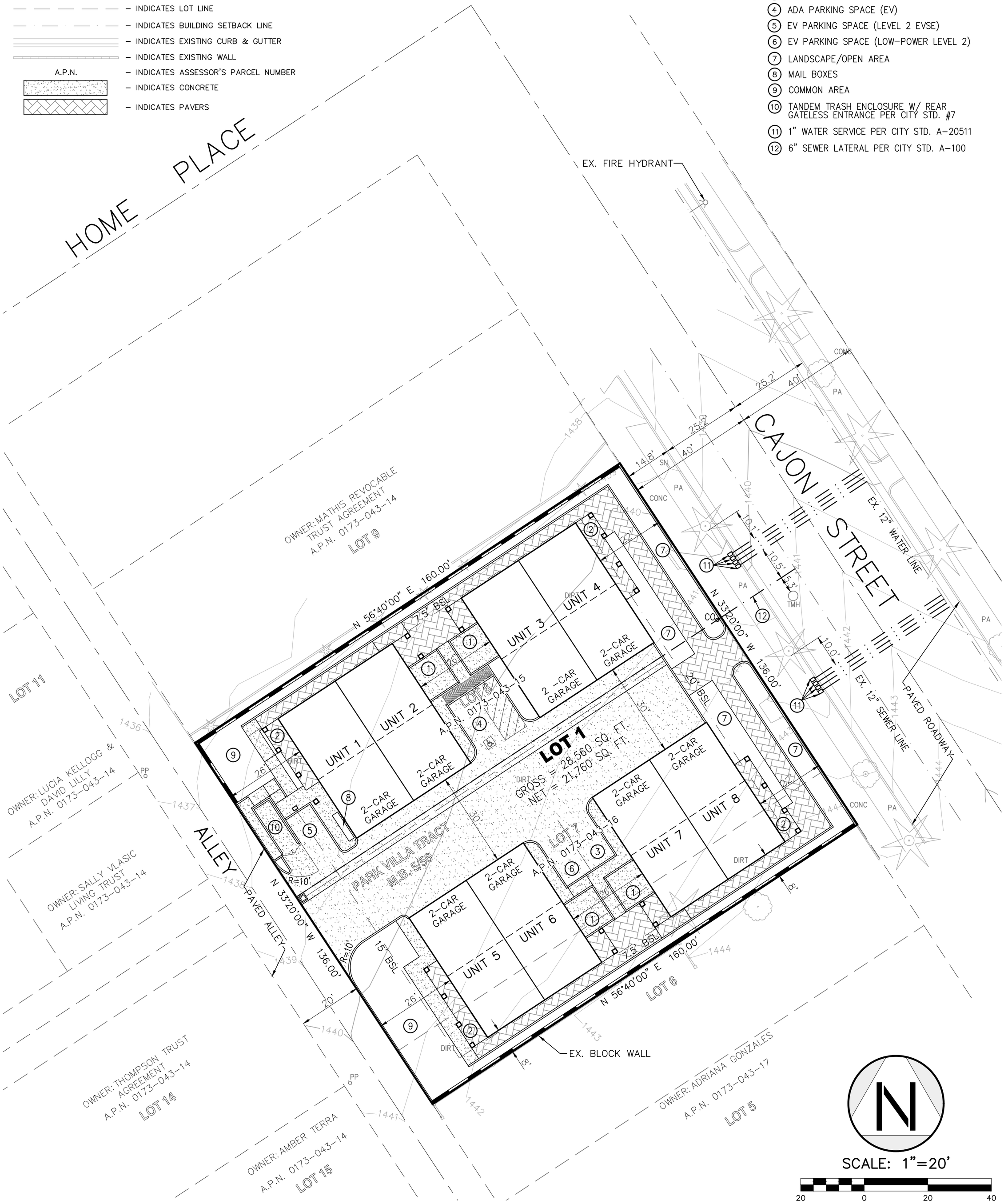
SITETECH, INC. MAY 2025

LEGEND:

- 2400 – INDICATES EXISTING CONTOUR
- INDICATES STREET CENTERLINE
- INDICATES BOUNDARY LINE
- INDICATES LOT LINE
- INDICATES BUILDING SETBACK LINE
- INDICATES EXISTING CURB & GUTTER
- INDICATES EXISTING WALL
- A.P.N. – INDICATES ASSESSOR'S PARCEL NUMBER
- INDICATES CONCRETE
- INDICATES PAVERS

SITE NOTES:

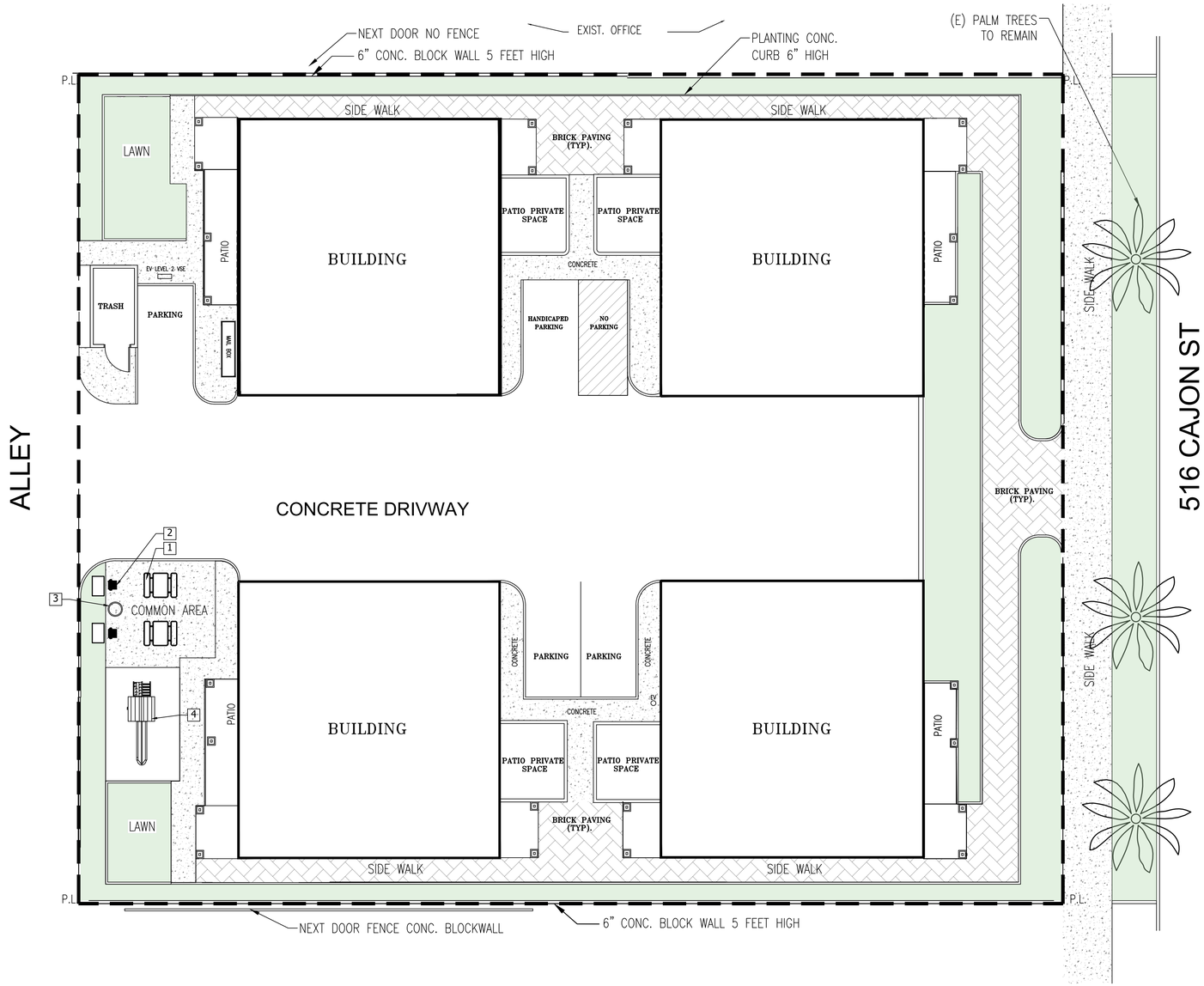
1. PRIVATE PATIO
2. PORCH/ENTRY AREA
3. PARKING SPACE
4. ADA PARKING SPACE (EV)
5. EV PARKING SPACE (LEVEL 2 EVSE)
6. EV PARKING SPACE (LOW-POWER LEVEL 2)
7. LANDSCAPE/OPEN AREA
8. MAIL BOXES
9. COMMON AREA
10. TANDEM TRASH ENCLOSURE W/ REAR GATELESS ENTRANCE PER CITY STD. #7
11. 1" WATER SERVICE PER CITY STD. A-20511
12. 6" SEWER LATERAL PER CITY STD. A-100

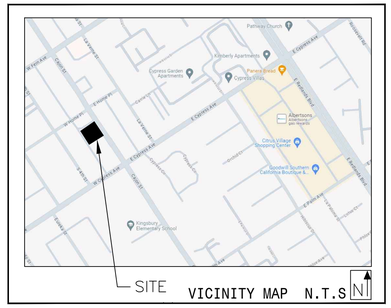


LANDSCAPE ARCHITECTURAL PLANS

8-UNITS MULTI-FAMILY RESIDENTIAL

516 CAJON ST., REDLANDS, CA





SHEET INDEX	
L-1	TITLE SHEET
L-2	PRELIMINARY LANDSCAPE PLAN

NEW LANDSCAPE AREA = 3,986 SQ. FT.

CONSULTANTS

OWNER / DEVELOPER
FAHIM TANIOS
516 CAJON ST.,
REDLANDS, CA
TEL: (909)-228-2921

LANDSCAPE ARCHITECT
PHIL MAY LANDSCAPE ARCHITECTURE
2532 WALLACE AVE.
FULLERTON, CA 92831
TEL: (909)-373-1959

ARCHITECT
GB ARCHITECTS
400 N. MOUNTAIN AV. # 208
UPLAND, CA 91786
TEL: (310)-562-5382

CERTIFICATION OF LANDSCAPE DESIGN

I hereby certify that:

(1) I am a professional appropriately licensed in the State of California to provide professional landscape design services.
The landscape design a__ 516 CAJON ST._____
(provide street address or parcel number(s)) were prepared by me or under my supervision.
(2) The landscape design and water use calculations for the identified property comply with the requirements of the City of Redlands Water Efficient Landscape Ordinance (Municipal Code Chapter 13.18) and the City of Redlands Water Efficient Landscape Guidelines.
(3) The information I have provided in this Certificate of Landscape Design is true and correct and is hereby submitted in compliance with the City of Redlands Water Efficient Landscape Guidelines.

PHIL MAY — Print Name
07-14-2025 — Date
Phil May — Signature
3104 — License Number
2532 Wallace Ave., Fullerton, CA 92831 — Address
(909) 373-1959 — Telephone
pmay@philmaydesign.com — E-mail Address
Landscape Design Professional's Stamp

REGISTERED LANDSCAPE ARCHITECT — PHILIP S. MAY — SIGNATURE — 05-31-2027 — RENEWAL DATE — 07-14-2025 — DATE — STATE OF CALIFORNIA

UNDERGROUND SERVICE ALERT
CALL BEFORE YOU DIG
CALL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG

NORTH

0 5' 10' 20'
SCALE: 1" = 10'-0"

REVISIONS	BY

PHIL MAY LANDSCAPE ARCHITECTURE
2532 Wallace Ave.
Fullerton,CA 92831
Phone:(909)373-1959
pmay@philmaydesign.com
www.philmaydesign.com

REGISTERED LANDSCAPE ARCHITECT — PHILIP S. MAY — SIGNATURE — 05-31-2027 — RENEWAL DATE — 07-14-2025 — DATE — STATE OF CALIFORNIA

TITLE SHEET

8-UNITS RESIDENTIAL
516 CAJON ST.,
REDLANDS, CA

DRAWN R.S.
CHECKED R.S.
DATE 07-14-2025

L-1
OF 3 SHEETS

JOB NO. 24057

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE PROPERTY OF PHIL MAY LANDSCAPE ARCHITECTURE. ALL DESIGNS AND OTHER INFORMATION ON THE DRAWINGS ARE FOR THE USE ON THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESS WRITTEN PERMISSION OF PHIL MAY LANDSCAPE ARCHITECTURE. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THE OFFICE SHALL BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS. COPYRIGHTED ©

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	WUCOLS	HEIGHT & WIDTH	REACHING MATURITY	REMARKS
	TREES							
	Cercis c. 'Forest Pansy'	Forest Pansy Redbud	3	24" box	M	40'x40'	20	multi-trunk (deciduous)
	Lophostemon confertus	Brisbane box	13	24" box	M	40'x40'	15	multi-trunk (evergreen)
	Lagestroemia i. 'Tuscarora'	Crape Myrtle	6	36" box	M	40'x40'	20	multi-trunk (deciduous)
	Existing palm trees to remain in place.							
	SHRUBS							
	Agave attenuata	Foxtail Agave	14	5 gal	L	4'x4'	5	
	Callistemon 'Little John'	Dwarf Bottlebrush	37	5 gal	L	4'x4'	5	
	Carissa m. 'Emerald Blanket'	Dwarf Natal Plum	50	5 gal	L	16"x4'	5	
	Ligustrum j. 'Texanum'	Texas Privet	98	5 gal	M	4'x4'	5	
	Westringia fruticosa 'Smokey'	Dwarf Coastal Rosemary	39	5 gal	L	3'x3'	5	
	PERENNIALS							
	Chondropetalum tectorum	Small Cape Rush	13	5 gal	L	3'x3'	1	
	Dianella r. 'Little Rev'	Little Rev Flax Lily	32	1 gal	L	2'x2'	1	
	Sesleria autumnalis	Moor Grass	67	1 gal	L	2'x2'	1	
	Sedum Nussbaumerianum	Coppertone Stonecrop	37	1 gal	L	2'x2'	1	
	GROUNDCOVER							
	Rosmarinus o. 'Prostratus'	Prostrate Rosemary	46	1 gal	L	2'x3'	2	plant @ 24" o.c.
	Festuca arundinacea	Tall Fescue spp. Marathon II or equal	435 s.f.	Sod	H	6"x6"	1	Marathon II or equal

PROPOSED TREE SIZE CALCULATIONS

Total Proposed Trees= 22

TREE CONTAINER SIZE	QUANTITY
36" box	6 (27 %)
24" box	16 (73 %)
15 gal.	0 (0 %)
	Total: 22

NOTE: A QUANTITY OF 13 TREES (69%) WILL BE EVERGREEN

ALL LANDSCAPE INSTALLATION SHALL BE PERMANENTLY MAINTAINED.

ALL LANDSCAPE AREAS SHALL RECEIVE AUTOMATIC IRRIGATION SYSTEM.

ALL LANDSCAPE PLANS AND INSTALLATIONS SHALL ADHERE TO CITY OF REDLANDS DESIGN GUIDELINES, CODES AND REGULATIONS.

COMPLIANCE STATEMENT

REGISTERED LANDSCAPE ARCHITECT — PHILIP S. MAY — LICENSE NO. 2027 — 05-31-2027 — RENEWAL DATE 07-14-2025 — DATE — STATE OF CALIFORNIA

I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE WATER EFFICIENT LANDSCAPE REGULATIONS OF THE CITY OF REDLANDS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS, I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

Water Efficient Landscape Worksheet

Reference Evapotranspiration (ETo)		55.7 Redlands					
	ETWU requirement	ETWU requirement	ETWU requirement	ETWU requirement	MAWA requirement	ETWU requirement	
Hydrozone#/Planting Description	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (LA) (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)
Regular Landscape Areas							
1) low water use plants	0.2	Drip	0.81	0.247	2,671	659.51	22,775
2) med water use trees	0.5	Overhead Spray	0.75	0.667	880	586.67	20,260
3) High water use lawn	0.7	Overhead Spray	0.75	0.933	435	406.00	14,021
			Totals		3,986	1,652.17	57,056
Special Landscape Areas (SLA): Recycled Water							
1) low water use plants				1	0	0	0
2) medium water use plants				1	0	0	0
3) high water use plants				1	0	0	0
				Totals	0	0	0
						Estimated Total Water Use (ETWU)	57,056
						Maximum Allowed Water Allowance (MAWA)	75,709

Plant Water Use Type	Plant Factor	Irrigation method	Irrigation Efficiency
very low	0-0.1	overhead spray	0.75
low	0.1-0.3	drip	0.81
medium	0.4-0.6		
high	0.7-1.0		

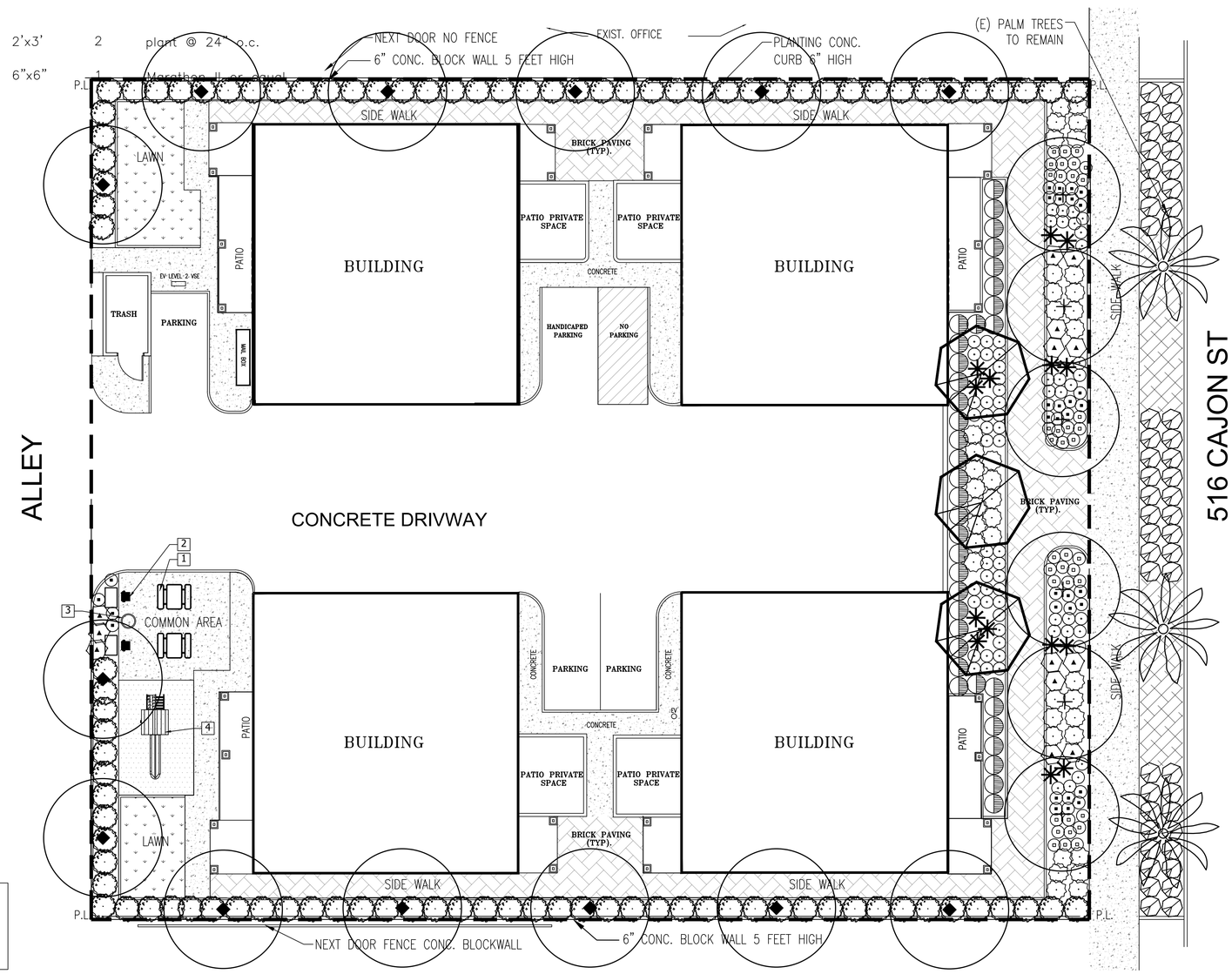
MAWA (annual gallons allowed)= (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]

where 0.62 is a conversion factor that converts acre-inches per acre/year to gallons per sq. ft./year. LA is the total landsape area in sq. ft, SLA is the total special landscape area in sq. ft., and ETAF is .55 for residential areas and 0.45 for non residential areas.

ETAF Calculations

Regular Landscape Areas		
Total ETAF x Area	1,652	
Total Area	3,986	Average ETAF for regular landscape areas must be 0.55 or below for
Average ETAF	**0.41**	residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas	
Total ETAF x Area	1,652
Total Area	3,986
Sitewide ETAF	**0.41**



UNDERGROUND SERVICE ALERT
CALL BEFORE YOU DIG
CALL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG

NORTH

0 5' 10' 20'
SCALE: 1" = 10'-0"

REVISIONS	BY

PHIL MAY LANDSCAPE ARCHITECTURE
2532 Wallace Ave.
Fullerton,CA 92831
Phone:(909)373-1959
pmay@philmaydesign.com
www.philmaydesign.com

REGISTERED LANDSCAPE ARCHITECT — PHILIP S. MAY — LICENSE NO. 2027 — 05-31-2027 — RENEWAL DATE 07-14-2025 — DATE — STATE OF CALIFORNIA

PRELIMINARY LANDSCAPE PLAN

8-UNITS RESIDENTIAL
516 CAJON ST.,
REDLANDS, CA

DRAWN R.S.
CHECKED R.S.
DATE 07-14-2025

L-2
OF 3 SHEETS

JOB NO. 24057

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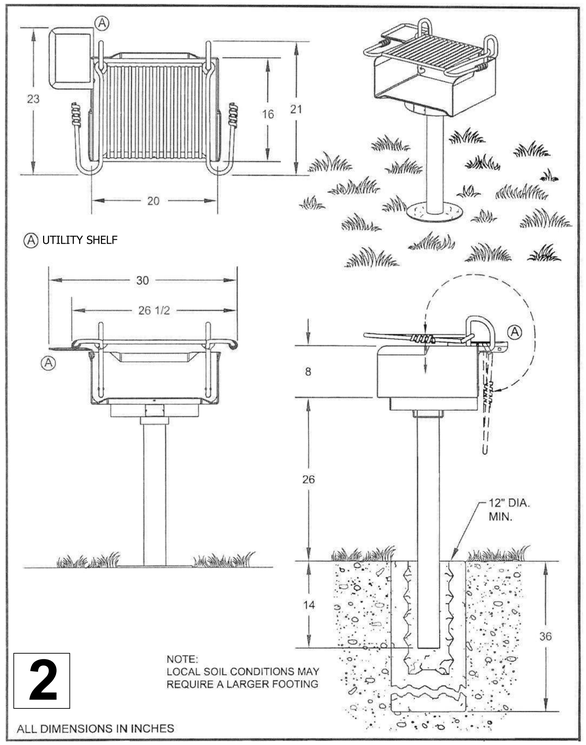
HIGHLAND
PRODUCTS GROUP LLC



2

NOTE:
LOCAL SOIL CONDITIONS MAY REQUIRE A LARGER FOOTING

ALL DIMENSIONS IN INCHES

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431
PHONE: 561.620.7878• FAX: 561.620.8668

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TOLL FREE: 1-800-458-5872
www.ultra-site.com

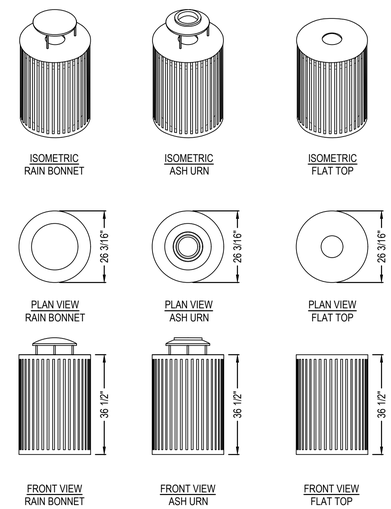
☑ SELECT DESIRED LID OPTION*:
- ☐ RAIN BONNET
- ☐ ASH URN
- ☑ FLAT TOP

☑ SELECT DESIRED INSIDE DIAMETER:
- ☑ 8" (SHOWN)
- ☐ 14"

☑ SELECT DESIRED FRAME COLOR:
- ☐ ULTRA BLUE ☐ GREEN
- ☐ BLUE ☐ BROWN
- ☐ BURGUNDY ☐ BEIGE
- ☐ RED ☑ BLACK

☑ SELECT DESIRED LID COLOR:
- ☐ ULTRA BLUE ☐ GREEN
- ☐ BLUE ☐ BROWN
- ☐ BURGUNDY ☐ BEIGE
- ☐ RED ☑ BLACK

☑ SELECT DESIRED PATTERN:
- ☐ DIAMOND
- ☑ PERFORATED
- ☐ FIESTA
- ☐ SLAT (SHOWN)
- ☐ WAVE



SPECIFICATIONS:
FINISH: THERMOPLASTIC
MATERIAL: 3/4" #9 STEEL EXPANDED METAL. 11 GAUGE X 1 1/2" FLAT STRIP BORDER ON TOP AND BOTTOM
*LIDS AND LINERS SOLD SEPARATELY.

3 RECEPTACLES

ULTRACOAT COLLECTION: METAL RECEPTACLE, 55 GALLON

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TOLL FREE: 1-800-458-5872
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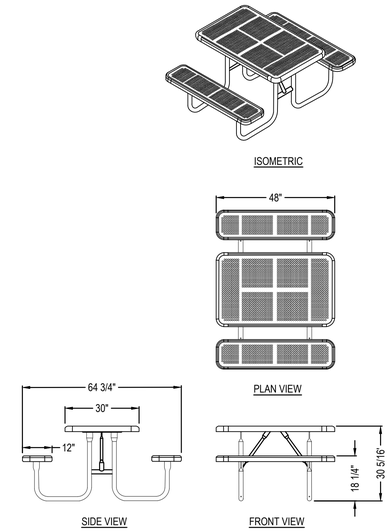
☑ SELECT DESIRED LENGTH:
- ☑ 4' (SHOWN)
- ☐ 6'
- ☐ 8'

☑ SELECT DESIRED MOUNT:
- ☐ PORTABLE
- ☑ SURFACE MOUNT

☑ SELECT DESIRED FRAME COLOR:
- ☐ ULTRA BLUE ☐ ROYAL PURPLE
- ☐ BLUE ☐ DARK GREY
- ☐ BURGUNDY ☐ MATTE BLACK
- ☐ RED ☐ WHITE
- ☑ GREEN ☐ SKY BLUE
- ☐ BROWN ☐ ORANGE
- ☐ BEIGE ☐ SPRING GREEN
- ☐ BLACK ☐ CHAMPAGNE
- ☐ YELLOW

☑ SELECT DESIRED SEAT COLOR:
- ☐ ULTRA BLUE ☑ GREEN
- ☐ BLUE ☐ BROWN
- ☐ BURGUNDY ☐ BEIGE
- ☐ RED ☐ BLACK

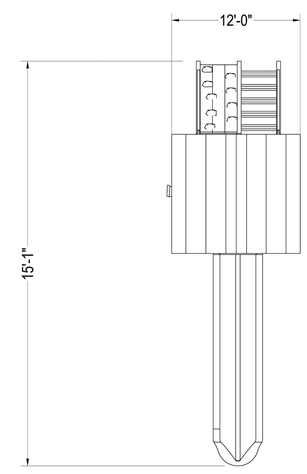
☑ SELECT DESIRED PATTERN:
- ☑ DIAMOND
- ☐ PERFORATED (SHOWN)



SPECIFICATIONS:
FINISH: THERMOPLASTIC FINISH WITH POWDER COATED FRAME
FRAME MATERIAL: 1 5/8" O.D. ALL MIG WELDED FRAME
HARDWARE MATERIAL: ALL STAINLESS STEEL HARDWARE

1 PICNIC TABLES

ULTRACOAT COLLECTION: HEAVY-DUTY RECTANGULAR TABLE



4 PLAYGROUND

MANUFACTURER NOTES

SPECIFICATIONS:
AGE RANGE: 2-10 Years Old
TOTAL SPACE NEEDED: 22' X 16'
TOTAL HEIGHT : 10'-11"

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS' SPECIFICATIONS
2. DO NOT SCALE DRAWING
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com AND ENTER REFERENCE NUMBER 5653-005
6. NO SWINGS

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PARKESBURG, PA
19365
TOLL FREE: 1-833-888-0709
WEBSITE: https://kingswingsetss.com

THE CARE-BARE CASTLE SWING SET

SCALE: 3/8" = 1'-0"

PAPER SIZE: 11" X 17"

DATE: 14/07/2025

REVISIONS	BY

PHIL MAY
LANDSCAPE
ARCHITECTURE

2532 Wallace Ave.
Fullerton,CA 92831

Phone:(909)373-1959

pmay@philmaydesign.com
www.philmaydesign.com

REGISTERED LANDSCAPE ARCHITECT
PHILIP S. MAY
LICENSE NUMBER
05-31-2027
RENEWAL DATE
07-14-2025
DATE
STATE OF CALIFORNIA

PRELIMINARY
LANDSCAPE PLAN

8-UNITS RESIDENTIAL
516 CAJON ST.,
REDLANDS, CA

DRAWN
R.S.
CHECKED
R.S.
DATE
07-14-2025

L-3

OF 3 SHEETS

JOB NO.
24057

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SOCIO-ECONOMIC EVALUATION CHECKLIST FORM

BACKGROUND

1. Project Title: Commission Review & Approval No. 972, CUP 1201, TTM 20792

2. Lead Agency Name and Address:
City of Redlands
Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

Mailing Address:
City of Redlands
Development Services – Planning
P.O. Box 3005
Redlands, CA 92373

3. Contact Person and Phone Number: Nylsen Escajeda, Assistant Planner, (909) 798 – 7555 extension 2.

4. Project Location: The project site is proposed on an existing 17,038 square-foot parking lot located at 211 East Olive Avenue (APN: 0171-281-30-0000).

5. Project Sponsor's Name and Address: David Greenberger; represented by Fahim Tanios and George Botros of GB Architects, 275 Canterberry Court, Upland, CA 91784. George Botros, telephone: 909-781-1659.

6. General Plan Designation: Administrative and Professional Office (A-P) District

7. Zoning Designation: The subject property is within the Administrative and Professional Office (A-P) District. The A-P District permits residential uses subject to the Multiple-Family Residential (R-3) District standards; therefore, the R-3 development standards will be applied to the proposed project accordingly.

8. Description of Project: The project will construct a residential condominium project consisting of eight dwelling units, with four two-story buildings totaling 11,200 square feet. The project site consists of two vacant parcels located at 516 and 532 Cajon Street. The proposal includes 16 in-unit parking spaces, four guest parking spaces, communal open space for residents, and landscape improvements.

9. Existing On-Site Land Use and Settings: The subject property is flat in topography, vacant, and unimproved.

10. Surrounding Land Uses and Setting: The surrounding properties to the north, east, south, west have various single-family residential and office uses. The subject site is also located within the “Early Redlands Historic and Scenic (HD No. 3) District.

11. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement): None.

COST / BENEFIT FACTORS:

The cost benefit factors are evaluated independently using the cost benefit model. A positive or negative cost/benefit ratio will be derived by evaluating projects. A complete model used to evaluate the project is available in the Development Services Department. A summary of that analysis is provided here:

According to the Cost Benefit Model used by the City, the project is projected to result in annual residential revenues of approximately $11,445 to the City upon project implementation, and annual ongoing costs of approximately $5,909. The surplus revenue is $5,537 for a positive cost/benefit ratio of 1.94.
The complete Cost/Benefit Model results are attached herein.

PUBLIC INFRASTRUCTURE AND EFFECT ON THE CITY OF REDLANDS:

Identify the public infrastructure required for development of this project and identify the source(s) of funding for these improvements. Identify the effects of such development upon the City of Redlands.

a) List of public infrastructure required for the project:

The applicant will provide the infrastructure as required by the Land Use Engineering Division and the Municipal Utilities & Engineering Department. The developer will be installing all required project site frontage and any related off-site improvements. The proposed development will provide rear alley improvements.

b) Sources of funding for these improvements to include developer installed payment of impact fees, assessment districts, etc.:

The developer will be required to pay applicable Development Impact Fees and permit fees as required by the Redlands Municipal Code.

c) The effect of the project upon the City of Redlands relative to public infrastructure is as follows:

This project will utilize the existing public infrastructure systems within the City that surround the project site. This utilization of city infrastructure is offset by the payment of Development Impact Fees and the construction of infrastructure improvements to accommodate the new use on the subject property.

BENEFITS OF THE PROJECT TO THE CITY OF REDLANDS

The following is a list of benefits that can be attributed to the proposed project. The benefits may fall into the categories identified or a miscellaneous category. Each benefit identified will be described in detail with supporting reasons as to how the item benefits the community.

A. Citrus Enhancements or Preservation. Does the project preserve citrus? The following are accepted ways to enhance or preserve citrus which may be determined to be a benefit to the City of Redlands.

1. Provide conservation easement(s) on citrus groves the City hopes to

preserve.

2. Acquire citrus grove(s) and donate all or a portion of the grove to the City.
3. Enhance viability and productivity of existing groves by enhancing irrigation or adding frost water.
4. Maintain a viable buffer of citrus around the project (at least 3 rows).
5. Other ways to preserve citrus.

If this project provides benefit(s) that apply to citrus enhancement or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: No citrus currently exists on the site, as the site is entirely vacant besides a single palm tree and other smaller growth. Historic aerials and Sanborne maps don't show any history of the site being used for orchards, this includes the surrounding area. The site is currently located within an urbanized area and is surrounded by several residential and office uses. There is no citrus or agriculture use existing on the property.

B. Cultural Enhancements or Preservation. Does the project enhance or preserve cultural aspects of the community? The following are accepted ways to enhance and/or preserve cultural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes to "art in public places" concept to a minimum of 1% of total project value.
2. Contributes to the alleviation of problems at cultural sites.
3. Provides an electronic library available to the public.
4. Enhances or contributes to current services or cultural resources.
5. Contribute to performing arts venues.

If this project provides benefit(s) that apply to cultural enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project does not propose contributions or enhancements to cultural aspects of the community. The project will pay City established Development Impact Fees and provide additional revenue from increased property tax assessment, sales tax revenue from future residents of the 8 new dwelling units, and other revenue sources that will indirectly provide funding that would contribute to enhancing and/or maintaining some of the cultural facilities within the City.

C. Heritage Enhancements or Preservation. Does the project enhance or preserve heritage aspects of the community? The following are accepted ways to enhance and/or preserve heritage aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Renovates existing historic homes.
2. The project has design features which include garage doors do not face street; 50% wrap around porch on 1-1/2 sides; broad overhangs on roof; driveway located on the side of house or a circular drive; decorative wood, masonry or wrought iron fence.

3. Adaptive reuse of historic structures in appropriate zones.
4. Forming a new or annexing to an existing historic district.
5. Designation of a structure as an individual historic resource.

If this project provides benefit(s) that apply to heritage enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project site, while vacant, does existing within the Early Redlands Historic and Scenic (HD No. 3) District. As a result, the proposal has been designed and guided by the standards set within the Historic Architectural Design Guidelines. The two primary standards were those for new constructions within a Historic District, along with the design standards of "Craftsman" style homes, which is the intended architectural style of this project. The project also followed standards set by the Secretary of the Interior's National Park Service, or the "Standards and Guidelines for Preservation, Rehabilitation, Restoration & Reconstruction". Additionally, because of the site's location within a Historic District, the project was required to get a Certificate of Appropriateness. This permit requires the project to receive approval from the Historic and Scenic Preservation Commission for its architectural design. As of this study, the proposal has been reviewed twice during two separate Design Reviews that were held during the regular HSPC meeting items. These reviews had HSPC Commissioners review the submittal item for compliance with our Historic Architectural Design Guidelines and the design standards established by the NPS. After substantial comments from the first review, the applicant revised the site and architecture to address those concerns. During the second round of review, the revised design addressed most of the concerns mentioned by the HSPC Commissioners and those in public comment. Therefore, the review process and the architectural input from the commissioners and staff will provide heritage enhancements and preservation to the site and surrounding areas because of its conformity with the Historic Architectural Design Guidelines established by the city and the design standards established by the NPS.

D. Architectural Enhancements. Does the project enhance architectural aspects of the community? The following are accepted ways to enhance architectural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Provide architectural or decorative enhancements to the project which exceed normal architectural standards.
2. Trees or other landscaping amenities that exceed minimum requirements.
3. Contribution of off-site enhancements in the public right-of-way, such as sidewalk installation and street tree replacement.
4. Assisting in undergrounding of utility lines.

If this project provides benefit(s) that apply to architectural enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The applicant proposes to construct 8 market-rate condos with associated parking, lighting, open space area, and landscaping. The proposed residential buildings will be two stories high and are designed to resemble high-quality residential structures. The project will include on-site landscaping, trees, private and common open space, and ground-floor and

garage parking. The project will construct its required frontage improvements. The Historic Design review gives the proposal site and architectural features that compliment the neighboring areas.

E. Historic Downtown Enhancements or Preservation. Does the project enhance or preserve the historic downtown of the community? The following are accepted ways to enhance and/or preserve the historic downtown of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes financially to viability of core downtown within expanded downtown.
2. Renovate old buildings.
3. Within an expanded downtown extends DRBA streetscape enhancements.
4. Contributing to the restoration of original building facades of existing structures
5. Re-establishing historical "pedestrian oriented" street frontages where original buildings have been removed.
6. Provides unique adaptive use of historic building.
7. Contributes to alternative means of transportation.

If this project provides benefit(s) that apply to historic downtown enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: While the project is not located within the Downtown Redlands Historic District; it is within the adjacent Early Redlands Historic and Scenic (HD No. 3) District. As a result, the proposal has undergone significant design review for compliance with this district. This architectural cohesiveness between the two districts enhances the historic qualities of the downtown district. Additionally, the site keeps the pedestrian-oriented layout by not providing a curb cut of Cajon Street, along with forward-facing and street-engaging front facades. The proximity of the units to the downtown is a walkable and bikeable distance to commerce and activities. Additionally, the project will pay City established Development Impact Fees and provide additional revenue from increased property tax assessment, sales taxes from the future residents, and other revenue sources that will indirectly provide funding that could be utilized to enhance and/or maintain the downtown district.

F. Job Enhancements. Does the project enhance jobs for the community? The following are accepted ways to enhance jobs for the community which may be determined to be a benefit to the City of Redlands.

1. Provides jobs for the community.
2. Brings in revenue from outside the city.
3. Internship opportunities for students at universities, high school and colleges.

If this project provides benefit(s) that apply to job enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project would provide construction employment and the related commerce into the city.

G. Open Space Enhancements or Preservation. Does the project enhance or preserve open space aspects of the community? The following are accepted ways to enhance and/or preserve open space within the community which may be determined to be a benefit to the City of Redlands.

1. Hardscape feature that enhances wildlife- water/food/ shelter.
2. Enhanced landscape on commercial project which conceals infrastructure.
3. Waterscaping which increases illusion of open space.
4. Provides open space in addition to zoning requirement.
5. Provides a Planned Residential Development
6. Provides a usable conservation easement across open space in perpetuity.
7. Preserves access for wildlife migration corridor.
8. Provides undisturbed refuge area for wildlife.

If this project provides benefit(s) that apply to open space enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project will provide on-site landscaping improvements and open space areas for the residents. The project site is in an urbanized area and vacant lot, with no wildlife corridors or refuge areas are located on the site. Therefore, the project does not involve the preservation of any wildlife migration corridor or other refuge area. The site was designed with the standards established by the A-P zoning district and the historic design standards set by both the city and NPS, the site will have onsite landscaping, trees, hardscape and other aesthetic features.

H. Park Enhancements or Preservation. Does the project enhance or preserve parks of the community? The following are accepted ways to enhance and/or preserve parks within the community which may be determined to be a benefit to the City of Redlands.

1. Adds improved parkland.
2. Adds parkland beyond requirements.
3. Provides pedestrian and/or bike trails to parks or provides extension of existing pedestrian and/or bike trails from the project site.
4. Adds meeting rooms accessible to local groups on a frequent basis.
5. Improves or adds to existing landscape and/or street scape at or near the project site.

If this project provides benefit(s) that apply to park enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project site proposes a 22' front-yard with landscaping, trees, and hardscape that is adjacent to the public right-of way and the existing street scape. Additionally, the project will pay City established Development Impact Fees and provide significant additional revenue from increased property tax assessment, sales taxes from future resident consumer activity, and other revenue sources that will directly and indirectly provide funding that may be used to benefit City parks.

I. Public Safety Enhancements. Does the project enhance public safety aspects of the community? The following are accepted ways to enhance public safety within the community which may be determined to be a benefit to the City of Redlands.

1. Security infrastructure is provided in an architecturally acceptable manner.
2. Exterior television monitoring on commercial project.
3. Provide a building site or fully equipped fire station or contributes to dedicated City account for future construction.
4. Provides significant additional fire equipment as determined by the Fire Department.
5. Provides for a police substation (subject to City approval).
6. Provides for a building site for a new facility.

If this project provides benefit(s) that apply to public safety enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project will include fences and a landscaping/hardscaping buffer for the public right of way. Because of the street-facing orientation of the homes, it also provides an "eyes-on-the-street" level of security, where residents are better able to see security issues for both themselves and their neighbors. It will also pay applicable Development Impact Fees which have been established by the City to fund public facilities including police. The project will also provide significant additional revenue from increased property tax assessment, sales taxes, and other revenue sources that may assist in funding police services.

J. School Enhancements. Does the project enhance schools or their operations within the community? The following are accepted ways to enhance schools within the community which may be determined to be a benefit to the City of Redlands.

1. Senior citizen development adds revenue but no impact.
2. Provides day care and after school program(s).
3. Project is close to schools serving the project.
4. Contributes equipment or other enhancements to existing day care and after school programs.
5. Assist schools with land or financing (such as Mello Roos).

If this project provides benefit(s) that apply to schools, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Project Site: The project is a multi-family style condo development with a total of 8 market-

rate units. The project will contribute revenue but will not result in any significant impacts to schools. The project is on an infill lot and is not considered growth inducing in nature, either directly or indirectly. Additionally, the project will pay applicable school fees that will assist in the future funding of school facilities.

