

CITY OF REDLANDS

CITY COUNCIL

A G E N D A

NOVEMBER 4, 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

AGENDA

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 4, 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: 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
2. Conference with legal counsel: Initiation of Litigation -Government Code §54956.9(d)(4)
(City Attorney Garcia)
One (1) Case:
3. 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.

6:00

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Barich***

Pledge of Allegiance by Judson and Brown Elementary School

(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. Redlands Pet Adoption (Redlands Animal Services)
2. Presentation of a donation from the Redlands Police Community Foundation to Chief Tolber and the Redlands Police Department K9 Unit (Mayor Saucedo)

H. **Public Comment - City Council**

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

I. **Consent Calendar**

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

1. Approve minutes of the regular meeting of October 21, 2025 (City Clerk Donaldson)
2. Approve an agreement with Jacob Green and Associates for executive evaluation services (Mayor Saucedo and Mayor Pro Tem Shaw)
3. Disclosure of Settlement and Release Agreement – Miller & Associates, LLC v. City of Redlands (City Attorney Garcia)
4. Adopt Resolution No. 8733 to Ratify the City Manager's approval of the 'Memorandum for Public Benefit of Homeless Solutions Division Expenses' (Assistant City Manager Boatman)
5. Designate 1.5 Acres at Heritage Park as the future location of Fire Station 264 and reallocate funds reserved from the Palmetto Grove Proceeds for design. (Assistant City Manager Boatman)
6. Adopt Ordinance No. 2992, entitled, "An Ordinance of the City of Redlands Amending Title 15, Chapter 15.32 of the Redlands Municipal Code Relating to Flood Damage Prevention and Floodplain Management." (Development Services Director Desatnik)
7. Approve 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 (Police Chief Tolber)
8. Acceptance of a donation in the amount of \$20,217.41 from the Redlands Police Community Foundation for operational expenses of the Redlands Police Department K9 Unit, and authorization of an additional appropriation in the same amount (Police Chief Tolber)
9. Approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed \$105,000; authorize the Chief of Police to sign and execute agreements implementing the grant; approve an additional appropriation of the same (Police Chief Tolber)
10. Adopt 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 (Facilities and Community Services Director Crocker)
11. Approve the use of city resources and the request for 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; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)
12. Approve a Purchase Order with Total Environmental Management, Inc., for up to twenty-four months rental of a temporary chiller at the Civic Center; and determination that this rental is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Facilities & Community Services Director Tabitha Crocker)

13. Approve a Facility Use Agreement with Redlands Lawn Bowling Club for use of the clubhouse and bowling green within Sylvan Park and determine that approval of the Agreement with Redlands Lawn Bowling Club is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

J. Communications

1. Discussion and possible action relating to Resolution No. 8732 Establishing the City of Redlands Food Security and Child Nutrition Support Initiative (Council Member Davis)
2. Annual Report of the Citrus Preservation Commission given by Chairman Michael Day (Facilities and Community Services Department Director Crocker)

K. New Business

1. Consideration of expanding the number of Residential zoning districts that permit the keeping of hens (Development Services Director Desatnik)
2. Consideration of a Non-Professional Service Agreement with General Pump Company to provide groundwater well and booster pump maintenance and repair services with an initial term of one (1) year for an amount not-to-exceed \$500,000 and determination that approval of the agreement is exempt from environmental review pursuant to Section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Department Director Harris)

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

1. Individual Council Member Report on Activities for October 2025 from Mayor Pro Tem Shaw (City Clerk Donaldson)

M. Adjournment

The next regular meeting of the City Council will be held on November 18, 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: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of October 21, 2025 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of October 21, 2025.

Attachments

Regular Meeting Minutes of October 21, 2025

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on October 21, 2025 at 5:00 P.M.

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

Absent: Eddie Tejeda, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; 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; Robert Meteau, HR/Risk Management Director

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with Legal Council- Anticipated Litigation Pursuant to Government Code Sections 54956.9(d)(2) and (e)(3):

A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency, based on the receipt of a government claim from claimant Martha Farquhar threatening litigation (copy available for public inspection in City Clerk's Office).

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

City Attorney Garcia announced the following action was taken during the closed session for Item C.1. - Pursuant to government code section 54957.1(a)(3)(a) the City Council took action to approve a proposed settlement of a government claim filed by Martha Farquhar based on the following terms: City of Redlands shall pay \$254,341.90 to claimant, Martha Farquhar. Claimant shall release all claims, known and unknown, against the City of Redlands. Motion to approve the settlement was made by Council Member Barich, seconded by Mayor Pro Tem Shaw, and passed unanimously.

PUBLIC COMMENT

Traffic Safety - Erik Breazile, Roy Miller and Peter Assad urged the Council to consider conducting a traffic survey in response to a fatal traffic accident that occurred near the intersection of Cypress Avenue and Alvarado Street, when an 82-year-old woman was struck and killed by a car as she crossed Cypress Avenue. They represented the neighborhood and said they have witnessed many other serious accidents in the area and cars can be seen driving well over the 35 mph posted limit. They recommended the City install a 4-way stop with a lighted crosswalk in order to implement appropriate safety measures for the community.

Neighborhood Noise & Code Violations — Kameryn Grijalva submitted a petition signed by several concerned residents of Villa Bonita Apartments, located on Orange Avenue. She identified several areas of possible code violations regarding property at 11030 Nevada Street, which include ongoing noise disturbances and possible unpermitted or illegal occupancy. Despite any efforts to notify the property owners of their complaints, the situation has continued to impact the peace, comfort and safety of the neighborhood, and they asked that Code Enforcement investigate this matter.

Various Musings - Dennis Bell voiced displeasure with the state's decision to ban all single-use plastic bags at grocery stores, effective January 1, 2026. He thought paper bags were a sad alternative and cloth bags were a breeding ground for germs. After seeing the Notice of Inviting Bids regarding the Citrus Center Project, he wondered how the City intended to pay for what he considered to be a financial "black hole".

Vibrant FC - Reuben Stadler introduced himself and his organization, Vibrant FC, which he described as a life-changing movement. He invited everyone to attend a celebration on October 22, designed to mark the beginning of this new movement to create a brighter future for foster children.

Parking Violation - Bruce Laycook received a parking violation in the mail, yet no ticket was left on his vehicle. For procedural consistency and to be fair to the vehicle owner, he requested tickets be placed on windshields.

Engineering Analysis - Stephen Rogers insisted that in general, City projects were advanced for Council approval without the necessary engineering analysis.

CONSENT CALENDAR

Minutes

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of October 7, 2025.

Vote: 4 - 0 Passed

Resolution No. 8728 Declaring Surplus Land

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8728 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8728, pursuant to Government Code Section 54221 declaring that certain real property located at 21 N. Church Street (APN: 071-089-13-0000) is surplus land, authorizing the City Manager, or his designee, to send notices of availability as to the surplus land.

Vote: 4 - 0 Passed

MOU CAL FIRE Conservation Camp Program

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Memorandum of Understanding between the City of Redlands and the California Department of Forestry and Fire Protection (CAL FIRE) Conservation Camp Program for the provision of labor and support on conservation, fuels management, and hazard reduction projects.

Vote: 4 - 0 Passed

Resolution No. 8729 Workers' Compensation Payments & Settlements

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8729 authorizing the City Manager to approve certain workers' compensation payments and settlements.

Vote: 4 - 0 Passed

Planetbids eProcurement First Amendment

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Agreement with Planetbids for an eProcurement System to add multiple authorized users. The total agreement amount for the five-year term will increase from \$130,894.66 to \$140,495.19.

Vote: 4 - 0 Passed

Sole Source Agreement Construction Engineering Support Services

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with CDM Smith Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; agreed to waive competitive procurement procedures and award a \$155,420 Professional Services Agreement to CDM Smith Inc. for construction engineering support services for the construction phase of the Joint Utilities Laboratory Building Renovation and Expansion Project Phase 1, and bidding support services for Phase 2 of this project.

Vote: 4 - 0 Passed

In-Kind Request Redlands Christmas Parade

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously 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 and approved a request for in-kind support in the amount of \$53,140.71; and approved the temporary street closures related to the Redlands Christmas Parade event hosted by the Kiwanis Club to be held on December 6, 2025.

Vote: 4 - 0 Passed

Pest Abatement Services Agreement

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Agreement with Wildlife Control Service, Inc. to provide pest abatement services for an amount not-to-exceed \$225,000.60 for a term of three years.

Vote: 4 - 0 Passed

COMMUNICATIONS

League of California Cities Annual Conference Report

Mayor Pro Tem Shaw reported on his attendance at the League of California Cities Annual Conference and Expo held October 8-10, 2025 in Long Beach. He was proud to represent the City, and he highlighted a few sessions that were quite informative: Coordinating Emergency Response, Who Does What and How to Prepare, focusing on extreme weather and natural disasters; and "Proactive Wildfire Preparedness Programs for Municipalities", as presented by the City's very own Fire Marshal, Vince Anderson. He also attended the session regarding homelessness, as presented by the Redlands delegation.

Council Member Davis was pleased to speak as part of the Redlands team that presented "How Redlands Reduced Homelessness Through Strategy and Collaboration." Homeless Solutions Manager David Rabindranath, acted as the moderator, while City Manager Duggan, Assistant City Manager Boatman and Council Member Davis each tackled the

topic of describing how the City has taken a proactive and strategic approach to addressing homelessness that responds to both immediate and long-term needs. They explored how city leadership worked collaboratively to develop policies, secure funding, and implement targeted initiatives. The session was well received with an overflow capacity. Attendees were highly engaged, asking many questions. Council Member Davis gave a brief nod to Council Member Barich and former Council Member Jenna Guzman-Lowery for their initial drive and commitment to solving the issues surrounding homelessness. She was also able to attend the session: "Proactive Wildfire Preparedness Programs for Municipalities", as presented by the City's Fire Marshal, Vince Anderson.

NEW BUSINESS

Urgency Ordinance No. 2991 & Ordinance No. 2992 Flood Damage Prevention

Development Services Director Desatnik provided an overview of Urgency Ordinance No. 2991 and Ordinance No. 2992 amending Title 15, Chapter 15.32 of the Redlands Municipal Code (RMC) relating to flood damage prevention and floodplain management. The RMC provides development standards and processing requirements regarding building permits for structures located within areas of special flood hazard as identified by the Federal Emergency Management Agency (FEMA) in the applicable flood insurance studies, Flood Insurance Rate Maps (FIRMs), and flood boundary and floodway maps.

The Urgency Ordinance is necessary to preserve the City's present ability to continue participating in the National Flood Insurance Program, and is in conjunction with the normal code amendment process. The proposed amendment will bring the RMC Chapter 15.32 into compliance with the minimum National Floodplain Program requirements.

As public comment, Stephen Rogers said he found deficiencies in the proposed ordinances, and in his opinion, the City has failed to include adequate infrastructure plans to include a CEQA-compliant master plan of drainage with its most recent updates to the Redlands General Plan and Transit Villages Specific Plan amendments. He urged the City to openly communicate with the State Department of Water Resources and the Federal Emergency Management Agency to safeguard the community's public health, safety and welfare.

City Manager Duggan and Director Desatnik pointed out that, as the City's Chief Building Official and registered civil engineer, John Thompson is highly qualified to oversee the flood damage prevention and floodplain management program.

On motion of Mayor Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Urgency Ordinance No. 2991, and determined that the Urgency Ordinance is exempt pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines;

Vote: 4 - 0 Passed

On motion of Mayor Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2992, and determined that the ordinance is exempt pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines.

Vote: 4 - 0 Passed

Adopt Ordinance No. 2990 Amending CalPERS Contract

Human Resources/Risk Management Director Meteau explained that Ordinance No. 2990 was introduced at the September 16, 2025 City Council meeting, and authorizes an amendment to the contract between the City Council of Redlands and the Board of Administration of the California Public Employees' Retirement System.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously adopted, by roll call vote, Ordinance No. 2990, authorizing an amendment to the contract between the City Council of Redlands and the Board of Administration of the California Public Employees' Retirement System.

Vote: 4 - 0 Passed

Contract Award WWTP Hillside Stabilization Project

Municipal Utilities and Engineering Director Harris summarized the Public Works Construction Contract with Demo Leaders, Inc. for the WWTP Hillside Stabilization Project for an amount not-to-exceed \$299,828.44. The City's WWTP includes hillside and slope areas that have experienced progressive erosion, creating sediment runoff issues and impacting access routes for operational personnel. The proposed improvements consist of constructing retaining walls of varying heights, v-ditch, v-drains, u-ditch, grate inlets, a concrete block slough wall, and a reinforced concrete stairway. Landscaping and irrigation will be incorporated to improve slope stability, control erosion, and integrate the improvements into the surrounding environment.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that approval of a Public Works Construction Contract with Demo Leaders, Inc. for the WWTP Hillside Stabilization Project is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; approved the WWTP Hillside Stabilization Project plans and specifications; and awarded a Public Works Construction Contract to Demo Leaders, Inc. for an amount not-to-exceed \$299,828.44.

Vote: 4 - 0 Passed

Contract Award Joint Utilities Lab Building Renovation & Expansion Project

Municipal Utilities and Engineering Director Harris reported on a Public Works Construction Contract with Elegant Construction, Inc. for the Joint Utilities Laboratory Building Renovation and Expansion Project for an amount not-to-exceed \$3,097,000. The Joint Utilities Laboratory (JUL) is an Environmental Laboratory Accreditation Program (ELAP) certified facility that samples, tests, and analyzes the City's water, wastewater, and biosolids to ensure compliance with regulatory standards and to maintain public health and safety. Since its original construction in 1988, the JUL facility has not been significantly

upgraded or expanded, despite an increase in regulatory agency-mandated testing. It is anticipated that the project will be completed within 270 working days after a Notice to Proceed is issued.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Public Works Construction Contract with Elegant Construction, Inc. is exempt from environmental review pursuant to Section 15301(e)(1) of the State's guidelines implementing the California Environmental Quality Act; approved the Joint Utilities Laboratory Building Renovation and Expansion Project plans and specifications; and awarded a Public Works Construction Contract to Elegant Construction, Inc. for an amount not-to-exceed \$3,097,000.

Vote: 4 - 0 Passed

Engineering Design & Permitting Services Agreement

City Manager Duggan presented the need for a Professional Services Agreement with Civil & Environmental Consultants, Inc. for engineering design and permitting services for the site integration of an ultra-low emissions flare at the California Street Landfill and Wastewater Treatment Plant in an amount not-to-exceed \$268,200. The existing landfill gas flare system at the California Street Landfill and Wastewater Treatment Plant is over 25 years old and has become challenging to meet current operational and regulatory standards. To ensure compliance and improve efficiency, the City has initiated the procurement process for a new landfill gas blower skid and ultra-low emissions flare. This replacement system will ensure the City remains in full regulatory compliance. The project involves highly specialized technical requirements and strict regulatory compliance and Civil & Environmental Consultants are qualified to provide engineering design and permitting services for the site integration of the ultra-low emissions flare.