K. Traffic. Does the project reduce traffic, enhance systems to improve traffic conditions or otherwise improve traffic within the community? The following are accepted ways to improve traffic within the community which may be determined to be a benefit to the City of Redlands.

1. Provide financial mitigation which helps alleviate parking problems in town, i.e., by contributing to the parking district.
2. Incorporate "traffic calming" elements into the design of the circulation system.
3. Support for alternative forms of public transportation or public transportation facilities.
4. Add biking and pedestrian access to off campus intellectual or entertainment resources.
5. Have a unique method of product/inventory delivery.

If this project provides benefit(s) that apply to traffic, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Project Site: The project is located on an infill lot with existing streets that provide access and off-site parking for the neighborhood. Off-site improvements have been or will be installed in accordance with the Redlands Municipal Code and the Redlands General Plan Circulation Element. The site is in walking and biking proximity to transit, the downtown, area and other significant education and employment entities in the city such as the University of Redlands and the ESRI campus. The project will also pay Development Impact Fees established by the City as a fair share contribution toward the development's impact on the local street system.

L. Wastewater System Enhancements. Does the project enhance the wastewater system within the community? The following are accepted ways to improve the wastewater system within the community which may be determined to be a benefit to the City of Redlands.

1. Provide a dual system to use potable and non-potable water.
2. Provide financial contributions to tertiary facilities at the Wastewater Treatment Plant.
3. Improve water quality.

If this project provides benefit(s) that apply to the wastewater system, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project will comply with requirements of the City of Redlands. The Applicant has not proposed any special features related to water system enhancements. The proposed project will be served by the City of Redlands sewer collection system. The proposed project would generate wastewater that can be discharged to a municipal system that has sufficient capacity.

M. Miscellaneous Preservation or Enhancements. Does the project enhance or preserve elements within the community?

If this project provides benefit(s) that apply to enhancement or preservation of elements that are important to the City, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project does not provide any additional enhancements or preservation of elements within the community than previously identified.

SOCIAL FACTORS POTENTIALLY AFFECTED:

This project may create unmitigable physical blight or overburden public services for those social factors checked below within the "Potentially Significant," “Potentially Significant Unless Mitigation” or "Less Than Significant" as indicated by the checklist on the following pages.

___ Agricultural/Citrus Removal	___ Police Services	___ Recreational Programs
___ Wildlife/Habitat	___ Downtown Impacts	___ Land Use Compatibility
___ Traffic	___ Residential Design	___ Schools
___ Fire Services	___ Cultural Facilities	
___ Paramedic Services	___ Park Facilities	

DETERMINATION
On the basis of this initial evaluation:

_X_ I find that the proposed project will not create unmitigable physical blight or overburden public services in the community, and no additional information or evaluation is needed.

___ I find that although the proposed project could create unmitigable physical blight or overburden public services in the community, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project by the applicant.

___ I find that the proposed project may create unmitigable physical blight or overburden public services in the community, and additional information or evaluation is needed in the following areas:

___ I find that the proposed project has already been evaluated for socio-economic impacts and the prior evaluation adequately evaluated this project.

Signed:

_____
Nylsen Escajeda
Assistant Planner
City of Redlands
April 2, 2024

EVALUATION OF SOCIAL FACTORS

Explanations of all "Potentially Significant," "Potentially Significant Unless Mitigation Incorporated," "Less Than Significant Impact," and "No Impact" answers are provided on the attached sheets.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AGRICULTURAL/CITRUS REMOVAL. Would the proposal:				
a) Affect agricultural resources or operations (e.g. impacts to soils or farmlands, or impacts from incompatible land uses)?	___	___	___	✓
b) Remove active citrus groves from production?	___	___	___	✓

Agricultural/Citrus Removal

1. a,b) Based on historic aerial photographs and Sanborn map information, the project site was established as a residential neighborhood around 1908 and was turned into a vacant lot prior to 1980. There is no photographic evidence that orchards were ever planted on the subject property. The property is not being used for agricultural purposes and the proposed project will not remove any orchards or impact agricultural resources. The site is currently vacant, and the surrounding neighborhood consists of commercial structures, and a majority of single-family residences.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
2. WILDLIFE/HABITAT/OPEN SPACE PRESERVATION. Would the proposal:				
a) Eliminate or have negative impact upon wildlife corridors?	___	___	___	✓
b) Tend to urbanize open space impacting preservation and	___	___	___	✓

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
conservation of natural resources?				
c) Interfere with use of recognized trails used by joggers, hikers, equestrians or bicyclists?	___	___	___	✓
d) Eliminate, reduce, or have any negative impact upon wildlife habitat areas to include the protection of fringe or buffer areas?	___	___	___	✓

Wildlife/Habitat/Open Space Preservation

2.a) The project site is within an urbanized area and is not known as an area that contains biological resources or wildlife corridors. The site has been developed since at least 1908 and the surrounding parcels have been developed over the decades with a majority of single-family residential homes, commercial structures, and offices. The project site does not contain wildlife travel routes and does not affect wildlife movement as the site is largely surrounded by development.

2.b) The subject property is surrounded by residential and commercial developments to the north, east, south, and west. The site is vested in the applicable General Plan designation of Office and the proposed use is permitted within the applicable zoning district, subject to review and approval by the Planning Commission. The project will not impact open space preservation and conservation of natural resources.

2.c) The project will not interfere with the use of recognized trails used by joggers, hikers, equestrians or bicyclists, as no trails traverse the site.

2.d) The project will not eliminate, reduce, or have any negative impact upon wildlife habitat areas to include the protection of fringe or buffer areas. The project site is currently a parking lot, located within an urbanized area, and is surrounded by commercial development of various types. Overall, the site is not a significant habitat area for any species.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
3. TRAFFIC. Would the proposal:				
a) Result in increased vehicle trips or congestion?	___	___	✓	___
b) Create additional traffic so as to be in conflict with the policies of the General Plan?	___	___	✓	___
c) Does traffic impact livability of a residential neighborhood on streets which, due to design or terrain features, street side development or other factors, have greater than usual sensitivity to increased traffic?	___	___	✓	___
d) Create additional traffic so as to increase the level of service on roadways that are adjacent to or in the vicinity of the project?	___	___	✓	___

Traffic Impacts

3.a,b,d) The proposed project will not result in any significant effects from trip generation or traffic as a result of constructing 8 market-rate condominiums. Local roads have sufficient capacity and can provide sufficient vehicle access to the project site. Immediate access is taken off the western alleyway, which is itself accessed from either Home Court or Cypress Avenue. Regional access to the project site is provided by State Route 38, Interstate 10 freeway, and the 210 freeway. The proposed project will not create additional traffic that will increase the level of service on roadways that are within the vicinity of the project.

3.c) The project site is within an area designated for office uses. Access to the overall area and site is mainly accessed from the minor arterial Cajon Street. Traffic generated by the project will have a minimal impact on the livability of the surrounding homes or streets. On-site parking is provided and is in accordance with applicable code requirements.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
4. FIRE AND PARAMEDIC SERVICES. Will the proposal result in:				
a) Requiring fire and paramedic services that are beyond the current capabilities of the Fire Department?	___	___	___	✓
b) An increase in response time for essential fire or paramedic services to the remainder of the community?	___	___	___	✓
c) The need for additional fire or paramedic facilities or equipment?	___	___	___	✓

Fire and paramedic services

4.a) The proposed residential project will not require fire and paramedic services that are beyond the current capabilities of the Fire Department. According to the 2035 General Plan, the site is not within any area that is subject to a high fire hazard threat. The proposed buildings will be constructed in accordance with all Fire Code and Building Code regulations and will incorporate fixed fire protection systems which will mitigate any impacts.

4.b) The project involves the construction of 8 market-rate condominiums. The Fire Department consists of approximately 55 total sworn personnel, including eighteen 18 firefighter/paramedics and 37 firefighter/EMTs, and covers an area of 37 square miles. The existing City facilities, services, and equipment required to serve this project would be supported by the City of Redlands Fire Department. The project will not have a significant impact on fire or paramedic services to the remainder of the community. The project would be served by Fire Station No. 261 located at 525 E. Citrus Avenue (approximately 1.0 miles from the project site) and is within a minimum response time of five minutes.

4.c) Present capabilities of the Fire Department will not require additional fire or paramedic facilities or equipment as a result of this project. The project will pay Development Impact Fees which have been established by the City to fund public facilities, including fire and paramedic services. Also, the project will provide additional revenue from increased property tax assessment, sales tax revenue (which goes to the General Fund), and other revenue sources that will assist in funding fire service operations.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
5. POLICE SERVICES. Would the proposal result in:				
a) Requiring police services that are beyond the current capabilities of the Police Department?	___	___	___	✓
b) An increase in response time for essential police services to the remainder of the community?	___	___	___	✓
c) The need for additional police facilities or equipment?	___	___	___	✓
d) Increase in crime as a result of the type of business?	___	___	___	✓

Police Services

5.a-d) Present capabilities of the Redlands Police Department would not be adversely impacted with the development of a multi-family residential project with 8 condominiums. Additionally, the project will pay Development Impact Fees which have been established by the City to fund public facilities, including police services, facilities, and vehicles. The project will also provide additional revenue from increased property tax assessment, sales tax revenue (which goes to the General Fund), and other revenue sources that will assist in funding police services and operations.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
6. DOWNTOWN IMPACTS. Would the proposal result in:				
a) A reduction of the number or types of businesses located in the downtown?	___	___	___	✓
b) An unfair or unreasonable competitive disadvantage to existing businesses downtown?	___	___	___	✓

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Creation of vacant buildings and the potential for blight?	___	___	___	✓
d) Cause an unreasonable increase in traffic downtown?	___	___	___	✓
e) Economic and social effects of businesses competing with downtown businesses?	___	___	___	✓

Downtown Impacts

6.a-e) The proposed development consists of a multi-family housing project with 8 condominiums, which is located south of the City's downtown area. The proposed project will not negatively affect the businesses located within the Downtown Business District as the proposed project is a residential project that would place residents close to the walkable downtown, in proximity of retail and commerce. Additionally, the project proposes sufficient parking for its residents and therefore, will not impact the traffic and parking of the Downtown Business District. The proposal does not include any competing businesses and is likely to positively increase economic and social interactions within the area.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
7. RESIDENTIAL DESIGN. Would the proposal:				
a) Conflict with existing codes and or standards?	___	___	___	✓
b) Meet minimum point standards of the Residential Development Allocation process?	___	___	___	N/A

Residential Design

7.a,b) The proposed project will comply with all appliable zoning regulations, engineering and construction design standards, and California Building Code and Fire Code requirements. Verification of compliance will be done prior to building permit issuance. The provisions of the Redlands Municipal Code (Title 19) pertaining to

the Residential Development Allocation process are not applicable under current State law (and City Council Resolution No. 8082 adopted on May 19, 2020). No further additional information or evaluation is needed.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
8. CULTURAL FACILITIES. Would the proposal result in:				
a) Impacts to an historic residential structure, neighborhood, or district?	___	___	✓	___
b) Impacts to an historic commercial structure or district?	___	___	___	✓
c) Impacts to cultural facilities such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Center, Community Center, etc.?	___	___	___	✓
d) Have the potential to cause a physical change which would affect unique ethnic cultural values?	___	___	___	✓
e) Potential to disturb existing religious facilities	___	___	___	✓
f) Impact or restrict religious or sacred uses.	___	___	___	✓

Cultural Facilities

8.a,b) The site is within the Early Redlands Historic and Scenic (HD No. 3) District. The proposal was designed to the standards of our Historic Architectural Design Guidelines and design standards established by the NPS, along with reviewed by HSPC Commissioners for architectural compatibility. As a result, the proposal will not have significant impacts to the historic district, residential structure, neighborhood, or district.

8.c) The project will not detrimentally affect any civic or cultural facilities such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Center, Community Center, etc. The project will pay Development Impact Fees and provide an increase in revenue to the City from increased property tax assessment, sales tax, and other revenue sources that may assist in providing funding for existing cultural facilities. Thus, the project will not have an adverse impact on cultural facilities.

8.d) No part of this project has the potential to affect unique ethnic cultural values.

8.e,f) There are no religious facilities located within or adjacent to the project site. Therefore, no part of this project will result in impacts to existing religious facilities or restrict religious or sacred uses.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
9. PARK FACILITIES AND RECREATIONAL PROGRAMS. Will the proposal result in:				
a) Increases in use or demand for park facilities or programs to include manpower, facilities or equipment?	___	___	___	✓
b) A ratio of parkland to population which exceeds standards and or goals established by the General Plan?	___	___	___	✓

Park Facilities and Recreational Programs

9.a,b) The proposed project is for 8 units and no impacts to public parks are expected for this number of units. Therefore, the project will not substantially or adversely affect existing or planned park facilities or recreational programs within the City nor create a significant new demand for additional recreational facilities. The project will pay development impact fees and provide an increase in revenue to the City from increased property tax assessment, sales taxes (which will go into the General Fund), and other revenue sources that will assist in providing funding that is used to benefit public park facilities and recreational programs.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
10. LAND USE COMPATIBILITY. Would the proposal result in:				
a) Land uses that are not compatible or consistent with the General Plan?	___	___	___	✓
b) Economic impacts on businesses and small property owners from a project?	___	___	___	✓
c) Physical separation or division of an existing community?	___	___	___	✓

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Loss of jobs for the community?	____	____	____	✓
e) Overcrowding of housing?	____	____	____	✓

Land Use Compatibility

10.a) The project site has an applicable General Plan land use designation of Office which allows residential consistent with the underlying zoning district, and the proposed project for multi-family apartments is consistent. The project utilizes the Multiple Family Residential (R-3) District. The project will not result in land uses that are incompatible or inconsistent with the General Plan.

10.b) The proposed project is residential in character and will not detrimentally affect any businesses. The project does not pose an economic impact on businesses or small property owners. The proposal is for the development of a multi-family residential project with 8 market-rate condominiums.

10.c) The proposed project has been designed to be compatible with the surrounding residential development and neighborhood and will not physically divide or separate an existing community.

10.d) The proposed project is residential in character and will not detrimentally affect any businesses. No part of this project has the potential to create a loss of jobs to the community.

10.e) The project site applies the General Plan land use designation of Office as allowed, and the proposed project for multi-family residential condominiums is consistent. No part of this project has the potential to result in overcrowding of the current housing stock either within the project itself or within the City of Redlands.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
11. SCHOOLS. Would the proposal result in:				
a) Creating an overcapacity in schools?	___	___	✓	___
b) The need for additional school facilities or equipment?	___	___	✓	___
c) Land uses not consistent with or compatible with existing educational facilities in community?	___	___	✓	___
d) Social or academic impacts on students resulting from school closures.	___	___	✓	___

Schools

11.a-d) The proposed project is an 8-unit market rate multi-family residential development and any impacts to local schools would be less than significant. The project will not manifest a growth-inducing impact, as the project does not have a large potential to adversely impact schools. Additionally, the developer will pay all applicable school impact fees as required by the local school district and will be assessed at the time of building permit issuance.

RESOLUTION NO. 8731

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING COMMISSION REVIEW & APPROVAL NO. 972, CONDITIONAL USE PERMIT NO. 1201, AND TENTATIVE TRACT MAP NO. 20792 FOR A RESIDENTIAL CONDOMINIUM PROJECT LOCATED AT 516 CAJON STREET (APNs: 0173-043-15-0000 AND 0173-043-16-0000).

WHEREAS, the Applicant has submitted development applications for the construction of a residential condominium project consisting of eight (8) dwelling units, within four 2-story buildings, on two vacant parcels located at 516 Cajon Street (APNs: 0173-043-15-0000 & 0173-043-16-0000) in the Administrative & Professional Office (A-P) District (the "Project" or "Project Entitlements"); and

WHEREAS, the proposed condominium development is a conditionally permitted use in the Administrative & Professional Office (A-P) zoning district (subject to approval of a Conditional Use Permit) wherein the project site is located; and

WHEREAS, on October 14, 2025, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and evidence submitted by staff and by members of the public; and

WHEREAS, on October 14, 2025, the Planning Commission recommended approval to the City Council; and

WHEREAS on or about November 3, 2025, notice of the City Council's public hearing for the Project and the related Project Entitlements was sent by U.S. Mail to property owners within a 300-foot radius of the project site; and

WHEREAS on or about November 7, 2025, notice of the City Council's public hearing for the Project and the related Project Entitlements was published in a newspaper of general circulation; and

WHEREAS, following the public hearing on November 18, 2025, the City Council determined that approval of the proposal 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. 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. There is no information or evidence that the proposed project may result in any potentially significant environmental effects, and the proposal satisfies all applicable criteria for exemption in accordance with CEQA Guidelines Section 15332.

SECTION 2. ADOPTION OF SOCIO-ECONOMIC COST/BENEFIT STUDY. The Socio-Economic Cost/Benefit Study found that the estimated net new revenues to be generated for the City can be expected to total $11,445 annually (for a positive cost/benefit ratio of 1.94) after development of the Project. The Socio-Economic Cost/Benefit Study found that the proposed Project would not create any significant unmitigable physical blight or overburden public services in the community, and therefore, is hereby adopted.

SECTION 3. GENERAL PLAN CONSISTENCY. The proposed Project is consistent with the existing General Plan land use designation as 'Office' and applicable policies.

SECTION 4. APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 972. Commission Review & Approval No. 972 is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A," Exhibit "B," and 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 subject property is adequate in size and shape to accommodate the proposed use, including setbacks, landscaping, private and common open space, driveways, on-site parking, lighting, utilities, and other required improvements necessary to serve the proposed use and structures. The proposed project complies with the applicable development standards for the Multiple Family Residential (R-3) District, which is applied for residential projects within the Administrative & Professional Office (A-P) District. The proposed project will be compatible with the adjacent commercial and 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 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 structure. The existing roadways are designed to carry the type and quantity of residential traffic to be generated by the proposed use, including existing traffic from the existing commercial offices along East Olive Avenue. The subject property will be accessed from an existing alleyway on the west side of the property, which is accessed by both West Home Place and West Cypress Avenue. Additionally, the new driveway will have improvements constructed as part of the conditions of approval. The existing alleyway can accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project.

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 public health, safety, and the general welfare. Conditions of Approval are provided by the Planning Division, Building & Safety Division, and Land Use Engineering Division. The project has been designed 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 5. APPROVAL OF CONDITIONAL USE PERMIT NO. 1201. Conditional Use Permit No. 1201 is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C."

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

The project site is within the Administrative and Professional Office (A-P) land use district which permits residential uses, including medium density and condominium developments. The site will comply with the development standards for the Administrative and Professional Office (A-P) District, which specify that residential land uses are permitted and conditionally permitted according to the development standards listed within Multiple Family Residential (R-3) zone and other applicable development standards contained in the Redlands Municipal Code. The Conditional Use Permit allows for conditions to be placed on the project to mitigate any potential impact to surrounding land uses.

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

The proposed residential development project will not be detrimental to the public health, safety and welfare. The proposed project will be constructed in compliance with all applicable design and engineering requirements, including the California Building Code, California Fire Code, applicable provisions of the Redlands Municipal Code, and all applicable site design and engineering standards. The site and design of the project has also undergone additional design review for applicable historic design standards.

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 will comply to the maximum extent feasible with the regulations of the City's 2035 General Plan, the applicable zoning district, and the City's development standards. The General Plan designation for the project site is Office (O). The Office land use category also permits residential uses consistent with the underlying zoning district, which in this case is Multiple Family Residential (R-3). The proposed development will be in conformance with the applicable development standards of the R-3, Multiple Family Residential zone and applicable design and development standards.

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

The project location for the proposed residential development is within a historical neighborhood (Historic District No. 3) and along the Cajon Street corridor. This core neighborhood in Redlands has been fully developed for several decades and includes a variety of residential uses in the surrounding neighborhoods as well as professional office uses along Cajon Street.

SECTION 6. APPROVAL OF TENTATIVE TRACT MAP NO. 20792. Tentative Tract Map No. 20792 (for condominium purposes) is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C."

1. That the proposed map is consistent with the general plan or any applicable specific plan, or other applicable provisions of this code.

The proposed project site is designated for Office land uses on the General Plan Land Use Map. The Office land use designation includes residential uses in conformance with definition of the Office land use designation. The existing zoning designation for all subject properties is currently Administrative and Professional Office (A-P) and the General Plan land use designation as "Office (O)," and therefore, the proposed land use will be consistent with the applicable provisions of this code.

2. That the site is physically suitable for the type of development.

The project site is physically suitable for the type of development, which consists of multiple residential buildings. The site has a flat and level topography, has been previously graded and developed for urban development, and is suitable to be developed in accordance with requirements of the applicable R-3, Multiple Family Residential Zone. All on-site improvements and off-site improvements proposed as part of the project's design will meet all applicable City standards.

3. That the site is physically suitable for the density of development.

The proposed Tentative Tract Map will combine a total of two lots and subdivide into nine new parcels for development purposes and create condominium dwelling units. The density standards for R-3 zoning allow for a maximum density of one unit for every 1,450 square feet of lot area. With a lot area of 21,760 square feet, up to 15 units are permitted on this site; however, the applicant is proposing eight condominium units. The site is large enough to accommodate the proposed perimeter improvements, open space areas, landscape areas, driveways, walkways, open space and amenities, and other site design features.

4. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

There are no environmental effects or impacts that will result from the project, and there is no information or evidence of any potentially significant environmental impacts. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

5. That the design of the subdivision or type of improvements are not likely to cause serious public health problems.

The proposed residential subdivision and is not likely to cause any serious public health problems, as the project is designed with improvements that meet all City and State building and fire codes, no objectionable emissions or odors will be associated with the development, and the project will be developed and operated in accordance with the City's noise ordinance.

6. That 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 not conflict with any easements for the public at large for access through or use of property within the proposed subdivision. Existing alley right-of-way and Cajon Street right-of-way will not be affected by the proposed project or improvements.

7. Subject to Section 66474.4 of the Subdivision Map Act, that the land is not subject to a contract entered into pursuant to the California land conservation act of 1965 (commencing with section 51200 of the Government Code) and that the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use.

The project site and all properties are not subject to a Williamson Act Contract.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 18th day of November, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 18th day of November, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson,
City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICES DEPARTMENT

Planning Division

1. This permit/approval for the construction of a residential condominium project consisting of eight (8) dwelling units, within four 2-story buildings totaling approximately 11,200 square feet, on two vacant parcels located at 516 Cajon Street (APNs: 0173-043-15-0000 & 0173-043-16-0000) in the Administrative & Professional Office (A-P) District and the Early Redlands Historic and Scenic Preservation District (Historic District No. 3).

2. This permit/approval shall automatically expire 24 months after the approval date (will expire on November 18, 2027) unless Developer has diligently developed the proposed project, as shown by the issuance for a grading, foundation, engineering, or building permit(s). An extension of time may be granted in accordance with Sections 18.12.140 and 18.92.090 of the Redlands Municipal Code, and Sections 17.07.110 and 17.07.120 (Subdivision Regulations) of the Redlands Municipal Code.

3. 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.

4. 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.

5. By signing and/or using this permit, the permittee acknowledges all of the conditions imposed and accepts this permit subject to those conditions and with full awareness of the applicable provisions of the Redlands Municipal Code including Title 15 (Buildings and Construction), Title 16 (General Plan), Title 17 (Subdivision Regulations), and Title 18 (Zoning Regulations). Failure of the permittee to sign these conditions does not affect their enforceability by the City or other responsible entity. These conditions are binding upon all future property owners of the subject property.

6. This permit/approval is granted for the project plans dated August 15, 2025 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions.

7. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code.

8. All plans submitted to the City shall reflect all Planning Commission and/or City Council approvals and any other changes required by the Commission, Council and/or staff. This condition applies to site plans, landscape plans, elevations, grading, and all other illustrations, text, or plans submitted to the City in connection with the project.

   Added by Planning Commission 10/14/2025:
   Outdoor lighting shall be downward facing and shall include shielding to contain glare within the subject property. Prior to issuance of a building permit(s) for each building or site improvements, the applicant shall prepare and submit a photometric plan for Plan Check.

9. No Certificate of Occupancy shall be granted for a building or phase, or building permit shall receive final approval and signature, until all applicable Conditions of Approval have been satisfied for that building or phase.

10. 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, landscape plan, or building elevations without first consulting with the Development Services Director or designee.

    Added by Planning Commission 10/14/2025:
    The developer shall utilize natural materials (such as wood or stone) for all exterior architectural materials, consistent with the architectural theme (Craftsman), subject to subsequent review by the Historic & Scenic Preservation Commission. No plastic or artificial materials may be used to substitute for natural materials on the exterior.

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

12. The applicant shall comply with all applicable federal, state, and local laws. Violations or convictions of any of those laws in connection with the use may be cause for revocation of this permit.

13. Prior to issuance of a building permit, Developer shall submit final exterior building material(s) and color scheme for review and approval by the City Planner or designee. 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, etc.); trim features and dimensions around doors, windows, and other openings; exterior lighting, including all fixtures, models and numbers, and light cut sheets or manufacturer sheets; and rooftop equipment screening.

14. 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. Shrubs, hedges, groundcovers, screening landscape, etc., shall be required to be maintained and/or replaced on the subject properties in substantial conformance with the approved landscape planting plan. A qualified arborist or horticulturist may be consulted.

15. Trees shall be allowed to grow to the full genetic height and habit (trees shall not be topped or overly trimmed). Trees shall be maintained using standard arboriculture practices. Trees shall be required to be maintained and/or replaced on the subject properties in substantial conformance with the approved tree planting plan. A qualified arborist or horticulturist may be consulted.

16. 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. Prior to building permit issuance, a lighting and photometric plan shall be submitted 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.

17. Any gutters, downspouts, pipes, and other drainage appurtenances shall be designed and shall be placed (e.g., internal to the building or inside the exterior walls) so that they will not be visible from the front of the property (i.e., from public right-of-way) or other major public vantage points.

18. Utility meters shall be fully screened and incorporated into the overall architectural design of the building (e.g., interior room, cabinet with wing wall, or equivalent complete screening). Any enclosures or screening shall be architecturally treated to match the exterior of the attached structure.

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

20. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Solid Waste Division, or Developer shall arrange for self-hauling to an authorized facility.

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

22. Prior to issuance of building permits, the Developer will need to get the approval of Major Certificate of Appropriateness No. 706, which is a permit for the approval the architectural style, design, and site layout of the proposal and it's conformity with the Historic Architectural Design Guidelines established by the city.

Subdivision Conditions

23. This Tentative Subdivision Map shall automatically expire 36 months after the approval date for the project, unless Developer has diligently developed the proposed project, as shown by the recordation of a Final Map with the San Bernardino County Recorder's Office. This Vesting Tentative Subdivision Map is approved for phases, and filing of multiple Final Maps may extend the expiration in accordance with the applicable provisions of the Subdivision Map Act.

24. This permit/approval is granted for the plans dated August 15, 2024 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions.

25. The Final Tract Map(s) shall comply with the Subdivision Map Act and the Redlands Municipal Code (RMC).

26. The Final Tract Map(s) shall be in substantial conformance with the Vesting Tentative Tract Map and plans submitted by the applicant and placed on file in the office of the Planning Division.

27. Residential condominium construction or future condominium conversions shall comply with the requirements of Chapter 18.156, Article IV (Condominiums and Condominium Conversions), of the Redlands Municipal Code. Such requirements include but are not limited to:

    a. Wall and floor-ceiling assemblies shall conform to the sound insulation performance criteria promulgated in title 25, California Administrative Code, section 1092, or its successor.
    b. The consumption of gas and electricity within each dwelling unit shall be separately metered so that the unit owner can be separately billed for each utility. A water shutoff valve shall be provided for each unit.
    c. All permanent mechanical equipment, including domestic appliances, which is determined by the building official to be a source or potential source of vibration or noise, shall be shock mounted, isolated from the floor and ceiling, or otherwise installed in a manner approved by the building official to lessen the transmission of vibration and noise.

d. The anchorages of the permanent mechanical equipment are to be designed to resist the lateral seismic forces, as required by the current edition of the uniform building code. Failure of the city to identify potential sources of vibration on the approval of a specific vibration system does not prevent the city from subsequently requiring additional modification to the mechanical equipment to prevent vibration or noise from being detected in other condominium dwelling units.

e. The proposed condominium project shall comply with all requirements of building, fire and housing codes, zoning provisions, and other applicable regulations in effect at the time of the application (or as otherwise specified in the approved Development Agreement for the project).

28. Any application(s) for an extension of time of the above expiration date shall be filed with the Planning Division not less than 90 days prior to the expiration date and shall comply with Title 17 (Subdivision Regulations) of the Redlands Municipal Code. Upon application by the subdivider prior to the expiration of the approved or conditionally approved tentative map, the tentative map shall be automatically extended in accordance with the Subdivision Map Act.

29. Prior to Final Tract Map clearance, the applicant shall submit one (1) copy of each of the final Articles of Incorporation, Bylaws of the Homeowners' Association, and Declaration of Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division for review and approval. After recordation of the final CC&Rs, two (2) copies of said recorded CC&Rs shall be submitted to the Planning Division.

30. The applicant shall include the following within the CC&Rs:

a. The CC&Rs shall identify that all sewer lines connecting each unit to the existing public sewers are privately owned, maintained, and operated by the Homeowners' Association.

b. The CC&Rs shall designate that it is the responsibility of the Homeowners' Association to obtain appropriate waste containers to facilitate recycling and to instruct tenants and owners on how to participate in the City's recycling program.

c. The establishment of reserves for common area maintenance and repairs shall be provided.

d. Each condominium dwelling unit shall be provided a minimum of one (1) parking space for units up to 999 square-feet, one and one-half (1.5) parking spaces for units between 1,000 to 1,499 square-feet, and two (2) parking spaces for each unit of 1,500 square-feet or greater. Each parking space shall be located in a fully enclosed garage or parking structure. These residential tenant parking spaces shall be permanently and irrevocably assigned to particular units within the project. In addition, one-half (0.5) open guest parking spaces for each condominium dwelling unit shall be provided (and shall be located either on-site in the parking garage for the same building within which the dwelling unit is located, or within the Building 2 parking structure at the southwest corner of Redlands Boulevard and Orange Street).

e. The CC&Rs shall prohibit the storage or parking of trailers, boats, mobile homes, recreational vehicles, and inoperable vehicles.

f. Any amendments to the CC&Rs, which would affect the parking facilities, common areas, waste recycling, or which would alter the description of land and improvements or maintenance reserve accounts governed by said CC&Rs shall first require the written approval of the City of Redlands.

g. The condominium units shall be constructed and maintained in accordance with the development standards contained in Chapter 18.156 of the Redlands Municipal Code, Article IV (Condominiums and Condominium Conversions), if applicable.

h. The CC&Rs shall designate that any required guest parking spaces shall be owned, maintained, and operated by the Homeowners' Association.

31. Prior to Tract Map clearance, the applicant must obtain a building permit showing occupancy to be condominiums for the applicable dwelling units.

Building & Safety Division

32. Project shall comply with currently adopted California Building Codes at time of construction document submittal for plan review, including the Building Code (CBC), the California Electrical Code, California Mechanical Code, California Plumbing Code, Building Energy Efficiency Standards (Energy Code), California Green Building Standards Code, and applicable provisions of Title 15 (Buildings and Construction) of the Redlands Municipal Code.

33. Residential condominium construction or future condominium conversions shall comply with the requirements of Chapter 18.156, Article IV (Condominiums and Condominium Conversions), of the Redlands Municipal Code. Such requirements include but are not limited to:

a. Wall and floor-ceiling assemblies shall conform to the sound insulation performance criteria promulgated in title 25, California Administrative Code, section 1092, or its successor.

b. The consumption of gas and electricity within each dwelling unit shall be separately metered so that the unit owner can be separately billed for each utility. A water shutoff valve shall be provided for each unit.

c. All permanent mechanical equipment, including domestic appliances, which is determined by the building official to be a source or potential source of vibration or noise, shall be shock mounted, isolated from the floor and ceiling, or otherwise installed in a manner approved by the building official to lessen the transmission of vibration and noise.

d. The anchorages of the permanent mechanical equipment are to be designed to resist the lateral seismic forces, as required by the current edition of the uniform building code. Failure of the city to identify potential sources of vibration on the approval of a specific vibration system does not prevent the city from subsequently requiring additional modification to the mechanical equipment to prevent vibration or noise from being detected in other condominium dwelling units.

e. The proposed condominium project shall comply with all requirements of building, fire and housing codes, zoning provisions, and other applicable regulations in effect at the time of the application (or as otherwise specified in the approved Development Agreement for the project).

34. Approved hours for construction activities are: Monday through Friday, 7:00 a.m. to 6:00 p.m.; and Saturday, 7:00 a.m. to 6:00 p.m. No construction is permitted by contractors or subcontractors after hours, on Sundays, or Federal holidays (RMC Chapter 8.06; RMC 8.06.090(F); RMC 8.06.120(G)).

Other City Departments/Divisions

35. The attached conditions of approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

b. Land Use Engineering Division
c. Building and Safety Department

_____
Brian Desatnik
Development Services Director

EXHIBIT B
CONDITIONS OF APPROVAL
LAND USE ENGINEERING DIVISION

[Attached]

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT NO. 20792 (CONDOMINIUM PURPOSES)
COMMISSION REVIEW AND APPROVAL NO. 972 AND CONDIONAL USE PERMIT NO. 1201

Date of P.C. Meeting:	**October 14, 2025**
Applicant:	**Fahim Tanios**
Location:	**516 and 532 Cajon Street**
Project Description:	**Construct (8) Condominium Units within Two Detached Buildings**

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

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. 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. 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. (City Resolution No. 7671)

2. Plans required to be submitted shall include (RMC 17.17.060):
   a. Tract Map; and
   b. Street Improvement.

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

9. Requirements for Cajon Street (RMC 17.15 and 17.17):

   a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
   b. 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;

c. Use traffic index of 9.0; and

d. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations.

10. Requirements for Alley (RMC 17.15 and 17.17):

    a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;

    b. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the project property line to the alley centerline verified through a geotechnical report;

    c. Construct new centerline ribbon gutter.

11. Provide for adequate drainage facilities. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual (RMC 17.17).

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. 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.

15. Survey and Monumentation cash bond must be posted.

16. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

17. 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. (City Resolution No. 7671)

2. Provide pad certification and compaction report to the Building and Safety Department.

3. 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.)

   * These charges are required for building permit issuance if Final or Parcel Map was not required for the project or charges were not paid with the Final or Parcel 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. Provide for adequate drainage facilities, including any necessary under sidewalk drains. (RMC 17.17)

6. Comply with City of Redlands Landscape Ordinance No. 2724 and submit a landscape/irrigation plan prepared by a licensed landscape architect for review and approval. The irrigation system shall be designed and constructed to make use of future recycled and/or recycled water system.

7. 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.

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

9. 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 Water Source Acquisition Charge; (RMC 13.40)

3. Pay Water Frontage Charges; (RMC 13.12.) and

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 ($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. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

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

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

5. A 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.

6. 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.

7. 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.

8. Execute Subdivision Improvement Agreement. (RMC 17.17.070).

9. 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.

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

4. One mylar copy of recorded tract map shall be furnished to the Municipal Utilities and Engineering Department.

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 30-45 days for processing.

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

AC
Initial

FILE: CRA 972

EXHIBIT C
CONDITIONS OF APPROVAL
BUILDING & SAFETY DIVISION

[Attached]

City of Redlands

Building & Safety Division
35 Cajon St., Suite 20 Redlands, Ca 92373

Building and Safety Comments

CRA #	972	**Review Date**	2/13/24
Project Address	APN 0173-043-15-0000, 0173-043-16-0000		
Project Description	Eight (8) Unit Apartment/Condominiums		
Occupancy Type		**Square Footage**	
Construction Type			

Applicant Name	Fahim Tanios	**Phone**	

Reviewed By:	John Thompson		
Phone#	909-798-7536 x-7	jthompson@cityofredlands.org	

- Note on the plans the construction type, occupancy group(s), and the type of Fire Sprinkler system.
- Show the accessible route from the public right of way, to the units, to the accessible parking, and to the trash enclosure.
- 10 percent (minimum 1) of the parking spaces shall be EV Ready to support Level 2 EVSE. CGC 4.106.4.3
- 25 percent of the total number of parking shall be equipped with low power level 2 charging receptacles.
- 10 percent of at least 1 unit (whichever is greater) shall comply with CBC 1102A.3.1 for accessibility.

Sincerely,

John Thompson
Chief Building Official

City Council Meeting **L. 1.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Reconsideration of the approved design of Pioneer Avenue, from Texas Street to Furlow Drive
(Council Member Tejeda)

MOTION(S):

Should the City Council wish to modify the approved design of this street section, a motion should be made to refer this item back to the Planning Commission to indicate a General Plan Amendment.

RECOMMENDATION:

No recommendation is provided at this time.

DISCUSSION:

This item is being brought before the City Council at the request of Councilmember Tejeda. A portion of the approved alignment for Pioneer Avenue includes a median intended to preserve the existing Deodar Cedar trees along the north side of the street. Councilmember Tejeda has expressed interest in modifying the alignment due to concerns that the median may impede traffic flow along the corridor and because the trees appear unsightly.
In an effort to alleviate traffic congestion at the intersection of Texas Street and Pioneer Avenue that resulted from the opening of Citrus Valley High School, the City Council, in July 2015, approved a General Plan Amendment that added a “Special Collector” street design for the segment of Pioneer from Texas to Furlow. This General Plan Amendment was approved concurrently with a new residential tract north of Pioneer and east of Texas.
The design of the new cross-section was driven by two objectives: the need to widen this section of Texas to four lanes to improve traffic flow through the intersection of Texas and Pioneer, and the desire to preserve the existing Deodar Cedar trees along the north side of Pioneer Avenue. Because the southern half of Pioneer Avenue is already improved to its ultimate alignment,

the widening would need to occur on the north side of the street.
There were two options considered in 2015: 1) remove the trees and widen the street to the necessary width, which would require an additional fourteen feet of right-of-way; or, 2) create a median around the Deodar trees and add the additional roadway width north of the median, which would require an additional thirty-eight feet of right-of-way. At the time, the Deodar trees were estimated to be between seventy-five and one hundred years old. The 2015 agenda report noted that community feedback favored preserving the trees, as they contribute to the aesthetics of Pioneer Avenue and provide potential nesting habitat for local and migratory birds.
The City's staff arborist recently conducted a Level 1 Visual Tree Risk Assessment of the Deodar trees and found that the four trees located on the north side of Pioneer, between Texas Street and Castlegate Avenue, are in poor to moderate condition. Three of the four have missing or "popped" bark on the trunk, all are showing long-term effects of lack of irrigation, and most have damage around the base, likely from vehicle impacts. One of these trees currently meets the City's removal criteria and poses a higher risk to the community than the others. If the remaining three trees are to be preserved, a rehabilitation plan is recommended. The three Deodar trees between Castlegate and Clementine are in average to good condition, although one appears thin.
From a staff perspective, eliminating the median and removing the Deodar trees would provide the benefit of reducing the amount of right-of-way that must be acquired and lower the overall project cost. It would also allow the widening of Pioneer Avenue to be completed more efficiently and within a shorter timeframe. The project would still require some right-of-way acquisition, but considerably less than if the trees were to be preserved in a median.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Danielle Garcia, Management Services Director
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Brian Desatnik, Development Services Director

Fiscal Impact

Fiscal Year: 25-26
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:
The cost of widening Pioneer will need to be born by the City. Most of the right-of-way is already in place as it was required dedication from resential tracts on the north side of Pioneer.

City Council Meeting **L. 2.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2994. An Ordinance of the City of Redlands amending Title 15 (Buildings and Construction), by adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Green Building Standards Code, 2025 California Energy Code, 2025 California Historical Building Code, and the 2025 California Existing Building Code, and making amendments related thereto (Development Services Director Desatnik)

MOTION(S):

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

"I move to introduce Ordinance No. 2994 and the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066, that a public hearing to consider a recommendation to the City Council is to be held on December 2, 2025 at 6:00pm, or as soon thereafter as the matter may be heard."

RECOMMENDATION:

Staff recommends the City Council introduce Ordinance No. 2994 and direct the City Clerk to publish notice that a public hearing to consider a recommendation to the City Council is to be held on December 2, 2025 at 6:00 pm.

DISCUSSION:

Title 15 of the Redlands Municipal Code (RMC) contains administrative and technical requirements for building construction within the jurisdiction of the City of Redlands. RMC adopts State building standards and additional model codes by reference. The California Code of Regulations, Title 24, also referred to as the California Building Standards Code consists of Parts 1

(Administrative Code), 2 (Building Code), 2.5 (Residential Code), 3 (Electric Code), 4 (Mechanical Code), 5 (Plumbing Code), 6 (Energy Code), 7 (Wildland-Urban Interface Code), 8 (Historical Building Code), 9 (Fire Code), 10 (Existing Building Code), 11 (Green Building Standards Code) and 12 (Referenced Standards Code). The adoption process takes place every three years and the latest update was published by the State on July 1, 2025. The 2025 California Building Standards Codes will go into effect on January 1, 2026.

The California Building Standards law provides that any city and/or county may establish more restrictive building standards than those contained in the California Building Standards Code that are reasonably necessary because of local climatic, geological, or topographical conditions. Administrative provisions in the code can be amended as needed. With the adoption of this Ordinance, staff is proposing amending the Building Standards Code and adopting applicable localized standards. The localized amendments that will be addressed under this ordinance will be located in Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 of the Redlands Municipal Code. These amendments encompass fencing and walls standards and permitting, construction site safety protocols, hazardous materials safety protocols, permit processing, utility coordination, board of appeals relating to code administration, fire protection related to roof construction in high fire zones, awning installation and permitting, temporary use of streets and alleys, grading protocols, swimming pool safety, sewer and plumbing code administration, plumbing code permit violation standards, electrical code administration and permit violation standards, restrictions of electric fencing, prohibition of utilizing used electrical materials, trailer, commercial, mobile home connections, and mechanical code administration with permit violation standards. All of these amendments are carry-overs from the previous code adoption.

The Fire Code and Wildland Urban Interface Code will be amended and adopted by the Fire Department in a separate Ordinance.

ALTERNATIVES:

The City Council may request this item to be continued for additional clarification or information regarding the Ordinance.