On motion of Council Member Paul Barich, seconded by Mayor Mario Saucedo, the City Council unanimously approved, by roll call vote, a Sole Source Professional Services Agreement with Civil & Environmental Consultants, Inc. for engineering design and permitting services for the site integration of an ultra-low emissions flare at the California Street Landfill and Wastewater Treatment Plant in an amount not-to-exceed \$268,200.

Vote: 4 - 0 Passed

PO Modification for Vehicle Lease & Maintenance Program

City Manager Duggan reviewed a purchase order modification with Enterprise FM Trust for the vehicle lease and maintenance program resulting in a total purchase order amount not to exceed \$3,791,433.53 and a total contract amount not-to-exceed \$8,519,823.38. In July 2019, the City entered into a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for a light-duty and medium-duty vehicle lease and maintenance program. This agreement has resulted in a structured and methodical vehicle replacement program. Modifying the existing Purchase Order for the City's vehicle lease program will carry forward unspent funds from Fiscal Year 2024-25 into Fiscal Year 2025-26. The unspent funds are attributable to vehicles ordered during Fiscal Year 2024-25 that have not yet been delivered and, therefore, were not invoiced within the prior fiscal year.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously approved, by roll call vote, a \$725,210.49 purchase order modification with Enterprise FM Trust for the vehicle lease and maintenance program resulting in a total purchase order amount not to exceed \$3,791,433.53 and a total contract amount not-to-exceed \$8,519,823.38.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Fire Department Open House - Council Members all enjoyed the Open House event held on October 18, which proved to be a great success and fun for all.

Mayor Saucedo was proud to attend the 5th annual Redlands Coptober community fair, as well as, a playground dedication at the Boys and Girls Club in Redlands, and supported by District Supervisor Dawn Rowe, the Rochford Foundation and the Optimist Club. He represented the City at the African Harvest of Hope fundraiser and participated in the Measure I Ad Hoc committee meeting considering a possible ballot measure. He attended the Family Services Award Gala, the SBCTA Metro study session, SBCTA Enhanced Frequency Ad Hoc committee meeting, and the ribbon cutting for the Japanese Cultural Center.

Council Member Barich enjoyed the annual fundraising gala event, hosted by Crafton Hills College Foundation, in support of students and programs, including the paramedic program.

Council Member Davis spoke at an event hosted by Riverside County Now, a group fighting for women's rights on the local and national level. She made a presentation to ANCA, along with Kaitlyn Haberlin, the City's Sustainability Coordinator, attended the University of Redlands Homecoming, and enjoyed the 5th annual Coptober community fair.

ADJOURNMENT

Mayor Pro Tem Shaw closed the meeting in honor of Richard "Dick" Jones, who passed away on October 12 at 93 years of age. He will be remembered for his community service and strong advocacy for education. He dedicated many years to the Community College system, where he served as both president and chancellor of multiple campuses. He also contributed greatly to the City through his service on the Airport Advisory Board. His deep sense of civic duty will be remembered and missed by all. Mayor Saucedo adjourned the meeting at 6:58 P.M. The next regular meeting of the City of Redlands City Council will be held on November 4, 2025.



City Council Meeting

I. 2.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with Jacob Green and Associates for executive evaluation services (Mayor Saucedo and Mayor Pro Tem Shaw)

MOTION:

If the City Council concurs with Mayor Saucedo and Mayor Pro Tem Shaw's recommendation, the following motion is provided.

I move to approve an agreement with Jacob Green and Associates for executive evaluation services for an amount not-to-exceed \$29,600.

RECOMMENDATION:

It is recommended by Mayor Saucedo and Mayor Pro Tem Shaw to approve an agreement with Jacob Green and Associates for executive evaluation services for an amount not-to-exceed \$29,600.

DISCUSSION:

The City Council currently desires to enhance its annual performance evaluation process of the City Manager. The goal is to develop a meaningful performance evaluation for the City Manager to include specific and useful feedback, achievable goals, and performance objectives. On August 18, 2025, an informal request for proposal (IRFP) was issued seeking qualified consultants with extensive experience working with public agencies to assist the City Council in conducting its performance evaluation of the City Manager. A total of six (6) proposals were received in response to the IRFP.

Mayor Saucedo and Mayor Pro Tem Shaw have reviewed and evaluated the six proposals and have determined that Jacob Green and Associates is the most highly qualified consultant to provide these services based on their

demonstrated competence and professional qualifications in response to the scope of work provided in the IRFP. Services include the following:

- Phase I – Establishment of Performance Goals: As part of the performance evaluation process, consultant will work closely with the City Council to identify and document performance goals that align with the City's Strategic Plan, Council priorities, and budget direction.
- Phase II – Evaluation Process: Consultant will facilitate the evaluation process in Fall 2026, incorporating confidential interviews and/or surveys with each Council Member, consolidating feedback into a clear written evaluation report, and facilitating a closed session evaluation with the City Council and the City Manager.
- Optional 360° Evaluation tool for the City Manager outside of the City Council's formal evaluation process.

SUBMITTED BY:

Mario Saucedo, Mayor

Marc Shaw, Mayor Pro Tempore

PREPARED BY:

Janice McConnell, Assistant City Manager

Attachments

Agreement with Jacob Green and Associates

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of executive search services (“Agreement”) is made and entered in this 4th day of November, 2025 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City,”) and Jacob Green and Associates, 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 executive evaluation services to assist the City Council in conducting its performance evaluation of the City Manager (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,” entitled “Scope of Services,” which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 At Consultant’s request City shall make available to Consultant information in its possession that may reasonably assist Consultant in performing the Services.
- 3.2 City designates Janice McConnell, Assistant City Manager, as City’s representative with respect to Consultant’s 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,” entitled “Project Schedule,” which is attached hereto and incorporated herein by reference.
- 4.2 If Consultant’s Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City

Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 Total compensation for Consultant’s performance of the Services shall be in the amount of Twenty Nine Thousand Six Hundred Dollars (\$29,600). City shall pay Consultant in accordance with Exhibit “C,” entitled “Project Cost,” attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit invoices to the City in accordance with the invoice schedule as described in Exhibit “C”. 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

Consultant
Jacob Green
Jacob Green and Associates
13217 Jamboree Rd., #248
Tustin, CA 92782
Jacob@JacobGreenandAssociates.com
(888) 454-2178

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" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to commencement of the Services.

- B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
 - D. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, 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 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 either Party, in its sole discretion, by providing not less than five (5) days prior written notice to the other Party of its intent to terminate. If this Agreement is terminated by either Party, 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

JACOB GREEN AND ASSOCIATES

By: _____
Mario Saucedo, Mayor

By: _____
Jacob Green, President & CEO

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will partner with the City to facilitate a performance evaluation process that is aligned with the City's priorities. The scope of work is structured to provide clear goals, balanced feedback, and actionable outcomes that strengthen the relationship between the City Council and the City Manager while supporting organizational excellence.

PROCESS GOALS:

1. Establish performance goals for the City Manager
2. Ensure compliance with existing employment agreements.
3. Recognize the accomplishments of the City Manager and show appreciation for the unique contributions to the City.
4. Design a credible appraisal process that incorporates industry best practices.
5. Ensure a thoughtful and deliberative setting with direct communication and a strong Council- Manager relationship.
6. Clearly identify areas where the City Manager is doing well and can improve performance.
7. Determine the need for further professional development, education, and training.

PHASE I: ESTABLISHMENT OF PERFORMANCE GOALS

As part of the performance evaluation process, Consultant will assist the City Council in establishing performance goals for the City Manager's next evaluation period, ensuring the goals are consistent with the City's Strategic Plan, the City Council's direction, and in concert with the City's budget.

PHASE II: EVALUATION PROCESS

Consultant will facilitate the Performance Evaluation process, which includes the following steps:

STEP 1: ONE-ON-ONE CITY COUNCIL INTERVIEWS

Consultant will meet virtually with each Council Member to discuss the City Manager's performance including areas for success, areas for improvement, and performance goals.

STEP 2: DRAFT PERFORMANCE REVIEW DOCUMENTS

Input is compiled into a concise, written performance review draft to include four sections: 1) Areas of Success, 2) Areas for Improvement, 3) Goals for Next Performance Period, and 4) Overall Rating. A second "One-off" document is also created to capture individual City Council Member's anonymous feedback.

STEP 3: REVIEW OF MATERIALS WITH CITY MANAGER

Consultant will review the draft performance review document with the City Manager and any "One-off" comments obtained to help the City Manager prepare for the final closed

session review.

STEP 4: FACILITATED PERFORMANCE REVIEW

The facilitation team will meet with the City Council in closed session to obtain direction from the City Council regarding acceptance or modification of the draft documents. Assuming approval is obtained, Consultant will facilitate a discussion of the evaluation with the City Manager present. The Consultant process usually results in the need for only one closed session meeting.

STEP 5: EMPLOYMENT AGREEMENT SUPPORT

If desired, Consultant may provide guidance to the City Council in the development of an updated Employment Agreement, which may include an adjustment to compensation/benefits. The City Attorney shall be responsible for the creation and final review of the updated Employment Agreement to ensure legal compliance.

OPTIONAL 360°-EVALUATION

Consultant's City Manager Evaluation process is conducted exclusively with the City Council. In some evaluation processes, the City Council and City Manager desire a 360-Evaluation tool to assist the City Manager with receiving feedback and further enhancing professional development. If the City Council desires that the City Manager engage a 360-Evaluation, Consultant will facilitate this process outside of the formal City Council evaluation.

STEP 1: DESIGN AND DEPLOY 360° SURVEY INSTRUMENT:

Consultant's 360° survey tool is tailored to the City Manager's role, aligned with Council goals, organizational values, and best practices in executive performance. During a 360-Evaluation conducted outside of the City Council's performance evaluation, broader insight and feedback for the City Manager may be obtained from key stakeholders, including:

- Direct Reports
- Executive Team
- External Stakeholders and Partner Agencies

The City Manager will also complete a self-assessment for comparison purposes.

STEP 2: STAKEHOLDER ENGAGEMENT AND FEEDBACK COLLECTION:

Coordinate and administer the survey process, ensuring high participation and candid input through secure, anonymous channels. Consultant will remain available to participants for clarification and support throughout the process.

STEP 3: DATA ANALYSIS AND COMPARATIVE INSIGHTS:

Analyze quantitative and qualitative feedback across stakeholder groups, drawing out key themes and patterns. Consultant will identify areas of alignment and divergence between the City Manager's self-assessment and the feedback provided by others.

STEP 4: FINAL 360° FEEDBACK REPORT:

Prepare a summary report in an easy-to-navigate format. The report may include:

- Key Takeaways and Themes
- Feedback Comparison by Stakeholder Group
- Identified Strengths and Areas for Improvement
- Actionable Development Plan outlining specific growth opportunities, professional development goals, and suggested follow-up steps.

As indicated above, while the 360°-Evaluation adds valuable perspective, it is not included in the formal evaluation process.

EXHIBIT "B"

PROJECT SCHEDULE

Phase I – Establishment of Performance Goals: Completion by December 31, 2025; or as soon thereafter.

Phase II – Evaluation Process: Completion by December 31, 2026

Optional 360°-Evaluation Facilitation: Completion by December 31, 2026

EXHIBIT "C"
PROJECT COST

Description	Cost
City Manager Performance Evaluation Facilitation	\$26,800
Optional 360°- Evaluation	\$2,800
Travel	Included
Materials	Included

Invoicing Schedule for Performance Evaluation Facilitation:

- 20% - Upon Execution of Contract
- 20% - Upon Completion of Step 1
- 20% - Upon Completion of Step 2
- 20% - Upon Completion of Step 3
- 20% - Upon Completion of Step 4

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 AND ASSOCIATES

By: _____
Jacob Green, President & CEO

Date: _____



City Council Meeting

I. 3.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement and Release Agreement – Miller & Associates, LLC v. City of Redlands (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement and Release Agreement," which reflects the terms and conditions of a settlement in the matter Miller & Associates, LLC v. City of Redlands. The settlement was approved by the Council in closed session and said approval publicly reported on October 7, 2025. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City.

SUBMITTED BY:

Yvette M. Abich Garcia, City Attorney

PREPARED BY:

Yvette M. Abich Garcia, City Attorney

REVIEWED BY:

Charles M. Duggan, Jr., City Manager

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Attachments

A. Settlement Agreement

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Settlement Agreement") is entered into on September 22, 2025, and made by and between the City of Redlands ("City") and Miller & Associates LLC, a California limited liability company ("Miller"). The City and Miller may collectively be referred to as the "Parties" or individually as a "Party".

RECITALS

- A. WHEREAS, a dispute has arising regarding alleged subsidence and other damages related to real property owned by Miller located at 611 W. Redlands Blvd., Redlands, California ("Property");
- B. WHEREAS, on March 1, 2022, Miller filed its Complaint ("Complaint") against City;
- C. WHEREAS, on or about May 6, 2022, the City filed its Answer to the Complaint;
- D. WHEREAS, the Parties have agreed to resolve and settle all claims related to the Property and Complaint to avoid the expense, inconvenience, and uncertainties of engaging in litigation and without the admission of liability by any of them, and enter into this Settlement Agreement to formally memorialize the terms of the settlement as set forth below; and
- E. WHEREAS, the Parties declare that each has read this Settlement Agreement and understands and knows the contents thereof, and represents and warrants that each of the Parties executing this Settlement Agreement is empowered to do so and hereby binds the respective party.

TERMS AND CONDITIONS

Now, in consideration of the foregoing recitals, which are incorporated herein, the mutual understandings contained in this Settlement Agreement and other good, valuable and sufficient consideration, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are incorporated herein by reference as though fully set forth herein.

2. SETTLEMENT TERMS AND DISMISSAL

- a. The City shall have the option to purchase the Property for a purchase price of \$3,400,000. The City shall be provided 60 days from the date of this Settlement Agreement to exercise its option to purchase the Property. Miller shall reasonably cooperate with the City in order to have the property inspected and shown to potentially buyers, as well as facilitate and provide any necessary information to potential buyers. To the extent the City exercises its option to purchase the Property, the City shall provide a "Notice of Intent to Purchase" to Miller, and said notice shall be delivered to Miller's counsel of record, Stacey Aldstadt, via email. To the extent the City exercises its option to purchase the Property, said purchase shall be documented and memorialized by a purchase and sale agreement mutually agreed to by the Parties. To the extent the City provides Notice of Intent to Purchase, as set forth herein, the Parties agree that the total purchase price of the Property shall be \$3,400,000.

b. If the City does not exercise its option to purchase the Property, or 60 days from the date of this Settlement Agreement expires without the City providing its Notice of Intent to Purchase as set forth above, the City shall pay Miller a total of Two Million, One Hundred Thousand Dollars and zero cents (\$2,100,000) as settlement for the Complaint ("Settlement Payment"), inclusive of all attorneys' fees and costs. A single check payable to Miller by the City for the Settlement Payment will be delivered to Joe Miller no later than thirty (30) days after the City's decision not to purchase the Property is provided or after the 60 days have elapsed as set forth above with no Notice of Intent to Purchase provided by the City, whichever is earlier. The Settlement Payment shall be null and void, and not owed by the City, if the City purchases the Property.

c. Within 5 days of the City purchasing the Property as set forth in Section 2.a., or within 5 days of the City providing the Settlement Payment described in Section 2.b., Miller shall file a request for dismissal, with prejudice, as to the entirety of the Complaint.

d. City and Miller agree and acknowledge that substantial coordination and cooperation are required from both parties to accomplish the remediation of the building. City agrees to cooperate to the maximum extent possible with the remediation efforts, including waiving any fees over which the City has discretion to waive. Miller agrees to abide by all City planning requirements in the remediation efforts, provided that the City uses all reasonable efforts to expedite planning reviews and construction coordination meetings to accomplish the mutual goal of protecting the Zanja in place while remediating the building.