STRATEGIC PLAN:

Supports Objective D-4: Modernize the RMC (Redlands Municipal Code) - Modernize Title 15 (Buildings and Construction)

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

PREPARED BY:
John Thompson, Chief Building Official

Fiscal Impact

Fiscal Year: 2025/2026
Appropriation Required Y/N: No
Discussion:
There are no fiscal impacts associated with the proposed ordinance.

Attachments

2994 Ordinance - Legislative
2994 Ordinance - Clean

ORDINANCE NO. ~~2950~~XXXX

AN ORDINANCE OF THE CITY OF REDLANDS AMMENDING CHAPTERS 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE ADOPTION OF THE ~~2022~~ 2025 CALIFORNIA BUILDING CODE VOLUME 1 AND 2 (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2 INCLUDING APPENDICIES G, H, I, J), ~~2022~~2025 CALIFORNIA RESIDENTIAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2.5 INCLUDING APPENDICES ~~AH~~ BF, ~~AJ~~BO, ~~AS~~BJ, AND ~~AX~~ CI), ~~2022~~ 2025 CALIFORNIA ELECTRICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3), ~~2022~~ 2025 CALIFORNIA MECHANICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4), ~~2022~~ 2025 CALIFORNIA PLUMBING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5), ~~2022~~ 2025 CALIFORNIA ENERGY CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6), ~~2022~~ 2025 CALIFORNIA HISTORICAL BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 8), ~~2022~~ 2025 CALIFORNIA EXISTING BUILDING CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 10), ~~2022~~ 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11), BY REFERENCE, AND MAKING AMENDMENTS THERETO.

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 empower the City to adopt by reference various uniform codes, including the California Building Code and California Residential Code, ~~2022~~ 2025 editions, published by the International Code Council; California Electrical Code, ~~2022~~ 2025 edition, published by the National Fire Protection Association; California Plumbing Code, ~~2022~~ 2025 edition and California Mechanical Code, ~~2022~~ 2025 edition, published by the International Association of Plumbing and Mechanical Officials, and the California Green Building Standards Code, ~~2022~~ 2025 edition, published by the International Code Council, California Energy Code, 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission, California Historical Code and the Existing Building Code, ~~2022~~ 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission; and

WHEREAS, Health and Safety Code Section 17958.7 authorizes the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, the City Council of the City of Redlands (the "City Council") is informed and finds that the area in which the City is located receives relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures all of which are conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that the area in which the City is located is subjected to extremely strong winds, commonly referred to as Santa Ana winds, which reach speeds of 80 miles per hour in the City, result in extensive damage, and are also conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that within the City there are four earthquake faults (Redlands Heights, Banning, Crafton, and the Redlands Faults), and three other faults (Loma Linda, San Jacinto, and the San Andreas Faults) are immediately adjacent to the City, creating the potential for catastrophic damage and fire hazards; and

WHEREAS, the City Council has determined that because the City is subject to the above referenced climatic, geological, and topographical conditions that amendments to the California Building Standards Codes are necessary to protect life and property;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOW:

Section 1. That existing Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22, 15.23 of Title 15 of the Redlands Municipal Code are hereby amended to read as described in Exhibit "A" to this ordinance.

Section 2. That the City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

Section 3. That the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066 of a public hearing to be held on November ~~15~~XX, ~~2022~~ 2025 at 6:00pm, or as soon thereafter as the matter may be heard in the Redlands City Council Chambers located at 35 Cajon Street, Redlands, California regarding the City Council's proposed adoption of this ordinance.

Section 4. In the event that any provision of this ordinance, or any part hereof, or any application hereof to any person or circumstances, is for any reason held to be unconstitutional or otherwise invalid or ineffective by a court of competent jurisdiction on its face or as applied, such holding shall not affect the validity of the remaining provisions of this ordinance, or any part hereof, or any application hereof to any person or circumstance or of said provision as applied to any other person or circumstance. It is hereby declared to be the legislative intent of the City that this ordinance would have been adopted had such unconstitutional, invalid, or ineffective provision not been included herein.

Section 5. 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 the a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

_____
~~Paul T. Barich~~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 ___ day of _____, ~~2022~~2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

CHAPTER 15.04

CALIFORNIA BUILDING CODE (CBC)

SECTIONS:

15.04.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE
15.04.020: SCOPE AND ADMINISTRATION
15.04.030: FIRE PROTECTION SYSTEMS
15.04.040: MINIMUM ROOF COVERING CLASSIFICATIONS
15.04.050: AWNINGS
15.04.060: TEMPORARY USE OF STREETS AND ALLEYS
15.04.070: GRADING
15.04.080: VIOLATION; PENALTY

15.04.010: DOCUMENTS ADOPTED BY REFERENCE--COPIES ON FILE:

That certain document on file in the office of the City Clerk of the City marked and designated as the ~~2022~~2025 California Building Code, Volumes 1 and 2, including Chapters 1, as amended, and Appendix G, H, I and J, as amended, is adopted as the building code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.04.020 SCOPE AND ADMINISTRATION:

The following sections and subsections of the California Building Code, Chapter 1, Division II, Sections 105 through 113.4 are added and/or amended as follows:

A. CBC Chapter 1, Division II, Section [A]105.2, of the California Building Code entitled "Work exempt from permit" is hereby amended by amending items 2 and 4, and adding a new item 14, to read as follows:

2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the lowest adjacent grade to top of the wall and does not serve as a swimming pool enclosure as required by section 15.06.080 of the Redlands Municipal Code.

4. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

14. Flagpole not more than 30 feet in height measured from the lowest adjacent grade the top of the pole on a residential zoned lot.

B. CBC Chapter 1, Division II, Section 105.3.1 entitled “Action on Application”, is hereby amended by the addition of two (2) exceptions to read as follows:

Exception 1: A permit shall not be issued for work on property within an area which may be unsafe or for which no public access for such work is provided, or, because of the hazards, there is no way in which the work can be done so that it will be safe;

Exception 2: A permit shall be withheld or denied if the chief building official finds there are existing violations of the provisions of RMC Title 15 or any other provisions found in the Redlands municipal code, on site.

C. CBC Chapter 1, Division II, Section 105.6, entitled "Suspension or Revocation", is hereby amended by the addition of the following two (2) paragraphs to read as follows:

The chief building official may, in writing, suspend or revoke a permit issued under the provisions of this code if dust is generated in excess of local, state, or federal standards, or conditions of project approvals.

Failure to keep the site clear of debris or properly contain asbestos containing materials may cause the permit to be suspended or revoked and the site to be declared a public nuisance and abated as provided for by law.

D. CBC Chapter 1, Division II, Section 107.6, entitled "Demolition and/or Remodeling Permits", is hereby added to read as follows:

The chief building official may require that a detailed schedule be provided to ensure demolition or remodeling work progresses expeditiously and debris is hauled from the site as generated.

E. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code is amended by the addition of the following sentence:

Prior to the issuance of a permit for the performed work an investigation permit shall be issued, and an inspection performed.

F. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code amended by adding the following paragraph to the end of the section.

Investigation fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be equal to the minimum fee as defined in Section 109.2. The payment of such investigation fee shall not exempt any person from

compliance with all other provisions of this code nor from any penalty prescribed by law.

G. CBC Chapter 1, Division II Section [A] 109.6 of the California Building Code is deleted in this entirety and hereby amended by adding the following section:

Fee Refunds. The Chief Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Chief Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no inspections have been performed under a permit issued in accordance with this code.

The Chief Building Official may authorize refunding of not more than 80 percent of the plan review fee when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is performed.

The Chief Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 calendar days after the date of fee payment.

H. CBC Chapter 1, Division II Section [A] 109.7 entitled "Re-Inspections" is hereby added to read as follows:

A fee may be assessed in the following scenarios at the fully burdened hourly inspection rate as adopted by fee resolution and shall be paid prior to the re-inspection of the work being scheduled.

1. Re-inspection performed for work that previously received corrections and those corrections were not addressed.
2. Building permit is not posted or otherwise available on the work site
3. City approved plans are not available for scheduled inspection
4. Failure to provide inspector access to the work performed on the date for which the inspection was scheduled.
5. Deviation from the City approved plans

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

I. CBC Chapter 1, Division II, Section [A] 111.3 entitled "Temporary Occupancy", is hereby deleted in its entirety and rewritten to read as follows:

If the chief building official finds that no substantial hazard will result from occupancy of any building or portions thereof before the same is completed, the

chief building official may issue a Temporary Certificate of Occupancy (TCO) for the use of a portion or portions of a building or structure, provided an administrative fee, as established by resolution of the city council, is paid for that temporary certificate of occupancy. Prior to the expiration of the TCO, an inspection shall be performed, and Permanent Certificate of Occupancy issued or the building vacated until all outstanding conditions of approval are completed.

J. CBC Chapter 1, Division II, Section [A] 111.5, entitled "Certificate of occupancy a requirement for issuing a city business license", is hereby added to read as follows:

No license to conduct a business, occupation or profession in a particular building or structure in the city of Redlands shall be issued by the finance director of said city until the building official has ~~certified~~ issued an appropriate certificate of occupancy for the business occupancy classification has been issued as required by this code.

K. CBC Chapter 1, Division II Section [A] 113.1, entitled "General", is hereby amended to read as follows:

General. In order to hear and decide appeals of orders, decisions or determination made by the Chief Building Official relative to the application and interpretation of this code, the Planning Commission shall serve as the board of appeals. The Chief Building Official, Director of Development Services and the Fire Marshall of the City shall serve in an advisory capacity when requested to do so. Commission members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

L. CBC Chapter 1, Division II Section [A] 113.~~4~~5 of Chapter 1, Division II entitled "Procedures", is hereby added to read as follows:

Procedures. An application for an appeal shall be based on a claim that the true intent of this code or other rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply or an equally good or better form of construction is proposed. After notice to such parties as the board may direct, a hearing shall be held and the board may affirm or deny the decision of the chief building official. The board's determination shall be in writing to the chief building official with a copy to the appellant. If the appellant disagrees with the decision of the board, he may appeal the decision to the city council. Such appeal shall be filed with the city clerk within fifteen (15) days of the decision by the board.

15.04.030 FIRE PROTECTION SYSTEMS:

CBC Chapter 9, Division II, Section 901.2 of the California Building Code is hereby amended by

the addition of a sentence to read as follows:

See Redlands Municipal Code, Title 15, and Chapter 15.20: Fire Code, for additions and amendments to this chapter.

15.04.040 MINIMUM ROOF COVERING CLASSIFICATIONS:

CBC Chapter 15, Division II, Table 1505.1 of the California Building Code is hereby amended to read as follows:

Table 1505.1

Minimum Roof Covering Classification for different types of construction for new buildings, re-roofs or additions.

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	B*	B*	B*

*See Section 1505.1.1 for Class A Roof Coverings in ~~Very-High Fire Hazard Severity~~Moderate, High, and Very High Fire Hazard Severity Zones.

15.04.050 AWNINGS:

CBC Chapter 31, division II, sections 3105.4, 3105.4.1, 3105.4.2, 3105.4.3, and 3105.4.4 are hereby added to read as follows:

3105.4 **General**. This section shall apply to awnings projecting over public and/or private property.

3105.4.1 **Definitions**. For the purpose of the section:

Ladder access area is the air space required for a ladder to rest upon the ground, street, or sidewalk and be supported by a building windowsill, permanent appendage, and parapet or roof eave at an angle of 75 degrees from the horizontal.

Collapsible is the property of an awning which will enable it to be readily collapsible, retractable or capable of being folded against the face of the supporting building without the use of a tool, special effort or special knowledge.

3105.4.2 **Construction**. Awnings shall have non-combustible frames but may have fabric coverings that meet fire resistance criteria as outlined in CBC §3105.3. Every awning with non-combustible coverings and every fabric covered awning which projects into the ladder access area, as defined above, shall be collapsible.

Exception: A fixed awning not more than ten (10) feet in length may be erected over a doorway to the building.

3105.4.3 **Projection**. Awnings may extend over public or private property not more than seven (7) feet from the face of the supporting building, but no portion shall extend nearer than two (2) feet to the face of the nearest curb or edge of the traffic way measured horizontally. In no case shall the awning extend over public property greater than two-thirds of the distance from the property line to the nearest curb in front of the building nor shall any portion of the awning be closer to the side or rear property lines than would be permitted by the current edition of the California building code for projections.

3105.4.4 All portions of an awning shall be at least eight (8) feet above any public or private walkway.

Exception: Any valance attached to an awning shall not project above the roof of the awning at the point of attachment and shall not extend more than twelve (12) inches below the roof of the awning at the point of attachment, but in no case shall any portion of a valance be less than seven (7) feet in height above a public or private way.

15.04.060 TEMPORARY USE OF STREETS AND ALLEYS.

CBC Chapter 33, Division II, Section 3308.3 of the California Building Code is hereby added to read as follows:

Public streets and alleys shall not be utilized by persons doing construction or demolition work until proper clearance has been obtained from the City Engineer. Whenever requested, plot plans and construction details shall be submitted to the City Engineer for review. The City Engineer may approve, modify or deny a request to utilize public streets by persons during construction and/or demolition and his decision shall be based on findings relative to hazards to life and limb, traffic safety and/or to excessive traffic or pedestrian congestion. Where damage to public property could result, proper bonds and insurance as specified by the City Engineer may be required. Failure to obtain proper clearance for use of public property may result in a finding that the materials constitute a public nuisance and a hazard to persons or property and are subject to abatement and/or removal as provided by law.

15.04.070 GRADING.

The following sections and subsections of the California Building Code Appendix J Sections J101 through J114 3are hereby added and/or amended to read as follows:

A. CBC Appendix J, Section J101.1 entitled "Scope" is hereby amended to read as follows:

The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. In addition, the designs of the work as described above need to meet the recognized and accepted civil and geotechnical engineering practices and principles.

B. CBC Appendix J, Section J101.3 entitled "Enforcement Authority" is hereby added to read as follows:

The City Engineer shall have the authority for the enforcement of CBC Appendix J and any amendments thereto. The words "Chief Building Official" as hereinafter used shall mean City Engineer.

C. CBC Appendix J, Section J101.4 entitled "Hazardous Conditions" is hereby added as follows:

Whenever the Chief Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Chief Building Official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

D. CBC Appendix J, Section J103.2 of the California Building Code is hereby amended to read as follows:

J103.2 Exemptions:
A grading permit shall not be required for the following:

1. Grading in an isolated, self-contained area provided there is no danger to the public and that such grading will not adversely affect adjoining property. A determination of exemption per this section shall be made by the City Engineer.

2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1524mm) after the completion of such structure.

3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.

5. Excavations for wells or trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.

7. Exploratory excavations performed under the direction of soil engineers or engineering geologists.

8. A fill less than 1 foot (305mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or a cut less than 3 feet (914mm) in depth, not intended to support structures, or does not exceed 50 cubic yards (38.3m) on any one lot and does not obstruct a drainage course.

9. Grading by public agencies or their agents, in connection with construction or maintenance of roads or facilities for the generation, storage, or transmission of water including flood waters or water for the purpose of producing electrical energy.

10. Grading performed by disking or plowing for agricultural purposes in connection with the preparation of soil for crop or animal use.

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City.

E. CBC Appendix J, Section J104.5 entitled "As Built Plans" is hereby added to read as follows:

The permittee shall provide a copy of as-built plans to the City for a permanent record at the end of the approved grading work.

F. CBC Appendix J, Section J105.1 of the California Building Code is hereby amended to read as follows:

Inspections shall be governed by Section 110, Chapter 1, Division II of this code and requirements established, by approved policies and procedures of the Engineering Division. An engineer shall provide grading inspections and certifications for the work.

G. CBC Appendix J, Section J109.4 of the California Building Code is hereby amended to have the following sentences added at the end of the section:

For Single Family Lot Drainage

1. Whenever possible, drainage from single family lots shall flow directly to a street.

2. If it should be determined necessary to allow offside drainage to flow through a single-family lot (to preserve down lot views, aesthetics, accept flow from offsite property, etc.), the following shall apply:

    a. Drainage from only one lot shall flow through only one other lot.

    b. A drainage easement shall be provided/obtained over the lot accepting the drainage.

    c. The drainage shall be contained within either a concrete/rock lined swale or a reinforced concrete pipe.

    d. The drainage facility shall be designed with excess capacity to account for the probable lack of necessary maintenance. Therefore, it shall be designed to convey two times the runoff from a 100-year storm with the minimum diameter for a pipe being 12 inches.

H. CBC Appendix J Section J110.3 entitled "Temporary erosion control during construction", is hereby added to read as follows:

The permittee shall put into effect and maintain all precautionary measures necessary to protect adjacent watercourses and public or private property from damage by erosion, flooding, and deposition of mud or debris origination from the site during the grading operation regardless of lot size.

I. CBC Appendix J Section J112 entitled "Protection of adjacent property" is hereby added to read as follows:

During grading operations, the permittee shall be responsible for the prevention of damage to adjacent property and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking, or other damage which might result.

J. CBC Appendix J Section J113 entitled "Dust control" is hereby added to read as follows:

The owner of the site or the project contractor shall put into effect and maintain all precautionary measures necessary to prevent dust blowing from the site to adjacent properties. Prior to the permit issuance, dust control sign and required contact information as required by the department's policy shall be installed at the site.

15.04.070: VIOLATION; PENALTY:

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any residential building in violation of this chapter. Such person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.06

RESIDENTIAL BUILDING CODE

SECTIONS:

15.06.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.06.020: Work exempt from permit
15.06.030: Temporary Occupancy
15.06.040: Board of Appeals
15.06.050: Geotechnical Evaluation
15.06.060: Minimum Roof Classification
15.06.070: Swimming Pool Safety
15.06.080: Violation; Penalty

15.06.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the ~~2022~~ 2025 California Residential Code including Chapters 1, 4, and 9 (as amended), and Appendices ~~AH~~BF, ~~AJ~~BO, ~~AS~~BJ, and ~~AX~~ CI (as amended) are adopted as the residential code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.06.020: WORK EXEMPT FROM PERMIT:

CRC chapter 1, division II, section R105.2 (2) and (3) is hereby deleted and rewritten to read as follows:

~~See Redlands Municipal Code, Title 15, Chapter 15.06.20(A)~~ 2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height

3. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

15.06.030: TEMPORARY OCCUPANCY:

CRC chapter 1, division II, section R110.4 is hereby deleted in its entirety and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.04.020(H) for additions and amendments to this section.

15.06.040: BOARD OF APPEALS:

CRC chapter 1, division II, section R112 is hereby deleted in its entirety and rewritten to read as follows:
See Redlands Municipal Code, Title 15, Chapter 15.04.020(~~L~~K)(~~M~~L) for additions and amendments to this section

15.06.050 GEOTECHNICAL EVALUATION

CRC Chapter 4 Division II Section R401.4.1 of the California Residential Code is hereby amended by adding a sentence at the end of the section to read as follows:

> A geotechnical or soil report is required for the new construction or when the aggregate size of additions to the original structure exceed 50%.

15.06.060 MINIMUM ROOF COVERING CLASSIFICATION

A. CRC chapter 9, subsection 902.1.1 shall be amended in part in terms of being retitled as follows:

   Roof Coverings within the fire hazard areas as designated by the City of Redlands Fire Chief on the Fire Hazard Map.

B. CRC chapter 9, division II, section R902.1.~~3~~2 of the California residential code is hereby amended to read as follows:

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class B.

C. The remainder of the subsection shall remain unchanged.

15.06.070 SWIMMING POOL SAFETY

A. CRC appendix ~~AX~~CI, section 115922 (a) is hereby amended to read as follows:

Except as provided in Section 115925, when a building permit is issued for the construction of a new pool and/or spa or the remodeling of an existing pool and/or spa at a private single-family home, the respective swimming pool and/or spa shall be equipped with item #1 and at least one addition of the following seven drowning prevention features:

B. CRC appendix ~~AX~~CI, section 11592~~3~~23 (a) (1) is hereby amended to read as follows:

An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in 115922 (a) ~~#~~(4) or ~~#~~(5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

15.06.080 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.08

CALIFORNIA PLUMBING CODE

SECTIONS:

15.08.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.08.020: BOARD OF APPEALS
15.08.030 BUILDING SEWERS
15.08.040 PRIVATE SEWAGE DISPOSAL SYSTEMS
15.08.050: VIOLATION; PEANALTY

15.08.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Plumbing Code, ~~2022~~2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the Plumbing Code of the City and all of the regulations, provisions, conditions and terms of the California Plumbing Code are referred to and are adopted and made part of this chapter.

15.08.020 BOARD OF APPEALS.

CPC Chapter 1, Division II, Section 107, is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Plumbing Code.

15.08.030 BUILDING SEWERS

CPC Chapter 7, Division II, Section 713.4 is deleted in its entirety and rewritten as follows:

> 713.4 Public Sewer Availability.
>
> The public sewer shall be considered as not being available where such public sewer is more than two hundred (200) feet for the first dwelling unit and an additional one hundred (100) feet for each subsequent dwelling unit from the nearest point of the property that is served by such public sewer. A property owner, or his authorized representative, may request in writing a waiver based upon technical infeasibility due to site constraints. This request shall be reviewed by the Chief Building Official and a determination given in writing.

15.08.040: PRIVATE SEWAGE DISPOSAL SYSTEMS:

CPC chapter 1, division II, chapter 7 section 721.2.1 are hereby added to read as follows:

721.2.1 Location of private sewage disposal systems.

All components of an onsite wastewater treatment system shall be located in the front yard area as defined in Redlands Municipal Code.

Exception: If site constraints exist that prevent the placement of the onsite wastewater treatment system in the front yard an alternate location providing vehicle access for the future replacement and servicing shall be provided. If vehicle access is not provided as a result of structures or topography, then both the primary and 100% expansion effluent dispersal fields shall be installed.

15.08.040 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.10

CALIFORNIA ELECTRICAL CODE

SECTIONS:

15.10.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.10.020: APPEALS BOARD
15.10.040: ELECTRIC FENCES
15.10.040: USED MATERIAL
15.10.050: TRAILERS, MOBILHOMES, COMMERCIAL COACHES AND HOUSE CARS:
15.10.060: VIOLATION–PENALTY

15.10.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Electrical Code, ~~2022~~ 2025 Edition and Annexes thereto, is adopted as the Electrical Code of the City and all regulations, provisions, conditions, and terms of such electrical code and amendments are referred to and adopted and made a part of this chapter.

15.10.020 BOARD OF APPEALS.

CEC Article 89, Section 89.108.8 shall be deleted in its entirety and shall be rewritten to read as follows:

> Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Electric Code.

15.10.030 ELECTRIC FENCES:

CEC article 90, section 90.10 is hereby added to read as follows:

> It is unlawful to install ~~any type of~~ an electric fence within the city of Redlands. Prohibited electric fences include, but are not limited to, those energized by battery, generator or electrical utility. Electrified security fences that are not in a residential zone and meet the requirements of California Civil Code § 835 are permitted. A building permit is required for an electrified security fence.

15.10.040 USED MATERIAL:

CEC Article 90, Section 90.~~11~~10 is hereby added to read as follows:

> Previously used electrical material shall not be reused without prior written approval of the Chief Building Official.

15.10.050 TRAILERS, MOBILEHOMES, COMMERCIAL COACHES AND HOUSECARS:

CEC Article 90, Section 90.~~12~~11 is hereby added to read as follows:

> Trailers, mobile homes, and commercial coaches being utilized for construction projects as defined in title 8, chapter 8.20 of the Redlands Municipal Code which connect to temporary power shall comply with the city's adopted electrical code. Trailers, mobile homes, commercial coaches, and house cars connected to an electrical source shall obtain an electrical permit prior to the placement and inspections.

15.10.060 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any electrical system in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a

separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.12

CALIFORNIA MECHANICAL CODE

SECTIONS:

15.12.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.12.020: BOARD OF APPEALS
15.12.030 VIOLATION; PENALTY

15.12.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Mechanical Code, ~~2022~~2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the mechanical code of the City and all of the regulations, provisions, conditions and terms of the California Mechanical Code are referred to and are adopted and made part of this chapter.

15.12.020 BOARD OF APPEALS.

CMC Chapter 1, Division II, Section 107.1 of the California Mechanical Code is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Mechanical Code.

15.12.030 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.16

CALIFORNIA GREEN BUILDING STANDARDS CODE

SECTIONS:

15.16.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.16.020: VIOLATION; PENALTY

15.16.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Green Building Standards, ~~2022~~2025 Edition, is adopted as the Green Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.16.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.18

CALIFORNIA ENERGY CODE

SECTIONS:

15.18.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.18.020: VIOLATION AND PENALTY

15.18.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the city clerk of the city marked and designated as the California Energy Code, ~~2022~~2025 edition, is adopted as the Energy Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.18.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.22

CALIFORNIA HISTORICAL BUILDING CODE

SECTIONS:

15.22.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.22.020: VIOLATION; PENALTY

15.22.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Historical Building Code, ~~2022~~2025 Edition, is adopted as the Historical Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.22.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.23

CALIFORNIA EXISTING BUILDING CODE

SECTIONS:

15.23.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.23.020: VIOLATION; PENALTY

15.23.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Existing Building Code, ~~2022~~2025 Edition, is adopted as the Existing Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.23.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

ORDINANCE NO. 2994

AN ORDINANCE OF THE CITY OF REDLANDS AMMENDING CHAPTERS 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE ADOPTION OF THE 2025 CALIFORNIA BUILDING CODE VOLUME 1 AND 2 (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2 INCLUDING APPENDICIES G, H, I, J), 2025 CALIFORNIA RESIDENTIAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2.5 INCLUDING APPENDICES BF, BO, BJ, AND CI), 2025 CALIFORNIA ELECTRICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3), 2025 CALIFORNIA MECHANICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4), 2025 CALIFORNIA PLUMBING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5), 2025 CALIFORNIA ENERGY CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6), 2025 CALIFORNIA HISTORICAL BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 8), 2025 CALIFORNIA EXISTING BUILDING CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 10), 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11), BY REFERENCE, AND MAKING AMENDMENTS THERETO.

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 empower the City to adopt by reference various uniform codes, including the California Building Code and California Residential Code, 2025 editions, published by the International Code Council; California Electrical Code, 2025 edition, published by the National Fire Protection Association; California Plumbing Code, 2025 edition and California Mechanical Code, 2025 edition, published by the International Association of Plumbing and Mechanical Officials, and the California Green Building Standards Code, 2025 edition, published by the International Code Council, California Energy Code, 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission, California Historical Code and the Existing Building Code, 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission; and

WHEREAS, Health and Safety Code Section 17958.7 authorizes the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, the City Council of the City of Redlands (the "City Council") is informed and finds that the area in which the City is located receives relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures all of which are conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that the area in which the City is located is subjected to extremely strong winds, commonly referred to as Santa Ana winds, which reach speeds of 80 miles per hour in the City, result in extensive damage, and are also conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that within the City there are four earthquake faults (Redlands Heights, Banning, Crafton, and the Redlands Faults), and three other faults (Loma Linda, San Jacinto, and the San Andreas Faults) are immediately adjacent to the City, creating the potential for catastrophic damage and fire hazards; and

WHEREAS, the City Council has determined that because the City is subject to the above referenced climatic, geological, and topographical conditions that amendments to the California Building Standards Codes are necessary to protect life and property;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOW:

Section 1. That existing Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22, 15.23 of Title 15 of the Redlands Municipal Code are hereby amended to read as described in Exhibit "A" to this ordinance.

Section 2. That the City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

Section 3. That the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066 of a public hearing to be held on December 2, 2025 at 6:00pm, or as soon thereafter as the matter may be heard in the Redlands City Council Chambers located at 35 Cajon Street, Redlands, California regarding the City Council's proposed adoption of this ordinance.

Section 4. In the event that any provision of this ordinance, or any part hereof, or any application hereof to any person or circumstances, is for any reason held to be unconstitutional or otherwise invalid or ineffective by a court of competent jurisdiction on its face or as applied, such holding shall not affect the validity of the remaining provisions of this ordinance, or any part hereof, or any application hereof to any person or circumstance or of said provision as applied to any other person or circumstance. It is hereby declared to be the legislative intent of the City that this ordinance would have been adopted had such unconstitutional, invalid, or ineffective provision not been included herein.

Section 5. 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 the 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:\cmo\Ordinances\2994 Ammending Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23.docx-jl

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 18th day of November, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

I:\cmo\Ordinances\2994 Ammending Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23.docx-jl

Exhibit "A"

CHAPTER 15.04

CALIFORNIA BUILDING CODE (CBC)

SECTIONS:

15.04.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE
15.04.020: SCOPE AND ADMINISTRATION
15.04.030: FIRE PROTECTION SYSTEMS
15.04.040: MINIMUM ROOF COVERING CLASSIFICATIONS
15.04.050: AWNINGS
15.04.060: TEMPORARY USE OF STREETS AND ALLEYS
15.04.070: GRADING
15.04.080: VIOLATION; PENALTY

15.04.010: DOCUMENTS ADOPTED BY REFERENCE--COPIES ON FILE:

That certain document on file in the office of the City Clerk of the City marked and designated as the 2025 California Building Code, Volumes 1 and 2, including Chapters 1, as amended, and Appendix G, H, I and J, as amended, is adopted as the building code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.04.020 SCOPE AND ADMINISTRATION:

The following sections and subsections of the California Building Code, Chapter 1, Division II, Sections 105 through 113.4 are added and/or amended as follows:

A. CBC Chapter 1, Division II, Section [A]105.2, of the California Building Code entitled "Work exempt from permit" is hereby amended by amending items 2 and 4, and adding a new item 14, to read as follows:

2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the lowest adjacent grade to top of the wall and does not serve as a swimming pool enclosure as required by section 15.06.080 of the Redlands Municipal Code.

4. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

14. Flagpole not more than 30 feet in height measured from the lowest adjacent grade the top of the pole on a residential zoned lot.

B. CBC Chapter 1, Division II, Section 105.3.1 entitled “Action on Application”, is hereby amended by the addition of two (2) exceptions to read as follows:

Exception 1: A permit shall not be issued for work on property within an area which may be unsafe or for which no public access for such work is provided, or, because of the hazards, there is no way in which the work can be done so that it will be safe;

Exception 2: A permit shall be withheld or denied if the chief building official finds there are existing violations of the provisions of RMC Title 15 or any other provisions found in the Redlands municipal code, on site.

C. CBC Chapter 1, Division II, Section 105.6, entitled "Suspension or Revocation", is hereby amended by the addition of the following two (2) paragraphs to read as follows:

The chief building official may, in writing, suspend or revoke a permit issued under the provisions of this code if dust is generated in excess of local, state, or federal standards, or conditions of project approvals.

Failure to keep the site clear of debris or properly contain asbestos containing materials may cause the permit to be suspended or revoked and the site to be declared a public nuisance and abated as provided for by law.

D. CBC Chapter 1, Division II, Section 107.6, entitled "Demolition and/or Remodeling Permits", is hereby added to read as follows:

The chief building official may require that a detailed schedule be provided to ensure demolition or remodeling work progresses expeditiously and debris is hauled from the site as generated.

E. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code is amended by the addition of the following sentence:

Prior to the issuance of a permit for the performed work an investigation permit shall be issued, and an inspection performed.

F. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code amended by adding the following paragraph to the end of the section.

Investigation fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be equal to the minimum fee as defined in Section 109.2. The payment of such investigation fee shall not exempt any person from

compliance with all other provisions of this code nor from any penalty prescribed by law.

G. CBC Chapter 1, Division II Section [A] 109.6 of the California Building Code is deleted in this entirety and hereby amended by adding the following section:

Fee Refunds. The Chief Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Chief Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no inspections have been performed under a permit issued in accordance with this code.

The Chief Building Official may authorize refunding of not more than 80 percent of the plan review fee when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is performed.

The Chief Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 calendar days after the date of fee payment.

H. CBC Chapter 1, Division II Section [A] 109.7 entitled "Re-Inspections" is hereby added to read as follows:

A fee may be assessed in the following scenarios at the fully burdened hourly inspection rate as adopted by fee resolution and shall be paid prior to the re-inspection of the work being scheduled.

1. Re-inspection performed for work that previously received corrections and those corrections were not addressed.
2. Building permit is not posted or otherwise available on the work site
3. City approved plans are not available for scheduled inspection
4. Failure to provide inspector access to the work performed on the date for which the inspection was scheduled.
5. Deviation from the City approved plans

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

I. CBC Chapter 1, Division II, Section [A] 111.3 entitled "Temporary Occupancy", is hereby deleted in its entirety and rewritten to read as follows:

If the chief building official finds that no substantial hazard will result from occupancy of any building or portions thereof before the same is completed, the

chief building official may issue a Temporary Certificate of Occupancy (TCO) for the use of a portion or portions of a building or structure, provided an administrative fee, as established by resolution of the city council, is paid for that temporary certificate of occupancy. Prior to the expiration of the TCO, an inspection shall be performed, and Permanent Certificate of Occupancy issued or the building vacated until all outstanding conditions of approval are completed.

J. CBC Chapter 1, Division II, Section [A] 111.5, entitled "Certificate of occupancy a requirement for issuing a city business license", is hereby added to read as follows:

No license to conduct a business, occupation or profession in a particular building or structure in the city of Redlands shall be issued by the finance director of said city until the building official has issued an appropriate certificate of occupancy for the business occupancy classification has been issued as required by this code.

K. CBC Chapter 1, Division II Section [A] 113.1, entitled "General", is hereby amended to read as follows:

General. In order to hear and decide appeals of orders, decisions or determination made by the Chief Building Official relative to the application and interpretation of this code, the Planning Commission shall serve as the board of appeals. The Chief Building Official, Director of Development Services and the Fire Marshall of the City shall serve in an advisory capacity when requested to do so. Commission members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

L. CBC Chapter 1, Division II Section [A] 113.5 of Chapter 1, Division II entitled "Procedures", is hereby added to read as follows:

Procedures. An application for an appeal shall be based on a claim that the true intent of this code or other rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply or an equally good or better form of construction is proposed. After notice to such parties as the board may direct, a hearing shall be held and the board may affirm or deny the decision of the chief building official. The board's determination shall be in writing to the chief building official with a copy to the appellant. If the appellant disagrees with the decision of the board, he may appeal the decision to the city council. Such appeal shall be filed with the city clerk within fifteen (15) days of the decision by the board.

15.04.030 FIRE PROTECTION SYSTEMS:

CBC Chapter 9, Division II, Section 901.2 of the California Building Code is hereby amended by the addition of a sentence to read as follows:

See Redlands Municipal Code, Title 15, and Chapter 15.20: Fire Code, for additions and amendments to this chapter.

15.04.040 MINIMUM ROOF COVERING CLASSIFICATIONS:

CBC Chapter 15, Division II, Table 1505.1 of the California Building Code is hereby amended to read as follows:

Table 1505.1

Minimum Roof Covering Classification for different types of construction for new buildings, re-roofs or additions.

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	B*	B*	B*

*See Section 1505.1.1 for Class A Roof Coverings in Moderate, High, and Very High Fire Hazard Severity Zones.

15.04.050 AWNINGS:

CBC Chapter 31, division II, sections 3105.4, 3105.4.1, 3105.4.2, 3105.4.3, and 3105.4.4 are hereby added to read as follows:

3105.4 **General**. This section shall apply to awnings projecting over public and/or private property.

3105.4.1 **Definitions**. For the purpose of the section:

Ladder access area is the air space required for a ladder to rest upon the ground, street, or sidewalk and be supported by a building windowsill, permanent appendage, and parapet or roof eave at an angle of 75 degrees from the horizontal.

Collapsible is the property of an awning which will enable it to be readily collapsible, retractable or capable of being folded against the face of the supporting building without the use of a tool, special effort or special knowledge.

3105.4.2 **Construction**. Awnings shall have non-combustible frames but may have fabric coverings that meet fire resistance criteria as outlined in CBC §3105.3. Every awning with non-combustible coverings and every fabric covered awning which projects into the ladder access area, as defined above, shall be collapsible.

Exception: A fixed awning not more than ten (10) feet in length may be erected over a

doorway to the building.

3105.4.3 **Projection**. Awnings may extend over public or private property not more than seven (7) feet from the face of the supporting building, but no portion shall extend nearer than two (2) feet to the face of the nearest curb or edge of the traffic way measured horizontally. In no case shall the awning extend over public property greater than two-thirds of the distance from the property line to the nearest curb in front of the building nor shall any portion of the awning be closer to the side or rear property lines than would be permitted by the current edition of the California building code for projections.

3105.4.4 All portions of an awning shall be at least eight (8) feet above any public or private walkway.

Exception: Any valance attached to an awning shall not project above the roof of the awning at the point of attachment and shall not extend more than twelve (12) inches below the roof of the awning at the point of attachment, but in no case shall any portion of a valance be less than seven (7) feet in height above a public or private way.

15.04.060 TEMPORARY USE OF STREETS AND ALLEYS.

CBC Chapter 33, Division II, Section 3308.3 of the California Building Code is hereby added to read as follows:

Public streets and alleys shall not be utilized by persons doing construction or demolition work until proper clearance has been obtained from the City Engineer. Whenever requested, plot plans and construction details shall be submitted to the City Engineer for review. The City Engineer may approve, modify or deny a request to utilize public streets by persons during construction and/or demolition and his decision shall be based on findings relative to hazards to life and limb, traffic safety and/or to excessive traffic or pedestrian congestion. Where damage to public property could result, proper bonds and insurance as specified by the City Engineer may be required. Failure to obtain proper clearance for use of public property may result in a finding that the materials constitute a public nuisance and a hazard to persons or property and are subject to abatement and/or removal as provided by law.

15.04.070 GRADING.

The following sections and subsections of the California Building Code Appendix J Sections J101 through J113are hereby added and/or amended to read as follows:

A. CBC Appendix J, Section J101.1 entitled “Scope” is hereby amended to read as follows:

The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. In addition, the designs of the work as described above need to meet the recognized and accepted civil and geotechnical engineering practices and principles.

B. CBC Appendix J, Section J101.3 entitled "Enforcement Authority" is hereby added to read as follows:

The City Engineer shall have the authority for the enforcement of CBC Appendix J and any amendments thereto. The words "Chief Building Official" as hereinafter used shall mean City Engineer.

C. CBC Appendix J, Section J101.4 entitled "Hazardous Conditions" is hereby added as follows:

Whenever the Chief Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Chief Building Official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

D. CBC Appendix J, Section J103.2 of the California Building Code is hereby amended to read as follows:

J103.2 Exemptions:
A grading permit shall not be required for the following:

1. Grading in an isolated, self-contained area provided there is no danger to the public and that such grading will not adversely affect adjoining property. A determination of exemption per this section shall be made by the City Engineer.

2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1524mm) after the completion of such structure.

3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.

5. Excavations for wells or trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.

7. Exploratory excavations performed under the direction of soil engineers or engineering geologists.

8. A fill less than 1 foot (305mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or a cut less than 3 feet (914mm) in depth, not intended to support structures, or does not exceed 50 cubic yards (38.3m) on any one lot and does not obstruct a drainage course.

9. Grading by public agencies or their agents, in connection with construction or maintenance of roads or facilities for the generation, storage, or transmission of water including flood waters or water for the purpose of producing electrical energy.

10. Grading performed by disking or plowing for agricultural purposes in connection with the preparation of soil for crop or animal use.

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City.

E. CBC Appendix J, Section J104.5 entitled "As Built Plans" is hereby added to read as follows:

The permittee shall provide a copy of as-built plans to the City for a permanent record at the end of the approved grading work.

F. CBC Appendix J, Section J105.1 of the California Building Code is hereby amended to read as follows:

Inspections shall be governed by Section 110, Chapter 1, Division II of this code and requirements established, by approved policies and procedures of the Engineering Division. An engineer shall provide grading inspections and certifications for the work.

G. CBC Appendix J, Section J109.4 of the California Building Code is hereby

amended to have the following sentences added at the end of the section:

For Single Family Lot Drainage

1. Whenever possible, drainage from single family lots shall flow directly to a street.

2. If it should be determined necessary to allow offside drainage to flow through a single-family lot (to preserve down lot views, aesthetics, accept flow from offsite property, etc.), the following shall apply:

    a. Drainage from only one lot shall flow through only one other lot.

    b. A drainage easement shall be provided/obtained over the lot accepting the drainage.

    c. The drainage shall be contained within either a concrete/rock lined swale or a reinforced concrete pipe.

    d. The drainage facility shall be designed with excess capacity to account for the probable lack of necessary maintenance. Therefore, it shall be designed to convey two times the runoff from a 100-year storm with the minimum diameter for a pipe being 12 inches.

H. CBC Appendix J Section J110.3 entitled "Temporary erosion control during construction", is hereby added to read as follows:

The permittee shall put into effect and maintain all precautionary measures necessary to protect adjacent watercourses and public or private property from damage by erosion, flooding, and deposition of mud or debris origination from the site during the grading operation regardless of lot size.

I. CBC Appendix J Section J112 entitled "Protection of adjacent property" is hereby added to read as follows:

During grading operations, the permittee shall be responsible for the prevention of damage to adjacent property and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking, or other damage which might result.

J. CBC Appendix J Section J113 entitled "Dust control" is hereby added to read as follows:

The owner of the site or the project contractor shall put into effect and maintain all precautionary measures necessary to prevent dust blowing from the site to adjacent properties. Prior to the permit issuance, dust control sign and required contact information as required by the department's policy shall be installed at the site.

15.04.070: VIOLATION; PENALTY:

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any residential building in violation of this chapter. Such person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.06

RESIDENTIAL BUILDING CODE

SECTIONS:

15.06.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.06.020: Work exempt from permit
15.06.030: Temporary Occupancy
15.06.040: Board of Appeals
15.06.050: Geotechnical Evaluation
15.06.060: Minimum Roof Classification
15.06.070: Swimming Pool Safety
15.06.080: Violation; Penalty

15.06.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the 2025 California Residential Code including Chapters 1, 4, and 9 (as amended), and AppendicesBF, BO, BJ, and CI (as amended) are adopted as the residential code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.06.020: WORK EXEMPT FROM PERMIT:

CRC chapter 1, division II, section R105.2 (2) and (3) is hereby deleted and rewritten to read as follows:

2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height

3. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

15.06.030: TEMPORARY OCCUPANCY:

CRC chapter 1, division II, section R110.4 is hereby deleted in its entirety and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.04.020(H) for additions and amendments to this section.

15.06.040: BOARD OF APPEALS:

CRC chapter 1, division II, section R112 is hereby deleted in its entirety and rewritten to read as follows:
See Redlands Municipal Code, Title 15, Chapter 15.04.020(K)(L) for additions and amendments to this section

15.06.050 GEOTECHNICAL EVALUATION

CRC Chapter 4 Division II Section R401.4.1 of the California Residential Code is hereby amended by adding a sentence at the end of the section to read as follows:

> A geotechnical or soil report is required for the new construction or when the aggregate size of additions to the original structure exceed 50%.

15.06.060 MINIMUM ROOF COVERING CLASSIFICATION

A. CRC chapter 9, subsection 902.1.1 shall be amended in part in terms of being retitled as follows:

   Roof Coverings within the fire hazard areas as designated by the City of Redlands Fire Chief on the Fire Hazard Map.

B. CRC chapter 9, division II, section R902.1.2 of the California residential code is hereby amended to read as follows:

   The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of

the roof of every existing structure, shall be fire-retardant roof covering that is at least Class B.

C. The remainder of the subsection shall remain unchanged.

15.06.070 SWIMMING POOL SAFETY

A. CRC appendixCI, section 115922 (a) is hereby amended to read as follows:

Except as provided in Section 115925, when a building permit is issued for the construction of a new pool and/or spa or the remodeling of an existing pool and/or spa at a private single-family home, the respective swimming pool and/or spa shall be equipped with item #1 and at least one addition of the following seven drowning prevention features:

B. CRC appendixCI, section 115922 (a) (1) is hereby amended to read as follows:

An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in 115922 (a) (4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

15.06.080 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.08

CALIFORNIA PLUMBING CODE

SECTIONS:

15.08.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.08.020: BOARD OF APPEALS

15.08.030 BUILDING SEWERS
15.08.040 PRIVATE SEWAGE DISPOSAL SYSTEMS
15.08.050: VIOLATION; PEANALTY

15.08.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Plumbing Code, 2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the Plumbing Code of the City and all of the regulations, provisions, conditions and terms of the California Plumbing Code are referred to and are adopted and made part of this chapter.

15.08.020 BOARD OF APPEALS.

CPC Chapter 1, Division II, Section 107, is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Plumbing Code.

15.08.030 BUILDING SEWERS

CPC Chapter 7, Division II, Section 713.4 is deleted in its entirety and rewritten as follows:

> 713.4 Public Sewer Availability.
>
> The public sewer shall be considered as not being available where such public sewer is more than two hundred (200) feet for the first dwelling unit and an additional one hundred (100) feet for each subsequent dwelling unit from the nearest point of the property that is served by such public sewer. A property owner, or his authorized representative, may request in writing a waiver based upon technical infeasibility due to site constraints. This request shall be reviewed by the Chief Building Official and a determination given in writing.

15.08.040: PRIVATE SEWAGE DISPOSAL SYSTEMS:

CPC chapter 1, division II, chapter 7 section 721.2.1 are hereby added to read as follows:

721.2.1 Location of private sewage disposal systems.

All components of an onsite wastewater treatment system shall be located in the front yard area as defined in Redlands Municipal Code.

Exception: If site constraints exist that prevent the placement of the onsite wastewater treatment system in the front yard an alternate location providing vehicle access for the future replacement and servicing shall be provided. If vehicle access is not provided as a result of structures or topography, then both the primary and 100% expansion effluent dispersal fields shall be installed.

15.08.040 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.10

CALIFORNIA ELECTRICAL CODE

SECTIONS:

15.10.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.10.020: APPEALS BOARD
15.10.040: ELECTRIC FENCES
15.10.040: USED MATERIAL
15.10.050: TRAILERS, MOBILHOMES, COMMERCIAL COACHES AND HOUSE CARS:
15.10.060: VIOLATION–PENALTY

15.10.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Electrical Code, 2025 Edition and Annexes thereto, is adopted as the Electrical Code of the City and all regulations, provisions, conditions, and terms of such electrical code and amendments are referred to and adopted and made a part of this chapter.

15.10.020 BOARD OF APPEALS.

CEC Article 89, Section 89.108.8 shall be deleted in its entirety and shall be rewritten to read as follows:

> Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Electric Code.

15.10.030 ELECTRIC FENCES:

CEC article 90, section 90.10 is hereby added to read as follows:

> It is unlawful to install an electric fence within the city of Redlands. Prohibited electric fences include, but are not limited to, those energized by battery, generator or electrical utility. Electrified security fences that are not in a residential zone and meet the requirements of California Civil Code § 835 are permitted. A building permit is required for an electrified security fence.

15.10.040 USED MATERIAL:

CEC Article 90, Section 90.10 is hereby added to read as follows:

> Previously used electrical material shall not be reused without prior written approval of the Chief Building Official.

15.10.050 TRAILERS, MOBILEHOMES, COMMERCIAL COACHES AND HOUSECARS:

CEC Article 90, Section 90.11 is hereby added to read as follows:

> Trailers, mobile homes, and commercial coaches being utilized for construction projects as defined in title 8, chapter 8.20 of the Redlands Municipal Code which connect to temporary power shall comply with the city's adopted electrical code. Trailers, mobile homes, commercial coaches, and house cars connected to an electrical source shall obtain an electrical permit prior to the placement and inspections.

15.10.060 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any electrical system in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person

may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.12

CALIFORNIA MECHANICAL CODE

SECTIONS:

15.12.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.12.020: BOARD OF APPEALS
15.12.030 VIOLATION; PENALTY

15.12.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Mechanical Code, 2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the mechanical code of the City and all of the regulations, provisions, conditions and terms of the California Mechanical Code are referred to and are adopted and made part of this chapter.

15.12.020 BOARD OF APPEALS.

CMC Chapter 1, Division II, Section 107.1 of the California Mechanical Code is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Mechanical Code.

15.12.030 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.16

CALIFORNIA GREEN BUILDING STANDARDS CODE

SECTIONS:

15.16.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.16.020: VIOLATION; PENALTY

15.16.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Green Building Standards, 2025 Edition, is adopted as the Green Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.16.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.18

CALIFORNIA ENERGY CODE

SECTIONS:

15.18.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.18.020: VIOLATION AND PENALTY

15.18.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the city clerk of the city marked and designated as the California Energy Code, 2025 edition, is adopted as the Energy Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.18.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.22

CALIFORNIA HISTORICAL BUILDING CODE

SECTIONS:

15.22.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.22.020: VIOLATION; PENALTY

15.22.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Historical Building Code, 2025 Edition, is adopted as the Historical Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.22.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.23

CALIFORNIA EXISTING BUILDING CODE

SECTIONS:

15.23.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.23.020: VIOLATION; PENALTY

15.23.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Existing Building Code, 2025 Edition, is adopted as the Existing Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.23.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

City Council Meeting **L. 3.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a recommendation from the Redlands Planning Commission to initiate an Ordinance Text Amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution centers (as defined in Article XII of Chapter 18.156 of Title 18) in all zoning districts and specific plans within the City of Redlands.
(Development Services Director Desatnik)

MOTION(S):

Should the City Council concur with the Planning Commission's recommendation, the following motion is suggested:

"I move to direct staff to prepare a draft ordinance for the Planning Commission's consideration to accomplish the following:

- Allow existing warehouses to remain as legal, conforming uses.
- Allow existing warehouses to be rebuilt if destroyed by fire, or other natural disaster, only to the same square footage and building height.
- Prohibit the construction of new warehouses citywide (in all zoning districts and specific plan districts).
- Prohibit the assemblage of parcels that may contain existing industrial or warehouse buildings for the purpose of building new warehouses."

RECOMMENDATION:

On October 4, 2025, the Planning Commission voted 5 to 1 to recommend that the City Council consider a code amendment to the Zoning Regulations (Title 18 of the Redlands Municipal Code) to prohibit new warehouses and logistics distribution centers in all zoning districts and specific plans within the City of Redlands, as well as other code amendments to address additional potential development scenarios related to warehouse uses.

DISCUSSION:

Background: On April 18, 2023, the City Council adopted Ordinance No. 2955 that created Article XII (Warehouses and Logistics Distribution Centers) within Chapter 18.156 (Development Standards for Specific Uses) of the city's Zoning Regulations. Ordinance No. 2955 created several categories of development standards, including: site location requirements (site must be within one mile of a freeway ramp); screening and buffering requirements for any adjacent sensitive receptors; traffic impact review requirements and signage (including a truck routing plan); sustainable energy requirements; and other operational requirements (such as outdoor storage areas and outdoor lighting). Note that the Zoning Regulations define a "warehouse" as a logistics distribution facility consisting of 50,000 square-feet or more, or has six or more truck docks or dock-high loading doors (see Attachment A). A "warehouse" use does not include ancillary storage related to other primary uses, such as manufacturing, assembly, service commercial, or other types of commercial/industrial uses.

The Planning Commission has reviewed the intent of Ordinance No. 2955 at three regular meetings on November 12, 2024, May 27, 2025, and October 14, 2025. A Commissioner raised a concern about a recent entitlement approval for a new warehouse project that redeveloped a prior manufacturing facility, while the proposed project still met the applicable provisions of Ordinance No. 2955. Concerns were expressed about the possibility of more developers acquiring or assembling properties in the future for the purpose of completely redeveloping older properties with entirely new and larger warehouses.

At the most recent meeting on October 14, 2025, the Commission continued its earlier discussion of potential additional regulation with respect to warehouses in the City. After much discussion, the Commission voted 5-1 (with 1 absent) to recommend to the Council that an ordinance be drafted that would do the following:

- Allow existing warehouses to remain as legal, conforming uses.
- Allow existing warehouses to be rebuilt if destroyed by fire, or other natural disaster, only to the same square footage and building height.
- Prohibit the construction of new warehouses citywide (in all zoning districts and specific plan districts).
- Prohibit the assemblage of parcels that may contain existing industrial or warehouse buildings for the purpose of building new warehouses.

Summary: Staff is bringing this recommendation forward to the City Council for consideration. If the Council concurs with the recommendation from the Planning Commission, then staff would proceed in drafting an ordinance to implement the legislative objectives. The City Council can affirm the Planning Commission's stated objectives, or provide revised or new legislative objectives to staff.

After being prepared, a draft ordinance would proceed through the normal public hearing process with Planning Commission and City Council public hearings (in accordance with Chapter 18.204 of the Zoning Regulations). This can be a time-consuming process. Therefore, prior to proceeding further on this work effort, staff is requesting policy direction from the Council on this matter.

Environmental Review: Consideration and discussion of this item is not subject to the California Environmental Quality Act (CEQA) at this time. This item is not a "project" as defined in the CEQA Guidelines. Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not subject to environmental review, pursuant to Section 15378(b)(5) of the CEQA Guidelines.

ALTERNATIVES:

1. City Council can decline to initiate a zoning code amendment;
2. City Council can make revisions to the legislative intent or desired objectives;
3. City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year:	25-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Discussion:	

This item has no impact to the General Fund.

Attachments

Attachment A: RMC Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers)

Attachment B: Planning Commission staff report of Oct. 14, 2025

ARTICLE XII. WAREHOUSES AND LOGISTICS DISTRIBUTION CENTERS

18.156.900: DEFINITIONS:

WAREHOUSE:	Warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses: A. Warehousing distribution/high cube distribution centers. B. Parcel delivery terminals or truck terminals. C. Parcel sorting and distribution facilities. D. Package allocation for delivery drivers or independent delivery contractors. E. Parcel hub or high cube fulfillment center. F. Freight yards or forwarding terminals. G. Moving agencies. H. Shipping/receiving yards.
WAREHOUSING, ANCILLARY:	The use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures and/or stores and distributes the goods or components that are produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only. (Ord. 2955, 2023)

18.156.910: APPLICABILITY:

The provisions of this section shall apply to the following types of development projects:

A. New warehouse development projects that meet one of the following criteria (note: excludes government agency facilities and public or private utility facilities).

1. Gross floor area of fifty thousand (50,000) square-feet or more; or,

2. A structure with six (6) or more truck docks or dock high loading doors (does not include grade-level loading doors or loading spaces).

B. Development or redevelopment projects for existing or proposed warehouse facilities involving demolition, reconstruction, repairing, or rebuilding that exceed fifty percent (50%) of the reasonable replacement value of the existing structure or property.

1. Estimates for this purpose shall be reviewed and approved by the building official and the Development Services Director, or their respective designees, and shall be based on the minimum cost of construction in compliance with the California Building Code.

2. For the purpose of this section, "assessed value" shall mean the assessed value of the structure as shown on the County of San Bernardino property assessment roll in effect at the time of the occurrence of the casualty, or at the time the repair and maintenance is first conducted.

3. Redevelopment of a property and/or building shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this Article, as determined by the Planning Commission.

C. Required Compliance. No new warehouse development project shall be constructed, no redevelopment or reconstruction of a property for warehouse use, and no existing warehouse shall be moved, altered, or enlarged, except in accordance with the applicable development standards of this Article. (Ord. 2955, 2023)

18.156.920: SITE LOCATION REQUIREMENT:

No warehouses shall be located on a project site more than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (Interstate 10 and Interstate 210). For purposes of this requirement, the linear distance shall be measured as a radius from a freeway ramp to any part of the subject property. (Ord. 2955, 2023)

18.156.930: SCREENING AND BUFFERING REQUIREMENTS:

A. Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any sensitive receptors. Sensitive receptors for purposes of this section shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, in-home daycares, hospitals, long-term care facilities, retirement and nursing homes, community centers, places of worship, parks (excluding trails), and dormitories. The exterior treatment of the wall(s) shall be decorative or painted.

B. Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Commission, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.

C. Trees shall be used as part of the solid screen buffering treatment for any adjacent residential properties or properties with sensitive receptors. Trees used for this purpose shall be evergreen, drought-tolerant, minimum 36-inch box size, and shall be spaced no greater than forty (40)-feet on center. Palm trees shall not be used for screening purposes. The property owner and any successors in interest shall maintain these trees for the duration of ownership ensuring any unhealthy or dead trees are replaced timely as needed.

D. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen (15) years. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements. Trees shall be planted that are capable of implementing this requirement. (Ord. 2955, 2023)

18.156.940: TRAFFIC PATTERNS AND SIGN REQUIREMENTS:

A. Applicants for entitlements shall prepare and submit a Truck Routing Plan demonstrating the most direct route(s) to and from the Interstate Freeway System based on the city's latest Truck Route Map. Routes to or from freeway ramps shall not pass through any residential zones or districts.

B. A traffic impact assessment (TIA) report shall be prepared to evaluate a proposed warehouse project's compliance with the City's Measure U traffic system requirements, and shall include an evaluation of the City's streets and Truck Routes that provide vehicular access to the Interstate Freeway System, including, but not limited to: existing right-of-way width; roadway capacity to handle the proposed quantity of truck trips to be generated by the proposed use (including any road widening that may be necessary); roadway design and improvements to handle the weight and frequency of proposed truck trips; intersection operations to freeway ramps and level of service analysis to include the proposed truck trips; truck turn radii at intersections; and other operational elements of the City's street network to serve the proposed use. The TIA may be prepared by a qualified consultant selected and directed by the City (and all consultant costs to be reimbursed by the applicant), or by a qualified traffic consultant selected by the applicant (and all work subject to the direction, review, and approval by the City).

C. Entry gates into the loading dock/truck court area with more than twenty (20) loading docks shall be positioned after a minimum of one hundred forty (140) feet of total available stacking depth inside the property line (or alternatively, if one hundred forty (140) feet of depth is not feasible due to site constraints, then provide seventy (70) feet of available stacking

depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by seventy (70) feet for every twenty (20) loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

D. Prior to entitlement approval, applicants shall submit to the City, and obtain approval of, all turning templates to verify adequate truck turning movements at entrance and exit driveways as well as street intersections adjacent to industrial buildings. Unless not physically possible, truck entries shall be located on Collector streets or streets of a higher commercial classification, and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including but not limited to by limiting the width of vehicle entries.

E. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator (13 CCR § 2480).

F. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate Freeway System.

G. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

H. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited. City may require facility operator to post signs on adjacent and nearby surface or residential streets indicating that off-site truck parking is prohibited by City ordinance.

I. All signs under this Section shall be legible, durable, and weather-proof. (Ord. 2955, 2023)

18.156.950: SUSTAINABLE ENERGY:

A. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

B. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following criteria:

1. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

2. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

3. A reasonable rate of efficiency loss over ten (10) years.

Note: Electricity demand that exceeds the generation capacity of the on-site renewable energy system may be obtained from off-site energy sources or suppliers.

C. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

D. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

E. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to all (100%) of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks. (Ord. 2955, 2023)

18.156.960: OPERATION AND CONSTRUCTION:

A. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

B. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with twenty-five percent (25%) excess demand capacity.

C. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

D. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

E. For any sites with warehouses that are abutting or adjacent to any residential properties or properties containing sensitive receptors, any outdoor storage of materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the perimeter wall.

F. Additional operating conditions may be enacted for an individual Warehouse project pursuant to a Conditional Use Permit (RMC Chapter 18.192) for the purpose of avoiding or reducing potential off-site nuisance effects of the warehouse facility (including but not limited to traffic, parking, noise, vibration, air quality emissions, etc.) on nearby sensitive receptors or residential districts, or to protect the public health, safety, or general welfare. (Ord. 2955, 2023)

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. D.**

Meeting Date: 10/14/2025

APPLICANT:

CITY OF REDLANDS, DEVELOPMENT SERVICES DEPARTMENT
(PROJECT PLANNER: BRIAN FOOTE, CITY PLANNER/PLANNING MANAGER)

1. Review and discussion of Ordinance No. 2955 and Redlands Municipal Code Chapter 18.156, Article XII, pertaining to the construction and operation of warehouses and logistics distribution centers within the City of Redlands. Consideration of a potential amendment to the Zoning Regulations (RMC Title 18) to prohibit new warehouse and logistics distribution uses in the City of Redlands.

BACKGROUND

The Planning Commission previously discussed this topic most recently on April 8, 2025, and May 27, 2025. There were several opinions among the Commissioners as to choosing the scope of a potential code amendment or choosing not to amend the code.

On May 27, 2025, the Commission voted 4 to 2 in favor of conducting additional analysis on amending the Zoning Regulations (RMC Title 18) and the recently adopted warehouse ordinance (Ordinance No. 2955). The purpose was to explore the potential for a text amendment to the Zoning Regulations (RMC Title 18) to prohibit new warehousing and logistics distribution facility uses in the City, without detrimentally affecting or amortizing existing warehouse developments.

The following provides an overview of the past development pattern for warehouse uses in Redlands and the unincorporated “donut hole” area.

Overview of Existing Zoning Regulations: Warehousing as a category of land use is only allowable in certain industrial zones in Redlands. On April 18, 2023, the Redlands City Council adopted Ordinance No. 2955 (Attachment A) which defines a “warehouse” as having 50,000 square-feet or more in gross floor area or having six (6) or more truck docks or dock high loading doors. One of the primary development standards is a site location within one mile of a freeway ramp for new warehouses (see Attachment B). The zoning districts where warehousing or logistics distribution is allowable, subject to approval of a Conditional Use Permit, are the Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones as listed in RMC Title 18.

Table 1 (next page) provides a summary of allowable zones.

Table 1: Zones where warehouse/logistics use is permitted

Zoning Districts (RMC Title 18)	Warehousing a Permitted use?	Warehousing a Conditional Use (CUP required)?
Commercial Industrial (C-M)	No	Yes
Light Industrial (M-1)	No	Yes
General Industrial (M-2)	No	Yes
Industrial District (I-P)	No	Yes
Planned Industrial (M-P)	No	No
Commercial zones (C-1, C-2, C-3, C-4)	No	No
Administrative & Professional Office (A-P)	No	No
Admin.-Professional-Commercial (A-P-C)	No	No
Off Street Parking District (P)	No	No
Residential zones	No	No

Several of the city's Specific Plans also allow warehousing and distribution centers (see Table 2, next page). The East Valley Corridor Specific Plan (Specific Plan No. 40) permits these uses in these districts only: Commercial Industrial (EV/IC); Regional Commercial (EV/IC); and Special Development (EV/SD).

However, the East Valley Corridor Specific Plan also requires a discretionary approval process by the Planning Commission and City Council for such entitlements. Either a "Planned Development" or "Concept Plan" entitlement is required and is processed as a quasi-legislative action. Such entitlement require a recommendation first from the Planning Commission followed by approval from the City Council. When approved, it becomes the new zoning designation for the subject property. Therefore, all existing Planned Development and Concept Plan zoning designations were previously reviewed and approved by the City Council in a noticed public hearing.

Additionally, Specific Plan No. 42 (Redlands Research Park) also permits warehouses and distribution centers. However, this Specific Plan area is already fully built-out with multiple small light industrial buildings.

Table 2: Specific Plans that permit a Warehouse use

East Valley Corridor Specific Plan	**Warehousing a Permitted Use?**	**Warehousing a Conditional Use (CUP required)?**
Commercial Industrial (EV/IC) District	Yes	CUP not necessary - EVCSP requires discretionary approval process ("Planned Development" or "Concept Plan")
Regional Industrial (EV/IR) District	Yes	
Special Development (EV/SD) District	Yes	
Concept Plan No. 1: Commercial Industrial district Warehouse Distribution district Medical Facilities district	 Yes Yes No	
Concept Plan No. 2	Yes	
Concept Plan No. 3 *(previously rescinded)*	n/a	n/a
Concept Plan No. 4	No	No
Science Research Park (EV/SRP) District	No	No
Public Institutional (EV/PI) District	No	No
Commercial districts (EV/CG, EV/CR, EV/CN, EV/AP, EV/TC)	No	No
Other Specific Plans	**Warehousing a Permitted Use?**	**CUP required?**
Specific Plan No. 23 (Ford Business Plaza)	No	No
Specific Plan No. 25 (East Valley Complex)	No	No
Specific Plan No. 26 (Brookside Meadows)	No	No
Specific Plan No. 33 (Centennial Commerce Park)	No	No
Specific Plan No. 41 (Citrus Village Shopping Center)	No	No
Specific Plan No. 42 (Redlands Research Park)	Yes	No
Specific Plan No. 65 (Transit Villages Specific Plan)	No	No

Existing Warehouses in Northwest Redlands: To provide more background information and context for the Commission's consideration, staff has attempted to identify all the large warehouses in northwest Redlands as well as large warehouses within the County "donut hole" area.

Within the City of Redlands in the northwest quadrant (north of Interstate 10 and west of I-210), there are a total of 25 warehouses that exceed 100,000 square-feet, as summarized in Table 3. Within the unincorporated "donut hole" area, there are a total of 31 warehouses that exceed 100,000 square-feet.

Table 3: Summary of warehouses in northwest Redlands

Building Footprint (square feet)	**Number in City of Redlands**	**Number in County "donut hole"**
1,000,000 or more	2	1
500,000 to 999,999	9	13
250,000 to 499,000	9	10
100,000 to 249,999	5	7
Less than 100,000	2	2
Total square feet (approximate):	13,075,774	13,996,484

Almost all of these larger warehouse/distribution facilities have been developed over the past 20 years. Staff ascertained the year of construction for each property, and the results are displayed in a series of maps showing five-year increments of development (see Attachment C). Six large facilities were constructed in Redlands between 2002 to 2005, thirteen facilities constructed between 2006 to 2008, and six facilities constructed between 2013 to 2015.

The pace of development in the northwest area of Redlands has been very similar between the City and County areas in terms of the numbers of facilities built over the past 20 years. For example, between 2006 to 2010, a total of 15 facilities were constructed in the unincorporated County donut hole area, while a total of 13 facilities were constructed in the City. Similarly, between 2011 to 2015, a total of 14 facilities were constructed in the unincorporated County area, and a total of six facilities were constructed in the City. The pace of development has slowed significantly since 2016; only four facilities have been built in the County donut hole from 2016 to 2021 (and one pending construction in 2025), and only two facilities have recently been built in the City (one completed in 2022 and one recently completed in 2025).

During this time frame, warehousing was listed as a Permitted use within certain East Valley Corridor Specific Plan districts (e.g., Special Development (EV/SD) and Commercial Industrial (EV/IC) districts). However, as noted above, the entitlement process contained in the East Valley Corridor Specific Plan requires either a "Planned Development" or a "Concept Plan" land use authorization for new developments. As a result, the City's official Zone Map indicates that much of the northwest area of Redlands is labeled as "Concept Plan 1," "Concept Plan 2," "Planned Development No. 1," "Planned Development No. 3," "Planned Development No. 4," and "Planned Development No. 7."

Southwest Redlands: Within Redlands in the southwest part of the City (south of Interstate 10), there are a total of three (3) warehouse type facilities that exceed 100,000 square-feet. One is believed to be a current logistics distribution facility, while the two other properties have manufacturing or other non-distribution businesses currently operating in them (although the buildings were designed as a potential logistics distribution facility and each building has numerous truck docks).

In the southwest part of the City, there are another five (5) properties that are believed to have warehousing and distribution uses for local businesses (e.g., furniture distribution owned by a retailer, food/beverage distribution for a fast food chain, another food/beverage distributor for several restaurants, and mix of other small office or light industrial businesses in the other buildings). These five buildings range between approximately 52,000 to 96,000 square-feet each. The largest building with almost 96,000 square-feet has been subdivided for two tenants (i.e., about 48,000 square feet each) and appears to be vacant presently. While these uses may involve storage and distribution activities (serving Redlands and surrounding communities), the operating characteristics that serve local businesses and the local economy are different from the larger regional/national logistics distribution facilities in buildings that typically exceed 250,000 square-feet.

These existing property characteristics and operating characteristics are noteworthy because they may inform the Commission's consideration of alternatives, as well as possible thresholds or criteria that will define the types of large regional/national logistics distribution facilities that are of concern (and avoid impacting local businesses and other local serving uses that support the City's economy).

Assembly Bill (AB) 98: As noted in the Planning Commission staff report of May 27, 2025, AB 98 (2024) will become effective on January 1, 2026, and will enact statewide design and construction standards for warehouses. This law defines a "logistics use" as "a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products."

AB 98 also defines new terms such as "21st Century Warehouse" and "Tier 1 21st Century Warehouse" for purposes of location siting requirements and project design features. Perhaps most importantly, this law uses a threshold of 250,000 square-feet of floor area for triggering the mandatory project design features. It should be noted that the City's warehouse ordinance has several additional requirements (and some design standards and operating standards that are more restrictive) than AB 98.

Assembly Bill (AB) 735: More recent clean-up legislation has been adopted by the State in 2025 which made several clarifications to AB 98. There are now a few minor technical design details in State law (listed below) that are different from the City's ordinance. The requirements of AB 98 and AB 735 would likely not affect Redlands unless and until a new warehouse or an expansion to a warehouse of 250,000 square-feet or more is proposed in Redlands.

- Minimum of 500 feet of separation from a sensitive receptor to a dock door;
- Heavy-duty trucks cannot use drive aisles on sides of the building adjacent to sensitive receptors;
- The site must have a separate entrance for heavy-duty trucks that directly access the major thoroughfare, arterial, or local commercial road abutting the project site; and,
- Buffer areas have a specified width (such as 50 ft. or 100 ft.) for screening and sound mitigation.

SUMMARY

The Commission's comments previously provided to staff involved the possibility of the City: 1) adopting a total prohibition on warehouses and logistics distribution centers (the "grandfathering" option); and 2) the potential for strategic zoning amendments and buffer.

A) Code Amendment

List of Allowable Land Uses: The Planning Commission initially inquired about the possibility of a ban on future new warehouses as well as existing warehouses. The Commission suggested adopting a citywide prohibition by removing the land use category for "warehouses" and "logistics distribution" from the lists of allowable land uses for all zones and Specific Plan districts. One consequence of such an action would be that existing warehouses that had been legally established (and previously considered as a Permitted use) would no longer be "Permitted" but rather would become "Legal Nonconforming." The applicable provisions pertaining to nonconforming uses and structures are discussed further below, including the potential need to amend Chapter 18.184 (Nonconforming Buildings and Uses) in the Zoning Regulations.

Another alternative that was suggested at the May 27, 2025, Planning Commission meeting was to allow the existing and legally entitled warehouses to continue as Permitted uses (i.e., without becoming deemed as Nonconforming or implementing amortization). However, no new warehouses would be approved or constructed. This could be an easier code amendment (compared to a total prohibition and "grandfathering" of existing warehouses), and would avoid the need to amend the Nonconforming chapter of the Zoning Regulations.

B) Nonconforming Provisions

Redlands Municipal Code Chapter 18.184 "Nonconforming Buildings and Uses" (Attachment D) currently addresses nonconforming properties, an overview for which is provided below. It would be preferable to avoid the need to revise the nonconforming provisions that would be necessary to create a special exception for warehouses. The code amendment described above (prohibiting new warehouse uses from being developed or established but allow existing warehouses to continue as a Permitted use) would avoid the need to amend the nonconforming provisions.

Existing Code Provisions: Uses that were previously listed as "Permitted," meaning they were established legally with an entitlement from the City and continue to operate the authorized use, are referred to as "Legal Nonconforming." Existing businesses that were legally established (when the code provisions stated they were Permitted or Conditionally Permitted uses) are allowed to continue. Such uses end only when voluntarily abandoned, they cease all operations for 180 consecutive days or longer, or the business changes to another type of land use (RMC § 18.184.030). Ordinary repair and maintenance activities may be performed on a nonconforming structure or use, but they are not allowed to expand their floor area or expand onto other properties. Ownership and tenancy of a property may change through the usual course of business, without any changes to the authorized use, occupancy, or on-site improvements.

If a nonconforming commercial/industrial use is discontinued for a period of 180 consecutive days or longer, then the property loses its Legal Nonconforming status (and may not be subsequently re-established or re-opened to resume any nonconforming uses or activities). Discontinuation means any termination of a use, regardless of intent to resume the use. Payment of a valid business license or business tax certificate, in and of itself, shall not be considered a continuation of the use. For example, if a large warehouse facility were to

terminate its logistics use for 180 consecutive days or longer, then the property remains as-is (and may be re-occupied for other uses such as manufacturing or other allowable businesses), but a logistics or warehousing use cannot later be re-established. If it can be proven that a building or property has sat vacant for 180 consecutive days or longer, then the owner's possession of a current business license or other paperwork is not considered to be evidence of a continuing use or occupancy. In this scenario, all future uses or activities will be required to be "conforming" uses (i.e., in conformance with the current zoning code's lists of allowable uses), and therefore, the property owner is not deprived of all viable economic use of the subject property.

In terms of rebuilding provisions for commercial properties, the code currently uses a threshold of 50% of the reasonable replacement value (based on the current assessed value as determined by the San Bernardino County Assessor) for allowing the re-build of a damaged or destroyed property. In other words, if a structure is damaged to such an extent that the value of reconstruction does not exceed 50% of its assessed value, then it may be rebuilt and the use resumed. On the other hand, if the damage and reconstruction would exceed 50% of its assessed value, or is voluntarily demolished, then the property may not be rebuilt and the use cannot be resumed unless it fully complies with all current zoning regulations. If a code amendment were to be adopted totally prohibiting warehouses, then that would effectively mean that warehouses that might be significantly damaged or destroyed (to such an extent it exceeds 50% of the assessed value) would be barred from rebuilding under any circumstances, which puts the City in a position for unique exposure to potential legal liability and monetary damages.

Code Amendment: If a code amendment were to be adopted totally prohibiting all warehouses (including existing facilities), then RMC Chapter 18.184 "Nonconforming Buildings and Uses" would need to be amended so that potential legal liability to the City is minimized. An exception would need to be created in RMC Chapter 18.184 to allow existing, legally established warehouses and logistics distribution uses to be rebuilt in the event of significant damage or destruction (i.e., replacement value that exceeds 50% of the assessed value at the time of damage or destruction). They would not be subject to amortization or enforced compliance. Simply stated, a warehouse that might experience complete destruction due to involuntary circumstances (accident, fire, flood, earthquake, etc.) would need to be allowed to rebuild and resume the use. Otherwise, without such an exception, it is highly likely that the City would be exposed to legal liability and enormous monetary damages. At the very least, damages could amount to tens of millions of dollars or more for a single property (e.g., single-incident fire), or could amount to over one billion dollars for multiple properties (e.g., earthquake, flood, or conflagration). Further explanation is provided in the City's attorney memorandum (see Attachment E).

ENVIRONMENTAL REVIEW

This agenda item is not subject to the California Environmental Quality Act, as this item is for discussion purposes only and there will be no land use action resulting from this meeting. Therefore, this agenda item is not a "project" for purposes of CEQA review (CEQA Guidelines Section 15378).

RECOMMENDATION

If a majority of the Commission desires to amend the Zoning Regulations (RMC Title 18), then an appropriate motion should be made, and the Commission's recommendation will be forwarded to the City Council for further consideration. Sufficient detail should be provided to staff for a draft ordinance (such as criteria or size threshold) plus any other specific criteria needed to accomplish the desired outcome.

MOTION

If a majority of the Commission desires to recommend an Ordinance Text Amendment to change the zoning regulations, then an appropriate motion should be made including sufficient detail provided to staff.

Attachments

Attachment A: RMC Chapter 18.156, Article XII (Warehouse Ordinance)

Attachment B: Map of One-Mile Radius from Freeways

Attachment C: Maps of Warehouse Development Over Time

Attachment D: RMC Chapter 18.184 (Nonconforming Buildings & Uses)

Attachment E: Attorney's Memorandum

City Council Meeting **L. 4.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consider acceptance of a $900,000 Highway Safety Improvement Program Cycle 12 grant, approval of a $730,281 construction contract with Sierra Pacific Electrical Contracting to install a new traffic signal at the Cypress Avenue/Cajon Street intersection, Project No. 253008, HSIPSL-5083 (032), approval of a $900,000 additional appropriation, and determine that the project is categorically exempt pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Department 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 acceptance of a $900,000 Highway Safety Improvement Program Cycle 12 grant and approval of a construction contract and construction of a new traffic signal at the Cypress Avenue/Cajon Street intersection, Project No. 253008, HSIPSL-5083 (032), are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and,

2. I move that City Council accept a $900,000 California Department of Transportation Highway Safety Improvement Program Cycle 12 grant award; and,

3. I move that City Council approve the Cypress Avenue/Cajon Street Traffic Signal Project plans and specifications, and award a construction contract to Sierra Pacific Electrical Contracting for an amount not-to-exceed $730,281; and,

4. I move that City Council approve an additional appropriation of $900,000.

RECOMMENDATION:

Staff recommends that City Council determine approval of a construction contract and construction of the Cypress Avenue/Cajon Street Traffic Signal Project, Project No. 253008, HSIPSL-5083 (032), are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends that City Council accept a $900,000 Highway Safety Improvement Project Cycle 12 grant award, approve the Cypress Avenue/Cajon Street Traffic Signal Project plans and specifications, award a $730,281 Construction Contract to Sierra Pacific Electrical Contracting, and approve an additional appropriation totaling $900,000 from the Traffic Signal Fund and Governmental Grants Fund.

DISCUSSION:

In September 2024, the Municipal Utilities and Engineering Department (MUED) submitted a California Department of Transportation Highway Safety Improvement Program (HSIP) Cycle 12 grant funding application to construct a new traffic signal at the Cypress Avenue/Cajon Street intersection. The purpose of the project is to enhance traffic operations and improve pedestrian safety at the intersection, which is currently controlled by a four-way stop. In February 2025, MUED staff was notified that the application was selected for $810,000 in HSIP Cycle 12 funding, which requires $90,000 (10%) in city matching funds, for a total estimated project cost of $900,000. The proposed project will replace the existing stop signs with four (4) new mast-arm traffic signal poles equipped with signal heads, pedestrian signal heads, luminaires, conduit, a signal cabinet/controller, a signal service cabinet, and video radar detection. The project will also include new striping and concrete improvements to enhance safety and traffic efficiency at the intersection.

MUED issued a construction bid notice in September 2025 and received the following nine (9) bids prior to the October 14, 2025 submittal deadline:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Sierra Pacific Electrical, Jurupa Valley, CA	*$730,281.00
2. DBX, Inc., Temecula, CA	$735,548.00
3. PTM General Engineering, Riverside, CA	$744,044.00
4. Crosstown Electrical & Data, Inc., Irwindale, CA	$788,938.00
5. Belco Elecnor, Chino, CA	*$810,449.00
6. Ferreira Construction Co., Rancho Cucamonga, CA	$848,163.00

7. California Professional Engineering, La Puente, CA	$882,468.90
8. Servitek Electric, Norwalk, CA	$911,223.00
9. International Line Builders, Corona, CA	*$960,199.50

*An arithmetic error was made within the proposal. The total bid amount was corrected from the Bid Opening Report and did not affect the ranking.

MUED staff reviewed each bid, determined that the Sierra Pacific Electrical Contracting (SPEC) bid is responsive and responsible, and recommends that City Council award a Construction Contract to SPEC for an amount not-to-exceed $730,281, accept the HSIP Cycle 12 grant award of $900,000, and approve an additional appropriation totaling $900,000 from the Traffic Signal Fund and Governmental Grants Fund. It is anticipated that the Project will be completed within eighty-five (85) working days after a Notice to Proceed is issued to the Contractor.

The Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves negligible or no capacity expansion.

Section 2.2.3 (Post Award Grant Administration) of the City Policy Manual requires City Council acceptance of the grant award. MUED Staff recommends City Council acceptance of this grant and will manage all Project elements, including grant administration, to ensure compliance with City policies and grant requirements.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

Goutam K. Dobey, City Engineer

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 25/26
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	$900,000
Budgeted Y/N:	No
Account No.:	200400; 253400

Discussion:

Accepting the HSIP grant requires an additional appropriation of $900,000 from the Government Grant Fund (200400). The Caltrans HSIP grant program will reimburse the Grant Fund after successful completion of the project. The local match amount of $90,000 will be paid from the Traffic Signals Fund (253400).

Attachments

A. Sierra Pacific Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Plans
F. Specifications
G. 20251118 Additional Appropriation Form

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 18th day of November, 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 Sierra Pacific Electrical Contracting (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: Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Seven hundred thirty thousand two hundred eighty-one dollars ($730,281) 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 eighty-five (85) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

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)

Sierra Pacific Electrical Contracting_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
Cypress Avenue and Cajon Street Traffic Signal Improvement Project
Project No. 253008

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.