3. FULL SETTLEMENT

Except for the obligations set forth in this Settlement Agreement or otherwise noted herein, the Parties acknowledge that the purchase of the Property, as set forth in Section 2.a. or the Settlement Payment set forth in Section 2.b. shall constitute full and final settlement of all claims the Parties have against one another, including but not limited to, compensation for any and all claims, causes of action or damages related to the Property, or the Complaint.

4. RELEASE

4.1 Release of Claims by the City

Except as set forth by this Settlement Agreement, the City releases and discharges all claims of every kind whatsoever whether known or unknown, which the City or any of its agents, shareholders, representatives, employees, architects, engineers, construction managers, predecessors, successors and/or assigns, asserts or could assert against Miller or any of its agents, shareholders, representatives, sureties, insurers, employees, predecessor, subcontractors, successors and/or assigns, relating to the Property and/or the Complaint ("City Releases").

4.2 Release of Claims by Miller

Except as set forth by this Settlement Agreement, Miller releases and discharges all claims of every kind whatsoever whether known or unknown, which Miller or any of its agents, shareholders, representatives, employees, predecessors, successors and/or assigns, asserts or could assert against the City or any of its officials, officers, consultants, agents, shareholders, representatives, sureties, insurers, employees, architects, engineers, construction managers, predecessor, successors and/or assigns, relating to the Property and/or the Complaint ("Miller Releases").

4.3 Released Matters

The City Releases and Miller Releases are collectively referred to as the "Released Matters." Specifically excluded from the Released Matters include any liability or obligation created by this Settlement Agreement, or any obligations by Miller related to compliance with any City code or ordinance regarding the Property.

4.4 Civil Code Section 1542 Waiver.

(a) With respect to the releases described in the Released Matters, the Parties expressly waive all rights under California Civil Code section 1542 which provides that a general release does not extend to unknown or unsuspected claims which, if known, would have materially affected the settlement. California Civil Code section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(b) The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to the release of claims. The Parties agree that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or any discovery thereof.

(c) The Parties further acknowledge and agree that waivers of rights under Section 1542 of the California Civil Code have been separately bargained for and are essential and material terms of this Settlement Agreement, and, without such waivers, this Settlement Agreement would not have been entered into.

5. GENERAL PROVISIONS.

5.1 Representation and Warranty. The Parties and signatories hereby each represent, covenant and warrant that they are authorized (individually or by their respective principals) to enter into and execute this Settlement Agreement and that they have not previously assigned any claims released or assigned in this Settlement Agreement, in whole or in part, or taken any other steps which would adversely affect the rights which are the subject of this Settlement Agreement. In the event that any of the above representations and/or warranties are breached or any of the representations and/or warranties contained in this subparagraph prove false, the breaching/misrepresenting Party hereby agrees to defend, indemnify and hold the other Parties

harmless from all damages, loss, liability, costs and attorneys' fees resulting from said breach/misrepresentation.

5.2 No Reliance. Each Party acknowledges: (i) this Settlement Agreement is the resolution of a fully matured set of facts and each Party individually declares and represents it is executing this Settlement Agreement in reliance solely on its own judgment, belief, and knowledge of the facts surrounding the transactions described in this Settlement Agreement; (ii) this Settlement Agreement is made without reliance upon any statement or representation not contained in this Settlement Agreement of any other Party, or any representative, agent or attorney of any other party; (iii) no promise, inducement or agreement not expressed in this Settlement Agreement has been made to any Party; and (iv) the recitals, terms and conditions contained in this Settlement Agreement are contractual and not mere recitals.

5.3 Discovery. Each Party acknowledges that it may subsequently discover facts different from, or in addition to, those which it now believes to be true with respect to the Released Matters, and agree this Settlement Agreement shall be and remain effective in all respects notwithstanding such different or additional facts.

5.4 Additional Documents. The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary or appropriate to carry out the intent or provisions of this Settlement Agreement.

5.5 Entire Agreement. This Settlement Agreement embodies the entire understanding and agreement among the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements among the Parties. No modification of this Settlement Agreement shall be valid unless agreed to in writing by the Parties.

5.6 Voluntary. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or other entity.

5.7 Consultation with Legal Counsel. The Parties acknowledge that they have had the right to seek counsel in the preparation of this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect. Except as provided for in this Settlement Agreement, none of the Parties have been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Party or said Party's counsel.

5.8 Drafting of Settlement Agreement. None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Settlement Agreement for purposes of construing the provisions thereof. The language in all parts of this Settlement Agreement shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

5.9 Waiver. No provision of this Settlement Agreement may be waived unless in writing and signed by all Parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. .

5.10 Assignment. Each Party represents and warrants that it has not assigned or otherwise transferred any interest in any claims which are the subject matter hereof. Each Party agrees to indemnify and hold any other Party, and each of them, harmless from any liability, loss, claims, demands, damages, costs, and expenses for attorneys' fees incurred by any of them as a result of any person asserting such assignment of transfer.

5.11 Governing Law. This Settlement Agreement shall be interpreted pursuant to California law. If legal action is necessary to enforce any of the terms of this Settlement Agreement, such action shall be brought in accordance with the laws of the State of California in a court having appropriate jurisdiction.

5.12 No Promise or Warranty. No promise or warranty shall be binding on the Parties except as expressly contained in this Settlement Agreement.

5.13 Attorneys' Fees. Each party to this Settlement Agreement will bear his, her or its own costs, expenses and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters released by this Settlement Agreement, whether based on statute, regulation, ordinance or agreement.

5.14 Settlement Agreement Binding on Assignees, Successors. This Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the Parties, and to all affiliates, dba's or any other associated entities.

5.15 Severability. In the event that any portion of this Settlement Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Settlement Agreement and this Settlement Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Settlement Agreement would be frustrated.

5.16 Denial of Liability. The Parties agree and mutually acknowledge that this Settlement Agreement is for settlement purposes only. The Parties have denied, and continue to deny, any wrongdoing in connection with the actions or inactions alleged in the Complaint. Neither this Settlement Agreement nor any action taken pursuant to this Settlement Agreement shall constitute any admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, or any admission by and of the Parties of any claim or allegations made in any action against such party. This Agreement is entered into to avoid the attorneys' fees, costs, expenses and risks associated with continued litigation of the claims and defenses asserted in the Complaint, including, without limitation, the released claims.

5.17 Counterparts. This Settlement Agreement may be executed in multiple counterparts, all of which shall constitute a binding Settlement Agreement. Facsimile and/or PDF signatures, when received, shall have the same force and effect as original signatures.

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS
A GENERAL RELEASE OF CLAIMS KNOWN AND UNKNOWN.**

The Parties have executed and delivered this Settlement Agreement consisting of six (6) pages.

WHEREFORE, the undersigned have read the foregoing Settlement Agreement, and fully understanding it agree to its terms, hereby execute this Settlement and Release Agreement and make it effective on the date of the last signature hereto.

CITY OF REDLANDS

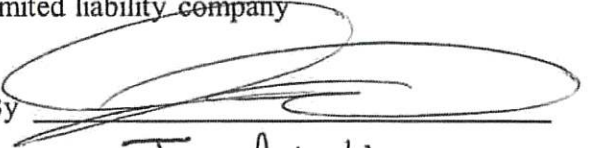
By: 

Print Name: Mario Saucedo

Title Mayor

Date 10-14-25

MILLER & ASSOCIATES LLC, a California
limited liability company

By: 

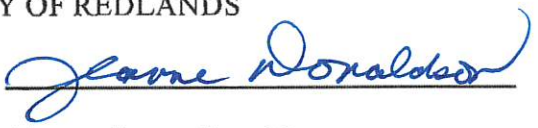
Print Name Joe Miller

Title Owner / President

Date 9/22/2025

Attested By:

CITY OF REDLANDS

By: 

Print Name: Jeanne Donaldson

Title City Clerk

Date 10-14-25



City Council Meeting

I. 4.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8733 to Ratify the City Manager's approval of the 'Memorandum for Public Benefit of Homeless Solutions Division Expenses' (Assistant City Manager Boatman)

MOTION(S):

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

I move to adopt Resolution No. 8733.

RECOMMENDATION:

Staff recommends that the City Council adopt 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.

DISCUSSION:

This memorandum, approved on September 16th, 2025, by the City Manager, authorizes 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. Acceptable expenditures covered under this memo apply to those made from the General Fund and exclude any expenditures governed by grant agreements.

Consistent with the California Constitution, Article XVI, Section 6 ("gift of public funds") and related public-purpose doctrine, City expenditures are permissible when they primarily serve a public purpose, even if an incidental private benefit results. Assisting unhoused residents to obtain shelter, stability, and services that reduce public health and safety impacts is a recognized municipal purpose. This memo documents that purpose and sets controls to ensure expenditures are reasonable, necessary, and program-related.

ALTERNATIVES:

City Council may choose not to approve the Memorandum and provide staff alternate direction.

STRATEGIC PLAN:

Priority B-4 Homelessness

SUBMITTED BY:

Christopher Boatman, Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement

PREPARED BY:

Ashley Rosario, Management Analyst

Fiscal Impact

Fiscal Year: FY 2026

Revenue Generating: N

Appropriation Required Y/N: N

Amount: 0

Budgeted Y/N: Y

Account No.: 101126-126001

Discussion:

Adequate funds are allocated for the 2025-2026 Homeless Solutions Budget.

Attachments

Resolution for Memorandum for Public Benefit

Memorandum of Public Benefits

RESOLUTION NO. 8733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
APPROVING THE MEMORANDUM FOR PUBLIC BENEFITS OF HOMLESS
SOLUTIONS DIVISION EXPENSES

WHEREAS, the City of Redlands is committed to addressing and reducing homelessness within the community and to supporting programs and activities that help transition unhoused individuals into safe and stable housing; and

WHEREAS, the City Manager, on September 16, 2025, approved a Memorandum 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

WHEREAS, such expenditures are determined to provide a public benefit by promoting health, safety, and welfare, and by supporting the successful transition of unhoused individuals into housing and self-sufficiency; and

WHEREAS, acceptable expenditures covered under the Memorandum apply only to those made from the City's General Fund and expressly exclude any expenditures governed by existing grant agreements or other restricted funding sources;

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

Section1. The City Council hereby approves and adopts the Memorandum Regarding Public Benefit Expenditures for the Homeless Solutions Division, dated September 16, 2025, attached hereto as Exhibit "A."

Section2. The City Council further affirms that such expenditure must remain reasonable, necessary, and directly related to the City's public purpose of reducing homelessness and promoting public health and safety.

ADOPTED, SIGNED AND APPROVED this 4th 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 4th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeanne Donaldson, City Clerk



City of
REDLANDS

City Manager's Office
300 E. State Street, Suite 690, Redlands, CA 92373

CHARLES DUGGAN
City Manager

DATE: SEPTEMBER 8, 2025
TO: CITY OF REDLANDS FINANCE DEPARTMENT
FROM: CHARLES M. DUGGAN, CITY MANAGER
SUBJECT: PUBLIC BENEFIT OF HOMELESS SOLUTIONS DIVISION EXPENSES

Purpose

This memorandum authorizes 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. Acceptable expenditures covered under this memo apply to those made from the General Fund and exclude any expenditures governed by grant agreements.

This authorization is effective immediately and is intended to be ratified by the City Council at the City Council meeting of November 4, 2025.

Public Purpose and Authority

Consistent with the California Constitution, Article XVI, Section 6 ("gift of public funds") and related public-purpose doctrine, City expenditures are permissible when they primarily serve a public purpose—even if an incidental private benefit results. Assisting unhoused residents to obtain shelter, stability, and services that reduce public health and safety impacts is a recognized municipal purpose. This memo documents that purpose and sets controls to ensure expenditures are reasonable, necessary, and program-related.

Scope of Allowable Expenditures

Expenditures must be: (1) directly tied to an active engagement by the Homeless Solutions Division, and (2) necessary to remove barriers to shelter/housing placement, treatment access, or sustained stability. Allowable categories include, but are not limited to:

1. Food and Basic Necessities

- o Ready-to-eat meals, grocery cards (restricted), water, hygiene items, weather-appropriate clothing.

2. Transportation

- o Local transit passes, ride-hail vouchers, intercity bus/train fare for verified placement or reunification plans, DMV fees for IDs.

3. Temporary Shelter/Bridging Costs

- Limited motel stays when used as a bridge to confirmed shelter, treatment, or housing placement; application fees or deposits when required to secure an immediate unit and no other funding source is available.

4. Employment/Documentation Readiness

- Fees for replacement of IDs/birth certificates, basic work supplies (e.g., non-specialty footwear/clothing), background check fees required by employer or housing provider.

5. Engagement/Outreach Supplies

- Supplies that facilitate outreach.

6. Public Health and Safety Expenses

- Encampment/Site cleanups

7. General Fund Support of Project Homekey Operations

- Utilities, janitorial related expenses, repairs and maintenance, equipment, security services, and property management services.

8. Day to Day Operating Expenses

- Office Supplies and Equipment
- Software/Subscriptions
- Training and Memberships
- Marketing and Advertising

Exclusions

The following are not authorized under this memo: cash gifts; alcohol, tobacco, or cannabis; fines unrelated to placement; non-program travel; items of significant resale value (e.g., electronics beyond a basic phone when required for placement/medical coordination); ongoing rent subsidies beyond documented bridge needs without an identified funding stream; purchases that should be paid by another available program or grant (when available in time).

Procurement & Compliance

All purchases must comply with City procurement policies, and records retention. The City Attorney may be consulted if any expenditure raises eligibility or public-purpose questions.

Council Ratification

These actions will be presented to the City Council for ratification at the City Council meeting of November 4, 2025.

Direction to Finance

Finance is authorized to process claims consistent with this memo. Please establish the necessary object codes to support compliant, trackable expenditures.

Approved: Charles M. Duggan Date: 9-16-2025
City Manager

Acknowledged: [Signature] Date: 9/17/2025
Finance Director



City Council Meeting

I. 5.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Designate 1.5 Acres at Heritage Park as the future location of Fire Station 264 and reallocate funds reserved from the Palmetto Grove Proceeds for design. (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to designate 1.5 acres at Heritage Park as the future location of Fire Station 264.
2. I move to reallocate \$1,215,000 reserved from the Palmetto Grove Proceeds to the Future Facilities Reserve for fire station design services.

RECOMMENDATION:

Staff recommend that the City Council designate 1.5 acres of land at Heritage Park (Nevada Street, south of Orange Avenue) to serve as the future location for Fire Station 264. Staff further recommends City Council reallocate funds reserved from the Palmetto Grove Proceeds Fund for the design of Fire Station 264.

DISCUSSION:

Fire Station 264 currently operates out of a double-wide modular structure at the City's corporation yard, originally intended as a temporary facility. However, it has been in service for over 15 years, highlighting the need for a permanent, strategically located station.

To address this need, the Fire Department recently completed research, focused on improving emergency response coverage throughout Redlands. Using a historical call-volume and population-based approach, the

analysis identified 11 potential sites for new fire stations that would strategically maximize service, enhance response capabilities, and ensure equitable coverage across both existing and growing areas.

As part of this analysis, the current location of Station 264 was reviewed considering shifting population patterns, increased service demands, and transportation changes in the southwestern portion of the city. Several candidate sites in the area were considered, including 15 Lakeside Avenue and 70 Alabama Street. Ultimately, the Heritage Park location, which encompasses 18.4 acres of natural park land in total, emerged as the most practical and beneficial option for relocation. The fire station would be constructed on the southwest portion of the park, an undeveloped area already owned by the City of Redlands, which helps reduce costs and streamline the project.

Although some nearby locations performed slightly higher in terms of coverage, Heritage Park was ultimately selected due to the availability of land, favorable site configuration, and cost-effectiveness. In well-developed cities like Redlands, identifying buildable land in ideal service zones is a significant challenge. The Heritage Park site offers a rare opportunity to utilize existing, public property that meets operational, geographic, and financial criteria.

Relocating Station 264 to Heritage Park will allow the department to close current service gaps in the surrounding area and improve response times to residents and businesses in the southwest region. This new location also positions the station well for long-term growth and future community development.

Palmetto Grove Proceeds:

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.

The Trails allocation was instrumental in the development of several phases of the Orange Blossom Trail (OBT), expanding active transportation opportunities and enhancing neighborhood connectivity throughout Redlands. Similarly, the Agricultural Open Space category has supported the acquisition and protection of key citrus properties, including the Gateway Grove and England Grove, and funded ongoing citrus replanting and maintenance efforts that have preserved the City's agricultural heritage.

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 is recommending that these remaining undesignated funds be reallocated to support the design of a new Fire Station No. 264. The use of these proceeds for project design would continue the original community benefit intent of the Palmetto Grove funds by advancing a critical public facility that directly serves the residents of Redlands. Fire Station 264 will provide improved emergency response capacity to the southern and eastern areas of the City and will be located within a City-owned park property that already functions as a multi-benefit community site, incorporating recreational, agricultural, and cultural uses.

ALTERNATIVES:

The City Council may determine not to designate Heritage Park as the future location of Fire Station 264, or reallocate funds from the Palmetto Grove Proceeds.

STRATEGIC PLAN:

Priority B - Health & Wellness

SUBMITTED BY:

Chris Boatman, Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

Chris Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Rich Sessler, Fire Chief

Tabitha Crocker, Facilities & Community Services Director

PREPARED BY:

Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: FY 2025-26

Revenue Generating: N

Appropriation Required Y/N: N

Amount: \$1,215,000

Budgeted Y/N: N

Discussion:

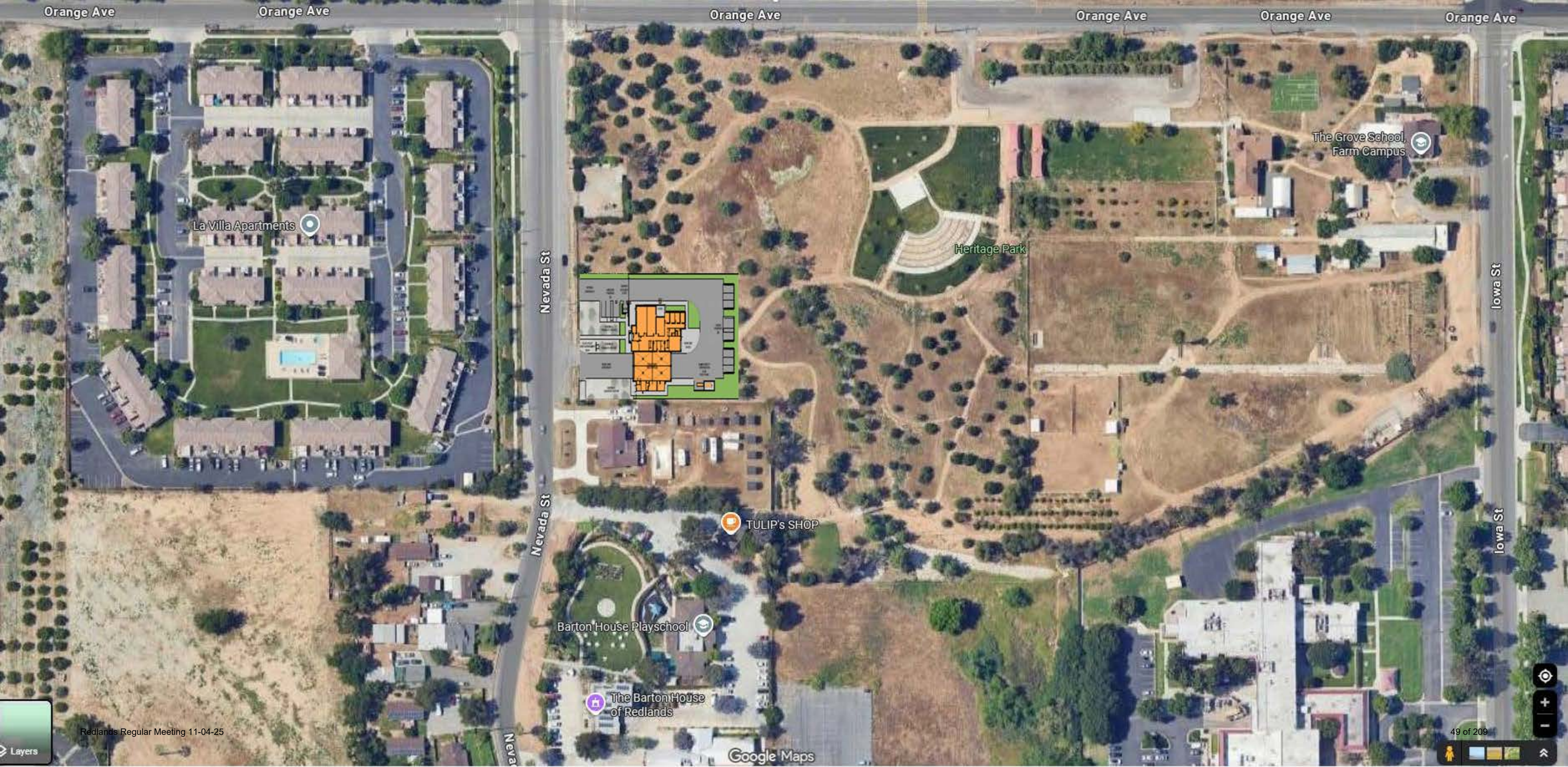
The proposed action would **reallocate \$1,215,000** in uncommitted balances from the **Palmetto Grove Proceeds Fund**—specifically, the Trails and Agricultural Open Space categories—to the **Facilities Reserve Account** for the design of Fire Station No. 264.

This reallocation does **not require any new General Fund appropriation** and has **no impact on the City’s overall budget**. The funds were previously designated for public benefit purposes and remain available for eligible community-serving capital projects. Transferring these funds to the Facilities Reserve Account ensures their timely and efficient use on a high-priority public facility project consistent with the original intent of the Palmetto Grove proceeds.

An additional appropriation will be included when the design contract is awarded to add the funds to the annual budget for expenditure.

Attachments

Map



Orange Ave

Orange Ave

Orange Ave

Orange Ave

Orange Ave

Orange Ave

La Villa Apartments

Nevada St

Nevada St

Neva

Heritage Park

The Grove School,
Farm Campus

Iowa St

Iowa St

TULIP's SHOP

Barton House Playschool

The Barton House
of Redlands

Google Maps

Redlands Regular Meeting 11-04-25

49 of 209

Layers



City Council Meeting

I. 6.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2992, entitled, "An Ordinance of the City of Redlands Amending Title 15, Chapter 15.32 of the Redlands Municipal Code Relating to Flood Damage Prevention and Floodplain Management." (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2992.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2992, amending Title 15, Chapter 15.32 of the Redlands Municipal Code relating to Flood Damage Prevention and Floodplain Management.

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2992.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:

Jeanne Donaldson, City Clerk

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:

Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: \$22/per page affected by the change

Legal Publication: \$375

Attachments

Ordinance No. 2992 Flood Damage Prevention Floodplain Management

ORDINANCE NO. 2992

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 15, CHAPTER 15.32, OF THE REDLANDS MUNICIPAL CODE RELATING TO FLOOD DAMAGE PREVENTION AND FLOODPLAIN MANAGEMENT.

WHEREAS, California Government Code sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry, and the City of Redlands has previously adopted floodplain management regulations; and

WHEREAS, on September 20, 2016, the City Council of the City of Redlands adopted Ordinance No. 2837 updating Title 15, Chapter 15.32 (Flood Damage Prevention), of the Redlands Municipal Code; and

WHEREAS, on September 1, 2020, the City Council of the City of Redlands adopted Ordinance No. 2914 amending Title 15, Chapter 15.32 (Flood Damage Prevention), of the Redlands Municipal Code; and

WHEREAS, the City of Redlands desires to update Title 15, Chapter 15.32 (Flood Damage Prevention), of the Redlands Municipal Code to align with current applicable State and/or Federal guidance and regulations; and

WHEREAS, the National Flood Insurance Act of 1968 was enacted by title XIII of the Housing & Urban Development Act of 1968 (“Act”) to provide previously unavailable flood insurance protection to property owners in flood-prone areas. Under the Act and the regulations promulgated under the Act, specifically 44 CFR § 59.2, in order to qualify for the sale of federally-subsidized flood insurance, the City must adopt and submit to the Federal Insurance Administrator an ordinance adopting flood plain management regulations that satisfy the requirements of 44 CFR Part 60 and that are designed to reduce or avoid future flood, mudslide or flood-related erosion damages and include enforcement provisions; and

WHEREAS, while the City of Redlands has adopted the most recent version of the California Building Code and has an ordinance for flood plain management regulations that previously satisfied the prerequisites for the National Flood Insurance Program or the regulations set forth at 44 CFR Part 60, amendments to the City’s ordinance are required to continue to satisfy the National Flood Insurance Program or the regulations set forth at 44 CFR Part 60; and

WHEREAS, pursuant to 44 CFR § 59.24, a government entity that is otherwise eligible for the sale of federal flood insurance shall be subject to suspension from the National Flood Insurance Program for failing to submit copies of adequate flood plain management regulations meeting the minimum requirements of 4 CFR Part 60 and,

WHEREAS, the City Council finds that the impending loss of community eligibility for discounted flood insurance under the National Flood Insurance Program poses a current and immediate threat to the public health, safety, and welfare presented by floods and related

conditions during the upcoming rainy season(s). In the absence of this ordinance's effectiveness, the City would be unable to secure eligibility to purchase discounted federal flood insurance for affected community members, as well as to protect the public health, safety, and welfare from the potential adverse effects of lack of insurance coverage to recover from a flood or flood-related disaster; and

WHEREAS, on October 21, 2025, the City Council held a regular public meeting at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2992; and

WHEREAS, after closing public comment and deliberating upon the matter, the City Council finds that approval of the proposed amendment to Title 15, Chapter 15.32 (Flood Damage Prevention), of the Redlands Municipal Code will be in the best interests of the public health, safety, and general welfare.

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

SECTION 1. Section 15.32.020 of Chapter 15.32 of the Redlands Municipal Code, entitled "Definitions," is hereby amended to read as follows:

"15.32.020: DEFINITIONS:

The following words shall have the meanings ascribed to them:

ACCESSORY STRUCTURE: A structure that is accessory to and incidental to that of the dwelling(s) and that is located on the same structure.

ACCESSORY USE: A use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

ALLUVIAL FAN: A geomorphologic feature characterized by a cone or fan shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

APEX: The point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.

APPEAL: A request for a review of the chief building official's interpretation of any provision of this chapter.

AREA OF SHALLOW FLOODING: A designated AO or AH zone on the flood insurance rate map (FIRM) where the base flood depths range from one to three feet (3'), a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

ATTENDANT UTILITIES AND EQUIPMENT: Utilities, mechanical. Electrical, fuel gas, plumbing, HVAC, and related equipment, as well as services associated with new construction and substantial improvements.

BASE FLOOD: A flood which has a one percent (1%) chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this chapter.

BASE FLOOD ELEVATION (BFE): Elevation of flooding, including wave height, have a one percent (1%) chance of being equaled or exceeded in any given year.

BASEMENT: Any area of the building having its floor subgrade (below ground level) on all sides.

DEVELOPMENT: Any manmade change to improved or unimproved real estate, including, but not limited to, buildings, structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DRY FLOODPROOFING: A combination of measures that results in a structure, including the attendant utilities and equipment, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ENCROACHMENT: The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD BOUNDARY AND FLOODWAY MAP (FBFM): The official map on which the federal emergency management agency or federal insurance administration has delineated both the areas of special flood hazard and the floodway.

FLOOD, FLOODING, OR FLOODWATER:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, the unusual and rapid accumulation or runoff of surface waters from any source, and/or mudslides (i.e., mudflows); and

B. The condition resulting from flood related erosion.

FLOOD HAZARD BOUNDARY MAP: The official map on which the federal emergency management agency or federal insurance administration has delineated the areas of flood hazards.

FLOOD INSURANCE RATE MAP (FIRM): The official map on which the federal emergency management agency or federal insurance administration has delineated both the areas of special flood hazards and the risk of premium zones applicable to the community.

FLOOD INSURANCE STUDY: The official report provided by the federal insurance administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map and the water surface elevation of the base flood.

FLOODPLAIN ADMINISTRATOR: The city's chief building official.

FLOODPLAIN MANAGEMENT: The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations and open space plans.

FLOODPLAIN MANAGEMENT REGULATIONS: This chapter, subdivision regulations, building codes, health regulations, ordinances (such as grading and erosion control) and other applications of police power regulations which control development in flood prone areas. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

FLOODPLAIN OR FLOOD PRONE AREA: Any land area susceptible to being inundated by water from any source (see definition of Flood, Flooding, Or Floodwater).

FLOODPROOFING: Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

FLOODWAY FRINGE: That area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.

FRAUD AND VICTIMIZATION: As related to sections 15.32.180 and 15.32.190 of this chapter, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the city for fifty (50) to one hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the city as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

FUNCTIONALLY DEPENDENT USE: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water.

GOVERNING BODY: The city council of the city of Redlands that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

HARDSHIP: As related to section 15.32.190 of this chapter, means the exceptional hardship that would result from a failure to grant a requested variance. The city council requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE: Any structure that is:

- A. Listed individually in the national register of historic places (a listing maintained by the department of interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the national register;
- B. Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the secretary of the interior or directly by the secretary of the interior in states without approved programs.