Sierra Pacific Electrical Contracting_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Sierra Pacific Electrical Contracting (hereinafter designated as "Principal") have entered into an agreement dated November 18, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008 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 Seven hundred thirty thousand two hundred eighty-one dollars ($730,281) 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)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Sierra Pacific Electrical Contracting (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 November 18, 2025, and identified as Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008 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 Seven hundred thirty thousand two hundred eighty-one dollars ($730,281) 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)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **1st day of October 2025 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Cypress Avenue and Cajon Street Traffic Signal Improvement Project; Project No. 253008**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Bidder's Name	Bid Signed	Bid Bond	Addenda Issued (0)	Total Bid Amount
1	Sierra Pacific Electrical, Jurupa Valley	Yes	Yes	N/A	$729,701.00
2	DBX, Inc, Temecula	Yes	Yes	N/A	$735,548.00
3	PTM General Engineering, Riverside	Yes	Yes	N/A	$744,044.00
4	Crosstown Electrical & Data, Inc., Irwindale	Yes	Yes	N/A	$788,938.00
5	Belco Elecnor, Chino	Yes	Yes	N/A	$810,849.00
6	Ferreira Construction Co, Rancho Cucamonga	Yes	Yes	N/A	$848,163.00
7	California Professional Engineering, La Puente	Yes	Yes	N/A	$882,468.90
8	Servitek Electric, Norwalk	Yes	Yes	N/A	$911,223.00
9	International Line Builders, Corona	Yes	Yes	N/A	$960,205.00

Jeanne Donaldson

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno, Elva Arellanes

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 253008 — BID DATE: 18-Nov-2025
Cajon Street and Cypress Avenue Traffic Signal Improvements — EST. START DATE: 5-Jan-2026

Item No.	Bid Item	Quantity	Unit	Sierra Pacific Electrical Contracting		DBX, Inc.		PTM General Engineering	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$7,180.00	$7,180.00	$18,000.00	$18,000.00	$19,000.00	$19,000.00
2	Clearing, Grubbing, Removing Existing Pavement and Miscellaneous Removals; Landscape Restoration	1	LS	$43,220.00	$43,220.00	$16,000.00	$16,000.00	$7,800.00	$7,800.00
3	Temporary Traffic Control	1	LS	$12,940.00	$12,940.00	$13,000.00	$13,000.00	$24,000.00	$24,000.00
4	Storm Water Pollution BMP	1	LS	$10,190.00	$10,190.00	$4,500.00	$4,500.00	$720.00	$720.00
5	Construction Survey and Staking	1	LS	$20,000.00	$20,000.00	$11,000.00	$11,000.00	$11,400.00	$11,400.00
6	Construct 3" AC Pavement	48	TON	$260.00	$12,480.00	$255.00	$12,240.00	$252.00	$12,096.00
7	Construct 4" CAB	28	CY	$145.00	$4,060.00	$120.00	$3,360.00	$348.00	$9,744.00
8	Construct 4" PCC Thick Sidewalk over 95% Compacted Native	1,200	SF	$7.00	$8,400.00	$17.00	$20,400.00	$21.60	$25,920.00
9	Construct Curb Ramp with 3'x4' Detectable Warning Surface	4	EA	$5,800.00	$23,200.00	$13,000.00	$52,000.00	$9,480.00	$37,920.00
10	Adjust Existing Utility to Grade	5	EA	$1,000.00	$5,000.00	$300.00	$1,500.00	$2,040.00	$10,200.00
11	Construct 8-Inch Curb and Gutter	75	LF	$45.00	$3,375.00	$70.00	$5,250.00	$96.00	$7,200.00
12	Construct 4-Inch Curb and Gutter (MOD)	15	LF	$45.00	$675.00	$80.00	$1,200.00	$91.20	$1,368.00
13	Grind Existing AC Pavement	8,450	SF	$3.50	$29,575.00	$1.10	$9,295.00	$2.52	$21,294.00
14	Overlay AC Pavement 0.17' Minimum	108	TON	$260.00	$28,080.00	$227.00	$24,516.00	$336.00	$36,288.00
15	New Parkway Drain, Inlet Type 2, S=36 inch	60	LF	$675.00	$40,500.00	$520.00	$31,200.00	$174.00	$10,440.00
16	Signing and Striping	1	LS	$38,500.00	$38,500.00	$52,000.00	$52,000.00	$51,594.00	$51,594.00
17	Traffic Signal	1	LS	$385,726.00	$385,726.00	$409,587.00	$409,587.00	$399,060.00	$399,060.00
18	Demobilization	1	LS	$7,180.00	$7,180.00	$500.00	$500.00	$8,000.00	$8,000.00
19	Unforseen work not covered within all other bid items	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$730,281.00**		**$735,548.00**		**$744,044.00**

***Arithmetic error**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Wester Surety Company	Ohio Casualty Insurance Co.	United States Fire Insurance Co
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	Yes	No	No

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 253008 — BID DATE: 18-Nov-2025
Cajon Street and Cypress Avenue Traffic Signal Improvements — EST. START DATE: 5-Jan-2026

Item No.	Bid Item	Quantity	Unit	Crosstown Electrical & Data, Inc.		Elecnor Belco Electric, Inc.		Ferreira Construction Co.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$35,000.00	$35,000.00	$22,000.00	$22,000.00	$40,000.00	$40,000.00
2	Clearing, Grubbing, Removing Existing Pavement and Miscellaneous Removals; Landscape Restoration	1	LS	$47,500.00	$47,500.00	$24,000.00	$24,000.00	$23,203.00	$23,203.00
3	Temporary Traffic Control	1	LS	$15,000.00	$15,000.00	$24,000.00	$24,000.00	$25,423.00	$25,423.00
4	Storm Water Pollution BMP	1	LS	$1,850.00	$1,850.00	$1,014.00	$1,014.00	$2,500.00	$2,500.00
5	Construction Survey and Staking	1	LS	$16,445.00	$16,445.00	$16,445.00	$16,445.00	$9,862.00	$9,862.00
6	Construct 3" AC Pavement	48	TON	$301.00	$14,448.00	$261.00	$12,528.00	$314.00	$15,072.00
7	Construct 4" CAB	28	CY	$144.00	$4,032.00	$261.00	$7,308.00	$169.00	$4,732.00
8	Construct 4" PCC Thick Sidewalk over 95% Compacted Native	1,200	SF	$8.00	$9,600.00	$14.00	$16,800.00	$18.56	$22,272.00
9	Construct Curb Ramp with 3'x4' Detectable Warning Surface	4	EA	$6,715.00	$26,860.00	$11,581.00	$46,324.00	$11,601.23	$46,404.92
10	Adjust Existing Utility to Grade	5	EA	$1,160.00	$5,800.00	$2,317.00	$11,585.00	$2,900.31	$14,501.55
11	Construct 8-Inch Curb and Gutter	75	LF	$52.00	$3,900.00	$116.00	$8,700.00	$139.21	$10,440.75
12	Construct 4-Inch Curb and Gutter (MOD)	15	LF	$52.00	$780.00	$99.00	$1,485.00	$139.21	$2,088.15
13	Grind Existing AC Pavement	8,450	SF	$5.00	$42,250.00	$1.50	$12,675.00	$2.96	$25,012.00
14	Overlay AC Pavement 0.17' Minimum	108	TON	$301.00	$32,508.00	$325.00	$35,100.00	$464.05	$50,117.40
15	New Parkway Drain, Inlet Type 2, S=36 inch	60	LF	$781.00	$46,860.00	$290.00	$17,400.00	$981.00	$58,860.00
16	Signing and Striping	1	LS	$44,580.00	$44,580.00	$44,585.00	$44,585.00	$49,886.00	$49,886.00
17	Traffic Signal	1	LS	$385,025.00	$385,025.00	$456,000.00	$456,000.00	$382,788.23	$382,788.23
18	Demobilization	1	LS	$6,500.00	$6,500.00	$2,500.00	$2,500.00	$15,000.00	$15,000.00
19	Unforseen work not covered within all other bid items	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$788,938.00**		**$810,449.00**		**$848,163.00**

***Arithmetic error**

ATTACHMENT "C"

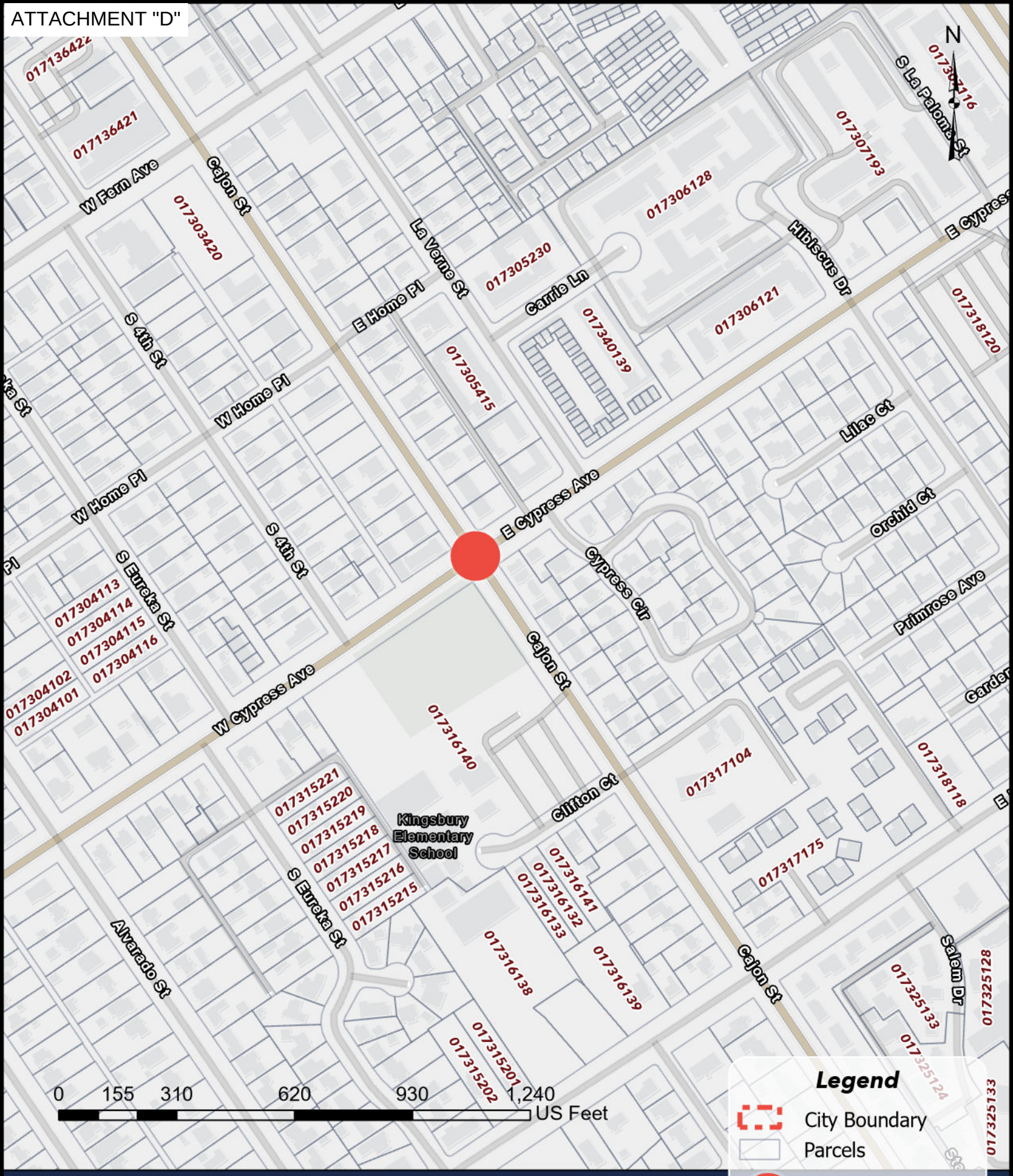
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 253008 — BID DATE: 18-Nov-2025
Cajon Street and Cypress Avenue Traffic Signal Improvements — EST. START DATE: 5-Jan-2026

Item No.	Bid Item	Quantity	Unit	California Professional Engineering		Servitek Electric, Inc.		International Line Builders, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$36,140.00	$36,140.00	$30,800.00	$30,800.00	$33,100.00	$33,100.00
2	Clearing, Grubbing, Removing Existing Pavement and Miscellaneous Removals; Landscape Restoration	1	LS	$35,986.00	$35,986.00	$18,750.00	$18,750.00	$41,022.50	$41,022.50
3	Temporary Traffic Control	1	LS	$25,720.00	$25,720.00	$28,000.00	$28,000.00	$33,500.00	$33,500.00
4	Storm Water Pollution BMP	1	LS	$2,000.00	$2,000.00	$8,400.00	$8,400.00	$1,500.00	$1,500.00
5	Construction Survey and Staking	1	LS	$16,472.00	$16,472.00	$7,000.00	$7,000.00	$14,200.00	$14,200.00
6	Construct 3" AC Pavement	48	TON	$261.00	$12,528.00	$313.00	$15,024.00	$225.00	$10,800.00
7	Construct 4" CAB	28	CY	$261.00	$7,308.00	$125.00	$3,500.00	$225.00	$6,300.00
8	Construct 4" PCC Thick Sidewalk over 95% Compacted Native	1,200	SF	$13.92	$16,704.00	$19.00	$22,800.00	$12.00	$14,400.00
9	Construct Curb Ramp with 3'x4' Detectable Warning Surface	4	EA	$11,600.00	$46,400.00	$15,625.00	$62,500.00	$10,000.00	$40,000.00
10	Adjust Existing Utility to Grade	5	EA	$2,320.00	$11,600.00	$375.00	$1,875.00	$2,000.00	$10,000.00
11	Construct 8-Inch Curb and Gutter	75	LF	$116.00	$8,700.00	$82.00	$6,150.00	$100.00	$7,500.00
12	Construct 4-Inch Curb and Gutter (MOD)	15	LF	$98.60	$1,479.00	$94.00	$1,410.00	$85.00	$1,275.00
13	Grind Existing AC Pavement	8,450	SF	$1.45	$12,252.50	$2.00	$16,900.00	$1.26	$10,647.00
14	Overlay AC Pavement 0.17' Minimum	108	TON	$324.80	$35,078.40	$282.00	$30,456.00	$280.00	$30,240.00
15	New Parkway Drain, Inlet Type 2, S=36 inch	60	LF	$980.20	$58,812.00	$625.00	$37,500.00	$845.00	$50,700.00
16	Signing and Striping	1	LS	$58,158.00	$58,158.00	$62,671.00	$62,671.00	$38,500.00	$38,500.00
17	Traffic Signal	1	LS	$442,131.00	$442,131.00	$496,987.00	$496,987.00	$550,000.00	$550,000.00
18	Demobilization	1	LS	$5,000.00	$5,000.00	$10,500.00	$10,500.00	$16,515.00	$16,515.00
19	Unforseen work not covered within all other bid items	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$882,468.90**		**$911,223.00**		**$960,199.50**

***Arithmetic error**

ATTACHMENT "D"



City of Redlands

Cypress Avenue and Cajon Street Traffic Signal Improvement Project

Author: Redlands GIS **Date:** 10/8/2025

CONSTRUCTION PLANS FOR
CITY OF REDLANDS

CYPRESS AVENUE AND CAJON STREET
TRAFFIC SIGNAL PROJECT

CITY PROJECT No. 253008

SIGNING AND STRIPING GENERAL NOTES

1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE 2023 STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA, AND THE CALIFORNIA MANUAL OF TRAFFIC CONTROL DEVICES (CA MUTCD) (2014 EDITION, REV 7), THE CURRENT CITY OF REDLANDS STANDARD SPECIFICATIONS AND DETAILS, UNLESS SPECIFIED ON THE PLANS.
2. PROCEDURES FOR PAINTING OF STRIPING AND PAVEMENT MARKINGS AND INSTALLATION OF PAVEMENT MARKERS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE FOLLOWING PROVISIONS:

A. ALL PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.

B. ALL CONFLICTING TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED.

C. ALL CONTROL POINTS AND SPOTTING REMOVED DURING REMOVAL PROCESS SHALL BE REPLACED PRIOR TO INSTALLATION OF STRIPING AND MARKINGS.

D. ALL CONTROL POINTS AND SPOTTING SHALL BE INSPECTED AND APPROVED BY THE CITY STAFF PRIOR TO INSTALLATION OF NEW OR REPLACEMENT STRIPING AND MARKINGS.

E. UNDER NO CONDITIONS SHALL A ROADWAY BE LEFT OVER NIGHT, WEEKENDS OR HOLIDAYS WITHOUT APPROPRIATE STRIPING AND MARKINGS TO THE SATISFACTION OF THE CITY STAFF.

F. ALL TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED WITH ALL APPROPRIATE PERMITS AND TRAFFIC CONTROL MEASURES, IN ACCORDANCE WITH THE CA MUTCD.

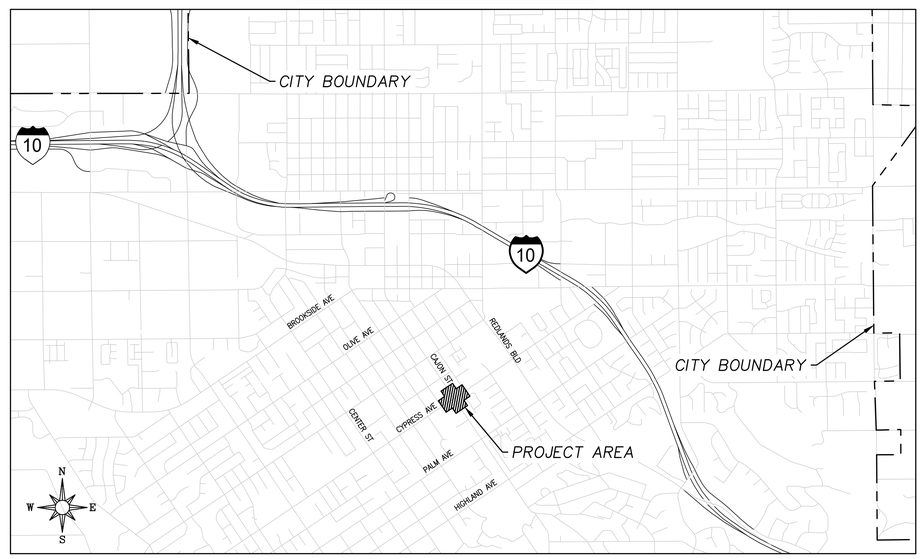
G. TEMPORARY OR CONSTRUCTION STRIPING AND MARKINGS SHALL BE IN ACCORDANCE WITH THE CA MUTCD AND AS DIRECTED BY THE CITY STAFF.

TRAFFIC SIGNAL GENERAL NOTES

1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE 2023 STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA, AND THE CALIFORNIA MANUAL OF TRAFFIC CONTROL DEVICES (2014 EDITION, REV 7), THE CURRENT CITY OF REDLANDS STANDARD SPECIFICATIONS AND DETAILS, UNLESS SPECIFIED ON THE PLANS.
2. THE EXACT LOCATION OF SIGNAL STANDARDS SHALL BE DETERMINED IN THE FIELD BY THE CITY STAFF.
3. ALL SIGNAL HEAD SHALL BE PROVIDED WITH METAL BACKPLATES. SIGNAL HEADS SHALL NOT BE PLASTIC. ALL SIGNAL INDICATIONS SHALL BE 12" L.E.D.'S PER THE PROJECT SPECIFICATIONS.
4. ALL PULL BOXES SHALL BE No. 6 SINGLE DEPTH UNLESS OTHERWISE SHOWN AND SHALL BE SET ON 6" OF 3/4" GRAVEL. ALL PULL BOX BOTTOMS SHALL BE SEALED WITH 2" MORTAR WITH A 1" WEEP HOLE. ALL CONDUITS INSTALLED IN ANY PULL BOXES SHALL BE CUT OFF 3" ABOVE THE BOTTOM. MAXIMUM PULL BOX SPACING SHALL BE 200'.
5. ALL CONDUIT SHALL BE SCHEDULE 80 P.V.C. AND SHALL HAVE A MINIMUM OF 24" COVER IN ALL TRAFFIC LOADED AREAS. THERE SHALL BE A 24" RADIUS ON ALL CONDUIT BENDS.
6. THE CONTRACTOR SHALL INSTALL APS TYPE PUSH BUTTONS.
7. CONDUIT BETWEEN PULL BOX AND SIGNAL STANDARD SHALL BE 2–1/2" RIGID FOR TYPE 1–A AND 3" RIGID FOR ALL MAST ARM POLES.
8. SOUTHERN CALIFORNIA EDISON (SCE) SHALL PROVIDE SERVICE FOR THE SIGNAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FEED AS SHOWN ON THIS PLAN.
9. CONTRACTOR TO COORDINATE WITH SOUTHERN CALIFORNIA EDISON (SCE) AND OTHER UTILITY COMPANIES.
10. THE CONTRACTOR SHALL INSTALL A TYPE IV PHOTO ELECTRIC CELL (PEC) TO OPERATE THE LUMINAIRES ON EACH STANDARD.
11. SAFETY LIGHTING SHALL HAVE #8 COPPER WIRE (ONE BLACK, ONE WHITE) AND #10 COPPER WIRE GOING UP IN THE POLE.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING ALL TRAFFIC SIGNAL POLE LOCATIONS, PRIOR TO PROCURING EQUIPMENT.

ABBREVIATIONS

PROP.	PROPOSED	FS	FINISHED SURFACE	VAR	VARIES
EX.	EXISTING	LIP	LIP OF GUTTER	N'LY	NORTHERLY
TEMP.	TEMPORARY	WV	WATER VALVE	E'LY	EASTERLY
C&G	CURB AND GUTTER	WM	WATER METER	S'LY	SOUTHERLY
EP	EDGE OF PAVEMENT	PB	PULLBOX	W'LY	WESTERLY
FL	FLOW LINE	G	GAS VALVE	STA.	STATION
TC	TOP OF CURB	SD	STORM DRAIN	ELEV	ELEVATION
BCR	BEGINNING OF CURB RETURN	FH	FIRE HYDRANT	PCC	PORTLAND CEMENT CONCRETE
ECR	END OF CURB RETURN	MH	MANHOLE	CB	CATCH BASIN
℄	CENTERLINE	E	ELECTRICAL	MH	SEWER MANHOLE
R/W	RIGHT–OF–WAY	T	TELEPHONE	LT	LEFT
BX	BOTTOM OF WING	MB	MAILBOX	RT	RIGHT
TX	TOP OF WING	PP	POWER POLE	EA	EACH
AC	ASPHALT CONCRETE				



VICINITY MAP
N.T.S.

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET
SHEET 2 – STREET IMPROVEMENT PLAN
SHEET 3 – SIGNING AND STRIPING PLAN
SHEET 4 – TRAFFIC SIGNAL PLAN

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN–LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANAGER

STREET IMPROVEMENT GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)," 2021, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION," 2021, AND THESE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE.
2. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN. THE UTILITIES ARE PLOTTED FROM RECORD AND FIELD DATA. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES WHETHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF UNDERGROUND LINES.
3. STREETS MAY BE REQUIRED TO HAVE A MILL AND OVERLAY APPLIED AT THE OPTION OF THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE. TYPE OF MILL AND OVERLAY IS TO BE DETERMINED BY THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE.
4. RESURFACE EXISTING ROADWAY, AS DIRECTED BY THE ENGINEER OR APPOINTED REPRESENTATIVE, DUE TO UTILITY INSTALLATIONS AND CONSTRUCTION DAMAGE
5. EXISTING STRIPING SHALL BE REMOVED AND REPLACED AS NECESSARY. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRIPING PLAN APPROVED BY THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE.
6. CURB INSTALLATIONS AT LESS THAN 0.50% GRADE SHALL HAVE CONSTRUCTION STAKES SET AT 12.5 FOOT MAXIMUM INTERVALS AND ALL CURB FORMS SHALL BE CHECKED FOR GRADE COMPLIANCE PRIOR TO CONCRETE POUR. MAXIMUM DEVIATION FROM DESIGN PROFILE GRADE AT ANY LOCATION SHALL BE 0.01 FOOT.
7. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT AT 811 OR (TOLL FREE) AT 1–800–422–4133, TWO WORKING DAYS BEFORE YOU DIG.
8. SOILS REPORT WITH LABORATORY TESTS OF THE "R" VALUE AND SOILS ENGINEER'S STREET STRUCTURAL SECTION RECOMMENDATION SHALL BE REVIEWED AND APPROVED BY THE CITY PRIOR TO ISSUANCE OF THE ENCROACHMENT PERMIT.
9. ASPHALT CONCRETE PAVEMENT SECTIONS ON NEW STREETS GREATER THAN 3 INCHES (75 MM) THICK SHALL BE PLACED IN A MINIMUM OF TWO LIFTS WITH THE LAST LIFT BEING DELAYED UNTIL 95% OF ALL CONSTRUCTION HAS BEEN COMPLETED.
10. THE FINAL PAVEMENT OR SURFACE LAYER OF ASPHALTIC CONCRETE ROADWAY PAVEMENT SHALL NOT BE PLACED UNTIL ALL UTILITIES AND UTILITY LATERALS WITHIN THE ROADWAY HAVE BEEN INSTALLED, COMPACTED, TESTED AND ACCEPTED BY THE CITY, ALL ON–SITE IMPROVEMENTS INCLUDING ALL GRADING HAVE BEEN COMPLETED AND ALL UNACCEPTABLE PARKWAY AND ROADWAY IMPROVEMENTS ARE REMOVED AND REPLACED TO THE SATISFACTION OF THE CITY.
11. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT.
12. CUT STONE CURB REMOVED FOR CONSTRUCTION SHALL BE DELIVERED TO CITY DESIGNATED STORAGE YARD WITH CITY OF REDLANDS.

Know what's below. Call before you dig.

City of REDLANDS "A CITY THAT WORKS"

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

DATES OF SURVEY NOVEMBER 14-20, 2022.

HORIZONTAL CONTROL FOR THIS PROJECT IS BASED UPON FOUND EXISTING CENTERLINE MONUMENTS PER SAN BERNARDINO COUNTY SURVEYOR RECORDS AND CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5, FROM GPS MEASUREMENTS MADE FOR THIS PROJECT.

VERTICAL CONTROL IS BASED UPON CITY OF REDLANDS BM R-81: BRASS DISK IN TOP OF CURB AT SE CORNER CAJON STREET AND PALM AVENUE, EAST END OF RETURN. ELEV. = 1506.64' NGVD29

Plan Prepared By: Giuseppe S. Canzonieri

9/27/2023
Date

KOA
A LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANZONIERI
No. C79006
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL PROJECT PROJECT NO. 253008

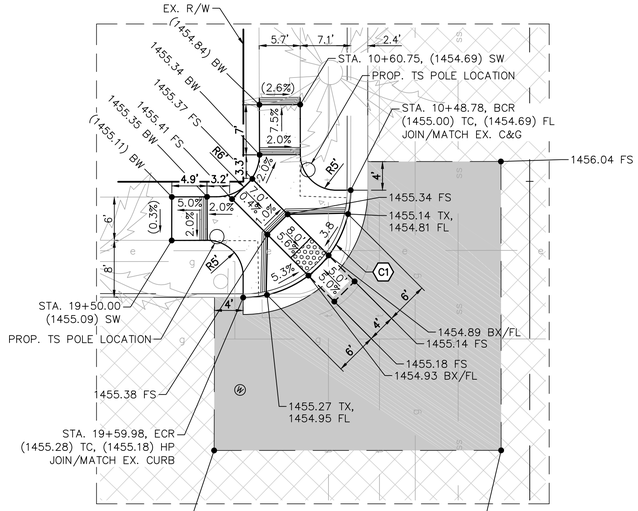
TITLE SHEET

Designed by: RP
Date: 9/12/2023
Checked by: AA
Date: 9/12/2023
Drawn by: KA
Date: 8/22/2023
Checked by:
Date:

Reviewed By: 9/27/2023
Gerard Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 9/27/2023
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

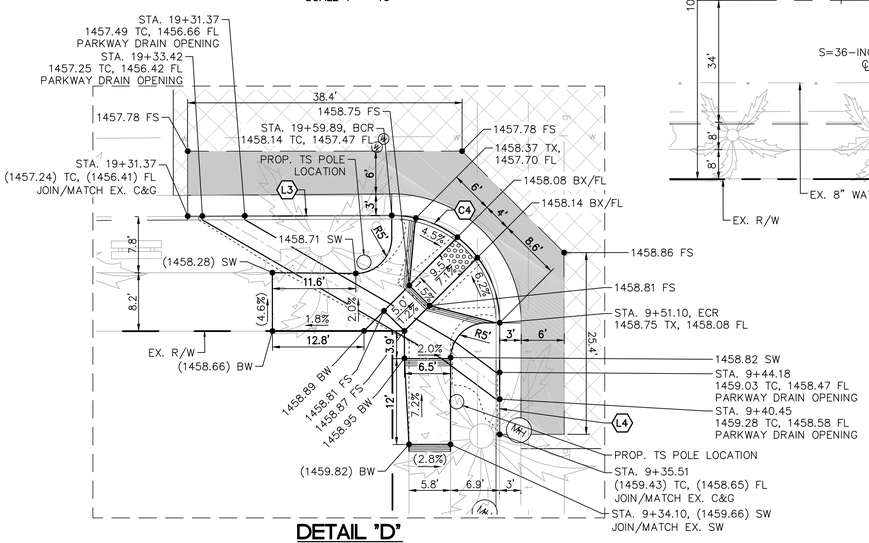
Sheet 1 of 4 Sheets
Scale: Horiz. N/A
Vert. N/A

2413 - TS



DETAIL "A"

SCALE 1" = 10'



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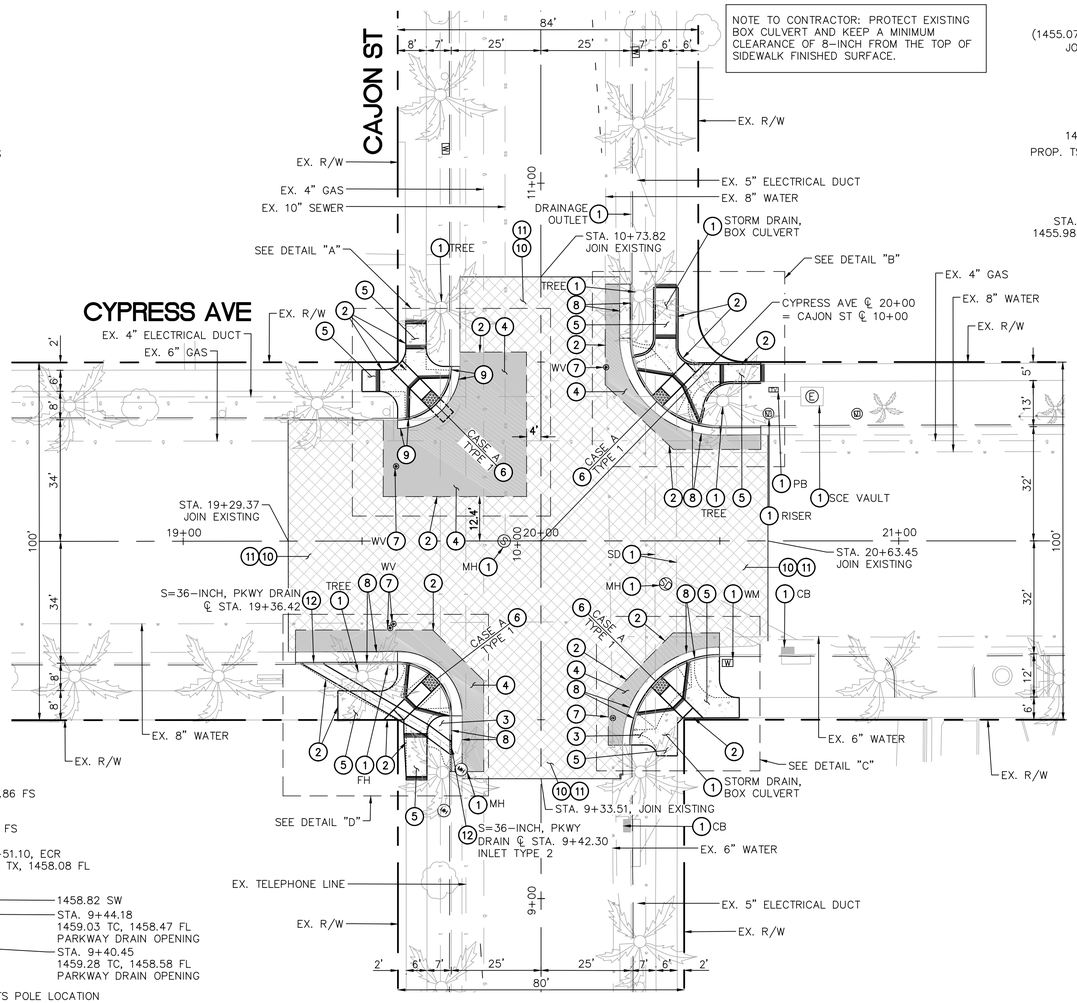
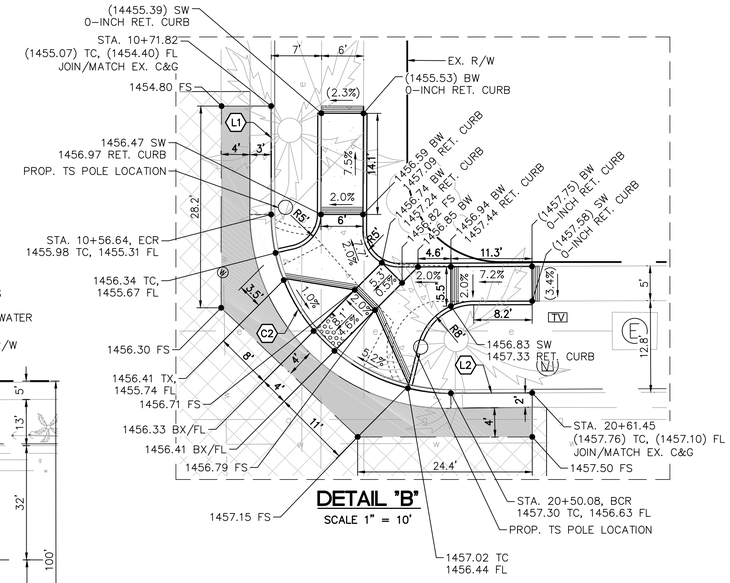
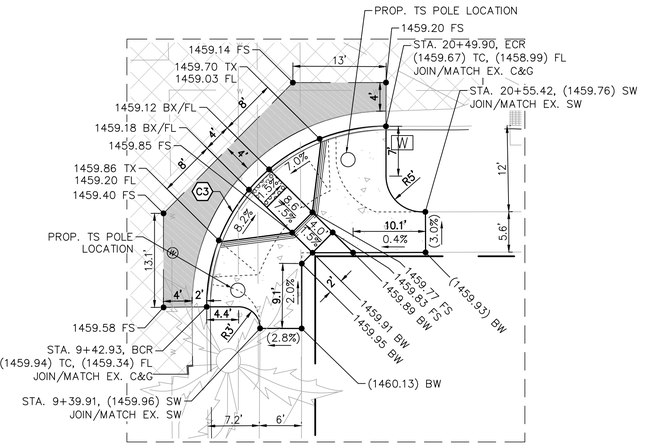




DETAIL "B"

SCALE 1" = 10'



DETAIL "C"

SCALE 1" = 10'

LINE TABLE		
L#	LENGTH	DIRECTION
L1	15.15'	N33° 58' 57.18"W
L2	11.36'	N55° 46' 25.66"E
L3	28.51'	S55° 47' 07.49"W
L4	15.59'	S33° 55' 50.32"E

CURVE TABLE				
C#	LENGTH	RADIUS	DELTA	TANGENT
C1	23.59'	15.00'	090°06'53.14"	15.03'
C2	39.37'	25.00'	090°14'19.37"	25.10'
C3	39.56'	25.00'	090°40'22.78"	25.30'
C4	23.66'	15.00'	090°21'35.57"	15.09'

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN.
3. REMOVE EXISTING AND RESTORE LANDSCAPE AND IRRIGATION TO THE SATISFACTION OF THE FIELD ENGINEER.
4. REMOVE EXISTING AND CONSTRUCT 3-INCH AC PAVEMENT (HMA TYPE C2-PG 64-10) OVER 4-INCH CRUSHED AGGREGATE BASE. FINAL 2-INCH CAP SHALL BE CONSTRUCTED CONCURRENTLY WITH THE 2-INCH AC PAVEMENT OVERLAY.
5. CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER 95% COMPACTED NATIVE PER CITY OF REDLANDS STANDARD PLAN 705.
6. CONSTRUCT 4-INCH THICK PCC CURB RAMP WITH 3'X4' DETECTABLE WARNING SURFACE OVER 90% COMPACTED NATIVE PER SPPWC STANDARD PLAN 111-5, CASE AND TYPE PER PLAN.
7. ADJUST EXISTING UTILITY TO GRADE, UTILITY TYPE AS SHOWN ON PLANS.
8. CONSTRUCT 8-INCH PCC CURB AND GUTTER PER SPPWC STANDARD PLAN 120-3, DETAIL A2-8. GUTTER WIDTH VARIES, AS SHOWN ON PLAN.
9. CONSTRUCT 4-INCH PCC CURB AND GUTTER PER SPPWC STANDARD PLAN 120-3 (A2-8 MOD). GUTTER WIDTH VARIES, AS SHOWN ON PLAN.
10. COLD MILL AC PAVEMENT, 2-INCH DEPTH.
11. CONSTRUCT 2-INCH AC PAVEMENT (HMA TYPE C2-PG 64-10) OVERLAY.
12. CONSTRUCT PARKWAY DRAIN, INLET TYPE 2, PER SPPWC STANDARD PLAN 151-3. S=36-INCH.

LEGEND:

- PCC SIDEWALK
- AC PAVEMENT
- COLD MILL AND OVERLAY

SCALE 1"=20'

LINE IS 2 INCHES AT FULL SIZE IF NOT 2" - SCALE ACCORDINGLY

Know what's below. Call before you dig.

BENCHMARK

DATES OF SURVEY NOVEMBER 14-20, 2022.

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Plan Prepared By: Giuseppe S. Canzonieri 9/27/2023 Date

KOA A LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
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Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER GIUSEPPE S. CANZONIERI No. C79006 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS

Municipal Utilities and Engineering Department

CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL PROJECT PROJECT NO. 253008

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Approved By: 9/27/2023
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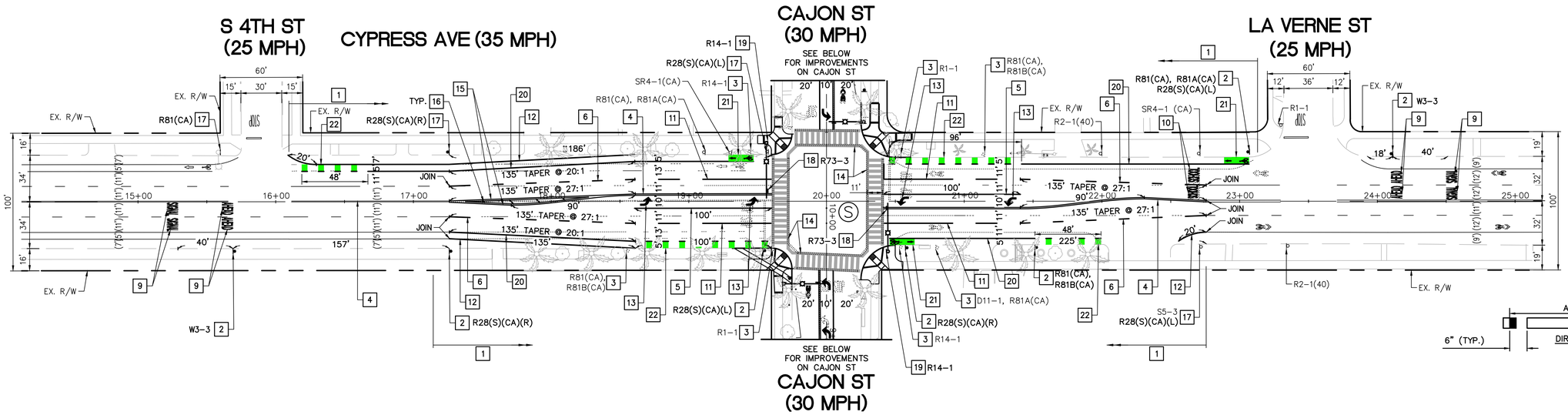
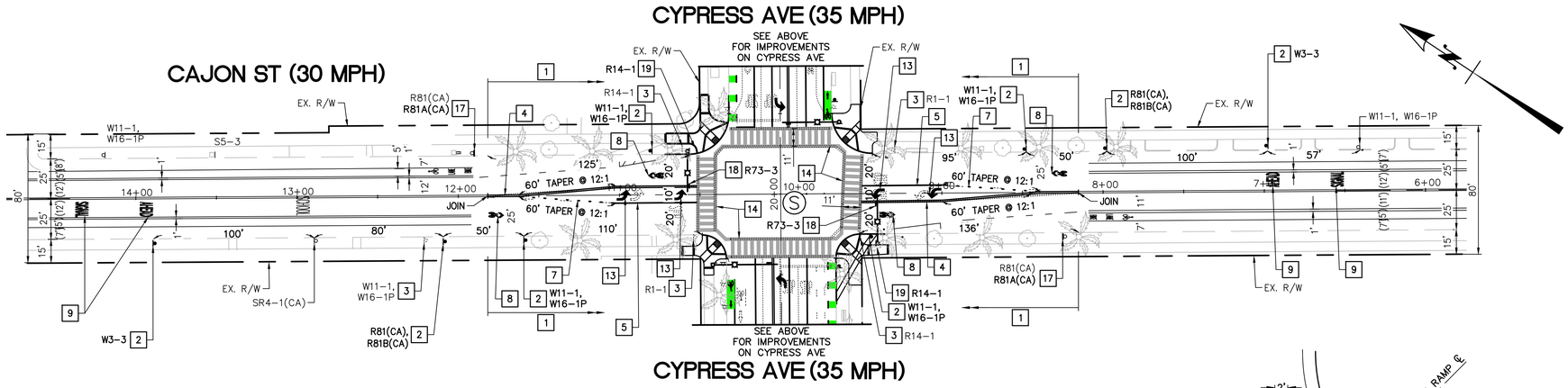
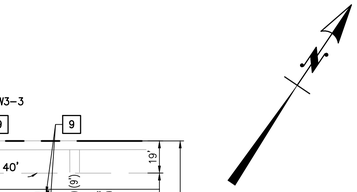
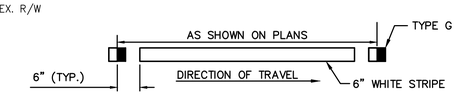
Sheet 2 of 4 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

2413 - TS









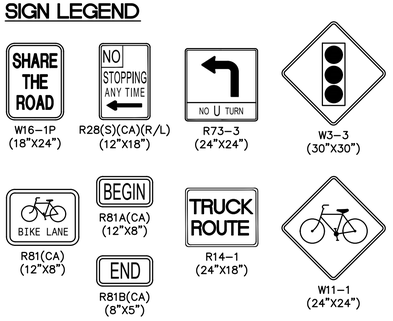
DETAIL "A"
NOT TO SCALE

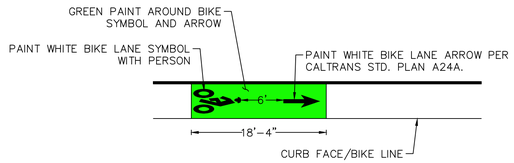
SIGNING AND STRIPING CONSTRUCTION NOTES

* ALL STRIPING SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (2023 EDITION)

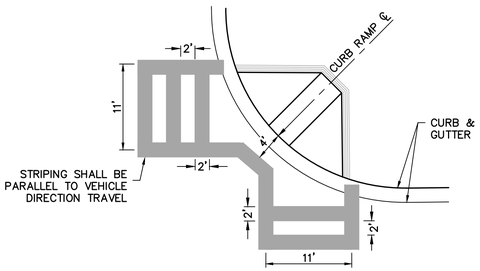
1. REMOVE CONFLICTING STRIPING/PAVEMENT MARKINGS BY GRINDING.
2. FURNISH AND INSTALL ROADSIDE SIGN AND POST.
3. REMOVE EXISTING SIGN AND POST.
4. INSTALL 6" DOUBLE YELLOW CENTERLINE, DETAIL 22.
5. INSTALL 8" WHITE CHANNELIZING LINE, DETAIL 38.
6. INSTALL 6" WHITE LANE LINE, DETAIL 9.
7. INSTALL 6" WHITE LANE LINE EXTENSION, DETAIL 40.
8. INSTALL WHITE SHARED ROADWAY BICYCLE PAVEMENT MARKING.
9. INSTALL WHITE "SIGNAL", "AHEAD" PAVEMENT MARKING.
10. INSTALL YELLOW "SCHOOL" PAVEMENT MARKING.
11. INSTALL 50 FT 6" SOLID WHITE STRIPE PER DETAIL "A".
12. INSTALL 6" WHITE RIGHT EDGELINE, DETAIL 27B.
13. INSTALL TYPE IV (L) ARROW.
14. INSTALL 12" YELLOW LADDER CROSSWALK.
15. INSTALL 6" YELLOW MEDIAN ISLAND, DETAIL 29.
16. INSTALL 4" YELLOW DIAGONAL STRIPE 20' C-C.
17. FURNISH AND INSTALL ROADSIDE SIGN ON EXISTING POST AND/OR POLE.
18. FURNISH AND INSTALL SIGN ON MAST ARM PER CALTRANS STANDARD PLAN ES-7N, DETAIL U.
19. FURNISH AND INSTALL SIGN ON SIGNAL POLE PER CALTRANS STANDARD PLAN RS4.
20. INSTALL 6" WHITE BIKE LANE LINE, DETAIL 39.
21. INSTALL GREEN PAINT AND BIKE LANE SYMBOL PER DETAIL "B".
22. INSTALL DASHED GREEN PAINT AND DASHED LANE LINE PER DETAIL "C".