LEVEE: A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM: A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

LOWEST FLOOR: The lowest floor of the lowest enclosed area, including basement (see definition of Basement), for:

- A. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable nonelevation design requirements, but not limited to:
 - 1. The wet floodproofing standard in subsection 15.32.110C of this chapter;

2. The anchoring standards in subsection 15.32.110A of this chapter;
3. The construction materials and methods standards in subsection 15.32.110B of this chapter; and
4. The standards for utilities in section 15.32.120 of this chapter.

B. Residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see definition of Basement). This prohibition includes below grade garages and storage areas.

MANUFACTURED HOME: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

MARKET VALUE: The cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimation guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimation guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by written explanation of the differences.

MEAN SEA LEVEL: For purposes of the national flood insurance program, the national geodetic vertical datum (NGVD) of 1929 or other datum, to which base flood elevation shown on a community's flood insurance rate map are referenced.

MINIMUM NECESSARY: To afford relief with a minimum of deviation from the requirements of this chapter.

MUDSLIDE (MUDFLOW) PRONE AREA: An area with land surfaces and slopes of unconsolidated material where the history, geology, and climate indicate a potential for mudflow.

NEW CONSTRUCTION: For floodplain management purposes, means structures for which the "start of construction" commenced on or after the effective date of floodplain management regulations adopted by this community, and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this city.

OBSTRUCTION: Any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill structure, vegetation or other material in, along, across or projection into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

PUBLIC SAFETY AND NUISANCE: As related to section 15.32.190 of this chapter, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake or river, bay, stream, canal, or basin.

RECREATIONAL VEHICLE: A vehicle which is:

- A. Built on a single chassis;
- B. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY: Channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

REMEDY A VIOLATION: To bring a structure or other development into compliance with state and local floodplain management regulations, or, if that is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.

RIVERINE: Relating to, formed by, or resembling a river (including tributaries), stream or brook.

SPECIAL FLOOD HAZARD AREA (SFHA): An area in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year and is shown on an FHBM or FIRM as zone A, AO, A1-30, AE, A99, or AH.

START OF CONSTRUCTION: Includes substantial improvement, and other proposed new development and means the date the building permit was issued; provided, the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or

footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of manufactured home on a foundation. "Permanent construction" does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways; nor does it include the excavation of basements, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE: A walled and roofed building that is principally above ground; including a gas or liquid storage tank or a manufactured home.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: Any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

VARIANCE: A grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

VIOLATION: The failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required by this chapter is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION: The height, in relation to the national geodetic vertical datum (NGVD) of 1929 (or the datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

WATERCOURSE: A lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.”

SECTION 2. Section 15.32.040 of Chapter 15.32 of the Redlands Municipal Code, entitled “Establishing the Areas of Special Flood Hazard,” is hereby amended to read as follows:

“15.32.040: ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD:

The areas of special flood hazard identified by the federal insurance administration (FIA) of the federal emergency management agency (FEMA) in the “Flood Insurance Study (FIS) for San Bernardino County, California and Incorporated Areas” dated January 17, 1997, with accompanying flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), dated January 3, 1979, and all subsequent amendments and/or revisions, are adopted by reference and declared to be a part of this chapter. This flood insurance study (FIS) and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the city council by the chief building official. The study, FIRMs and FBFMs are on file at 35 Cajon Street, Suite 20, department of building and safety.”

SECTION 3. Section 15.32.080 of Chapter 15.32 of the Redlands Municipal Code, entitled “Warning and Disclaimer of Liability,” is hereby amended to read as follows:

“15.32.080: WARNING AND DISCLAIMER OF LIABILITY:

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on occasions and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards, or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any elected official, officer or employee thereof, the state of California, or the federal insurance administration, federal emergency management agency, for any flood damages that result from reliance on this chapter or any rule or regulation made pursuant to this chapter.

If any section, provision or portion of the ordinance is deemed unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.”

SECTION 4. Section 15.32.100 of Chapter 15.32 of the Redlands Municipal Code, entitled “Chief Building Official; Duties and Responsibilities,” is hereby amended to read as follows:

“15.32.100: CHIEF BUILDING OFFICIAL; DUTIES AND RESPONSIBILITIES:

The chief building official, as the designated floodplain administrator, shall administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions and the chief building official duties and responsibilities shall include, but not be limited to:

A. Permit Review:

1. Review all development permits to determine that the permit requirements of this chapter have been satisfied;
2. Ensure that all other state and federal permits have been obtained;
3. Determine that the site is reasonably safe from flooding; and
4. The proposed development within zones A1-30 and AE without a designated floodway does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot (1') at any point.

B. Review, Use And Development Of Other Base Flood Data:

1. When base flood elevation data has not been provided in accordance with section 15.32.040 of this chapter, the chief building official shall obtain, review and utilize any base flood elevation and floodway data available from a federal, state or other sources, or if no base flood elevation data is available from a federal or state agency or other source, in order to administer section 15.32.110 of this chapter. Any such information shall be submitted to the city for adoption; or

2. If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of the two (2) methods from the FEMA publication "Managing Floodplain Development In Approximate Zone A Areas-A Guide Of Obtaining And Developing Base (100-Year) Flood Elevations" dated July 1995, in order to administer section 15.32.110 of this chapter.

a. Simplified method:

- (1) 100-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. geological survey publication, or the discharge-drainage area method; and
- (2) Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or

b. Detail method:

- (1) 100-year or base flood discharge shall be obtained using the U.S. army corps of engineers' HEC-HMS computer program; and
- (2) Base flood elevation shall be obtained using the U.S. army corps of engineers' HEC-RAS computer program.

C. Notification Of Other Agencies:

1. In alteration or relocation of a watercourse:

- a. Notify adjacent communities and the California department of water resources prior to alteration or relocation;
- b. Submit evidence of such notification to the FEMA; and
- c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base Flood Elevation Changes Due To Physical Alterations:

- a. Within six (6) months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
- b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes In Corporate Boundaries:

- a. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

D. Documentation Of Floodplain Development: Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by sections 15.32.110 and 15.32.140 of this chapter (lowest floor elevations);
2. Certification required by subsection 15.32.110C4 of this chapter (elevation or floodproofing of nonresidential structures);
3. Certification of elevation required by subsection 15.32.110C5 of this chapter (wet floodproofing standards);
4. Certification of elevation required by section 15.32.130, "Subdivision Standards", of this chapter;

5. Certification required by section 15.32.160 of this chapter (floodway encroachments);
6. Reports required by section 15.32.170 of this chapter (mudflow standards).

E. Map Determinations: Make interpretations, where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). Any person contesting the location of a boundary shall be given a reasonable opportunity to appeal the interpretation as provided in sections 15.32.180 and 15.32.190 of this chapter.

F. Remedial Action: Take action to remedy violations of this chapter.”

SECTION 5. Section 15.32.110 of Chapter 15.32 of the Redlands Municipal Code, entitled “Construction Standards,” is hereby amended to read as follows:

“15.32.110: CONSTRUCTION STANDARDS:

In all areas of special flood hazards the following standards are required:

A. Anchoring:

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured homes shall meet the anchoring standards of section 15.32.140 of this chapter.

B. Construction Materials And Methods:

1. All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage;
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage;
3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding by elevating said equipment by at least one foot (1') above the base flood elevation; and
4. If within zone AH or AO, adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

C. Elevation And Floodproofing:

1. Residential construction, new or substantial improvement of any structure in zone AE, AH, or A1-30 shall have the lowest floor, including basement, elevated two feet (2') above the base flood elevation. Upon the completion of the structure the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, or verified by the chief building official to be properly elevated.
2. Residential construction, new or substantial improvement, of any structure in zone AO shall have the lowest floor, including basement, elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least two feet (2'), or elevated at least four feet (4') above the highest adjacent grade if no depth number is specified. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, or by the chief building official to be properly elevated.
3. Residential construction, new or substantial improvement of any structure in zone A shall have the lowest floor, including basement, be elevated at least two feet (2') above the base flood elevation. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, or by the chief building official to be properly elevated.
4. Nonresidential construction, new or substantial improvement, in AO zones shall either be elevated in conformance with subsection C1 or C2 of this section or together with attendant utility and sanitary facilities be floodproofed to at least two feet (2') above the BFE so that below this level the structure is watertight with walls substantially impermeable to the passage of water, have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy, and be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the chief building official.
5. All new construction and substantial improvements, that fully enclose areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement shall either be certified by a registered professional engineer or architect and must meet or exceed the following minimum criteria:
 - a. Have a minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot (1') above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters; or
 - b. Be certified by a registered professional engineer or architect.

6. Manufactured homes shall satisfy the standards in section 15.32.140 of this chapter.”

SECTION 6. Section 15.32.130 of Chapter 15.32 of the Redlands Municipal Code, entitled “Subdivision Standards,” is hereby amended to read as follows:

“15.32.130: SUBDIVISION STANDARDS:

A. All preliminary subdivision proposals greater than 50 lots or 5 acres shall identify the special flood hazard area and the elevation of the base flood.

B. All final subdivision plans shall provide the elevation of proposed structures and pads. If the site is filled above the base flood elevation, the lowest floor and pad elevation shall be certified by a registered professional engineer or surveyor and provided to the chief building official.

C. All subdivision proposals shall be consistent with the need to minimize flood damage.

D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage by dry floodproofing and elevating equipment by at least one foot (1’) above the base flood elevation.

E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.”

SECTION 7. Section 15.32.140 of Chapter 15.32 of the Redlands Municipal Code, entitled “Standards for Manufactured Homes,” is hereby amended to read as follows:

“15.32.140: STANDARDS FOR MANUFACTURED HOMES:

A. All manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's flood insurance rate map, on sites located: 1) outside of a manufactured home park or subdivision; 2) in a new manufactured home park or subdivision; 3) in an expansion to an existing manufactured home park or subdivision; 4) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least two feet (2') above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation collapse and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH, and AE on the community's flood insurance rate map that are not subject to the provisions of subsection A of this section will be fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and to be elevated so that either:

1. The lowest floor of the manufactured home is at least two feet (2') above the base flood elevation.”

SECTION 8. Section 15.32.160 of Chapter 15.32 of the Redlands Municipal Code, entitled “Floodways,” is hereby amended to read as follows:

“15.32.160: FLOODWAYS:

Located within areas of special flood hazard established in section 15.32.040 of this chapter are areas designated as regulatory floodways. Because the regulatory floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in the base flood levels during the occurrence of the base flood discharge.

B. If the above is satisfied, all new construction, substantial improvements, and proposed development shall comply with all other applicable flood hazard reduction provisions of this chapter.”

SECTION 9. 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 Sections 15061(b)(3) and 15378(b)(5) of the State CEQA Guidelines, in that it will not result in a direct or reasonably foreseeable indirect physical change on the environment nor have a significant impact on the environment.

SECTION 10. 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 11. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeanne Donaldson, City Clerk



City Council Meeting

I. 7.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Police Chief Tolber)

MOTION(S):

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

I move to approve sole source purchase order with Flock Group, Inc.

RECOMMENDATION:

Staff recommends that Council approve a sole source purchase order with Flock Group, Inc. for the renewal of leases of automated license plate recognition cameras for an amount not to exceed \$133,500.

DISCUSSION:

In February 2025, the City adopted Resolution No. 8658 for the use of the state's Citizens' Option for Public Safety program funds for the purpose of ensuring public safety. The approved funds were budgeted to purchase or renew automated license plate recognition cameras (ALPR) with Flock Group, Inc. (Flock) around the city. The ALPR's have been instrumental in providing crucial leads in numerous crimes, including robbery, burglary, and sexual assault.

The ALPR's are a series of high-speed camera systems that photograph license plates, convert the numbers and letters into machine-readable text, tag them with the time and location, and upload that data into a database for retrieval. This database will then be accessible to all law enforcement agencies in California. Regionally, law enforcement agencies that use ALPR cameras compare plates to a "hot list" of plates suspected of being connected to violent

crimes, child abduction, and terrorist activity. Cities throughout San Bernardino County are already participating in ALPR information sharing. The Redlands Police Department (RPD) has already successfully implemented an ALPR program to include 55 camera systems. This project will allow the City of Redlands to expand the program and contribute more data to the regional ALPR system to assist in solving crimes in the City of Redlands and throughout our region.

In accordance with the City's purchasing policy, sole or single source purchases exceeding \$40,000 require City Council approval. Approving this sole source purchase order will assist us to pay for any outstanding invoices from 2025 and any renewed invoices with Flock in Fiscal Year 25/26. The invoice for the cameras located at the University of Redlands will also be included in this purchase order. However, it will be paid using general funds that were approved as part of the biennial budget. Currently, RPD and Flock are preparing a Master Service Agreement to consolidate all the invoice services under one agreement which includes prorating any overlapping terms.

ALTERNATIVES:

City Council may elect not to approve the sole source purchase orders. However, this will adversely affect our ALPR system operations to assist in solving crimes in the City of Redlands and throughout our region.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Rachel Tolber, Chief of Police

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year: 25-26
Revenue Generating: N
Appropriation Required Y/N: N
Amount: 133,500
Budgeted Y/N: Y

Discussion:

The State's Citizens' Option for Public Safety (COPS) program funds will cover \$124,500 of the purchase order. The invoice for the cameras located at the University of Redlands will be paid using general funds, which were approved as part of the City's biennial budget.

Attachments

Resolution 8658
Flock Sole Source Form

RESOLUTION NO. 8658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
ACCEPTING THE STATE SUPPLEMENTAL LOCAL LAW ENFORCEMENT
FUNDS AND APPROVING THE USE OF THE FUNDS IN ACCORDANCE
WITH STATE REQUIREMENTS

WHEREAS, the California State Legislature created the Citizen's Option for Public Safety ("COPS") Program in fiscal year 1996-97; and

WHEREAS, the City must create a Supplemental Law Enforcement Special Fund ("SLESF") for the funds; and

WHEREAS, the funds cannot be used for administrative overhead exceeding 0.5 percent or allocated to fund the costs of any capital project or construction project that does not directly support frontline law enforcement.

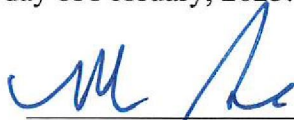
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council accepts the State Supplemental Local Law Enforcement for fiscal year 2024/25 and 2025/26.

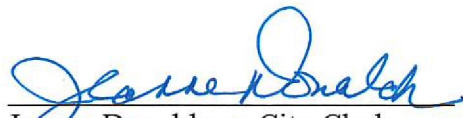
Section 2. The City Council approves the use of State Supplemental Local Law Enforcement Grant funds for FY 24/25 and 25/26 in accordance with state requirements, as outlined below:

- Part-time camera operators
- Automated license plate reader cameras
- Cellebrite services

ADOPTED, SIGNED AND APPROVED this 4th day of February, 2025.


Mario Saucedo, Mayor

ATTEST:


Jeanne Donaldson, City Clerk



Sole Source/ Single Source/ Standardization Form

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

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

Date: 7/1/25

TO: Purchasing Division

FROM: Rachel Tolber

Purchase Requisition # Munis to generate

Estimated Total Cost: \$ 133,500

Proposed Vendor: Flock Safety

Request Term: _____

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.



- a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: 55 cameras

Manufacturer/Model Number: Flock Safety

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:

Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety Camera. RPD currently deploys 55 Flock cameras in neighborhoods and business districts.

Description of Cameras:

- Wireless deployment of license plate reading cameras with integrated solar and cellular networks (other cameras )

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:

RPD does utilize another ALPR vendor (Vigilant) for major traffic intersections, but that vendor is

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.

Stephen Crane

Justin Jimenez

5. Explain what action(s) the department would take if the sole/single source services were no longer available

The Flock cameras have been a key force multiplier when it comes to investigating crimes that have occurred in Redlands. The fact that the Flock cameras are solar powered enables the police department to install them at locations where they will be most efficient. In addition, since the Flock cameras only retain the images for 30 days, residents and business owners have embraced the ALPR strategy as opposed to what has been seen in other cities where there has been push back and claims of government overreach. If sole source services were no longer available, RPD would likely be forced to abandon the installation of ALPR cameras in neighborhoods and business districts.

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

Jimmy Nguyen

Digitally signed by Jimmy
Nguyen

07/01/25

Prepared by

Date

Department Director

Date

Purchasing Approvals

Purchasing Agent Approval

Date

City Manager Approval

Date



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-59110
Invoice Date: 2/26/2025
Due Date: 3/28/2025
Payment Terms: Net 30
PO#:

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
1270 W Park Ave
Redlands, California 92373

Billing Company Name: CA - Redlands PD
Billing Contact Name: Accounts Payable
Billing Email Address: accounts payable@cityofredlands.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - CA - Redlands PD - Phase 9 (Cameras 38-50): 12 Month Term, 2025 - 2026

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS TM	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	13	\$3,000.00	\$0.00	\$39,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$39,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$39,000.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-59110
Invoice Date: 2/26/2025
Due Date: 3/28/2025
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-59110
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-59110

Amount Due: **\$39,000.00**

Amount Enclosed: \$ _____

Term: 02/25/25 – 02/24/26

Phase 9 (Cameras 38 - 50) location:

- #38 Brockton Ave @ Wabash - EB
- #39 Ford St @ Crestview Rd - SB
- #40 San Bernardino Ave @ Wabash Ave - EB
- #41 Valley Falls Ave @ Wabash Ave - EB
- #42 Colton Ave @ Wabash – EB
- #43 Independence Ave @ Wabash Ave - EB
- #44 University St @ Citrus Ave - NB
- #45 Citrus Ave @ Wabash – EB
- #46 Highland Ave @ Wabash – EB
- #47 5th & Wabash - EB
- #48 6th & Wabash - EB
- #49 Wabash Ave @ Lugonia - EB
- #50 Orange St @ Colton Ave – SB



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-69647
Invoice Date: 7/15/2025
Due Date: 8/14/2025
Payment Terms: Net 30
PO#:

Bill CA - Redlands PD
To: 1270 W Park Ave
 Redlands, California, 92373

Ship To: CA - Redlands PD
 1270 W Park Ave
 Redlands, California 92373

Billing Company Name: CA - Redlands PD
Billing Contact Name: Accounts Payable
Billing Email Address: accounts payable@cityofredlands.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - CA - Redlands PD - Phase 10 (Cameras 51-55): 12 Month Term, 2025 - 2026

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Platform - Essentials	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	5	\$3,000.00	\$0.00	\$15,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: **\$15,000.00**
Sales Tax: **\$0.00**
Credit: **\$0.00**
Payments: **\$0.00**
Balance Due: **\$15,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-69647
Invoice Date: 7/15/2025
Due Date: 8/14/2025
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-69647
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-69647

Amount Due: **\$15,000.00**

Amount Enclosed: \$ _____

Term: **07/11/25 – 07/12/26**

Phase 10 (Cameras 51-55) location:

- #51 Tribune St @ Courier Ave - NB
- #52 Brockton Ave @ Tribune St - WB
- #53 Tribune St @ Brockton Ave - SB
- #54 Post St @ Brockton Ave - SB
- #55 Brockton Ave @ Lombard Dr - EB



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-73098
Invoice Date: 8/29/2025
Due Date: 9/28/2025
Payment Terms: Net 30
PO#:

Bill To: CA - Redlands PD
1270 W Park Ave
Redlands, California, 92373

Ship To: CA - Redlands PD
1270 W Park Ave
Redlands, California 92373

Billing Company Name: CA - Redlands PD
Billing Contact Name: Accounts Payable
Billing Email Address: accounts payable@cityofredlands.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Amendment for contract #00037645

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Platform	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	3	\$3,000.00	\$0.00	\$9,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	\$9,000.00
Sales Tax:	\$0.00
Credit:	\$0.00
Payments:	\$0.00
Balance Due:	\$9,000.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-73098

Invoice Date: 8/29/2025

Due Date: 9/28/2025

Payment Terms: Net 30

PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-73098
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-73098

Amount Due: **\$9,000.00**

Amount Enclosed: \$ _____

Term: **08/29/25 – 08/28/26**

Phase 7 (Cameras 31-33) location:

- #31 SB Ave @ Orchard Way - EB (Lanes 2 & 3)
- #32 SB Ave @ Orchard Way - EB (Lanes 1 & 2)
- #33 Citrus Plaza Dr @ San Bernardino Ave - NB



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-73099
Invoice Date: 8/29/2025
Due Date: 9/28/2025
Payment Terms: Net 30
PO#:

Bill To: CA - Redlands PD
1270 W Park Ave
Redlands, California, 92373

Ship To: CA - Redlands PD
1270 W Park Ave
Redlands, California 92373

Billing Company Name: CA - Redlands PD
Billing Contact Name: Accounts Payable
Billing Email Address: accounts payable@cityofredlands.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Amendment for contract #00037645

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	1	\$3,000.00	\$0.00	\$3,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$3,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$3,000.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-73099
Invoice Date: 8/29/2025
Due Date: 9/28/2025
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-73099
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: CA - Redlands PD

Invoice #: INV-73099

Amount Due: **\$3,000.00**

Amount Enclosed: \$ _____

Term: **08/29/25 – 08/28/26**

Added Camera to Phase 7 (Camera 34) location:

- #34 New York St @ Brockton Ave - NB



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1270 W Park Ave Redlands, California 92373

Ship To: 1270 W Park Ave Redlands, California 92373

Billing Company Name: CA - Redlands PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 12 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$18,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$18,000.00

Annual Recurring Subtotal: \$18,000.00

Discounts: -\$6,000.00

Estimated Tax: \$0.00

Contract Total: \$36,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Proposed Special Terms: Phase 6 Cameras Renewal term is from 10/10/2025 to 10/9/2027.

Discounts Applied	Amount (USD)
Flock Safety Platform	-\$6,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

FlockOS Features	Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

Term: **10/10/25 – 10/09/26**

Phase 6 (Cameras 25-30) location:

- #25 SB Ave @ Mountain View Ave - WB (Lanes 2 & 3)
- #26 SB Ave @ Mountain View Ave - WB (Lanes 1 & 2)
- #27 Almond Ave @ Mountain View Ave - WB
- #28 Tennessee St @ Lugonia Ave – NB
- #29 San Bernardino Ave @ Tennessee St - WB
- #30 Nevada St @ Orange Tree Ln - SB



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1270 W Park Ave Redlands, California 92373

Ship To: 1270 W Park Ave Redlands, California 92373

Billing Company Name: CA - Redlands PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 12 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$16,500.00
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	55	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$16,500.00

Annual Recurring Subtotal: \$16,500.00

Estimated Tax: \$0.00

Contract Total: \$16,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Proposed Special Terms: Renewal term: 12/31/2025 to 12/30/2026

Product and Services Description

FlockOS Features	Description
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade Falcon camera.

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1270 W Park Ave Redlands, California 92373

Ship To: 1270 W Park Ave Redlands, California 92373

Billing Company Name: CA - Redlands PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 12 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$9,000.00
Flock Safety Flock OS			
Flock Safety Platform -	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$9,000.00

Annual Recurring Subtotal: \$9,000.00

Estimated Tax: \$0.00

Contract Total: \$9,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Proposed Special Terms: Phase 3 Cameras Renewal term: 1/15/2026 to 1/14/2027

Product and Services Description

FlockOS Features	Description
Flock Safety Platform -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

Term: **01/15/26 – 01/14/27**

Phase 3 (Cameras 10-12) location:

- #10 Ford/Oak - NB
- #11 Alta Vista/Outer Hwy-10 - NB
- #12 Oak/Ford - EB



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1270 W Park Ave Redlands, California 92373

Ship To: 1270 W Park Ave Redlands, California 92373

Billing Company Name: CA - Redlands PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$24,000.00
Flock Safety Flock OS			
FlockOS TM -	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$24,000.00
Annual Recurring Subtotal:	\$24,000.00
Estimated Tax:	\$0.00
Contract Total:	\$24,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Proposed Special Terms: Phase 5 U of R Cameras Renewal term: 4/1/2026 to 3/31/2027

Product and Services Description

FlockOS Features	Description
FlockOS TM -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

Term: 04/01/26 – 03/31/27

Phase 5 (U of R Cameras 17-24) location:

- #17 E/WB Pearl w/of Sixth
- #18 N/SB Eureka s/of Colton
- #19 N/B Orange at Pearl
- #20 N/SB 6th St at Pearl
- #21S/NB University s/of Park
- #22 W/EB Colton w/of University
- #23 W/EB Brockton w/of University
- #24 N/SB University at Cornell



City Council Meeting

I. 8.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Acceptance of a donation in the amount of \$20,217.41 from the Redlands Police Community Foundation for operational expenses of the Redlands Police Department K9 Unit, and authorization of an additional appropriation in the same amount (Police Chief Tolber)

MOTION(S):

If the City Council concurs with staff's recommendation, the following motion is provided:

"I move to accept the donation of \$20,217.41 from the Redlands Police Community Foundation for operational expenses of the Redlands Police Department's K9 Unit and authorize an additional appropriation of the same amount."

RECOMMENDATION:

Staff recommends that City Council accept the donation of \$20,217.41 from the Redlands Police Community Foundation for operational expenses of the Redlands Police Department's K9 Unit and authorize an additional appropriation of the same amount.

DISCUSSION:

The Redlands Police Community Foundation (RPCF) is a nonprofit charitable organization that provides additional financial support to the Redlands Police Department (RPD) for programs and initiatives beyond the City's General Fund. Since its inception in 2017, the RPCF has funded the RPD K9 Unit through community donations.

Following the inclusion of the RPD K9 Unit as a line item in the Police Department's operating budget, the RPCF has requested to donate \$20,217.41 in previously raised funds to the City to offset associated operational expenses. Acceptance of this donation will support the continued operation of the RPD K9

Unit as a public safety resource for the community.

ALTERNATIVES:

The Council may decline the donation or provide alternative direction to staff.

STRATEGIC PLAN:

Priority B: Public Health and Safety

SUBMITTED BY:

Police Chief Tolber

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:

Chay Miller, Police Executive Assistant

Fiscal Impact

Fiscal Year: FY2025-202

Revenue Generating: N

Appropriation Required Y/N: Y

Amount: \$20,217.41

Budgeted Y/N: N

Discussion:

Attachments

Add'l Appropriation Form

RPCF Letter

**CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION**

DATE OF REQUEST: 10/1/2025

FINANCE USE ONLY
TRANSACTION NO: _____
ACCOUNTING PERIOD: _____

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Special Contractual Services	101202	6710	202043	\$ 8,000.00
Subscriptions & Memberships	101202	6909	202043	\$ 2,000.00
Special Departmental Supplies	101202	7810	202043	\$ 10,217.41
				\$ 20,217.41

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Donation Revenue	101202	4819	202043	\$ 20,217.41
				\$ 20,217.41

JUSTIFICATION: To record donation revenue from the Redlands Police Community Foundation donation to PD and to appropriate funding in the corresponding budget line items in order to expend those funds.

Requested By: 
Department Head

Recommended By Finance Director:

Recommended: _____
City Manager

Yes _____ No _____ Signed _____

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk



October 6, 2025

Chief Rachel Tolber
Redlands Police Department
30 Cajon Street
Redlands, CA 92373

Dear Chief Tolber,

As you know, the Redlands Police Community Foundation (RPCF) is a nonprofit charitable organization committed to supporting the Redlands Police Department (RPD) by funding programs and initiatives that go beyond the General Funds of the City's budget. Through community donations, the RPCF has proudly funded the RPD K9 Unit since our organization's establishment in 2017.

As the City will now be including the RPD K9 Unit in its operating budget, the RPCF is pleased to contribute an additional one-time donation of \$20,217.41 to assist with the unit's operational expenses. Please accept this letter as our formal statement of intent to provide this funding in support of the RPD and its continued service to our community.

Sincerely,

Chris Martin, President
Redlands Police Community Foundation

BOARD of DIRECTORS

Chris Martin,
President
Terry Vines,
Vice President
Judy Cannon,
Past President
David Streit,
Treasurer
Mike Bosman,
Secretary
Brenda Boon
Kelvin Bryant
Donna Ferracone
Gail Howard
Martin Lemon
Jim Nolin
Amy Strong

POLICE ADVISORS

Rachel Tolber,
Chief of Police
Esteban Valenzuela,
Commander
Chay Miller,
PD Executive Assistant

*An IRS Code Section
501(c)(3) Charitable
Organization*

**REDLANDS POLICE
COMMUNITY
FOUNDATION
(RPCF)**

P.O. Box 1025
Redlands, CA 92373
909.335.4744

www.rpcf365.org

Redlands Regular Meeting 11-04-25



City Council Meeting

I. 9.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed \$105,000; authorize the Chief of Police to sign and execute agreements implementing the grant; approve an additional appropriation of the same (Police Chief Tolber)

MOTION(S):

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

I move to approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed \$105,000; authorize the Chief of Police to sign and execute agreements implementing the grant; and approve an additional appropriation of the same.

RECOMMENDATION:

Staff recommends accepting the Office of Traffic Safety "Selective Traffic Enforcement Program" PT26145 grant for local law enforcement agencies; authorizing the Chief of Police to sign and execute agreements implementing the grant; and authorizing an additional appropriation to the police department in the amount of \$105,000.

DISCUSSION:

California will initiate the Selective Traffic Enforcement Program (STEP) on October 1, 2025. The grant will fund DUI checkpoints, DUI saturation patrols, speeding, red light and stop sign enforcement, and pedestrian / bicycle enforcement. In addition, the grant will fund the Know Your Limit program and collaborative DUI and traffic enforcement with other agencies. Grant funds will be used to staff the enforcement operations with first-line supervisors and officers from the Redlands Police Department. The STEP operations and DUI

checkpoint and saturation patrols are highly publicized and provide both education and enforcement of traffic and DUI laws. The grant funds will be used for overtime to conduct the operations.

ALTERNATIVES:

Do not accept the grant.