SIGN LEGEND

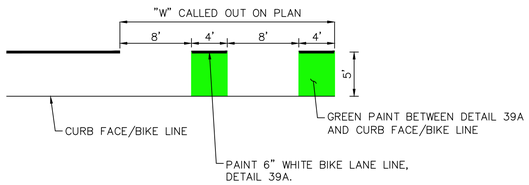




DETAIL "B"
NOT TO SCALE



LADDER CROSS WALK DETAIL
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

LEGEND

1. = EXISTING STRIPING & MARKINGS TO REMAIN.
   = EXISTING STRIPING & MARKINGS TO BE REMOVED.
   = PROPOSED STRIPING & MARKINGS.
2. = EXISTING SIGN AND POST.
   = EXISTING SIGN AND POST TO BE REMOVED OR RELOCATED.
   = PROPOSED SIGN AND POST.
3. (S) = SIGNALIZED INTERSECTION.

811 Know what's below. Call before you dig.

SCALE 1"=40'

0 40 80

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

DATES OF SURVEY NOVEMBER 14-20, 2022.

HORIZONTAL CONTROL FOR THIS PROJECT IS BASED UPON FOUND EXISTING CENTERLINE MONUMENTS PER SAN BERNARDINO COUNTY SURVEYOR RECORDS AND CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5, FROM GPS MEASUREMENTS MADE FOR THIS PROJECT.

VERTICAL CONTROL IS BASED UPON CITY OF REDLANDS BM R-81: BRASS DISK IN TOP OF CURB AT SE CORNER CAJON STREET AND PALM AVENUE, EAST END OF RETURN. ELEV. = 1506.64' NGVD29

Plan Prepared By: Giuseppe S. Canzonieri

9/27/2023
Date

KOA
A LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER
GIUSEPPE S. CANZONIERI
No. C79006
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL PROJECT PROJECT NO. 253008
SIGNING AND STRIPING PLAN

Designed by: RP
Date: 9/12/2023
Checked by: AA
Date: 9/12/2023
Drawn by: KA
Date: 8/22/2023
Checked by:
Date:

Reviewed By: 9/27/2023
Gerard Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 9/27/2023
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 3 of 4 Sheets
Scale: Horiz. 1" - 40'
Vert. N/A

2413 - TS

POLE SCHEDULE

POLE DATA NO.	POLE DATA TYPE	POLE DATA HEIGHT	SIGNAL M.A. LENGTH	LUMINAIRE M.A. LENGTH	LUMINAIRE LED EQ WATTS	SIGNAL MOUNTING M.A.	SIGNAL MOUNTING POLE VEH.	SIGNAL MOUNTING POLE PED.	APS PED PUSH BUTTON Ø	APS PED PUSH BUTTON QUAD	APS PED PUSH BUTTON ARROW	POLE LOCATION A	POLE LOCATION B	R.S.N.S.	REMARKS
A	26-4-100	30'	40'	12'	200W	2-MAS	SV-1-T	SP-1-T	2	E	←	-3.6	8.5	Cajon St.	
B	1-A	10'	–	–	–	–	TV-1-T	SP-1-T	4	S	→	-2.8	6.0		
C	19-4-100	30'	30'	12'	200W	2-MAS	SV-1-T	SP-1-T	–	–	—	-1.0	2.0	Cypress Ave.	
D	PPB POST	4'-7"	–	–	–	–	–	–	4	S	←	6.0	5.0		
E	15TS	30'	–	12'	200W	–	TV-1-T	SP-1-T	6	W	→	5.5	6.0		
F	19-4-100	30'	25'	12'	200W	2-MAS	SV-1-T	SP-1-T	6	W	←	5.3	4.0	Cajon St.	
G	1-A	10'	–	–	–	–	TV-1-T	SP-1-T	8	N	→	2.7	4.4		
H	19-4-100	30'	30'	12'	200W	2-MAS	SV-1-T	SP-1-T	–	–	—	-11.0	6.0	Cypress Ave.	
I	PPB POST	4'-7"	–	–	–	–	–	–	2	E	→	0.0	7.6		
J	15TS	30'	–	12'	200W	–	TV-1-T	SP-1-T	8	N	←	-3.9	6.5		

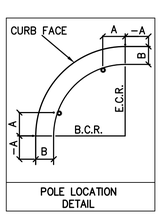
1. CONTRACTOR SHALL POTHOLE ALL POLE LOCATIONS PRIOR TO PROCURING EQUIPMENT.
2. ALL EQUIPMENT SHALL BE NEW.
3. ALL NEW SIGNAL POLES AND MAST ARMS SHALL CONFORM TO CALTRANS STANDARDS PLANS (2023 EDITION).
4. FURNISH AND INSTALL R.S.N.S. PER CALTRANS STANDARD PLAN ES-7P, CITY OF REDLANDS STD. PLAN 491-0 AND SECTION 209-5.11 OF THE SPECIFICATIONS.
5. PEDESTRIAN VEHICLE HEADS SHALL BE COUNTDOWN HEADS.

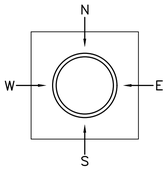
NOTE: POLE LOCATION MAY BE ADJUSTED FOR CLEARANCE BY UP TO 1'. POLES SHALL BE 2' CLEAR OF THE FACE OF THE CURB MINIMUM, AND SHALL PROVIDE FOR 4' ADA CLEAR PATH OF TRAVEL MINIMUM. CONTRACTOR MAY ADJUST PULL BOX AND CONDUIT LOCATIONS FOR CLEARANCE UPON APPROVAL OF THE ENGINEER.

CONDUCTOR SCHEDULE

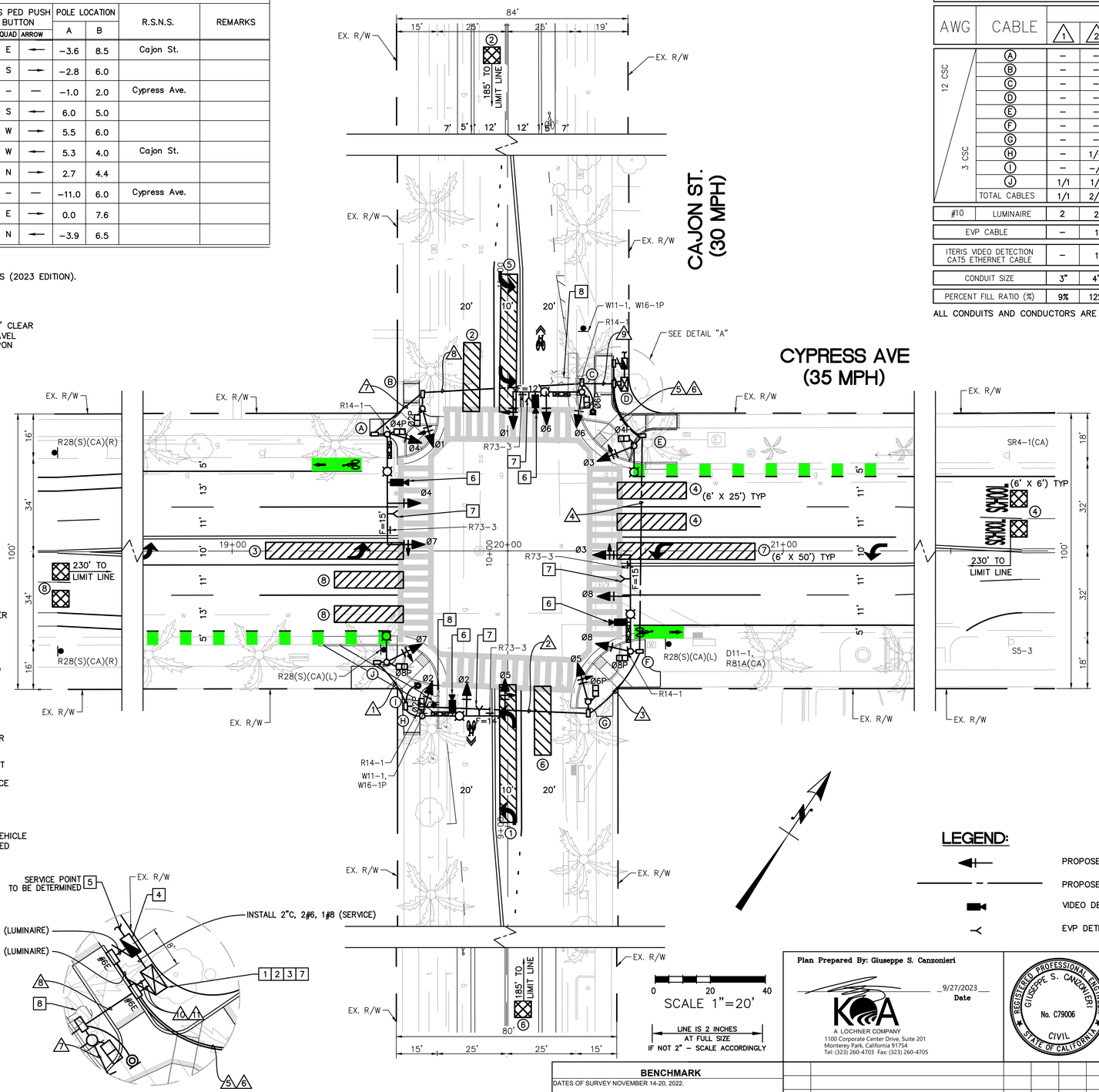
AWG	CABLE	RUNS 1	2	3	4	5	6	7	8	9	10	11
12 CSC	A	–	–	–	–	–	–	1/1	1/1	1/1	1/1	–
	B	–	–	–	–	–	–	–	1/1	1/1	1/1	–
	C	–	–	–	–	–	–	–	–	1/–	1/–	–
	D	–	–	–	–	–	–	–	–	–/1	–/1	–
	E	–	–	–	–	1/1	–	–	–	–	1/1	–
3 CSC	F	–	–	–	1/1	1/1	–	–	–	–	1/1	–
	G	–	–	1/1	1/1	1/1	–	–	–	–	1/1	–
	H	–	1/–	1/–	1/–	1/–	–	–	–	–	1/–	–
	I	–	–/1	–/1	–/1	–/1	–	–	–	–	–/1	–
	J	1/1	1/1	1/1	1/1	1/1	–	–	–	–	1/1	–
	TOTAL CABLES	1/1	2/2	3/3	4/4	5/5	–	1/1	2/2	3/3	8/8	–
#10	LUMINAIRE	2	2	2	2	–	2	2	2	2	–	–
EVP CABLE		–	1	1	2	–	2	1	1	2	–	4
ITERIS VIDEO DETECTION CAT5 ETHERNET CABLE		–	1	1	2	–	2	1	1	2	–	4
CONDUIT SIZE		3"	4"	4"	4"	4"	4"	3"	4"	4"	4"	4"
PERCENT FILL RATIO (%)		9%	12%	16%	23%	24%	4%	12%	12%	18%	38%	7%

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED

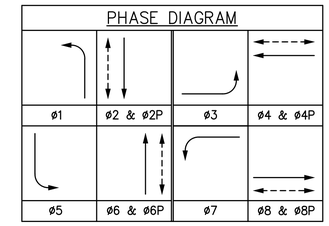




QUADRANT
PUSH BUTTON LOCATION (TOP VIEW)

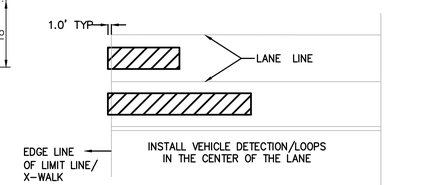


PHASE DIAGRAM



TRAFFIC SIGNAL CONSTRUCTION NOTES

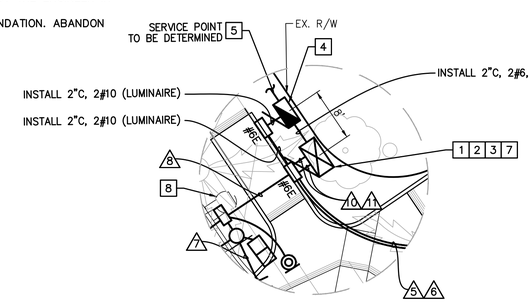
1. FURNISH AND INSTALL ECONOLITE COBALT, TYPE 2 CONT. W/ TS2-1 ADAPTER CABLE, PER THE PROJECT SPECIFICATIONS, OR APPROVED EQUAL, IN A TYPE "P" TS2-1 CABINET. CONTROLLER CABINET AND FOUNDATION PER CALTRANS STANDARD PLAN NO. ES-3A, ES-3B, AND ES-3C.
2. FURNISH AND INSTALL ITERIS VANTAGE NEXT SHELF-MOUNT PLATFORM OR APPROVED EQUAL, CONTROL UNIT AND ALL APPURTENANCES PER THE PROJECT SPECIFICATIONS AND CITY STANDARDS TO PROVIDE THE INTENDED OPERATION SHOWN. ALL ITEMS SHALL BE INSTALLED PER THE MANUFACTURERS RECOMMENDATIONS AND LICENSED TO THE CITY OF REDLANDS.
3. FURNISH AND INSTALL CLARY TRAFFIC UPS (UNINTERRUPTIBLE POWER SYSTEM) OR APPROVED EQUAL.
4. FURNISH AND INSTALL TYPE III-CF SERVICE ENCLOSURE PER PROJECT SPECIFICATIONS, OR APPROVED EQUAL, PER CALTRANS STANDARD PLAN NO. ES-2E.
5. FURNISH AND INSTALL 3" PVC CONDUIT WITH ¼" POLY PULL ROPE TO EDISON FEED POINT TO BE DETERMINED. CONTRACTOR TO FURNISH AND INSTALL SERVICE WIRES POINT FROM FEED POINT TO SERVICE PEDESTAL. CONTRACTOR SHALL COORDINATE WITH EDISON SERVICE PLANNER FOR INSTALLATION.
6. FURNISH AND INSTALL ITERIS VANTAGE NEXT VECTOR CAMERAS ON SIGNAL MAST-ARM, LOCATED/SPLITTING THE LEFT TURN AND THOUGH MOVEMENTS.
7. FURNISH AND INSTALL APPLIED INFORMATION (AI) OR CITY-APPROVED FMU EMERGENCY VEHICLE PRE-EMPTION (EVP) PER THE MANUFACTURER'S SPECIFICATIONS TO PROVIDE THE INTENDED OPERATION. EXACT LOCATION OF DETECTOR SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD.
8. REMOVE AND SALVAGE STREET LIGHT POLE COMPLETE. REMOVE FOUNDATION. ABANDON CONDUIT, REMOVE WIRES AND CLOSE CIRCUIT.



VIDEO DETECTION PLACEMENT DETAIL

LEGEND:

- PROPOSED SIGNAL HEAD
- PROPOSED CONDUIT
- VIDEO DETECTION CAMERA
- EVP DETECTOR
- VIDEO DETECTION ZONE
- RADAR DETECTION ZONE



DETAIL "A"

1"=10'

SCALE 1"=20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

DATES OF SURVEY NOVEMBER 14-20, 2022.

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Know what's below. Call before you dig.

Plan Prepared By: Giuseppe S. Canzonieri _____ 9/27/2023 Date

A. LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

REGISTERED PROFESSIONAL ENGINEER GIUSEPPE S. CANZONIERI No. C79006 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL PROJECT
PROJECT NO. 253008
TRAFFIC SIGNAL PLAN

Designed by: RP
Date: 9/12/2023
Checked by: AA
Date: 9/12/2023
Drawn by: KA
Date: 8/22/2023
Checked by:
Date:

Reviewed By: 9/27/2023
Gerard Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 9/27/2023
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Sheet 4 of 4 Sheets
Scale: Horiz. 1" - 20'
Vert. N/A

2413 - TS

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT PROJECT NO. 253008

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

SEPTEMBER 2025

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT PROJECT NO. 253008

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tem
Paul T. Barich, Councilmember
Eddie Tejeda, Councilmember
Denise Davis, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

SEPTEMBER 2025

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CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT
PROJECT NO. 253008

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
CYPRESS AVENUE AND CAJON STREET
TRAFFIC SIGNAL IMPROVEMENT PROJECT
PROJECT NO. 253008

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **October 1, 2025**, up to the hour of **2:00 p.m.**, at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT, PROJECT NO. 253008.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A or C10, C31, D31" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Elva Arellanes, Project Manager, at 909-798-7584 Ext 9. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will bemade by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT
PROJECT NO. 253008

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: CYPRESS AVENUE AND CAJON STREET
TRAFFIC SIGNAL IMPROVEMENT PROJECT,
PROJECT NO. 253008

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A or C10, C31, D31" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

CYPRESS AVENUE AND CAJON STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT
PROJECT NO. 253008

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Bid Price)	LUMP SUM	N/A	$_____
2	Clearing, Grubbing, Removing Existing Pavement And Miscellaneous Removals; Landscape Restoration	LUMP SUM	N/A	$_____
3	Temporary Traffic Control	LUMP SUM	N/A	$_____
4	Storm Water Pollution BMP	LUMP SUM	N/A	$_____
5	Construction Survey and Staking	LUMP SUM	N/A	$_____
6	Construct 3" AC Pavement	48 TON	$_____/TON	$_____
7	Construct 4" CAB	28 CY	$_____/CY	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
8	Construct 4" PCC Thick Sidewalk over 95% Compacted Native	1,200 SF	$_____/SF	$_____
9	Construct Curb Ramp with 3'x4' Detectable Warning Surface	4 EA	$_____/EA	$_____
10	Adjust Existing Utility to Grade	5 EA	$_____/EA	$_____
11	Construct 8-Inch Curb and Gutter	75 LF	$_____/LF	$_____
12	Construct 4-Inch Curb and Gutter (MOD)	15 LF	$_____/LF	$_____
13	Grind Existing AC Pavement	8,450 SF	$_____/SF	$_____
14	Overlay AC Pavement 0.17' Minimum	108 TON	$_____/TON	$_____
15	New Parkway Drain, Inlet Type 2, S=36-Inch	60 LF	$_____/LF	$_____
16	Signing And Striping	LUMP SUM	N/A	$_____
17	Traffic Signal	LUMP SUM	N/A	$_____
18	Demobilization	LUMP SUM	N/A	$_____
19	Unforeseen Work Not Covered Within All Other Bid Items	LUMP SUM	N/A	$ 50,000
			BID TOTAL PRICE (ITEMS 1-19)	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 12. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the PROJECT NO. 253008.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on PROJECT NO. 253008 that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on PROJECT NO. 253008, all in accordance with Section 4104 of the California Public Contract Code.

LICENSED SUBCONTRACTOR'S NAME AND BUSINESS ADDRESS	LICENSE #	SPECIFIC DESCRIPTION OF SUBCONTRACT & BID ITEM #	% OF BID ITEM TO BE PERFORMED

STATEMENT BY BIDDER
QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of three (3) projects of a type similar in magnitude and character to that contemplated under PROJECT NO. 253008 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 20__, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (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: Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008 , complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) 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 Eighty-five (85) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and

processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
Cypress Avenue and Cajon Street Traffic Signal Improvement Project
Project No. 253008

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008 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 _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2025, and identified as Cypress Avenue and Cajon Street Traffic Signal Improvement Project, Project No. 253008 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 _____ dollars ($_____) 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)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other

location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the

drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.

Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City 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 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.
The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*
Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Kick- Back Statute" (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:

The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. <u>Commercial General Liability</u>
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory

- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage
  - Must include liability arising from all owned, leased, hired, and non-owned autos
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
- $5 Million Per Occurrence/ Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City

harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said

devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be

responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer

said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor's property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown

area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor's compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100') maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the

work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall

indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a <u>QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT</u> conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas

adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per

plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt

concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed

of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working

width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture

shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65ºF (18ºC).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	TIME PERIOD			
	WEEK 1 (DAY 1-7)	WEEK 2 (DAY 8-14)	WEEK 3 (DAY 15-21)	WEEK 4 (DAY 22-28)
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. – *Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack

sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*

No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint

will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, Equal Tile, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and

face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

A. Utility Coordination

1. Contractor shall coordinate with Southern California Edison (SCE) planner Mathew Middendorf at (909) 307-6874 for the traffic signal service installation prior to the start of the construction.

B. Additional City Projects

1. The contractor shall coordinate with the city to determine any other additional projects near the project limits. The contractor and the city shall determine any conflicting schedule items and adjust the schedule as necessary to accommodate adjacent projects.

END OF SECTION

SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Resurfacing operations;

2. Variations to accommodate night work;

3. All required detours;

4. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

5. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. On street parking, where currently available, shall be open to the public outside of working hours; and

    b. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the Cajon Street and Cypress Avenue Traffic Signal Improvement Project for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
Street Improvement Plan	2
Signing and Striping Plan	3
Traffic Signal Plan	4

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of the Cajon Street and Cypress Avenue Traffic Signal Improvement Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); installing new traffic signal poles, signal heads, pedestrian heads, luminaries, conduit, signal cabinet/controller, signal service cabinet, video/radar detection; concrete and asphalt removals and disposals; installing new concrete sidewalk and ADA compliant curb ramps; installing all striping, pavement markings, raised pavement markers, and signage as noted on the plans, including all incidentals.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum (LS) price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Clearing, Grubbing, Existing Pavement and Miscellaneous Removals; Landscape Restoration, Bid Item 2:

Item includes but is not limited to removal of all: trash, debris, shrubs, bushes, tree stumps, pavement and pavement grindings from right of way. Remove existing PCC pavment, curb, gutter, sidewalk and curb ramp. Remove existing AC Pavement and sub base. Dust control and export to allow for installation of proposed improvements per the plans. This item includes asphalt grindings spread throughout the alley surface and shall only be paid when removal of all items have occurred, and the site is ready for installation of proposed improvements.

Payment for this item shall be made at the contract lump sum and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

3. Temporary Traffic Control, Bid Item 3:

Payment for Traffic Control Plan shall be made at the contract lump sum (LS) price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

4. Storm Water Pollution BMP, Bid Item 4:

Payment for Storm Water Pollution BMP shall be made at the contract price per lump sum (LS) and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01571.

Payment for the Storm Water Pollution BMP shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

5. Construction Survey and Staking, Bid Item 5:

Payment for Construction Survey and Staking shall be made at the contract per lump sum (LS) and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Construction Survey and Staking shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

6. Construct 3" AC Pavement, Bid Item 6:

Item includes but is not limited to the installation of Asphalt Concrete over aggregate base as specified on the project plans.

Payment for this item shall be made at the contract unit price per ton (TON) and shall constitute full compensation for all labor, material, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing hot mix asphalt concrete.

7. Construct 4" Crushed Aggregate Base (CAB), Bid Item 7:

Item includes but is not limited to the installation of Crushed Aggregate Baseover compacted native as specified on the project plans.

Payment for this item shall be made at the contract unit price per cubic yard (CY) and shall constitute full compensation for all labor, material, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing crushed aggregate base.

The contractor will not be compensated for aggregate base quantities in excess of 8% of the amount as shown in the proposal for this item.

8. Construct 4" Thick P.C.C. Sidewalk over 12" Minimum of 95% Compacted Native, Bid Item 8:

Item includes but is not limited to the installation of PCC Sidewalk as specified on the project plans.

Payment for this item shall be made at the contract unit price per square foot (SF) and shall constitute full compensation for all labor, material, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing PCC sidewalk.

9. Construct Curb Ramp with 3'X4' Detectable warning Surface, Bid Item 9:

Item includes but is not limited to earthwork, sawcuts, removals of varying thickness concrete, earthwork, dust control, grading and compaction as required for the construction of the proposed improvements under this bid item. Ramps shall include cast-in-place truncated domes. All work shown on plans shall be per section 303 of the General Conditions.

The extent of work for the installation of the ADA Access Ramp shall be as outlined on the referenced APWA Standard Plan and from BCR to ECR. It shall include all improvements necessary to install the ramp, including but not limited to, curb and gutter, cross gutter, cross gutter removal, utility cover adjustments, asphalt pavement trench repair and necessary flatwork to install ramp grooves. Included in the price of ADA access

ramp is all required sidewalk removal and replacement required to install access ramp and provide a compliant transition to the adjacent sidewalk.

Included in the price of ADA access ramp construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Also included in the price of ADA access ramp construction are relocation and repair of irrigation systems per section 212 of the General Conditions, surveying, construction staking, forming and survey monument preservation per section 01722 of the General Requirements.

Ramp types are specified on the plan based on the visual judgment. In any case, if the specified ramp type is not feasible for the particular location, contractor shall propose the alternative ramp type that could be constructed per specifications. The alternate ramp type shall be approved by the City staff. Any re-work, re-forming, additional time or additional work due to change of the ramp type shall be considered in the unit price of ADA access ramp construction.

Payment shall be made at the contract unit price per each (EA) and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required. No partial payment for ADA ramps will be released. All must be complete and operable before any compensation will be released.

10. Adjust Existing Utility, Bid Item 10:

Item includes but is not limited to adjustment of the manholes, water valves, and gas valves, to the proposed finish grade of the street. The manhole shall be re-constructed per the City of Redlands Standard, A-101, and shall include the reconstruction of the concrete collar if existing prior to construction. Valves shall be re-constructed per City of Redlands Standard, A-20514.

Payment for this item shall be made at the contract price per each (EA) and shall constitute full compensation for all labor, material, equipment and incidentals required.

11. Construct 8-inch Curb and Gutter, Bid Item 11:

Item includes but is not limited to the construction of 8" PCC (560-C-3250) curb as specified on the project plans and specifications. Curb shall be constructed per APWA Standard Plan 120-2 Curb and Gutter and shall join to existing. The height and width shall match the existing. Item also includes construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price per linear foot (LF) and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

12. Construct 4-inch Curb and Gutter (MOD), Bid Item 12:

Item includes but is not limited to the construction of 4" PCC (560-C-3250) curb as specified on the project plans and specifications. Curb shall be constructed per APWA Standard Plan 120-2 Curb and Gutter and shall join to existing. The height and width shall match the existing. Item also includes construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price per linear foot (LF) and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for this item will be released. All must be complete and operable before any compensation will be released.

13. Grind Existing AC Pavement, Bid Item 13:

Payment for the installation of Grind existing AC Pavement shall be made at the contract unit price per square foot (SF) and shall include but is not limited to localized and isolated base repair, depressed trench line repair, complete removal of existing striping and pavement markings, as well as per specification Sections 302 of General Conditions. Payment for Grind existing AC Pavement shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment, and incidentals required for Grind existing AC Pavement.

14. Overlay AC Pavement 0.17' Minimum, Bid Item 14:

Payment for the installation of Grind existing AC Pavement shall be made at the contract unit price per ton (TON) and shall include but is not limited to localized and isolated base repair, depressed trench line repair, complete removal of existing striping and pavement markings, as well as per specification Sections 302 of General Conditions. Payment for Overlay 0.17' Min AC Pavement shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment, and incidentals required for Overlay 0.17' Min AC Pavement.

15. New Parkway Drain, Inlet Type 2, Bid Item 15:

Payment for New Parkway Drain per SPPWC Standard No. 151-2 shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

The price shall include, but not be limited to all necessary trench protection (shoring, bracing, sloping, etc.), pavement saw cutting and removal, trenching, disposal of excavated native soil, clearing and disposal of shrubbery or vegetation, bedding and backfilling, placing and compacting crushed aggregate base layer to required compaction, warning tape, compacting, assisting with compaction testing, placing and removing temporary asphalt concrete, installation of base and finish paving per trench repair detail, protecting in place or removing and replacing all existing utilities and private improvements, restoring all areas to pr-existing conditions.

16. Signing and Striping, Bid Item 16:

Payment for the installation of striping and signage improvements shall be included in the contract price per lump sum (LS) and shall include surface preparation, layout, material placement, curing, protection, testing, and labor, materials, tools, etc. to install striping and curb paint.

The price shall include, but not be limited to the removal of all temporary traffic control measures installed following pavement resurfacing installation of additional sign bolts and supports and the adjusting the location of existing posts as noted on the plans, to clear obstructions not noted on the plans at the direction of City staff, the installation of cat tracking and adjustment if field inspection requires.

17. Traffic Signal, Bid Item 17:

Payment for the installation of Traffic Signal improvements shall be made at the contract price per lump sum (LS) and shall include but is not limited to the materials, equipment, installation of the traffic signal poles and foundation, mast arms, signal heads, back plates, pedestrian push buttons, pedestrian signal heads, conduits, conductors, pull boxes, video detection system, emergency vehicle preemption (EVP), traffic signal controller and cabinet, service enclosure, street lighting relocation, tree trimming as needed as specified on plans, and mast arm signs. Conduit shall be placed under existing paving in a trench 2” (53 mm) wider than the outside diameter of the conduit being installed. Trenching shall not exceed 6” (150 mm) in width. Item shall constitute full compensation for all labor, material, equipment and incidentals required.

18. Demobilization, Bid Item 18:

Payment for demobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment and incidentals required.

19. Unforeseen Work Not Covered Within All Other Bid Items, Bid Item 19:

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any required work that is outside of the proposed bid unit cost, shall be performed based on the Time and Material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to

performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may not be spent entirely.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the “Not-to-Exceed” amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount. In addition, if the Changed/Extra Work cannot be completed within the “Not-to-Exceed” limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the “Not-to-Exceed” amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor’s waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a “Daily Extra Work Report” (DEWR) to the Inspector. The “Daily Extra Work Report” shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SCHEDULE OF VALUES

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

			VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00		AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00		LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00		**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER’S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX

APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. **Penalties**
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. **Certified Payroll Reports**
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. **Nondiscrimination in Employment**
   There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. **Kickbacks Prohibited**
   Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of_____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

_____
Craft Explanation

_____
Craft Explanation

_____
Craft Explanation

Remarks

_____

_____

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

_____
Name **Signature**

_____
Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2025

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
			1 1	2 2	3 3	4 4
5 5	6 6	7 7	8 8	9 9	10 10	11 11
12 12	13 13	14 14	15 15	16 16	17 17	18 18
19 19	20 20	21 21	22 22	23 23	24 24	25 25
26 26	27 27	28 28	29 29	30 30	31 31	

FEBRUARY

S	M	T	W	T	F	S
						1 32
2 33	3 34	4 35	5 36	6 37	7 38	8 39
9 40	10 41	11 42	12 43	13 44	14 45	15 46
16 47	17 48	18 49	19 50	20 51	21 52	22 53
23 54	24 55	25 56	26 57	27 58	28 59	

MARCH

S	M	T	W	T	F	S
						1 60
2 61	3 62	4 63	5 64	6 65	7 66	8 67
9 67	10 69	11 70	12 71	13 72	14 73	15 74
16 75	17 76	18 77	19 78	20 79	21 80	22 81
23 82	24 83	25 84	26 85	27 86	28 87	29 88
30 89	31 90					

APRIL

S	M	T	W	T	F	S
		1 91	2 92	3 93	4 94	5 95
6 96	7 97	8 98	9 99	10 100	11 101	12 102
13 103	14 104	15 105	16 106	17 107	18 108	19 109
20 110	21 111	22 112	23 113	24 114	25 115	26 116
27 117	28 118	29 119	30 120			

MAY

S	M	T	W	T	F	S
				1 121	2 122	3 123
4 124	5 125	6 126	7 127	8 128	9 129	10 130
11 131	12 132	13 133	14 134	15 135	16 136	17 137
18 138	19 139	20 140	21 141	22 142	23 143	24 144
25 145	26 146	27 147	28 148	29 149	30 150	31 151

JUNE

S	M	T	W	T	F	S
1 152	2 153	3 154	4 155	5 156	6 157	7 158
8 159	9 160	10 161	11 162	12 163	13 164	14 165
15 166	16 167	17 168	18 169	19 170	20 171	21 172
22 173	23 174	24 175	25 176	26 177	27 178	28 179
29 180	30 181					

JULY

S	M	T	W	T	F	S
		1 182	2 183	3 184	4 185	5 186
6 187	7 188	8 189	9 190	10 191	11 192	12 193
13 194	14 195	15 196	16 197	17 198	18 199	19 200
20 201	21 202	22 203	23 204	24 205	25 206	26 207
27 208	28 209	29 210	30 211	31 212		

AUGUST

S	M	T	W	T	F	S
					1 213	2 214
3 215	4 216	5 217	6 218	7 219	8 220	9 221
10 222	11 223	12 224	13 225	14 226	15 227	16 228
17 229	18 230	19 231	20 232	21 233	22 234	23 235
24 236	25 237	26 238	27 239	28 240	29 241	30 242
31 243						

SEPTEMBER

S	M	T	W	T	F	S
	1 244	2 245	3 246	4 247	5 248	6 249
7 250	8 251	9 252	10 253	11 254	12 255	13 256
14 257	15 258	16 259	17 260	18 261	19 262	20 263
21 264	22 265	23 266	24 267	25 268	26 269	27 270
28 271	29 272	30 273				

OCTOBER

S	M	T	W	T	F	S
			1 274	2 275	3 276	4 277
5 278	6 279	7 280	8 281	9 282	10 283	11 284
12 285	13 286	14 287	15 288	16 289	17 290	18 291
19 292	20 293	21 294	22 295	23 296	24 297	25 298
26 299	27 300	28 301	29 302	30 303	31 304	

NOVEMBER

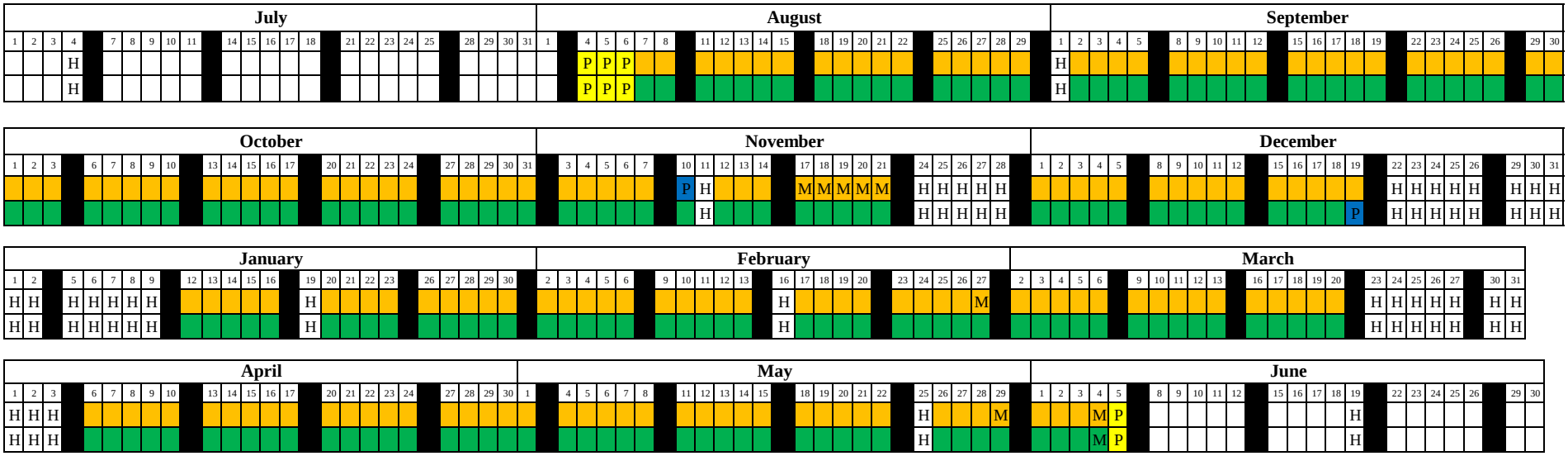
S	M	T	W	T	F	S
						1 305
2 306	3 307	4 308	5 309	6 310	7 311	8 312
9 313	10 314	11 315	12 316	13 317	14 318	15 319
16 320	17 321	18 322	19 323	20 324	21 325	22 326
23 327	24 328	25 329	26 330	27 331	28 332	29 333
30 334						

DECEMBER

S	M	T	W	T	F	S
	1 335	2 336	3 337	4 338	5 339	6 340
7 341	8 342	9 343	10 344	11 345	12 346	13 347
14 348	15 349	16 350	17 351	18 352	19 353	20 354
21 355	22 356	23 357	24 358	25 359	26 360	27 361
28 362	29 363	30 364	31 365			

City Holiday

Redlands Unified School District
Student Attendance Calendar (All Schools)
2025-2026 School Year



Holidays (No Students in Attendance)	
Independence Day	July 4
Labor Day	September 1
Veteran's Day	November 11
Thanksgiving Break	November 24 - 28
Winter Break	December 22 - January 9
Martin Luther King, Jr. Day	January 19
Presidents' Day	February 16
Spring Break	March 23 - April 3
Memorial Day	May 25
Juneteenth	June 19

End of Quarter Dates	
Quarter 1	October 3 (42 days)
Quarter 2	December 18 (47 days)
Quarter 3	March 20 (48 days)
Quarter 4	June 4 (43 days)

End of Trimester Dates	
Trimester 1	October 31 (61 days)
Trimester 2	February 27 (61 days)
Trimester 3	June 4 (58 days)

End of Semester Dates	
Semester 1	December 19 (89 days)
Semester 2	June 4 (91 days)

Attendance Days	
Students	180
Teachers	185

Elementary
Secondary

H Holiday (No Students in Attendance)
M Minimum Day (Conferences/Report Card Preparation)
P Staff Professional Day (No Students in Attendance)

Board Approved: 04/22/25

APPENDIX C
CONTRACTOR SAFETY PROGRAM

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CONTRACTOR SAFETY PROGRAM

Rev. July 2024

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I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overheadlifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination ofthese.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. businesseconomy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of thesecriteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents providedaccess to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under thisprogram.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall always be available to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall always be at the work site;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall always be available to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on the questionnaire.
D. The SPQ shall be submitted to 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for the award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced because of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules, and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
   1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
   2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
   3. JHA must be kept at job site accessible to all impacted personnel.
   4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
   1. All required PPE must be always worn during work activities.
   2. All mandatory PPE must be highlighted in the JHA.
   3. The Contractor shall provide PPE.
   4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
   1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
   2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
   3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
   4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
   1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
   2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
   1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
   2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
   1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
   2. The Contractor shall ensure that the HVAC system is protected to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
   3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow-up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow-up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for an increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining the frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. The contractor will ensure that all personnel are trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited to, the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to the Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify the Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains valuable information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

Contractor Signature	Contractor Title:
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the
Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest-ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last threeyears?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings or equivalent with employees at least every 10 working days? (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐
*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.			

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Confined Space Entry Procedure	☐	☐
	List of personnel authorized on jobsite to work in confined space(s)	☐	☐
	List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
	List of personnel authorized on jobsite to perform LOTO	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use lifts	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use a forklift	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Crane Program	☐	☐
	Copy of all expected Crane operators' Certifications	☐	☐
	List of personnel designated as Competent under Crane program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

0.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hearing Conservation Program	☐	☐
	List of personnel working in high noise areas	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

1.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
	* Copies of SDS for Chemicals used must be kept at jobsite		
	Please attach the following:	Attached?	
	Copy of written Hazard Communication Program	☐	☐
	List of personnel performing work with chemicals	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐
	List trade names of all hazardous materials which you will be using on site:		

2.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded? (If no, proceed to Question 13)**	☐	☐
	Do you have the appropriate provisions (signs, devices, barricades/)	☐	☐
	Please attach the following:	Attached?	
	Please provide a list of personnel working in traffic areas.	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

3.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written procedure(s)	☐	☐
	List of personnel working with potential exposure to asbestos	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
	Please attach the following:	Attached?	
	Copy of Silica Control Plan	☐	☐
	List of personnel working with potential exposure to silica	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written Fall Protection Program	☐	☐
	List of personnel designated as Competent under Fall Protection Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

6.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written Respiratory Protection Program	☐	☐
	List of personnel using respirators	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative,_____,
Name

on_____at_____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _ _ _

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigate	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/20/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Betterments & Improvements	200400	8501	TBD	$ 900,000.00
Reimbursed Expenditures	200400	6912	TBD	-$ 90,000.00
Reimbursed Expenditures	253400	6912		$ 90,000.00
				$ $ 900,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200400	4401	TBD	$ 810,000.00
				$ $ 810,000.00

JUSTIFICATION: To facilitate funding for HSIP Cycle 12 grants to install a traffic signal at Cypress Ave & Cajon Street

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **L. 5.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2987 of the City of Redlands Amending Chapter 13.64 (Integrated Solid Waste Management) and 13.67 (Mandatory Organic Waste Disposal Reduction) of the Redlands Municipal Code Relating to Organic Waste (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

"I move to introduce Ordinance No. 2987 amending Chapters 13.64 and 13.67 of the Redlands Municipal Code."

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2987 amending Chapters 13.64 and 13.67 of the Redlands Municipal Code.

DISCUSSION:

The purpose of this ordinance amendment is to update and clarify the City's solid waste regulations in order to ensure consistency, and support compliance with state mandates related to organic waste disposal. Specifically, the amendment proposes revisions to Redlands Municipal Code Chapters 13.64 (Integrated Solid Waste Management) and 13.67 (Mandatory Organic Waste Disposal Reduction).

The City of Redland's Solid Waste Division provides comprehensive refuse, recycling, and green waste collection services to approximately 19,000 residential units and over 900 commercial accounts. These operations include automated curbside service, roll-off bin rentals, and recycling.

Over time, inconsistencies have emerged between Chapters 13.64 and 13.67, particularly with respect to the treatment and terminology of organic waste. To address this, the proposed ordinance incorporates the term “organic waste” throughout Chapter 13.64 to align with Chapter 13.67 and with current state definitions and requirements under SB 1383. In doing so, the ordinance enhances clarity and supports the City’s commitment to regulatory compliance and sustainable waste practices.

Further, the ordinance removes all existing exemptions from participation in the green waste program, making organic waste collection mandatory for all customers unless otherwise noted. This will help to ensure uniformity throughout the City.

To improve clarity, the ordinance also includes general edits for grammar, punctuation, spelling, and formatting. In addition, a new definition for “tan container” has been added to clearly identify its role in the separation and collection of food waste. These changes ensure that the Municipal Code remains current and aligned with industry standards.

ALTERNATIVES:

The Council may elect not to introduce Ordinance No. 2987 and direct staff accordingly.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year: FY 2025-26

Discussion:

There is no fiscal impact associated with this ordinance.

Attachments

A. Ordinance 2987 -Organic Waste Handling Legislative

B. Ordinance 2987 - Organic Waste Handling Clean

ORDINANCE NO. 2987

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 13, CHAPTER 13.64 (INTEGRATED SOLID WASTE MANAGMENT) AND CHAPTER 13.67 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) OF THE REDLANDS MUNICIPAL CODE RELATING TO ORGANIC WASTE

WHEREAS, Ordinance No. 2987 would amend Chapter 13.64 (Integrated Solid Waste Management) and Chapter 13.67 (Mandatory Organic Waste Disposal Reduction) of the Redlands Municipal Code to clarify organic waste disposal; and

WHEREAS, over time, inconsistencies have emerged between Chapters 13.64 and 13.67, particularly with respect to the treatment and terminology of organic waste which requires modifications to the ordinances to ensure consistency with current state definitions and requirements under SB 1383; and.

WHEREAS, the City of Redlands is committed to maintaining a clear, enforceable, and up-to-date municipal code that aligns with best practices in solid and organic waste management; and

WHEREAS, all exemptions to the City's green waste program have been removed, making participation mandatory for all customers in support of uniform compliance and environmental responsibility; and

WHEREAS, the City has revised the ordinance to include the term "organic waste" where appropriate, to reflect evolving state regulations; and

WHEREAS, a definition for "tan container" has been added to the ordinance, specifying its use for the collection of separated food waste, consistent with organics recycling requirements; and

WHEREAS, a review of the City's existing waste related ordinance identified the need for general cleanup of grammatical errors, punctuation, spelling, and minor inconsistencies.

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

Section 1. The Table of Contents for Chapter 13.64 of the Redlands Municipal Code shall be amended to read as follows:

"SECTION:

13.64.010: Purpose

13.64.020: Definitions

13.64.030: Exclusive Jurisdiction Of City

13.64.040: Authority To Establish Rates And Charges

13.64.050: Billing And Deposit For Solid Waste Services

13.64.060: Failure To Pay Charges

13.64.070: Required

13.64.080: Unlawful Placement Of Solid Waste

13.64.090: Dumping And Burying

13.64.100: Burning

13.64.110: Unlawful To Interfere With Collection

13.64.120: Unauthorized Collection Prohibited

13.64.130: Frequency Of Collection

13.64.140: Hours Of Collection

13.64.150: Containers; Type

13.64.160: Sanitation

13.64.170: Service Levels Changes

13.64.180: Manner Of Container Placement

13.64.190: Shared Containers; Commercial Collection

13.64.200: Enclosure Requirement; Commercial

13.64.210: Special Collections (Roll-Off/Compactor Service)

13.64.220: Removal Of Containers After Collection

13.64.230: Placement Of Solid Waste In Containers

13.64.240: Placement Of Green Waste In Containers

13.64.250: Prohibited Substances In Solid Waste, Organic Waste, Green Waste Or Recyclable Material Containers

13.64.260: Additional Prohibited Substances In Green Waste Containers

13.64.270: Placement Of Recyclable Materials

13.64.280: Bulky Waste

13.64.290: Physically Challenged/Elderly Service

13.64.300: Exemption From Service

13.64.310: Director; Authorization To Enforce

13.64.320: Violation; Fines

Section 2. Section 13.64.020 ("Definitions") of Chapter 13.64 of the Redlands Municipal Code" is hereby amended to read as follows:

"13.64.020: DEFINITIONS:

For the purpose of this chapter, the following words shall have the meanings respectively ascribed to them. Words not ascribed a meaning shall have the meaning ascribed by state law.

AUTOMATED COLLECTION:

The collection of solid waste, organic waste, ~~or~~ green waste, or recyclable materials using a specially designed vehicle with mechanical apparatus which empties a container directly into a vehicle without requiring manual handling.

AUTOMATED COLLECTION CONTAINER:

A solid waste, organic waste, ~~or~~ green waste container, or recycling specially designed for automated collection.

BULKY WASTE:

Means and includes, but is not limited to, objects of furniture, household or industrial metallic discards, auto parts, construction and demolition materials, trees and/or tree trunks larger than six inches (6") in diameter, shipping crates, containers and other large, bulky or heavy objects which cannot be placed in a covered container and discarded by a customer.

COLLECTOR:

An employee of the city or an independent contractor or franchisee of the city authorized to collect and transport solid waste, organic waste, green waste, or recyclable materials.

COMMERCIAL BIN:

A city approved bin, usually one (1) cubic yard to four (4) cubic yards' capacity, designed for the deposit of solid waste, including green waste and recyclable materials, which is charged at commercial rates.

COMPOST:

The product resulting from the controlled biological decomposition of organic wastes.

CONSTRUCTION AND DEMOLITION WASTE:

All nonhazardous waste material and rubble resulting from the construction, alteration, remodeling, repair, removal or demolition of housing, commercial buildings and other structures, including, but not limited to, inert wastes, lumber, brick, soil, concrete, and plaster, which is customarily handled and transported by means of a roll-off drop box.

CONTAINER:

A city approved bin, can or receptacle used for collecting solid waste, including green waste and recyclable materials, whether owned by the city, collector, property owner or a tenant.

CURBSIDE:

The placement of a container at the public right-of-way adjacent to the customer property, in a location that is accessible for automated collection equipment without requiring Solid Waste Division staff to enter private property.

CUSTOMER:

The owner and/or occupant of any property within the city that is required to participate in the city's solid waste, including green waste, organic waste, and recyclables, collection program.

DIRECTOR:

The city's ~~municipal utilities~~ facilities and community services director or his or her designee.

GREEN WASTE:

Tree and shrubbery trimmings, tree roots less than six inches (6") in diameter, vegetation matter resulting from land clearing, grass, weeds, straw, or leaves, wood chips, sawdust and other household garden organic materials which have been segregated from other solid waste materials for the purpose of deposit at a designated collection location, including curbside location, for collection and transportation to a compost facility. Green waste does not include palm fronds, cactus or tree limbs, roots or stumps larger than six inches (6") in diameter.

GREEN WASTE CONTAINER:

A city issued automated collection container authorized for the commingled collection of green waste and organic waste generated by a property, which shall be placed at the curbside for collection.

HAZARDOUS WASTE:

Waste which, because of its quantity, concentration, physical, chemical or infectious characteristics causes any of the following:

A. An increase in mortality or serious irreversible or incapacitating reversible illness;

B. A substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of or otherwise managed;

C. Damage to property and/or contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive or otherwise harmful to the environment;

D. "Hazardous waste" means hazardous waste, extremely hazardous and acutely hazardous waste as these terms are defined by state law.

HOUSEHOLD HAZARDOUS WASTE:

Any hazardous waste, including heavy metals, generated incidental to owning and/or maintaining a property, but does not include any waste generated in the course of operating a business at a residence.

INDUSTRIAL WASTE:

Solid waste resulting from industrial processes and manufacturing operations, including, but not limited to, wholesale and volume food processing waste, boiler house cinders, lumber scraps and shavings, metal scraps and shavings and chemical wastes, or that originates from any organization, private or civic, or any number of persons or objects that manufactures, assembles, combines, converts, or refines any substance, liquid, element, material, or energy source of any type.

MAY:

Permissive.

MEDICAL WASTE:

Waste which meets both of the following requirements:

A. Is composed of waste which is generated or produced as a result of any of the following:

1. Research, diagnosis, treatment or immunization of human beings or animals;

2. The production or testing of biologicals.

B. The waste is any of the following:

1. Biohazardous waste as defined in California Health and Safety Code, division 20, chapter 6.1, article 2, section 25020.5;

2. Sharps waste, including, but not limited to, hypodermic needles, syringes, blades, tubing, acupuncture needles, root canal files, broken glass such as Pasteur pipettes and blood vials.

METALLIC DISCARD:

Any large metal article or product, or any part thereof, including, but not limited to, metal furniture, machinery, appliances, electronic products, vehicles and wood burning stoves. Metallic discards are banned by the state of California from all municipal sanitary landfills.

MUNICIPAL SERVICES STATEMENT:

A billing invoice sent to a customer by the city for use of city provided utility services.

ORGANICS CONTAINER:

A city issued container designated for the collection of organic waste generated by a property that requires manual retrieval, servicing, and return by Solid Waste Division staff using specialized collection equipment.

ORGANIC WASTE:

Waste containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green waste material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

PERSON:

Any person, firm, business, sole proprietorship, joint venture, trust, association or corporation whether for profit or nonprofit.

PROPERTY:

Any lot, vacant or under construction, building, residence, single-family or multiple-family residential, commercial or industrial property, occupied or unoccupied.

RECYCLABLE COLLECTION CONTAINER:

A container, bag, bin, roll-off drop box or other container used to hold recyclable materials placed for collection.

RECYCLABLE MATERIALS:

Those waste materials generated on or emanating from residential, commercial or industrial property that are placed for collection in a city approved container for recycling. Such materials include, but are not limited to, aluminum cans, bimetal cans, cardboard, glass containers, plastic containers, newspaper, paper, and other materials designated as recyclable by the city which, due to their nature, are discarded by the producer.

RECYCLE OR RECYCLING:

The process of collecting, sorting, cleansing, treating and reconstituting material that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products.

RECYCLING DROP OFF LOCATION:

A place where recyclable materials may be dropped off either for payment for goods received or as a donation.

SANITARY LANDFILL:

A site for solid waste disposal approved by the California integrated waste management board.

SHALL:

Mandatory.

SOLID WASTE:

The designated all-inclusive term for all putrescible and nonputrescible solid and semisolid waste including garbage, wet garbage, trash, refuse, ashes, industrial wastes, construction and demolition wastes, bulky waste, manure, vegetable or animal solid and semisolid wastes. Solid

waste does not include hazardous or household hazardous waste, medical waste or low-level radioactive waste."

Section 3. Subsection (A) of Section 13.64.030 ("Exclusive Jurisdiction of City") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"A. The collection of all solid waste, including green waste, organic waste, and recyclable materials, within the city shall be performed by the city or under the direction of the city. For such purposes, the city may use city personnel, an authorized collector, or any combination thereof."

Section 4. Subsection (A) of Section 13.64.050 ("Billing and Deposit for Solid Waste Services") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"A. Solid waste charges, including green waste, organic waste, and recyclable materials charges established by the city shall be a civil debt owing to the city by all customers for property receiving solid waste collection services."

Section 5. Section 13.64.070 ("Required") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.070: REQUIRED:

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 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.

"A. Residential:

1. Every property shall subscribe to automated or nonautomated solid waste, organic waste, green waste, and recycling 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.

2. In the event of the accumulation of solid waste matter upon any property, the city may remove the waste matter and charge a service fee, in an amount equal to the cost of such removal, to the customer.

3. Residential customers with automated service shall be responsible for the separation of organic, ~~and~~ green waste, and recyclable materials from all other solid waste generated by the property.

B. Commercial:

1. Every property shall subscribe to commercial bin, roll-off bin, commercial can, or commercial automated solid waste, organic waste, and recycling services. ~~Every commercial property generating two(2) cubic yards or more of solid waste must subscribe to organic and recycling collection services.~~ It is unlawful for any customer to fail or neglect to provide for the removal of solid waste from such property in accordance with the provisions of this chapter.

2. A commercial property issued a green waste container shall place such container at the curbside for collection.

3. Commercial businesses, not including multi-family residential dwellings, shall provide containers for the collection of designated organic waste, designated food scraps and designated recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that container in all areas where disposal containers are provided for customers.

~~2~~4. In the event of the accumulation of solid waste matter upon any property, the city may remove the waste matter and charge a service fee, in an amount equal to the cost of such removal, to the customer.

C. Roll-off Trash Containers or Portable Wheeled Trash Containers:

1. All roll-off trash containers or portable trash dumpsters shall be provided and approved by the City's Solid Waste Division. The use of unauthorized roll-off trash containers or portable trash dumpster is unlawful.

2. The authority of impounding any unauthorized roll-off trash containers or portable trash dumpsters shall be retained by the City's Solid Waste Division.

3. Seventy-two (72) hours' notice in written form of a posting, letter, or electronic message shall be provided to the owner(s) of the roll-off trash containers or portable trash dumpsters before impoundment.

4. All costs for transport, storage, and collection of materials for the removal of any unauthorized roll-off trash containers or portable trash dumpsters will be the responsibility of the container owner.

5. Any roll-off trash containers or portable dumpsters determined to pose a significant hazard to traffic, the public, or an obstruction to the right-of-way may be subject to immediate impoundment and removal without notice."

Section 6. Section 13.64.080 ("Unlawful Placement of Solid Waste") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.080: UNLAWFUL PLACEMENT OF SOLID WASTE:

A. No person shall deposit, keep, accumulate, permit, or cause any solid waste, including organic waste, green waste, and recyclable materials, to be deposited, kept or accumulated in a

condition which is offensive, unsightly, detrimental to public health or hazardous from fire upon any property or on any public street, land, alley, or driveway, except as provided in this chapter. No person shall place or deposit, or cause to be placed or deposited, or to allow to remain in the street, alley or right of way area adjacent to the property occupied by such person any solid waste, including organic waste, green waste, and recyclable materials, in, into or upon any public street, avenue, alley, right of way, or other public place in the city, or in, into, or upon any property, or in or into any river or wash or in the bed thereof, except in the manner and for the purposes permitted by this chapter.

B. No person shall deposit any solid waste, including organic waste, green waste, and recyclable materials accumulating and generated on any premises within the city, and place it in the solid waste, green waste, or recyclable container on any other premises within the city; or to place any such container for collection of solid waste, including green waste and recyclable materials, therefrom in, upon, or in front, or in the rear of any other premises."

Section 7. Section 13.64.090 ("Dumping and Burying") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.090: DUMPING AND BURYING:

No person shall dump, place, or deposit upon, or bury in any lot, land, street, alley, water or waterway within the city any solid waste, including organic waste, green waste, and recyclable materials or substance condemned by the county department of environmental health services, or any other deleterious or offensive substance; provided, however, that this section shall not apply to any land used by the county of San Bernardino or its agents as a public sanitary landfill."

Section 8. Section 13.64.100 ("Burning") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.100: BURNING:

No solid waste, including organic waste, green waste, and recyclable materials, shall be burned in the open air within the city."

Section 9. Section 13.64.110 ("Unlawful to Interfere with Collection") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.110: UNLAWFUL TO INTERFERE WITH COLLECTION:

No person shall interfere with or obstruct the collection or disposal of solid waste, including organic waste, green waste, and recyclable materials."

Section 10. Section 13.64.120 ("Unauthorized Collection Prohibited") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.120: UNAUTHORIZED COLLECTION PROHIBITED:

A. When solid waste, including organic waste, green waste, and recyclable materials, is placed for the purpose of collection, it shall become the property of the city or its authorized collector, and it is unlawful for any person other than an owner thereof, its agents and employees, to remove or cause to be removed, tamper or meddle with any solid waste, including organic waste, green waste, and recyclable materials, regardless of whether or not such container conforms to the requirements set forth by this chapter.

B. Each collection in violation of this chapter shall constitute a separate and distinct violation punishable as provided in this chapter.

C. Nothing in this chapter shall limit the right of any person, organization or other entity to donate, sell or otherwise dispose of recyclable materials, provided that any such disposal is in accordance with the provisions of this chapter."

Section 11. Section 13.64.130 ("Frequency of Collection") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.130: FREQUENCY OF COLLECTION:

Solid waste, including organic waste, green waste, and recyclable materials, shall be collected a minimum of once a week, and all solid waste, including organic waste, green waste, and recyclable materials, shall be removed from the property and disposed of in such a manner as not to become a nuisance or danger to public health~~. S~~olid waste shall be collected a minimum of once each week. The city may require a greater number of collections per week for establishments with commercial collection as deemed necessary to comply with the provisions of this chapter and for the protection of the public health, safety and welfare."

Section 12. Section 13.64.150 ("Containers; Type") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.150: CONTAINERS; TYPE:

The director shall prescribe suitable kinds of new or replacement solid waste containers and covers in which solid waste, including organic waste, green waste, and recyclable materials, shall be placed and kept for collection. All customer owned containers placed in service shall have prior approval of the director for compatibility with collection equipment. All customer owned containers shall be clearly marked with the customer's name and address.

A. Automated Containers:

1. The city shall provide automated solid waste, including organic waste, green waste, and recyclable material containers.

2. Automated containers are the property of the city and are assigned to the property address. Customers shall not remove containers from the assigned property.

3. No customer shall mark, deface or alter any city owned and assigned container.

4. If an assigned container is stolen or damaged, through no fault of a customer, the city will provide a free replacement.

5. Containers shall not exceed two hundred (200) pounds' gross weight when filled.

B. Nonautomated Containers: Residential or commercial property that cannot be serviced by the automated collection method or commercial property that cannot be serviced by commercial bin collection, as determined by the director, shall comply with the following specifications:

1. Each solid waste container shall be sufficiently durable material (metal, PVC, hard rubber) to withstand repeated handling in all type of weather and conditions. Handles shall be sturdy enough to endure repeated lifting without detachment. A tightfitting cover must be used. The use of plastic bags, boxes, fifty (50) gallon oil drums or portions of such drums and cardboard barrels is prohibited. All containers shall be free of sharp edges, splinters, protruding nails, or other conditions dangerous to collection personnel.

2. Containers shall not exceed thirty-two (32) gallons in capacity nor sixty-five (65) pounds' gross weight or twenty (20) pounds empty.

C. Bin Containers: For commercial bins that are rented from the city, the city shall provide all mechanical maintenance and repair including container replacement at such time the container is deemed unserviceable by the director.

1. Front loader bins shall be no smaller than one cubic yard and no larger than four (4) cubic yards, with side channel pick up, and must be compatible with collection equipment.

2. Rear loader bins shall be no larger than three (3) cubic yards and must be compatible with collection equipment.

3. Commercial bins may be secured through the installation of a locking bar device to prevent unauthorized collection, tampering and unauthorized placement of solid waste, yet shall be accessible for disposal and collection of solid waste, green waste, organic waste and recyclable materials by authorized persons. The customer shall either provide a combination lock, and provide the combination to the solid waste division, or provide a key lock, retain the key, and ensure that the bin remains accessible for collection during collection hours. Additional charges may be assessed, as determined by the city, for additional trips to service a locking bin, which was locked when service was attempted on the regular schedule.

D. Roll-Off Or Compactor Containers: Roll-off or compactor drop boxes shall be no larger than forty (40) cubic yards and shall be compatible with city collection equipment.

E. Noncity Owned Containers: If this section is not fully complied with, the city may deem the container as unfit for service or a potential safety hazard to collection personnel and may require the customer to provide alternative containers satisfactory to the city or to subscribe to an alternative method of collection."

Section 13. Section 13.64.160 ("Sanitation") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.160: SANITATION:

A. All containers shall be kept in a clean and sanitary condition at all times by the customer. Containers shall be kept covered at all times, except when solid waste, including organic waste,

green waste, and recyclable materials, is being deposited therein or removed therefrom, and shall at all times be secure and free from leaks.

B. Periodic cleaning of customer owned commercial bins, commercial bins rented from the city, and automated containers or recycling containers provided by the city, shall be the sole responsibility of the customer. A fee shall be assessed for this service to the customer, whether requested by the customer, the county health officer or as deemed necessary by the director."

Section 14. Section 13.64.200 ("Enclosure Requirement; Commercial") of Chapter 13.64 of the Redlands Municipal Code is hereby to read as follows:

"13.64.200: ENCLOSURE REQUIREMENT; COMMERCIAL:

A. Bin enclosure specifications shall be required to be submitted for approval to the solid waste division prior to construction as part of the development and planning process.

B. The enclosure(s) may be secured to prevent unauthorized collection, tampering, and unlawful placement of solid waste, organic waste, green waste, or recyclable materials, but must be accessible to collection personnel during hereinbefore stated collection hours. Additional charges may be assessed, as determined by the city, for additional trips to service a previously locked enclosure.

C. Each development project, as that term is defined in Public Resources Code section 42905, for which an application for a building permit has been submitted after the effective date of this chapter, shall conform to the requirements of the model ordinance adopted by the California integrated waste management board and required by the California solid waste reuse and recycling access act of 1991[1] relating to the provision of adequate areas for collecting and loading recyclable materials.

Notes:

[1] Public Resources Code Section 42900, *et seq.*"

Section 15. Section 13.64.220 ("Removal of Containers After Collection") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.220: REMOVAL OF CONTAINERS AFTER COLLECTION:

It shall be the responsibility of every customer placing a solid waste, organic waste, green waste or recyclable material container in, or upon any street, sidewalk, curb or alley for collection to remove such container from the designated collection location as soon as possible after the containers have been collected, and in any event no later than ten o'clock (10:00) P.M. on the designated collection day. It is unlawful for any person to fail or refuse to perform such duty."

Section 16. Section 13.64.230 ("Placement of Solid Waste in Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.230: PLACEMENT OF SOLID WASTE IN CONTAINERS:

A. All solid waste, organic waste, green waste, or recyclable materials placed in automated or nonautomated containers shall be placed loosely in such container so as to ensure ease of disposal. No overloaded containers, either by volume or weight, shall be collected.

B. Customers shall flatten or dismantle boxes or cartons of cardboard, which cannot be set aside for recycling, or other materials to provide the maximum volume of waste matter in containers.

C. Ashes shall be thoroughly moistened to prevent scattering and shall be bagged, wrapped or boxed prior to being placed in the container.

D. Animal feces, other than manure, and personal care products which are unsanitary and offensive shall be securely wrapped.

~~E. All solid waste created, produced, or accumulated at hotels, restaurants and other business establishments containing food waste shall be drained and placed in plastic, watertight, heavy duty bags prior to being placed in solid waste containers for collection.~~

E. Until removed by the collector, the customer shall be responsible for the cleanup of any and all discards which the customer has generated, dumped, spilled or otherwise lost or littered, notwithstanding human or animal interference, wind or other natural forces and weather during storage, collection, removal, or transfer. The collector shall be responsible for any discards spilled during collection, removal or transfer by the collector."

Section 17. Section 13.64.240 ("Placement of Green Waste in Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.240: PLACEMENT OF GREEN WASTE IN CONTAINERS:

A. All properties in the city's green waste collection program shall place all "green waste", as defined in this chapter, within the designated green waste container."

Section 18. Section 13.64.250 ("Prohibited Substances in Solid Waste, Green Waste or Recyclable Material Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.250: PROHIBITED SUBSTANCES IN SOLID WASTE, ORGANIC WASTE, GREEN WASTE OR RECYCLABLE MATERIAL CONTAINERS:

A. No person shall dispose of dangerous and infectious substances, such as medical and "hazardous waste" as defined in this chapter, in any solid waste, including organic waste, green waste, or recyclable materials, container for collection by the city.

B. No person shall place or deposit in any solid waste, including organic waste, green waste or recyclable materials, container for collection by the city, wearing apparel, bedding or other articles from any home or place where any infectious or contagious disease has prevailed. The owner or occupant of any property where an infectious or contagious disease has prevailed shall forthwith notify the county health officer and shall dispose of such articles as directed.

C. No person shall place or deposit tires, asphalt or metallic discards in any solid waste container, including organic waste, green waste or recyclable materials containers, for collection by the city.

D. If the provisions of this chapter are not fully complied with, the collector shall place a tag on the container so stating. No collection shall be made until the provisions of this section are complied with, or when a collection has been made of a container without knowledge of its prohibited contents, or a collection must be made to provide for the public health and safety, a service charge may be assessed to offset the costs of removal and disposal.

E. No person shall place or deposit any animal carcass in any solid waste, including organic waste, green waste or recyclable materials, container for collection by the city."

Section 19. Section 13.64.260 ("Additional Prohibited Substances in Green Waste Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.260: ADDITIONAL PROHIBITED SUBSTANCES IN GREEN WASTE CONTAINERS:

No person shall place or deposit any animal waste, inert noncompostable products such as dirt, rocks, concrete, painted or treated wood, wood containing nails or screws, plastic bags, glass, paper, razor blades, metal, chemicals, or other substances rendering such green waste unfit for production of soil amendments or compost, for collection by the city."

Section 20. Section 13.64.280 ("Bulky Waste") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.280: BULKY WASTE:

Bulky waste items shall not be placed within residential or commercial solid waste, organic waste, green waste, or recycling material containers. Upon request, and for an additional charge, the director may arrange special collection of these items."

Section 21. Section 13.64.290 ("Physically Challenged/Elderly Service") of Chapter 13.64 of the Redlands Municipal Codeis hereby amended to read as follows:

Section 22. Subsection (A) of Section 13.64.300 (Exemption From Service") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.300: EXEMPTION FROM SERVICE:

A. Unoccupied Property: Any customer may make application for exemption from solid waste collection services on the basis that a developed property is unoccupied, and that no solid waste, including organic waste, green waste, and recyclable materials shall be placed or offered for collection by the city or its authorized collector, from such property. The director may temporarily exempt such property from participation in the city's solid waste collection program for the limited period while the property is unoccupied; provided, that any such statement or representation shall be made in affidavit form, fully sworn to by the person making such statement or representation and filed with the director along with

payment of the application fee. An exemption shall be valid only for the time that the statements made in the affidavit continue to be true. Any violation of provisions of the exemption shall result in termination of the exemption and shall require the customer to subscribe to solid waste collection services in accordance with this chapter.

B. Fee: The fee for an application for an exemption shall be established by the city council and shall be no less than the cost to the solid waste division or authorized agent to validate the claim and shall include the cost to process and maintain records of the exemption, the costs incurred to remove container(s) from the property.

C. Expiration of Exemption: From and after the date of adoption of the ordinance establishing this chapter, all exemptions granted to customers for solid waste services which do not relate to unoccupied shall expire, and all such persons shall be subject to the provisions of this chapter and shall subscribe to the city's solid waste collection service."

Section 23. Section 13.64.320 ("Violation; Penalty") of Chapter 13.64 of the Redlands Municipal Code is hereby amended in the to read as follows:

"13.64.320: VIOLATION;FINES:

~~Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor.~~ Any person violating any of the provisions of this Chapter shall be guilty of an infraction or misdemeanor at the discretion of the City Attorney or subject to a fine.

Fines shall be assessed in the amounts specified below:

1. A fine not exceeding one hundred dollars ($100) for the first administrative citation;
2. A fine not exceeding two hundred dollars ($200.00) for a second administrative citation for violation of the same Code provision within a twelve (12) month period; and
3. A fine not exceeding five hundred dollars ($500) per Code provision violated in any subsequent administrative citation issued for violation of the same Code provision within a twelve (12) month period."

Section 24. Section 13.67.020 ("Definitions") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"13.67.020: DEFINITIONS:

For the purposes of this chapter, the following words, terms, phrases and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. In the event of a conflict between a definition in this Code and a definition in CalRecycle's SB 1383 Regulations (14 CCR Section 18982), the definitions in 14 CCR Section 18982 shall control for the purposes of this chapter. Additionally, for the purposes of this chapter, the definitions in 14 CCR 18982 shall control for terms used in this

chapter and not defined in this Code. Unless otherwise specified herein, references to the statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

BLACK CONTAINER:

Has the same meaning as in 14 CCR Section 18982 (a)(28) and shall be used for the purpose of storage and collection of black container waste. Black container waste means solid waste that is collected in a black container that is part of the City's three (3) organic waste collection service as specified in 14 CCR Section 18984.1. Designated recyclable materials, designated organic waste, and/or designated food scraps do not constitute black container waste.

BLUE CONTAINER:

Has the same meaning as in 14 CCR Section 18982.2 (a)(5) and shall be used only for the purpose of storage and collection of source separated recyclable materials or source separated blue container organic waste.

CALIFORNIA CODE OF REGULATIONS OR CCR:

The State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CALRECYCLE:

California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

CITY:

City of Redlands.

CITY ENFORCEMENT OFFICIAL:

The City Manager of the City, and/or his/her designee(s), including such City employees who are partially or wholly responsible for enforcing City ordinances, provision of the Redlands Municipal Code (the "Code" or "this Code"), and rules and regulations promulgated thereunder.

CITY MANAGER:

The City Manager or his/her designee.

COMMERCIAL BUSINESS OR COMMERCIAL:

A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a commercial business for purposes of implementing this chapter.

COMMERCIAL EDIBLE FOOD GENERATOR:

Includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 13.67.020 of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators pursuant to 14 CCR Section 18982(a)(7).

COMPLIANCE REVIEW:

A review of records by a jurisdiction to determine compliance with this chapter.

COMPOST:

Has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this chapter, that "compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

CONTAINER CONTAMINATION OR CONTAMINATED CONTAINER:

A container, regardless of color, that contains prohibited container contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

C&D:

Discarded or used materials removed from construction, remodeling, repair, renovation and/or demolition debris on any pavement, house, commercial building or other structure, or from landscaping; or, as otherwise defined in Title 15, Chapter 15.16 (Buildings & Construction - California Green Buildings Standards Code).

DESIGNATED FOOD SCRAPS:

Items designated by the City for placement in the green container that is specifically intended for the separate collection of food scraps and other organic waste materials which may be designated from time to time by the City Manager or his/her designee. Designated food scraps includes all food such as, but not limited to fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, past, bread, cheese and eggshells. Food scraps excludes fats, oil and grease (FOG), meat and/or bones when such materials have been source separated from other food scraps for the purposes of sending to a rendering company.

DESIGNATED NON-ORGANIC RECYCLABLES:

Non-putrescible and non-hazardous recyclable waste including but not limited to bottles, can, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43) and other materials which may be designate from time to time by the City Manager or his/her designee.

DESIGNATED ORGANIC WASTE:

Organic waste designated by the City for placement in a green container that is specifically intended for the separate collection of organic waste excluding designated blue container waste, carpets, non-compostable paper and textiles. Designated organic waste includes garden trimmings, leaves, grass clippings, weeds, shrub clippings and other materials which may be designated from time to time by the City Manager or his/her designee.

DESIGNATED RECYCLABLE MATERIALS:

Items designated for placement in the blue container specifically intended for the separate collection of designated non-organic recyclables and designated blue container organic waste.

DESIGNEE:

An entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

EDIBLE FOOD:

Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "edible food" is not solid waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

ENFORCEMENT ACTION:

An action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies; or, as otherwise defined in 14 CCR Section 18982(a)(19).

ENFORCEMENT OFFICIAL:

The City Manager or the City's authorized designee(s) who is/are partially or wholly responsible for enforcing this chapter.

EXCLUDED WASTE:

Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's enforcement officials, or its designees reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded waste also includes materials which require separate handling and cannot be collected from standard solid waste, recycling or organic containers, including but not limited to appliances, scrap metal, electronics, tires and oversized furniture items.

FOOD DISTRIBUTOR:

A company that distributes food to entities including, but not limited to, supermarkets and grocery stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

FOOD FACILITY:

Has the same meaning as in Section 113789 of the Health and Safety Code.

FOOD RECOVERY:

Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

FOOD RECOVERY ORGANIZATION:

An entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

A. A food bank as defined in Section 113783 of the Health and Safety Code;

B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this chapter.

FOOD RECOVERY SERVICE:

A person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

FOOD SCRAPS:

All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food scraps exclude fats, oils, and grease when such materials are source separated from other food scraps.

FOOD SERVICE PROVIDER:

An entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

FOOD-SOILED PAPER:

Compostable paper material that has come into contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

FOOD WASTE:

Food scraps but does not include food soiled paper or compostable plastics unless otherwise specified by the City.

GENERATOR:

A person or entity that is responsible for the initial creation of solid waste, and with respect to organic waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

GREEN CONTAINER:

Has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of source separated green container organic waste.

Or "…shall be used for the purpose of storage and collection of designated organic waste."

GROCERY STORE:

A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

HAULER ROUTE:

The designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY:

A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of fifty percent (50%) between January 1, 2022 and December 31, 2024, and seventy- five percent (75%) after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the "mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

INSPECTION:

A site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity

is complying with requirements set forth in this ordinance or chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

LANDSCAPE WASTE:

Tree and shrubbery trimmings, vegetation from land clearing, grass cuttings, leaves, garden organic materials, sawdust, straw, wood chips and other discarded plant or vegetation material.

LARGE EVENT:

An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this chapter.

LARGE VENUE:

A permanent venue facility that annually seats or serves an average of more than two thousand (2,000) individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter.

LOCAL EDUCATION AGENCY:

A school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

MULTI-FAMILY RESIDENTIAL DWELLING OR MULTI-FAMILY:

Of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

MWELO:

Refers to the Model Water Efficient Landscape Ordinance MWELO), 23 CCR, Division 2, Chapter 2.7.

NON-
COMPOSTABLE PAPER:

Includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process or is not accepted for composting at the local composting facility, or as otherwise defined in 14 CCR Section 18982(a)(41).

NON-ORGANIC RECYCLABLES:

Non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

NOTICE OF VIOLATION (NOV):

A notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

ORGANIC WASTE:

Solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

ORGANIC WASTE GENERATOR:

A person or entity that is responsible for the initial creation of organic waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

PAPER PRODUCTS:

Include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PRINTING AND WRITING PAPERS:

Include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

PROHIBITED CONTAINER CONTAMINANTS:

Unless otherwise defined in 14 CCR Section 18982(a)(55), means the following:

A. Discarded materials placed in the blue container that are not identified by the City as acceptable source separated recyclable materials for the blue container;

B. Discarded materials placed in the green container that are not identified as acceptable source separated green container organic waste for the green container;

C. Discarded materials placed in the black container that are not identified as acceptable source separated recyclable materials and/or source separated green container organic wastes to be placed in the green container and/or blue container;

D. Excluded waste placed in any container.

RECOVERED ORGANIC WASTE PRODUCTS:

Products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

RECOVERY:

Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

RECYCLED-CONTENT PAPER:

Paper products and printing and writing paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

RENEWABLE GAS:

Gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle organic waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

RESTAURANT:

An establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

ROUTE REVIEW:

A visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

SB 1383:

Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 REGULATIONS OR SB 1383 REGULATORY:

Means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SINGLE-FAMILY:

Of, from, or pertaining to any residential premises with more than one (1) unit..

SOLID WASTE:

Has the same meaning as defined in State Public Resources Code Section 40191, which defines solid waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

A. Hazardous waste, as defined in the State Public Resources Code Section 40141.

B. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

C. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

SOURCE SEPARATED:

Materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, source separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that source separated materials are separated from black container waste/mixed waste or other solid waste for the purposes of collection and processing.

STATE:

The State of California.

SUPERMARKET:

A full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TAN CONTAINER:

Has the same meaning as in 14 CCR Section 18984.1(a)(6) and shall be used for the collection of separated food waste.

TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR:

A commercial edible food generator that is one of the following:

A. Supermarket.

B. Grocery store with a total facility size equal to or greater than ten thousand (10,000) square feet.

C. Food service provider.

D. Food distributor.

E. Wholesale food vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this chapter.

TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR:

A commercial edible food generator that is one of the following:

A. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.

B. Hotel with an on-site food facility and two hundred (200) or more rooms.

C. Health facility with an on-site food facility and one hundred (100) or more beds.

D. Large venue.

E. Large event.

F. A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.

G. A local education agency facility with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this chapter.

WHOLESALE FOOD VENDOR:

A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76)."

Section 25. Section 13.67.030 ("Requirements for Single-Family Generators") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"13.67.030: REQUIREMENTS FOR SINGLE-FAMILY GENERATORS:

Single-family organic waste generators shall comply with the following requirements:

A. Shall subscribe to the City's three-container organic waste collection services for all organic waste generated as described below in Section 13.67.030(b). The City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and single-family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's organic waste collection service(s) by source separating designated recyclable materials and designated organic waste (including designated food scraps which shall first be prepared in the manner described in notice provided by the City) from other waste and placing designated materials in designated containers as described below:

1. Shall place only designated recyclable materials in the blue container.

2. Shall place only designated organic waste materials in the green container.

3. Shall prepare all materials designated for collection as per written instructions provided by the City or its designee.

4. Shall NOT place designated recyclable materials in black or green containers and shall NOT place designated organic waste materials in blue or black containers.

5. Shall not place prohibited container contaminants in collection containers."

Section 26. Section 13.67.040 ("Requirements for Commercial Organic Waste Generators and Commercial Business Generators") of Chapter 13.67 of the Redlands Municipal Code is hereby amended i to read as follows:

"13.67.040: REQUIREMENTS FOR COMMERCIAL ORGANIC WASTE GENERATORS AND COMMERCIAL BUSINESS GENERATORS:

Commercial organic waste generators and commercial businesses shall comply with the following requirements:

A. Shall subscribe to the City's organic waste collection service(s) and comply with requirements of those services as described below in Section 13.67.040(b). The City shall have the right to review the number and size of a generator's containers and frequency of collection to

evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and commercial businesses shall adjust their service level for their collection services as requested by the City.

B. Except for commercial businesses that meet the self-hauler requirements in Section 13.67.090 of this Chapter, generators that are commercial businesses, including multi-family residential dwellings, shall participate in the City's organic waste collection service(s) by source separating designated recyclable materials and designated organic waste (including designated food scraps) from other waste and placing designated materials in designated containers as described below:

1. Shall place only designated organic waste in the green container; designated food scraps in the organic waste container; designated recyclable materials in the blue container; and solid waste in the black container.

2. Shall NOT place materials designated for the black container into the green container, organic waste/tan container or blue container.

3. Shall NOT place designated recyclable materials, designated food scraps or designated organic waste into any container other than the container designated for each of the corresponding materials.

4. Shall NOT place prohibited container contaminants in any container.

C. Commercial businesses, including multi-family residential dwellings, shall supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 13.67.040(d)(1) and 13.67.040(d)(2) below for employees, contractors, tenants, and customers, consistent with the City's collection services or, if self-hauling, per the commercial businesses' instructions to support its compliance with its self-haul program, in accordance with Section 13.67.090.

D. Commercial businesses, not including multi-family residential dwellings, shall provide containers for the collection of designated organic waste, designated food scraps and designated recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

1. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

E. Multi-family residential dwellings are not required to comply with container placement requirements or labeling requirements pursuant to 14 CCR Section 18984.9(b).

F. Commercial businesses shall implement policies and procedures to educate and train employees on proper separation of materials and prohibit employees from placing materials in a container not designated for those materials per City's solid waste collection services.

G. Commercial businesses, excluding multi-family residential dwellings, shall inspect blue, green, tan/organic waste and/or black containers provided pursuant to Section 13.67.040(d) at least weekly for contamination and inform employees and tenants/occupants if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

H. Commercial businesses, including multi-family dwellings, shall at least annually provide written information on training to employees, contractors, tenants and customers about organic waste recovery requirements and about proper sorting of designated organic waste, designated food scraps and designated recyclable materials.

I. Commercial businesses, including multi-family residential dwellings, shall provide education information described in subsection (g) of this Section to new employees and/or tenants within fourteen (14) days of hiring new employees or of occupation of the premises by tenants. Education information shall describe requirements to keep designated organic waste, designated food scraps and designated recyclable materials separate from black container waste and the location of containers and the rules governing their use at each property.

J. Commercial businesses, including multi-family residential dwellings, shall provide or arrange access for the City or its agent(s) to their properties during all inspections conducted in accordance with Section 13.67.120 of this Chapter to confirm compliance with the requirements of this Chapter.

K. Commercial businesses, including multi-family residential dwellings, if generating two (2) cubic yards or more per week of total solid waste (or other threshold defined by the State), shall require that any contract or work agreements between the owner, occupant, or operator of the commercial business and a gardening or landscaping service specify that the organic waste generated by those services be managed in compliance with Chapter 12, Part 3, Division 30 of the State Public Resources Code.

L. Commercial businesses, including multi-family residential dwellings, that wish to self-haul organic waste or recyclables, shall meet the self-hauler requirements in Section 13.67.090 of this Chapter.

M. Nothing in this section prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

N. Commercial businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with food recovery requirements, pursuant to Section 13.67.060."

Section 27. Subsection (A) of Section 13.67.050 ("Waivers for Generators") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"A. De Minimis Waivers: The City may waive a commercial business' (including multi-family residential dwellings) obligation to comply with some or all the organic waste requirements of this Chapter if the commercial business provides documentation that the business generates below a certain amount of organic waste material as described in Section 13.67.050(2)(a) below. Commercial businesses requesting a de minimis waiver shall:

1. Apply specifying the services that they are requesting a waiver from and provide documentation as noted in Section 13.67.050(2)(a) below.

2. Provide documentation that either:

a. The commercial business' total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a blue container, organic waste/tan container or green container comprises less than twenty (20) gallons per week per applicable container of the business' total waste; or,

b. The commercial business' total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a blue container, organic waste/tan container or green container comprises less than ten (10) gallons per week per applicable container of the business' total waste.

3. Notify the City within fifteen (15) days if circumstances change such that commercial business's organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. De minimis waivers are to be valid for up to a period not to exceed every five (5) years and are subject to a reverification audit conducted by the City or its designee at any time."

Section 28. Section 13.67.090 ("Self-Hauler Requirements") of Chapter 13.67 of the Redlands Municipal Codeis hereby amended to read as follows:

"13.67.090: SELF-HAULER REQUIREMENTS:

A. Self-haulers shall source separate all designated recyclable materials and designated organic waste (materials that the City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from solid waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2 or shall haul organic waste to a high diversion organic waste processing facility as specified in 14 CCR Section 18984.3.

B. Self-haulers shall haul their source separated designated recyclable materials to a facility that recovers those materials; and haul their source separated green waste container or organic waste container to a solid waste facility, operation, activity, or property that processes or recovers source separated organic waste. Alternatively, self-haulers may haul organic waste to a high diversion organic waste processing facility.

C. Self-haulers that are commercial businesses (including multi-family residential dwellings) shall keep a record of the amount of organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers organic waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.

2. The amount of material in cubic yards or tons transported by the generator to each entity.

3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic waste.

D. Self-haulers that are commercial businesses (including multi-family self-haulers) shall provide information collected in Section 13.67.090(c) to the City upon request.

E. A single-family residential organic waste generator that self-hauls organic waste is not required to record or report information in Sections 13.67.090(c) and (d).”

Section 29. Section 13.67.100 (“”Model Water Efficient Landscaping Ordinance Requirements”) of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

“13.67.100: MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS:

A. In addition to any requirements of this code, property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than five hundred (500) square feet, or rehabilitating an existing landscape with a total landscape area greater than two thousand five hundred (2,500) square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of compost and mulch as delineated in this Section 14.

B. If, after the adoption of this chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires Cities to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.”

Section 30. 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 31. The Mayor shall sign this ordinance and the City Clerk shall certify to the introduction 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.