STRATEGIC PLAN:

Continues the support of Objective E-8.2: Research and implement evidence-based methods to reduce violent and property crime and effectively address traffic concerns.

SUBMITTED BY:

Rachel Tolber, Police Chief

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Selina Sanchez, Grant Coordinator

PREPARED BY:

Jimmy Nguyen, Management Analyst

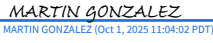
Fiscal Impact	
Fiscal Year:	2025-26
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	\$105,000
Budgeted Y/N:	N
Account No.:	200202
Discussion:	
There is no impact to the General Fund because all expenditures are reimbursable under the grant.	

Attachments

OTS Grant Agreement

OTS Tentative Approval Email

Additional Appropriation

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Redlands	3. Grant Period From: 10/01/2025 To: 09/30/2026
4. AGENCY UNIT TO ADMINISTER GRANT Redlands Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$105,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Martin Gonzalez TITLE: Corporal EMAIL: mgonzalez@redlandspolice.org PHONE: (909) 647-8847 ADDRESS: 1270 W Park Ave Building C Redlands, CA 92373  Oct 1, 2025 _____ (Signature) (Date) C. FISCAL OFFICIAL ADDRESS: Jimmy Nguyen Management Analyst jnguyen@redlandspolice.org (909) 488-2983 PO Box 1025 Redlands, CA 92373 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Rachel Tolber Chief of Police rtolber@redlandspolice.org 909-557-6584 1270 W Park Ave Building C Redlands, CA 92373 _____ (Signature) (Date) D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Stephanie Dougherty Director stephanie.dougherty@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: Q6LKTJ5M3JA8 REGISTERED ADDRESS: PO Box 1025 CITY: Redlands ZIP+4: 92373-4606
--	---

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	\$13,000.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	\$22,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	\$70,000.00
				AGREEMENT TOTAL		\$105,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$105,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
				\$105,000.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The City of Redlands' downtown and west-end commercial districts continue to expand with new businesses, including restaurants and establishments serving alcohol. Additionally, the city is experiencing growth in residential developments, contributing to increased vehicular and pedestrian traffic. The Citrus Plaza and Mountain Grove shopping complexes are also expanding, featuring amenities such as a movie theater and dining establishments that serve alcohol. Mountain Grove hosts a popular summer concert series, attracting thousands of visitors to its shopping and dining venues. This ongoing growth has led to a noticeable rise in pedestrian and roadway activity throughout Redlands.

To accommodate the increased traffic on our roadways, the city is improving its thoroughfares to alleviate congestion and support the high volume of roadway users at all hours. The commuter rail system connecting downtown Redlands with the City of San Bernardino has further impacted traffic patterns and roadway usage. Major highways, including Interstate 10, Interstate 210, and State Highway 38, pass through Redlands, serving as vital connectors to neighboring cities.

The STEP grant plays a crucial role in enhancing traffic safety in Redlands. The grant allows for the deployment of additional officers to focus on traffic education, enforcement, and safety measures. It also provides specialized training to support officers in investigating and apprehending impaired drivers, whether the impairment is due to alcohol, illegal drugs, or prescription medications. These efforts are essential for maintaining safety amid the city's ongoing growth and development.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

The Redlands Police Department has identified several critical traffic safety issues based on recent crash data. In 2022, the department investigated 384 injury traffic crashes that resulted in 540 injured occupants; this increased slightly in 2023, where officers investigated 379 crashes that resulted in 566 injuries. In 2024, the crashes continued to grow, resulting in 449 crashes investigated with 635 reported injuries, marking a significant increase of 69 reported injuries from 2023 to 2024. This upward trend highlights the growing risks to public safety on our roadways.

A critical factor in improving traffic safety was establishing a full-time traffic unit in 2019 staffed by a motor/traffic detective and a senior motor/traffic investigator. This unit, along with grant funding, has played a key role in reducing injury crashes and fatalities. However, staffing challenges persist. In 2023, the department lost one traffic officer through attrition, highlighting the continued need for grant funding to maintain and expand these efforts. Unfortunately, due to continued retirements and recruitment efforts, we are not near full police capacity, which prevents a motor/traffic investigator from joining the unit, only leaving the motor/traffic detective to attempt to combat traffic issues.

DUI-related incidents present additional challenges for the community. With 206 alcohol-licensed establishments in Redlands, including 145 "on-sale" businesses, issues such as intoxicated patrons, underage drinking, and open container violations are prevalent, particularly in the downtown area. These factors contribute to DUI-related crashes and fatalities, which have not seen significant reductions despite law enforcement efforts.

The department continues to address these challenges through targeted programs, such as the "Know Your Limit" campaign, increased inspections of alcohol-licensed establishments, and proactive education and enforcement efforts. Grant funding is essential to support these initiatives, allowing the department to serve the motoring public by increasing awareness, enhancing traffic safety education, and reducing injury crashes. This coordinated effort between law enforcement, community-based organizations, and media outreach is critical to improving traffic safety for the residents and visitors of Redlands.

Alcohol-related injury traffic crashes also demonstrated significant changes during this period. These injury crashes increased from 53 in 2022 to 58 in 2023 but decreased to 33 reported injuries in 2024. Although

there was a decrease in 2024, there was a steady increase in the overall reported Alcohol-related injury crashes. In 2022, there were 27 reported Alcohol-related crashes, and in 2024, there were 65 reported Alcohol-related crashes. This fluctuation underscores the need for targeted interventions to combat impaired driving.

Fatal hit-and-run crashes remain a concern. One fatal hit-and-run incident was reported in both 2022 and 2023, while no such incidents were reported in 2024. Despite this improvement, these incidents continue to highlight the importance of fostering driver accountability and public awareness.

The most alarming trend, however, is the notable fluctuation in traffic fatalities. In 2022, eight lives were lost in eight separate traffic crashes. This number drastically increased to 12 deaths in 2023 from 7 reported traffic crashes. Fortunately, this number dropped significantly to just two fatalities in 2024 from 2 reported crashes. While this reduction is encouraging, addressing the primary and contributing factors to sustain this progress is crucial in continuing to reduce fatalities on our roadways.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The target population the Redlands Police Department aims to serve includes all residents and visitors who use the city's roadways, particularly those affected by traffic crashes, DUI-related incidents, and other traffic safety concerns. This population faces significant challenges related to traffic safety, including the risk of fatal and injury traffic crashes and the dangers posed by impaired drivers.

More recent data highlights continued progress in reducing traffic crashes. In 2022, fatal crashes rose slightly to eight but saw a dramatic reduction to two in 2024. Injury crashes, however, have shown an upward trend, with 384 incidents in 2022 increasing to 449 in 2024. These numbers emphasize the ongoing need for targeted enforcement and education efforts to address traffic safety concerns effectively.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed

Target Number

1

12

Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	6
9. Conduct DUI Saturation Patrol operation(s).	10
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	6
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Conduct Know Your Limit campaigns with an effort to reach members of the community.	4
16. Participate in highly visible collaborative DUI Enforcement operations.	1
17. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
405e DDL-26	20.616	Distracted Driving Laws	\$13,000.00		
402PT-26	20.600	State and Community Highway Safety	\$22,000.00		
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$70,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints	164AL-26	\$6,500.00	6	\$39,000.00	
DUI Saturation Patrols	164AL-26	\$1,840.00	10	\$18,400.00	
Know Your Limit	164AL-26	\$1,600.00	4	\$6,400.00	
Collaborative DUI Enforcement	164AL-26	\$1,600.00	1	\$1,600.00	
Traffic Enforcement	402PT-26	\$1,935.00	6	\$11,610.00	
Motorcycle Safety Enforcement	402PT-26	\$2,300.00	1	\$2,300.00	
Pedestrian and Bicycle Enforcement	402PT-26	\$2,300.00	2	\$4,600.00	
Distracted Driving Enforcement	405e DDL- 26	\$2,166.66	6	\$13,000.00	
Category Sub-Total					\$96,910.00
B. TRAVEL EXPENSES					
In State Travel	402PT-26	\$990.00	1	\$990.00	
				\$0.00	
Category Sub-Total					\$990.00
C. CONTRACTUAL SERVICES					
				\$0.00	
Category Sub-Total					\$0.00
D. EQUIPMENT					
				\$0.00	
Category Sub-Total					\$0.00
E. OTHER DIRECT COSTS					
PAS Device/Calibration Supplies	164AL-26	\$800.00	1	\$800.00	
DUI Checkpoint Supplies	164AL-26	\$3,800.00	1	\$3,800.00	
Lidar Device	402PT-26	\$2,500.00	1	\$2,500.00	
Category Sub-Total					\$7,100.00
F. INDIRECT COSTS					
				\$0.00	
Category Sub-Total					\$0.00
GRANT TOTAL					\$105,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *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);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], 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 that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, 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 Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives 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.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient 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.
8. That this Assurance obligates the Recipient 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 Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority 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.
10. The Recipient 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.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

- rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT26145
Agency Name:	Redlands Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$105,000.00
Authorizing Official:	Rachel Tolber
Fiscal Official:	Jimmy Nguyen
Grant Director:	Martin Gonzalez

CURRENT GEMS USER(S)

1. Martin Gonzalez

Title: Corporal

Media Contact: No

Phone: (909) 647-8847

Email: mgonzalez@redlandspolice.org

2. Jimmy Nguyen

Title: Management Analyst

Media Contact: No

Phone: (909) 488-2983

Email: jnguyen@redlandspolice.org

3. Ryan Steinhaus

Title: Sergeant

Media Contact: No

Phone: (909) 647-8165

Email: rsteinhaus@redlandspolice.org

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by: <u>Sgt. M. Gonzalez</u> Date: Sep 29, 2025 Sgt. M. Gonzalez (Sep 29, 2025 15:12:31 PDT)	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access. <u>MARTIN GONZALEZ</u> MARTIN GONZALEZ MARTIN GONZALEZ (Oct 1, 2025 11:04:02 PDT)	
Signature Oct 1, 2025	Name Grant Director
Date	Title

OTS Tentatively Approved Your Application 26-006446

From OTS Email <contact@ots.ca.gov>

Date Wed 6/4/2025 2:40 PM

To Owens, Jim@OTS <Jim.Owens@ots.ca.gov>; rsteinhaus@redlandspolice.org <rsteinhaus@redlandspolice.org>

CAUTION: External Email. Use caution when opening links or attachments.

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your application 26-006446 in the amount of \$105,000 with the proposal titled "Selective Traffic Enforcement Program (STEP)." This tentative award is contingent on approval from the National Highway Traffic Safety Administration. Please do not publicly announce this tentative award until the grant agreement is fully negotiated and signed by the OTS.

Your OTS Coordinator will contact you to discuss your proposal and explain the grant development process. It is our goal to have grants start the first of October. Costs incurred and accrued prior to the grant start date are not reimbursable. Please notify your coordinator if approval from a City Council or the Board of Supervisors is required. You should begin that process now to avoid a delay in executing your grant. If you have questions, please contact Jim Owens, Grant Coordinator at jim.owens@ots.ca.gov.

Thank you for your commitment to traffic safety so that everyone traveling on California roadways can go safely.

Sincerely,
Stephanie Dougherty
Director

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/01/2025

FINANCE USE ONLY
TRANSACTION NO: _____
ACCOUNTING PERIOD: _____

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Overtime Salaries	200202	5102	TBD	96,910.00
Travel Exp Reimb	200202	6402	TBD	990.00
Special Departmental Supplies	200202	7810	TBD	7,100.00
				\$ 105,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Federal Grants	200202	4407	TBD	105,000.00
				\$ 105,000.00 -

JUSTIFICATION: OTS STEP 2025/26 Grant Award #PT26145

Requested By: Rachel Tolber
Department Head

Recommended By Finance Director:
Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk



City Council Meeting

I. 10.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt 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 (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 adopt Resolution No. 8720.

RECOMMENDATION:

Staff recommends that City Council adopt 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 at Texonia Park.

DISCUSSION:

The City is currently developing a concept plan for the renovation of Texonia Park and is applying for Land and Water Conservation Fund (LWCF) grant funding to help support this project. LWCF, administered by State Parks since 1965, provides funding for the acquisition or development of land to create new outdoor recreation opportunities that promote the health and wellness of Californians. Today, State Parks monitors more than 1,550 LWCF sites across the state, and the program has supported the creation or improvement of more than 1,000 parks statewide.

The neighborhood surrounding Texonia Park is designated as a disadvantaged community under State criteria, with lower household incomes and limited access to safe and modern recreational facilities. This designation increases eligibility for competitive grant programs such as Proposition 68 and LWCF, providing the City with greater access to external resources. More importantly, it underscores the need to prioritize reinvestment in this area. Applying City funds to Texonia Park will not only strengthen the LWCF application but also demonstrate the City's commitment to addressing equity by directing resources where they are most needed.

Texonia Park is a vital community space that serves the families, youth, and seniors of Redlands. However, the existing amenities are outdated and no longer meet the residents' needs. Renovating the park will provide safe, inclusive, and modern amenities, including improved play areas, shaded gathering spaces, and accessible pathways, that promote health, wellness, and community connection. Investments made possible through a combination of funding will expand recreational opportunities, improve neighborhood livability, and ensure that residents of all ages and abilities have equitable access to quality outdoor spaces.

Should any funds be awarded, the acceptance of those funds and an additional appropriation will be brought back for Council's approval.

ALTERNATIVES:

City Council may elect not to approve Resolution No. 8720 and provide an alternate direction to staff.

STRATEGIC PLAN:

Priority A 4: Quality of Life - Parks, Recreation and Open Space

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 2025-26

Account No.: 101303

Discussion:

If the City's application to the LWCF Grant Program is successful, acceptance of the grant and an additional appropriation for the grant funds will be brought to Council for approval.

Attachments

A. Resolution No. 8720 - LWCF Grant Program

RESOLUTION NO. 8720

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND TEXONIA PARK REDEVELOPMENT PROJECT

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State.

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

Section 1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed; Texonia Park Redevelopment Project

Section 2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, “No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”

Section 4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and

Section 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6. Appoints the Facilities and Community Services Director as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

ADOPTED, SIGNED AND APPROVED this 4th 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 4th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeanne Donaldson, City Clerk



City Council Meeting

I. 11.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of \$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; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;
2. I move to authorize the expenditure of city resources, in-kind support, and temporary street closures related to this event.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the NYE Beach Ball Drop scheduled on December 31, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report, the expenditure of city resources, and in-kind support in the amount of \$2,749.00.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city equipment, staff, and facilities for special events.

The Redlands Visitor Center has submitted a request for their NYE Beach Ball Drop event to be held on December 31, 2025, at Ed Hales Park. The request also includes a temporary street closure for Fifth Street from State Street to the north border of Ed Hales Park, leaving the alley and parking lot open for the flow of traffic. The requested street closure is between 11:00 a.m. and 5:00 p.m.; this timeframe will include time for set up and clean up. Additionally, they are requesting in-kind support in the amount of \$2,749.00 for departmental resources, including personnel, and the reservation at Ed Hales Park.