ATTEST:

_____
Mario Saucedo, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was introduced by the City Council at a regular meeting thereof held on the 18th day of November, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2987

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 13, CHAPTER 13.64 (INTEGRATED SOLID WASTE MANAGMENT) AND CHAPTER 13.67 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) OF THE REDLANDS MUNICIPAL CODE RELATING TO ORGANIC WASTE

WHEREAS, Ordinance No. 2987 would amend Chapter 13.64 (Integrated Solid Waste Management) and Chapter 13.67 (Mandatory Organic Waste Disposal Reduction) of the Redlands Municipal Code to clarify organic waste disposal; and

WHEREAS, over time, inconsistencies have emerged between Chapters 13.64 and 13.67, particularly with respect to the treatment and terminology of organic waste which requires modifications to the ordinances to ensure consistency with current state definitions and requirements under SB 1383; and.

WHEREAS, the City of Redlands is committed to maintaining a clear, enforceable, and up-to-date municipal code that aligns with best practices in solid and organic waste management; and

WHEREAS, all exemptions to the City's green waste program have been removed, making participation mandatory for all customers in support of uniform compliance and environmental responsibility; and

WHEREAS, the City has revised the ordinance to include the term "organic waste" where appropriate, to reflect evolving state regulations; and

WHEREAS, a definition for "tan container" has been added to the ordinance, specifying its use for the collection of separated food waste, consistent with organics recycling requirements; and

WHEREAS, a review of the City's existing waste related ordinance identified the need for general cleanup of grammatical errors, punctuation, spelling, and minor inconsistencies.

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

Section 1. The Table of Contents for Chapter 13.64 of the Redlands Municipal Code shall be amended to read as follows:

"SECTION:

13.64.010: Purpose

13.64.020: Definitions

13.64.030: Exclusive Jurisdiction Of City

13.64.040: Authority To Establish Rates And Charges

13.64.050: Billing And Deposit For Solid Waste Services

13.64.060: Failure To Pay Charges

13.64.070: Required

13.64.080: Unlawful Placement Of Solid Waste

13.64.090: Dumping And Burying

13.64.100: Burning

13.64.110: Unlawful To Interfere With Collection

13.64.120: Unauthorized Collection Prohibited

13.64.130: Frequency Of Collection

13.64.140: Hours Of Collection

13.64.150: Containers; Type

13.64.160: Sanitation

13.64.170: Service Levels Changes

13.64.180: Manner Of Container Placement

13.64.190: Shared Containers; Commercial Collection

13.64.200: Enclosure Requirement; Commercial

13.64.210: Special Collections (Roll-Off/Compactor Service)

13.64.220: Removal Of Containers After Collection

13.64.230: Placement Of Solid Waste In Containers

13.64.240: Placement Of Green Waste In Containers

13.64.250: Prohibited Substances In Solid Waste, Organic Waste, Green Waste Or Recyclable Material Containers

13.64.260: Additional Prohibited Substances In Green Waste Containers

13.64.270: Placement Of Recyclable Materials

13.64.280: Bulky Waste

13.64.290: Physically Challenged/Elderly Service

13.64.300: Exemption From Service

13.64.310: Director; Authorization To Enforce

13.64.320: Violation; Fines

Section 2. Section 13.64.020 ("Definitions") of Chapter 13.64 of the Redlands Municipal Code" is hereby amended to read as follows:

"13.64.020: DEFINITIONS:

For the purpose of this chapter, the following words shall have the meanings respectively ascribed to them. Words not ascribed a meaning shall have the meaning ascribed by state law.

AUTOMATED COLLECTION:

The collection of solid waste, organic waste, ~~or~~ green waste, or recyclable materials using a specially designed vehicle with mechanical apparatus which empties a container directly into a vehicle without requiring manual handling.

AUTOMATED COLLECTION CONTAINER:

A solid waste, organic waste, ~~or~~ green waste container, or recycling specially designed for automated collection.

BULKY WASTE:

Means and includes, but is not limited to, objects of furniture, household or industrial metallic discards, auto parts, construction and demolition materials, trees and/or tree trunks larger than six inches (6") in diameter, shipping crates, containers and other large, bulky or heavy objects which cannot be placed in a covered container and discarded by a customer.

COLLECTOR:

An employee of the city or an independent contractor or franchisee of the city authorized to collect and transport solid waste, organic waste, green waste, or recyclable materials.

COMMERCIAL BIN:

A city approved bin, usually one (1) cubic yard to four (4) cubic yards' capacity, designed for the deposit of solid waste, including green waste and recyclable materials, which is charged at commercial rates.

COMPOST:

The product resulting from the controlled biological decomposition of organic wastes.

CONSTRUCTION AND DEMOLITION WASTE:

All nonhazardous waste material and rubble resulting from the construction, alteration, remodeling, repair, removal or demolition of housing, commercial buildings and other structures, including, but not limited to, inert wastes, lumber, brick, soil, concrete, and plaster, which is customarily handled and transported by means of a roll-off drop box.

CONTAINER:

A city approved bin, can or receptacle used for collecting solid waste, including green waste and recyclable materials, whether owned by the city, collector, property owner or a tenant.

CURBSIDE:

The placement of a container at the public right-of-way adjacent to the customer property, in a location that is accessible for automated collection equipment without requiring Solid Waste Division staff to enter private property.

CUSTOMER:

The owner and/or occupant of any property within the city that is required to participate in the city's solid waste, including green waste, organic waste, and recyclables, collection program.

DIRECTOR:

The city's ~~municipal utilities~~ facilities and community services director or his or her designee.

GREEN WASTE:

Tree and shrubbery trimmings, tree roots less than six inches (6") in diameter, vegetation matter resulting from land clearing, grass, weeds, straw, or leaves, wood chips, sawdust and other household garden organic materials which have been segregated from other solid waste materials for the purpose of deposit at a designated collection location, including curbside location, for collection and transportation to a compost facility. Green waste does not include palm fronds, cactus or tree limbs, roots or stumps larger than six inches (6") in diameter.

GREEN WASTE CONTAINER:

A city issued automated collection container authorized for the commingled collection of green waste and organic waste generated by a property, which shall be placed at the curbside for collection.

HAZARDOUS WASTE:

Waste which, because of its quantity, concentration, physical, chemical or infectious characteristics causes any of the following:

A. An increase in mortality or serious irreversible or incapacitating reversible illness;

B. A substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of or otherwise managed;

C. Damage to property and/or contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive or otherwise harmful to the environment;

D. "Hazardous waste" means hazardous waste, extremely hazardous and acutely hazardous waste as these terms are defined by state law.

HOUSEHOLD HAZARDOUS WASTE:

Any hazardous waste, including heavy metals, generated incidental to owning and/or maintaining a property, but does not include any waste generated in the course of operating a business at a residence.

INDUSTRIAL WASTE:

Solid waste resulting from industrial processes and manufacturing operations, including, but not limited to, wholesale and volume food processing waste, boiler house cinders, lumber scraps and shavings, metal scraps and shavings and chemical wastes, or that originates from any organization, private or civic, or any number of persons or objects that manufactures, assembles, combines, converts, or refines any substance, liquid, element, material, or energy source of any type.

MAY:

Permissive.

MEDICAL WASTE:

Waste which meets both of the following requirements:

A. Is composed of waste which is generated or produced as a result of any of the following:

1. Research, diagnosis, treatment or immunization of human beings or animals;

2. The production or testing of biologicals.

B. The waste is any of the following:

1. Biohazardous waste as defined in California Health and Safety Code, division 20, chapter 6.1, article 2, section 25020.5;

2. Sharps waste, including, but not limited to, hypodermic needles, syringes, blades, tubing, acupuncture needles, root canal files, broken glass such as Pasteur pipettes and blood vials.

METALLIC DISCARD:

Any large metal article or product, or any part thereof, including, but not limited to, metal furniture, machinery, appliances, electronic products, vehicles and wood burning stoves. Metallic discards are banned by the state of California from all municipal sanitary landfills.

MUNICIPAL SERVICES STATEMENT:

A billing invoice sent to a customer by the city for use of city provided utility services.

ORGANICS CONTAINER:

A city issued container designated for the collection of organic waste generated by a property that requires manual retrieval, servicing, and return by Solid Waste Division staff using specialized collection equipment.

ORGANIC WASTE:

Waste containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green waste material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

PERSON:

Any person, firm, business, sole proprietorship, joint venture, trust, association or corporation whether for profit or nonprofit.

PROPERTY:

Any lot, vacant or under construction, building, residence, single-family or multiple-family residential, commercial or industrial property, occupied or unoccupied.

RECYCLABLE COLLECTION CONTAINER:

A container, bag, bin, roll-off drop box or other container used to hold recyclable materials placed for collection.

RECYCLABLE MATERIALS:

Those waste materials generated on or emanating from residential, commercial or industrial property that are placed for collection in a city approved container for recycling. Such materials include, but are not limited to, aluminum cans, bimetal cans, cardboard, glass containers, plastic containers, newspaper, paper, and other materials designated as recyclable by the city which, due to their nature, are discarded by the producer.

RECYCLE OR RECYCLING:

The process of collecting, sorting, cleansing, treating and reconstituting material that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products.

RECYCLING DROP OFF LOCATION:

A place where recyclable materials may be dropped off either for payment for goods received or as a donation.

SANITARY LANDFILL:

A site for solid waste disposal approved by the California integrated waste management board.

SHALL:

Mandatory.

SOLID WASTE:

The designated all-inclusive term for all putrescible and non-putrescible solid and semisolid waste including garbage, wet garbage, trash, refuse, ashes, industrial wastes, construction and

demolition wastes, bulky waste, manure, vegetable or animal solid and semisolid wastes. Solid waste does not include hazardous or household hazardous waste, medical waste or low-level radioactive waste.

Section 3. Subsection (A) of Section 13.64.030 ("Exclusive Jurisdiction of City") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"A. The collection of all solid waste, including green waste, organic waste, and recyclable materials, within the city shall be performed by the city or under the direction of the city. For such purposes, the city may use city personnel, an authorized collector, or any combination thereof."

Section 4. Subsection (A) of Section 13.64.050 ("Billing and Deposit for Solid Waste Services") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"A. Solid waste charges, including green waste, organic waste, and recyclable materials charges established by the city shall be a civil debt owing to the city by all customers for property receiving solid waste collection services."

Section 5. Section 13.64.070 ("Required") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.070: REQUIRED:

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 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.

"A. Residential:

1. Every property shall subscribe to automated or nonautomated solid waste, organic waste, green waste, and recycling 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.

2. In the event of the accumulation of solid waste matter upon any property, the city may remove the waste matter and charge a service fee, in an amount equal to the cost of such removal, to the customer.

3. Residential customers with automated service shall be responsible for the separation of organic, ~~and~~ green waste, and recyclable materials from all other solid waste generated by the property.

B. Commercial:

1. Every property shall subscribe to commercial bin, roll-off bin, commercial can, or commercial automated solid waste, organic waste, and recycling services. It is unlawful for any customer to fail or neglect to provide for the removal of solid waste from such property in accordance with the provisions of this chapter.

2. A commercial property issued a green waste container shall place such container at the curbside for collection.

3. Commercial businesses, not including multi-family residential dwellings, shall provide containers for the collection of designated organic waste, designated food scraps and designated recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that container in all areas where disposal containers are provided for customers.

~~2~~4. In the event of the accumulation of solid waste matter upon any property, the city may remove the waste matter and charge a service fee, in an amount equal to the cost of such removal, to the customer.

C. Roll-off Trash Containers or Portable Wheeled Trash Containers:

1. All roll-off trash containers or portable trash dumpsters shall be provided and approved by the City's Solid Waste Division. The use of unauthorized roll-off trash containers or portable trash dumpster is unlawful.

2. The authority of impounding any unauthorized roll-off trash containers or portable trash dumpsters shall be retained by the City's Solid Waste Division.

3. Seventy-two (72) hours' notice in written form of a posting, letter, or electronic message shall be provided to the owner(s) of the roll-off trash containers or portable trash dumpsters before impoundment.

4. All costs for transport, storage, and collection of materials for the removal of any unauthorized roll-off trash containers or portable trash dumpsters will be the responsibility of the container owner.

5. Any roll-off trash containers or portable dumpsters determined to pose a significant hazard to traffic, the public, or an obstruction to the right-of-way may be subject to immediate impoundment and removal without notice."

Section 6. Section 13.64.080 ("Unlawful Placement of Solid Waste") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.080: UNLAWFUL PLACEMENT OF SOLID WASTE:

A. No person shall deposit, keep, accumulate, permit, or cause any solid waste, including organic waste, green waste, and recyclable materials, to be deposited, kept or accumulated in a condition which is offensive, unsightly, detrimental to public health or hazardous from fire

upon any property or on any public street, land, alley, or driveway, except as provided in this chapter. No person shall place or deposit, or cause to be placed or deposited, or to allow to remain in the street, alley or right of way area adjacent to the property occupied by such person any solid waste, including organic waste, green waste, and recyclable materials, in, into or upon any public street, avenue, alley, right of way, or other public place in the city, or in, into, or upon any property, or in or into any river or wash or in the bed thereof, except in the manner and for the purposes permitted by this chapter.

B. No person shall deposit any solid waste, including organic waste, green waste, and recyclable materials accumulating and generated on any premises within the city, and place it in the solid waste, green waste, or recyclable container on any other premises within the city; or to place any such container for collection of solid waste, including green waste and recyclable materials, therefrom in, upon, or in front, or in the rear of any other premises."

Section 7. Section 13.64.090 ("Dumping and Burying") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.090: DUMPING AND BURYING:

No person shall dump, place, or deposit upon, or bury in any lot, land, street, alley, water or waterway within the city any solid waste, including organic waste, green waste, and recyclable materials or substance condemned by the county department of environmental health services, or any other deleterious or offensive substance; provided, however, that this section shall not apply to any land used by the county of San Bernardino or its agents as a public sanitary landfill."

Section 8. Section 13.64.100 ("Burning") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.100: BURNING:

No solid waste, including organic waste, green waste, and recyclable materials, shall be burned in the open air within the city."

Section 9. Section 13.64.110 ("Unlawful to Interfere with Collection") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.110: UNLAWFUL TO INTERFERE WITH COLLECTION:

No person shall interfere with or obstruct the collection or disposal of solid waste, including organic waste, green waste, and recyclable materials."

Section 10. Section 13.64.120 ("Unauthorized Collection Prohibited") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.120: UNAUTHORIZED COLLECTION PROHIBITED:

A. When solid waste, including organic waste, green waste, and recyclable materials, is placed for the purpose of collection, it shall become the property of the city or its authorized collector, and it is unlawful for any person other than an owner thereof, its agents and

employees, to remove or cause to be removed, tamper or meddle with any solid waste, including organic waste, green waste, and recyclable materials, regardless of whether or not such container conforms to the requirements set forth by this chapter.

B. Each collection in violation of this chapter shall constitute a separate and distinct violation punishable as provided in this chapter.

C. Nothing in this chapter shall limit the right of any person, organization or other entity to donate, sell or otherwise dispose of recyclable materials, provided that any such disposal is in accordance with the provisions of this chapter."

Section 11. Section 13.64.130 ("Frequency of Collection") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.130: FREQUENCY OF COLLECTION:

Solid waste, including organic waste, green waste, and recyclable materials, shall be collected a minimum of once a week, and all solid waste, including organic waste, green waste, and recyclable materials, shall be removed from the property and disposed of in such a manner as not to become a nuisance or danger to public health~~. S~~olid waste shall be collected a minimum of once each week. The city may require a greater number of collections per week for establishments with commercial collection as deemed necessary to comply with the provisions of this chapter and for the protection of the public health, safety and welfare."

Section 12. Section 13.64.150 ("Containers; Type") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.150: CONTAINERS; TYPE:

The director shall prescribe suitable kinds of new or replacement solid waste containers and covers in which solid waste, including organic waste, green waste, and recyclable materials, shall be placed and kept for collection. All customer owned containers placed in service shall have prior approval of the director for compatibility with collection equipment. All customer owned containers shall be clearly marked with the customer's name and address.

A. Automated Containers:

1. The city shall provide automated solid waste, including organic waste, green waste, and recyclable material containers.

2. Automated containers are the property of the city and are assigned to the property address. Customers shall not remove containers from the assigned property.

3. No customer shall mark, deface or alter any city owned and assigned container.

4. If an assigned container is stolen or damaged, through no fault of a customer, the city will provide a free replacement.

5. Containers shall not exceed two hundred (200) pounds' gross weight when filled.

B. Nonautomated Containers: Residential or commercial property that cannot be serviced by the automated collection method or commercial property that cannot be serviced by commercial bin collection, as determined by the director, shall comply with the following specifications:

1. Each solid waste container shall be sufficiently durable material (metal, PVC, hard rubber) to withstand repeated handling in all type of weather and conditions. Handles shall be sturdy enough to endure repeated lifting without detachment. A tightfitting cover must be used. The use of plastic bags, boxes, fifty (50) gallon oil drums or portions of such drums and cardboard barrels is prohibited. All containers shall be free of sharp edges, splinters, protruding nails, or other conditions dangerous to collection personnel.

2. Containers shall not exceed thirty-two (32) gallons in capacity nor sixty-five (65) pounds' gross weight or twenty (20) pounds empty.

C. Bin Containers: For commercial bins that are rented from the city, the city shall provide all mechanical maintenance and repair including container replacement at such time the container is deemed unserviceable by the director.

1. Front loader bins shall be no smaller than one cubic yard and no larger than four (4) cubic yards, with side channel pick up, and must be compatible with collection equipment.

2. Rear loader bins shall be no larger than three (3) cubic yards and must be compatible with collection equipment.

3. Commercial bins may be secured through the installation of a locking bar device to prevent unauthorized collection, tampering and unauthorized placement of solid waste, yet shall be accessible for disposal and collection of solid waste, green waste, organic waste and recyclable materials by authorized persons. The customer shall either provide a combination lock, and provide the combination to the solid waste division, or provide a key lock, retain the key, and ensure that the bin remains accessible for collection during collection hours. Additional charges may be assessed, as determined by the city, for additional trips to service a locking bin, which was locked when service was attempted on the regular schedule.

D. Roll-Off Or Compactor Containers: Roll-off or compactor drop boxes shall be no larger than forty (40) cubic yards and shall be compatible with city collection equipment.

E. Noncity Owned Containers: If this section is not fully complied with, the city may deem the container as unfit for service or a potential safety hazard to collection personnel and may require the customer to provide alternative containers satisfactory to the city or to subscribe to an alternative method of collection."

Section 13. Section 13.64.160 ("Sanitation") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.160: SANITATION:

A. All containers shall be kept in a clean and sanitary condition at all times by the customer. Containers shall be kept covered at all times, except when solid waste, including organic waste, green waste, and recyclable materials, is being deposited therein or removed therefrom, and shall at all times be secure and free from leaks.

B. Periodic cleaning of customer owned commercial bins, commercial bins rented from the city, and automated containers or recycling containers provided by the city, shall be the sole responsibility of the customer. A fee shall be assessed for this service to the customer, whether requested by the customer, the county health officer or as deemed necessary by the director."

Section 14. Section 13.64.200 ("Enclosure Requirement; Commercial") of Chapter 13.64 of the Redlands Municipal Code is hereby to read as follows:

"13.64.200: ENCLOSURE REQUIREMENT; COMMERCIAL:

A. Bin enclosure specifications shall be required to be submitted for approval to the solid waste division prior to construction as part of the development and planning process.

B. The enclosure(s) may be secured to prevent unauthorized collection, tampering, and unlawful placement of solid waste, organic waste, green waste, or recyclable materials, but must be accessible to collection personnel during hereinbefore stated collection hours. Additional charges may be assessed, as determined by the city, for additional trips to service a previously locked enclosure.

C. Each development project, as that term is defined in Public Resources Code section 42905, for which an application for a building permit has been submitted after the effective date of this chapter, shall conform to the requirements of the model ordinance adopted by the California integrated waste management board and required by the California solid waste reuse and recycling access act of 1991[1] relating to the provision of adequate areas for collecting and loading recyclable materials.

Notes:

[1] Public Resources Code Section 42900, *et seq.*"

Section 15. Section 13.64.220 ("Removal of Containers After Collection") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.220: REMOVAL OF CONTAINERS AFTER COLLECTION:

It shall be the responsibility of every customer placing a solid waste, organic waste, green waste or recyclable material container in, or upon any street, sidewalk, curb or alley for collection to remove such container from the designated collection location as soon as possible after the containers have been collected, and in any event no later than ten o'clock (10:00) P.M. on the designated collection day. It is unlawful for any person to fail or refuse to perform such duty."

Section 16. Section 13.64.230 ("Placement of Solid Waste in Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.230: PLACEMENT OF SOLID WASTE IN CONTAINERS:

A. All solid waste, organic waste, green waste, or recyclable materials placed in automated or nonautomated containers shall be placed loosely in such container so as to ensure ease of disposal. No overloaded containers, either by volume or weight, shall be collected.

B. Customers shall flatten or dismantle boxes or cartons of cardboard, which cannot be set aside for recycling, or other materials to provide the maximum volume of waste matter in containers.

C. Ashes shall be thoroughly moistened to prevent scattering and shall be bagged, wrapped or boxed prior to being placed in the container.

D. Animal feces, other than manure, and personal care products which are unsanitary and offensive shall be securely wrapped.

E. Until removed by the collector, the customer shall be responsible for the cleanup of any and all discards which the customer has generated, dumped, spilled or otherwise lost or littered, notwithstanding human or animal interference, wind or other natural forces and weather during storage, collection, removal, or transfer. The collector shall be responsible for any discards spilled during collection, removal or transfer by the collector."

Section 17. Section 13.64.240 ("Placement of Green Waste in Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.240: PLACEMENT OF GREEN WASTE IN CONTAINERS:

A. All properties in the city's green waste collection program shall place all "green waste", as defined in this chapter, within the designated green waste container."

Section 18. Section 13.64.250 ("Prohibited Substances in Solid Waste, Green Waste or Recyclable Material Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.250: PROHIBITED SUBSTANCES IN SOLID WASTE, ORGANIC WASTE, GREEN WASTE OR RECYCLABLE MATERIAL CONTAINERS:

A. No person shall dispose of dangerous and infectious substances, such as medical and "hazardous waste" as defined in this chapter, in any solid waste, including organic waste, green waste, or recyclable materials, container for collection by the city.

B. No person shall place or deposit in any solid waste, including organic waste, green waste or recyclable materials, container for collection by the city, wearing apparel, bedding or other articles from any home or place where any infectious or contagious disease has prevailed. The owner or occupant of any property where an infectious or contagious disease has prevailed shall forthwith notify the county health officer and shall dispose of such articles as directed.

C. No person shall place or deposit tires, asphalt or metallic discards in any solid waste container, including organic waste, green waste or recyclable materials containers, for collection by the city.

D. If the provisions of this chapter are not fully complied with, the collector shall place a tag on the container so stating. No collection shall be made until the provisions of this section are

complied with, or when a collection has been made of a container without knowledge of its prohibited contents, or a collection must be made to provide for the public health and safety, a service charge may be assessed to offset the costs of removal and disposal.

E. No person shall place or deposit any animal carcass in any solid waste, including organic waste, green waste or recyclable materials, container for collection by the city."

Section 19. Section 13.64.260 ("Additional Prohibited Substances in Green Waste Containers") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.260: ADDITIONAL PROHIBITED SUBSTANCES IN GREEN WASTE CONTAINERS:

No person shall place or deposit any animal waste, inert non-compostable products such as dirt, rocks, concrete, painted or treated wood, wood containing nails or screws, plastic bags, glass, paper, razor blades, metal, chemicals, or other substances rendering such green waste unfit for production of soil amendments or compost, for collection by the city."

Section 20. Section 13.64.280 ("Bulky Waste") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.280: BULKY WASTE:

Bulky waste items shall not be placed within residential or commercial solid waste, organic waste, green waste, or recycling material containers. Upon request, and for an additional charge, the director may arrange special collection of these items."

Section 21. Section 13.64.290 ("Physically Challenged/Elderly Service") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

Section 22. Subsection (A) of Section 13.64.300 (Exemption From Service") of Chapter 13.64 of the Redlands Municipal Code is hereby amended to read as follows:

"13.64.300: EXEMPTION FROM SERVICE:

A. Unoccupied Property: Any customer may make application for exemption from solid waste collection services on the basis that a developed property is unoccupied, and that no solid waste, including organic waste, green waste, and recyclable materials shall be placed or offered for collection by the city or its authorized collector, from such property. The director may temporarily exempt such property from participation in the city's solid waste collection program for the limited period while the property is unoccupied; provided, that any such statement or representation shall be made in affidavit form, fully sworn to by the person making such statement or representation and filed with the director along with payment of the application fee. An exemption shall be valid only for the time that the statements made in the affidavit continue to be true. Any violation of provisions of the exemption shall result in termination of the exemption and shall require the customer to subscribe to solid waste collection services in accordance with this chapter.

B. Fee: The fee for an application for an exemption shall be established by the city council and shall be no less than the cost to the solid waste division or authorized agent to validate the claim and shall include the cost to process and maintain records of the exemption, the costs incurred to remove container(s) from the property.

C. Expiration of Exemption: From and after the date of adoption of the ordinance establishing this chapter, all exemptions granted to customers for solid waste services which do not relate to unoccupied shall expire, and all such persons shall be subject to the provisions of this chapter and shall subscribe to the city's solid waste collection service."

Section 23. Section 13.64.320 ("Violation; Penalty") of Chapter 13.64 of the Redlands Municipal Code is hereby amended in the to read as follows:

"13.64.320: VIOLATION;FINES:

Any person violating any of the provisions of this Chapter shall be guilty of an infraction or misdemeanor at the discretion of the City Attorney or subject to a fine.

Fines shall be assessed in the amounts specified below:

1. A fine not exceeding one hundred dollars ($100) for the first administrative citation;

2. A fine not exceeding two hundred dollars ($200.00) for a second administrative citation for violation of the same Code provision within a twelve (12) month period; and

3. A fine not exceeding five hundred dollars ($500) per Code provision violated in any subsequent administrative citation issued for violation of the same Code provision within a twelve (12) month period."

Section 24. Section 13.67.020 ("Definitions") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"13.67.020: DEFINITIONS:

For the purposes of this chapter, the following words, terms, phrases and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. In the event of a conflict between a definition in this Code and a definition in CalRecycle's SB 1383 Regulations (14 CCR Section 18982), the definitions in 14 CCR Section 18982 shall control for the purposes of this chapter. Additionally, for the purposes of this chapter, the definitions in 14 CCR 18982 shall control for terms used in this chapter and not defined in this Code. Unless otherwise specified herein, references to the statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

BLACK CONTAINER:

Has the same meaning as in 14 CCR Section 18982 (a)(28) and shall be used for the purpose of storage and collection of black container waste. Black container waste means solid waste that is collected in a black container that is part of the City's three (3) organic waste collection service as specified in 14 CCR Section 18984.1. Designated recyclable materials, designated organic waste, and/or designated food scraps do not constitute black container waste.

BLUE CONTAINER:

Has the same meaning as in 14 CCR Section 18982.2 (a)(5) and shall be used only for the purpose of storage and collection of source separated recyclable materials or source separated blue container organic waste.

CALIFORNIA CODE OF REGULATIONS OR CCR:

The State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CALRECYCLE:

California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

CITY:

City of Redlands.

CITY ENFORCEMENT OFFICIAL:

The City Manager of the City, and/or his/her designee(s), including such City employees who are partially or wholly responsible for enforcing City ordinances, provision of the Redlands Municipal Code (the "Code" or "this Code"), and rules and regulations promulgated thereunder.

CITY MANAGER:

The City Manager or his/her designee.

COMMERCIAL BUSINESS OR COMMERCIAL:

A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a commercial business for purposes of implementing this chapter.

COMMERCIAL EDIBLE FOOD GENERATOR:

Includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 13.67.020 of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74).

For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators pursuant to 14 CCR Section 18982(a)(7).

COMPLIANCE REVIEW:

A review of records by a jurisdiction to determine compliance with this chapter.

COMPOST:

Has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this chapter, that "compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

CONTAINER CONTAMINATION OR CONTAMINATED CONTAINER:

A container, regardless of color, that contains prohibited container contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

C&D:

Discarded or used materials removed from construction, remodeling, repair, renovation and/or demolition debris on any pavement, house, commercial building or other structure, or from landscaping; or, as otherwise defined in Title 15, Chapter 15.16 (Buildings & Construction - California Green Buildings Standards Code).

DESIGNATED FOOD SCRAPS:

Items designated by the City for placement in the green container that is specifically intended for the separate collection of food scraps and other organic waste materials which may be designated from time to time by the City Manager or his/her designee. Designated food scraps includes all food such as, but not limited to fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, past, bread, cheese and eggshells. Food scraps excludes fats, oil and grease (FOG), meat and/or bones when such materials have been source separated from other food scraps for the purposes of sending to a rendering company.

DESIGNATED NON-ORGANIC RECYCLABLES:

Non-putrescible and non-hazardous recyclable waste including but not limited to bottles, can, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43) and other materials which may be designate from time to time by the City Manager or his/her designee.

DESIGNATED ORGANIC WASTE:

Organic waste designated by the City for placement in a green container that is specifically intended for the separate collection of organic waste excluding designated blue container waste, carpets, non-compostable paper and textiles. Designated organic waste includes garden trimmings, leaves, grass clippings, weeds, shrub clippings and other materials which may be designated from time to time by the City Manager or his/her designee.

DESIGNATED RECYCLABLE MATERIALS:

Items designated for placement in the blue container specifically intended for the separate collection of designated non-organic recyclables and designated blue container organic waste.

DESIGNEE:

An entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

EDIBLE FOOD:

Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "edible food" is not solid waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

ENFORCEMENT ACTION:

An action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies; or, as otherwise defined in 14 CCR Section 18982(a)(19).

ENFORCEMENT OFFICIAL:

The City Manager or the City's authorized designee(s) who is/are partially or wholly responsible for enforcing this chapter.

EXCLUDED WASTE:

Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's enforcement officials, or its designees reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded waste also includes materials which require separate handling and cannot be collected from standard solid waste, recycling or organic containers, including but not limited to appliances, scrap metal, electronics, tires and oversized furniture items.

FOOD DISTRIBUTOR:

A company that distributes food to entities including, but not limited to, supermarkets and grocery stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

FOOD FACILITY:

Has the same meaning as in Section 113789 of the Health and Safety Code.

FOOD RECOVERY:

Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

FOOD RECOVERY ORGANIZATION:

An entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

A. A food bank as defined in Section 113783 of the Health and Safety Code;

B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this chapter.

FOOD RECOVERY SERVICE:

A person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

FOOD SCRAPS:

All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food scraps exclude fats, oils, and grease when such materials are source separated from other food scraps.

FOOD SERVICE PROVIDER:

An entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

FOOD-SOILED PAPER:

Compostable paper material that has come into contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

FOOD WASTE:

Food scraps but does not include food soiled paper or compostable plastics unless otherwise specified by the City.

GENERATOR:

A person or entity that is responsible for the initial creation of solid waste, and with respect to organic waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

GREEN CONTAINER:

Has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of source separated green container organic waste.

Or "…shall be used for the purpose of storage and collection of designated organic waste."

GROCERY STORE:

A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

HAULER ROUTE:

The designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY:

A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of fifty percent (50%) between January 1, 2022 and December 31, 2024, and seventy- five percent (75%) after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the "mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

INSPECTION:

A site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity

is complying with requirements set forth in this ordinance or chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

LANDSCAPE WASTE:

Tree and shrubbery trimmings, vegetation from land clearing, grass cuttings, leaves, garden organic materials, sawdust, straw, wood chips and other discarded plant or vegetation material.

LARGE EVENT:

An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this chapter.

LARGE VENUE:

A permanent venue facility that annually seats or serves an average of more than two thousand (2,000) individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter.

LOCAL EDUCATION AGENCY:

A school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

MULTI-FAMILY RESIDENTIAL DWELLING OR MULTI-FAMILY:

Of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

MWELO:

Refers to the Model Water Efficient Landscape Ordinance MWELO), 23 CCR, Division 2, Chapter 2.7.

NON-COMPOSTABLE PAPER:

Includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process or is not accepted for composting at the local composting facility, or as otherwise defined in 14 CCR Section 18982(a)(41).

NON-ORGANIC RECYCLABLES:

Non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

NOTICE OF VIOLATION (NOV):

A notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

ORGANIC WASTE:

Solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

ORGANIC WASTE GENERATOR:

A person or entity that is responsible for the initial creation of organic waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

PAPER PRODUCTS:

Include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PRINTING AND WRITING PAPERS:

Include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

PROHIBITED CONTAINER CONTAMINANTS:

Unless otherwise defined in 14 CCR Section 18982(a)(55), means the following:

A. Discarded materials placed in the blue container that are not identified by the City as acceptable source separated recyclable materials for the blue container;

B. Discarded materials placed in the green container that are not identified as acceptable source separated green container organic waste for the green container;

C. Discarded materials placed in the black container that are not identified as acceptable source separated recyclable materials and/or source separated green container organic wastes to be placed in the green container and/or blue container;

D. Excluded waste placed in any container.

RECOVERED ORGANIC WASTE PRODUCTS:

Products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

RECOVERY:

Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

RECYCLED-CONTENT PAPER:

Paper products and printing and writing paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

RENEWABLE GAS:

Gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle organic waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

RESTAURANT:

An establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

ROUTE REVIEW:

A visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

SB 1383:

Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 REGULATIONS OR SB 1383 REGULATORY:

Means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SINGLE-FAMILY:

Of, from, or pertaining to any residential premises with more than one (1) unit..

SOLID WASTE:

Has the same meaning as defined in State Public Resources Code Section 40191, which defines solid waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

A. Hazardous waste, as defined in the State Public Resources Code Section 40141.

B. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

C. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

SOURCE SEPARATED:

Materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, source separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that source separated materials are separated from black container waste/mixed waste or other solid waste for the purposes of collection and processing.

STATE:

The State of California.

SUPERMARKET:

A full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TAN CONTAINER:

Has the same meaning as in 14 CCR Section 18984.1(a)(6) and shall be used for the collection of separated food waste.

TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR:

A commercial edible food generator that is one of the following:

A. Supermarket.

B. Grocery store with a total facility size equal to or greater than ten thousand (10,000) square feet.

C. Food service provider.

D. Food distributor.

E. Wholesale food vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this chapter.

TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR:

A commercial edible food generator that is one of the following:

A. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.

B. Hotel with an on-site food facility and two hundred (200) or more rooms.

C. Health facility with an on-site food facility and one hundred (100) or more beds.

D. Large venue.

E. Large event.

F. A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.

G. A local education agency facility with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this chapter.

WHOLESALE FOOD VENDOR:

A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76)."

Section 25. Section 13.67.030 ("Requirements for Single-Family Generators") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"13.67.030: REQUIREMENTS FOR SINGLE-FAMILY GENERATORS:

Single-family organic waste generators shall comply with the following requirements:

A. Shall subscribe to the City's three-container organic waste collection services for all organic waste generated as described below in Section 13.67.030(b). The City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and single-family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's organic waste collection service(s) by source separating designated recyclable materials and designated organic waste (including designated food scraps which shall first be prepared in the manner described in notice provided by the City) from other waste and placing designated materials in designated containers as described below:

1. Shall place only designated recyclable materials in the blue container.

2. Shall place only designated organic waste materials in the green container.

3. Shall prepare all materials designated for collection as per written instructions provided by the City or its designee.

4. Shall NOT place designated recyclable materials in black or green containers and shall NOT place designated organic waste materials in blue or black containers.

5. Shall not place prohibited container contaminants in collection containers."

Section 26. Section 13.67.040 ("Requirements for Commercial Organic Waste Generators and Commercial Business Generators") of Chapter 13.67 of the Redlands Municipal Code is hereby amended i to read as follows:

"13.67.040: REQUIREMENTS FOR COMMERCIAL ORGANIC WASTE GENERATORS AND COMMERCIAL BUSINESS GENERATORS:

Commercial organic waste generators and commercial businesses shall comply with the following requirements:

A. Shall subscribe to the City's organic waste collection service(s) and comply with requirements of those services as described below in Section 13.67.040(b). The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and commercial businesses shall adjust their service level for their collection services as requested by the City.

B. Except for commercial businesses that meet the self-hauler requirements in Section 13.67.090 of this Chapter, generators that are commercial businesses, including multi-family residential dwellings, shall participate in the City's organic waste collection service(s) by source separating designated recyclable materials and designated organic waste (including designated food scraps) from other waste and placing designated materials in designated containers as described below:

1. Shall place only designated organic waste in the green container; designated food scraps in the organic waste container; designated recyclable materials in the blue container; and solid waste in the black container.

2. Shall NOT place materials designated for the black container into the green container, organic waste/tan container or blue container.

3. Shall NOT place designated recyclable materials, designated food scraps or designated organic waste into any container other than the container designated for each of the corresponding materials.

4. Shall NOT place prohibited container contaminants in any container.

C. Commercial businesses, including multi-family residential dwellings, shall supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 13.67.040(d)(1) and 13.67.040(d)(2) below for employees, contractors, tenants, and customers, consistent with the City's collection services or, if self-hauling, per the commercial businesses' instructions to support its compliance with its self-haul program, in accordance with Section 13.67.090.

D. Commercial businesses, not including multi-family residential dwellings, shall provide containers for the collection of designated organic waste, designated food scraps and designated recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

1. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with

imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

E. Multi-family residential dwellings are not required to comply with container placement requirements or labeling requirements pursuant to 14 CCR Section 18984.9(b).

F. Commercial businesses shall implement policies and procedures to educate and train employees on proper separation of materials and prohibit employees from placing materials in a container not designated for those materials per City's solid waste collection services.

G. Commercial businesses, excluding multi-family residential dwellings, shall inspect blue, green, tan/organic waste and/or black containers provided pursuant to Section 13.67.040(d) at least weekly for contamination and inform employees and tenants/occupants if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

H. Commercial businesses, including multi-family dwellings, shall at least annually provide written information on training to employees, contractors, tenants and customers about organic waste recovery requirements and about proper sorting of designated organic waste, designated food scraps and designated recyclable materials.

I. Commercial businesses, including multi-family residential dwellings, shall provide education information described in subsection (g) of this Section to new employees and/or tenants within fourteen (14) days of hiring new employees or of occupation of the premises by tenants. Education information shall describe requirements to keep designated organic waste, designated food scraps and designated recyclable materials separate from black container waste and the location of containers and the rules governing their use at each property.

J. Commercial businesses, including multi-family residential dwellings, shall provide or arrange access for the City or its agent(s) to their properties during all inspections conducted in accordance with Section 13.67.120 of this Chapter to confirm compliance with the requirements of this Chapter.

K. Commercial businesses, including multi-family residential dwellings, if generating two (2) cubic yards or more per week of total solid waste (or other threshold defined by the State), shall require that any contract or work agreements between the owner, occupant, or operator of the commercial business and a gardening or landscaping service specify that the organic waste generated by those services be managed in compliance with Chapter 12, Part 3, Division 30 of the State Public Resources Code.

L. Commercial businesses, including multi-family residential dwellings, that wish to self-haul organic waste or recyclables, shall meet the self-hauler requirements in Section 13.67.090 of this Chapter.

M. Nothing in this section prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

N. Commercial businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with food recovery requirements, pursuant to Section 13.67.060."

Section 27. Subsection (A) of Section 13.67.050 ("Waivers for Generators") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"A. De Minimis Waivers: The City may waive a commercial business' (including multi-family residential dwellings) obligation to comply with some or all the organic waste requirements of this Chapter if the commercial business provides documentation that the business generates below a certain amount of organic waste material as described in Section 13.67.050(2)(a) below. Commercial businesses requesting a de minimis waiver shall:

1. Apply specifying the services that they are requesting a waiver from and provide documentation as noted in Section 13.67.050(2)(a) below.

2. Provide documentation that either:

a. The commercial business' total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a blue container, organic waste/tan container or green container comprises less than twenty (20) gallons per week per applicable container of the business' total waste; or,

b. The commercial business' total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a blue container, organic waste/tan container or green container comprises less than ten (10) gallons per week per applicable container of the business' total waste.

3. Notify the City within fifteen (15) days if circumstances change such that commercial business's organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. De minimis waivers are to be valid for up to a period not to exceed every five (5) years and are subject to a reverification audit conducted by the City or its designee at any time."

Section 28. Section 13.67.090 ("Self-Hauler Requirements") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"13.67.090: SELF-HAULER REQUIREMENTS:

A. Self-haulers shall source separate all designated recyclable materials and designated organic waste (materials that the City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from solid waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2 or shall haul organic waste to a high diversion organic waste processing facility as specified in 14 CCR Section 18984.3.

B. Self-haulers shall haul their source separated designated recyclable materials to a facility that recovers those materials; and haul their source separated green waste container or organic waste container to a solid waste facility, operation, activity, or property that processes or

recovers source separated organic waste. Alternatively, self-haulers may haul organic waste to a high diversion organic waste processing facility.

C. Self-haulers that are commercial businesses (including multi-family residential dwellings) shall keep a record of the amount of organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers organic waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.

2. The amount of material in cubic yards or tons transported by the generator to each entity.

3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic waste.

D. Self-haulers that are commercial businesses (including multi-family self-haulers) shall provide information collected in Section 13.67.090(c) to the City upon request.

E. A single-family residential organic waste generator that self-hauls organic waste is not required to record or report information in Sections 13.67.090(c) and (d)."

Section 29. Section 13.67.100 (""Model Water Efficient Landscaping Ordinance Requirements") of Chapter 13.67 of the Redlands Municipal Code is hereby amended to read as follows:

"13.67.100: MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS:

A. In addition to any requirements of this code, property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (single-family, multi-family, public, institutional, or commercial) project with a landscape area greater than five hundred (500) square feet, or rehabilitating an existing landscape with a total landscape area greater than two thousand five hundred (2,500) square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of compost and mulch as delineated in this Section 14.

B. If, after the adoption of this chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires Cities to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced."

Section 30. 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 31. The Mayor shall sign this ordinance and the City Clerk shall certify to the introduction 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.

ATTEST:

_____
Mario Saucedo, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was introduced by the City Council at a regular meeting thereof held on the 18th day of November, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Jeanne Donaldson, City Clerk