According to the application, the NYE Beach Ball Drop is a family-friendly gathering in Downtown Redlands, drawing a crowd of approximately 200 people to downtown businesses. The application also states that this event is designed to showcase local businesses, enhance their visibility, and potentially boost sales. Previously in 2024, the City supported this event by providing in-kind contributions, with the most recent allocation totaling \$2,209.50.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	2025/26
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	\$2,749.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request

Event Map

Verification of Non-Profit

Street Closure Permit

Fiscal Impact



City of Redlands

In-Kind Support Request

Event Name: NYE BEACH BALL DROP
Event Date(s): 12/31/25 Location(s): Ed Hales Park & 5th
Rain Out Date: NA Beginning Time: 3pm End Time: 4:45pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Use of Ed Hales Park & 5th Street in front of the LOVE wall between parking lot & State St.

Select and Describe All City Provided Services That May Apply to Your Request :

- ☒ Traffic (Personnel, equipment, cones, barricades, no-parking) 2 barricades
- ☐ Police (Public Safety Personnel)
- ☐ Fire (Paramedics, Inspectors)
- ☐ Parks (Cleanup Personnel, Ball Field Lights)
- ☐ Facility

Refuse/Recycling (Event Receptacles, Roll-Off Service) acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

☐ Other

Group/Organization Name: Redlands Visitor Center

Is your Group/Organization a Registered Non-Profit:

☒ Yes
☐ No

Non-Profit Federal Tax ID Number:

Does your Group/Organization Presently Have Liability Insurance?

☒ Yes
☐ No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past?

Yes

Primary Contact Name & Title:

Deborah Ohara

Mailing Address:

14 N. 5th St. Redlands

Phone Number:

909 721 1399

E-Mail Address:

hello@RedlandsVisitorCenter.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Free community event for families with small children who want to celebrate the New Years safely.

Describe what economic benefit and impact this event will bring to the City:

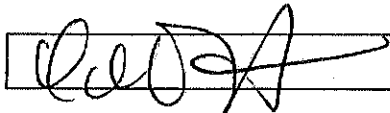
Families buy ice cream, coffee + dine before of after the event downtown.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	100		
Attendance: Non-Residents	20		
Food & Beverage Sales	NO	FREE Event	NO SALES
Merchandise Sales	NO		
Ticket/Entrance Fees	NO		
Other			
Total Revenue	0		

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature:



Title:

President Board

Please Print Your Name:

Deborah Ohara

Date:

6/9/25

To Be Completed by the City of Redlands

Date Received:

6/12/2025

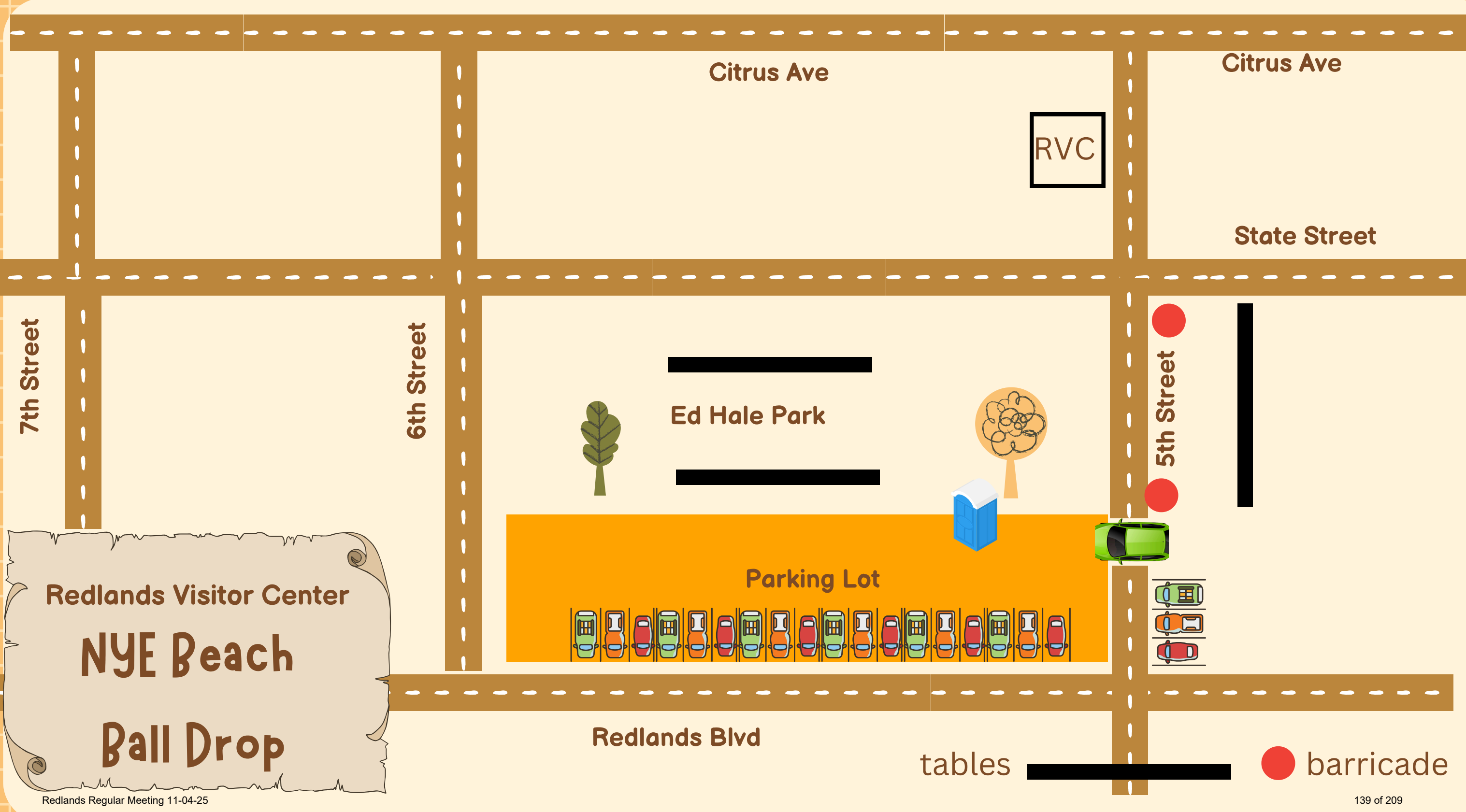
Received By:

Joselyn Ramirez

Notes:

City Manager Approval:

City Council Approval:





Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

REDLANDS VISITOR CENTER
14 NORTH 5TH STREET
REDLANDS, CA 92373

Date:
12/13/2021
Employer ID number:
[REDACTED]
Person to contact:
Name: Harold J Fodor
ID number: 31675
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 3, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053593004921

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Event: NYE Beach Ball Drop Date: 6-18-25

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is
subject to the following requirements:

1.	Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).
2.	Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).
3.	Applicant MUST provide insurance coverage per City's requirements (see reverse)
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Visitor Center
To close (street names) 5th Street
Between (street names) Redlands Blvd - parking lot driveway + State St.
Day & date 12/3/25 Event times - from (time) 1 ☐ am ☒ pm to (time) 5 ☐ am ☒ pm
Address of Applicant: 15 N. 5th Street Phone No: 909.721.1399
Signature of Applicant: [Signature] Applicant Name (print): Deborah Ohara
Condition(s); set up & clean up time required: 1pm set-up and clean up 4-5pm
Event Description: Free community event beach balls thrown out into the crowd at 4pm celebrating NYE in London

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

- [Signature]
Chief of Police
- [Signature]
Municipal Utilities & Engineering Department
- [Signature]
Facilities & Community Services Department
- [Signature]
Risk Management Division

7/1/25
Date
7/4/25
Date
6/23/25
Date
7/3/25
Date

Street Closure time: From 11 ☒ am ☐ pm To 5 ☐ am ☒ pm

Staff Notes:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	2025-2026 Amount	Type	2024-2025 Amount
Police Personnel ¹	\$540.00	Hard Cost	\$432.00
Fire Personnel ¹	\$0.00	Hard Cost	\$0.00
Facilities & Community Services Personnel ¹	\$675.00	Hard Cost	\$337.50
Personnel & Equipment Subtotal	\$1,215.00		\$769.50
Fees Established by City Council Resolution			
Park Reservation	\$94.00	Soft Cost	\$0.00
FCS Equipment	\$1,440.00	Soft Cost	\$1,440.00
Fire Equipment	\$0.00	Soft Cost	\$0.00
Fees Subtotal	\$1,534.00		\$1,440.00
Total Departmental Charges and Fees	\$2,749.00		\$2,209.50
	\$1,215.00	Hard Cost	\$769.50
	\$1,534.00	Soft Cost	\$1,440.00
	\$2,749.00	Total	\$2,209.50

¹Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	Waiver Amount	Net Amount
\$183,094.94	\$16,011.63	\$0.00	\$199,106.57	\$199,106.57



City Council Meeting

I. 12.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Purchase Order with Total Environmental Management, Inc., for up to twenty-four months rental of a temporary chiller at the Civic Center; and determination that this rental is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Facilities & Community Services Director Tabitha Crocker)

MOTION(S):

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

1. I move that the City Council determine that the 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; and
2. I move to reject all previous bids received on May 19, 2025; and
3. I move to approve a 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.

RECOMMENDATION:

Staff recommends that City Council determine 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. Staff further recommends that the City Council approve a 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.

DISCUSSION:

In June 2024, the Civic Center's chiller (HVAC system) experienced a major failure, requiring the emergency rental of a temporary unit, which will remain in place until City Hall is relocated to the 300 State Street Building. While replacement of the existing system has been evaluated, the estimated cost is nearly \$2 million. Given the magnitude of this investment, staff recommends deferring permanent replacement until long-term plans for the Civic Center complex are finalized to ensure that future improvements align with the City's overall facility and capital planning goals.

To help curtail ongoing rental fees during this interim period, in May 2025, the City issued an initial Request for Bids (RFB) for the rental and maintenance of a temporary chiller unit at the Civic Center. Three bids were received and publicly opened by the City Clerk; however, the apparent low bidder's proposal contained clerical and calculation errors that affected the total bid amount, while the remaining bids exceeded the available budget. Accordingly, staff recommends all bids be rejected in accordance with the City's purchasing policies.

A subsequent RFB was issued in August 2025 with clarified specifications and adjusted scope. Following the second solicitation, the City received seven bids, with Total Environmental Management, Inc. (TEM) determined to be the lowest responsive and responsible bidder.

BID SUMMARY

BIDDER	BID AMOUNT
Total Environmental Management, Inc.	\$183,600.00
RK Mechanical Services, Inc.	\$193,400.00
Herc Rentals	\$216,550.00
JackTags	\$225,648.00
Johnson Controls	\$229,460.78
Sunbelt Rentals	\$231,195.85
United Rentals	\$240,160.00

Staff recommends that City Council award a Purchase Order to Total Environmental Management, Inc. for an amount not-to-exceed \$183,600 for a period of up to 24 months, based on the bid submitted. The award is at a monthly rental rate of \$7,650.00 (attached) which is inclusive of delivery, setup and connection, maintenance, and removal at completion of use as indicated in the Request For Bid - TEMPORARY CHILLER RENTAL CIVIC CENTER PROJECT NUMBER FCS08132025KG (Attached)

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.

ALTERNATIVES:

City Council may elect not to award a Purchase Order to Total Environmental Management and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Plan Priority B - Public Health and Safety

SUBMITTED BY:

Tabitha Crocker, Facilities & Community Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: 2025-2026

Revenue Generating: No

Appropriation Required Y/N: No

Amount: 183,600.00

Budgeted Y/N: Yes

Account No.: 101301

Discussion:

The FY 25/30 FCS budget includes sufficient funding for this rental.

Attachments

Clerk's Bid Report

RFB for Temp Chiller Rental

TEM Bid Submittal

**CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT**

The following bid was opened on the **27th day of August 2025 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Civic Center Temp. Chiller Rental. Project No. FCS08132025KG.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Certification Signed	Total Bid Amount
1	Total Environmental Management Inc., Anaheim, CA	Yes	\$183,600.00
2	RK Mechanical Services Inc., Santa Fe Springs, CA	Yes	\$193,400.00
3	Herc Rentals, Bonita Springs, FL	Yes	\$216,550.00
4	JackTags, Los Angeles, CA	Yes	\$225,648.00
5	Johnson Controls, Huntington Beach, CA	Yes	\$229,460.78
6	Sunbelt Rentals, Fort Mill, SC	Yes	\$231,195.85
7	United Rentals, Rialto, CA	Yes	\$240,160.00


Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Kathleen Giorgianni

THIS BID SUBMITTAL PACKAGE SHALL BE SUBMITTED IN CONFORMANCE WITH THE CONTRACT DOCUMENTS IN A SEALED ENVELOPE. FAILURE TO SUBMIT THIS ENTIRE BID PROPOSAL WITH ALL REQUIRED ITEMS FULLY COMPLETED MAY CAUSE THE BID TO BE REJECTED AT THE DISCRETION OF THE CITY.

**CITY OF REDLANDS
FACILITIES & COMMUNITY SERVICES**



REQUEST FOR BID

**TEMPORARY CHILLER RENTAL
CIVIC CENTER**

PROJECT NUMBER FCS08132025KG

Date Issued: Wednesday, August 13, 2025

Date Due: Wednesday, August 27, 2025 at 11:00 A.M.

Responses Received and Opened at the Office of the City Clerk

**City of Redlands
35 Cajon Street – Suite 4
Redlands, California 92373**

**TEMPORARY CHILLER RENTAL
CIVIC CENTER**

PROJECT NUMBER FCS08132025KG

CALENDAR OF EVENTS/RFB TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

ACTION	COMPLETE DATE
Issue RFB	Wednesday, August 13, 2025
Pre-Bid Job Walk	N/A
Last Day for Questions	Tuesday, August 19, 2025 prior to 2:00 P.M.
Publish Response to Questions	Wednesday, August 20, 2025
Bids Due	Wednesday, August 27, 2025, at 11:00 A.M.

**NOTICE INVITING SEALED BIDS
FOR TEMPORARY CHILLER RENTAL - CIVIC CENTER
RFB NUMBER FCS08132025KG**

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Bids at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, up to the hour of **11:00A.M. on Wednesday, August 27, 2025** at which time they will be opened and publicly read. Bids shall be marked:

BID FOR: TEMPORARY CHILLER RENTAL - CIVIC CENTER – RFB FCS08132025KG

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 is currently using 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, PlanetBids requires 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://cityofredlands.org/rfp>

For potential bidders that do not have the ability to access PlanetBids, bid packages can be obtained at the office of the Facilities & Community Services Department, Civic Center, 35 Cajon Street, Suite 222, Redlands, California 92373.

Bids shall be executed on the forms found in the Specifications and in accordance with the instructions contained therein.

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 forty-five (45) days after the time of Bid Opening.

Bidders may **submit written questions** via Planetbids on or before Wednesday, April 23, 2025 at 11:00 A.M. PST. 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 be made by addendum prior to opening of Bids.

Do not contact other City employees regarding this project or the selection process. Questions regarding the RFB to be be posted on Planetbids. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA

Dated this 13th day of August 2025

/s/ City Clerk, City of Redlands
San Bernardino County, California

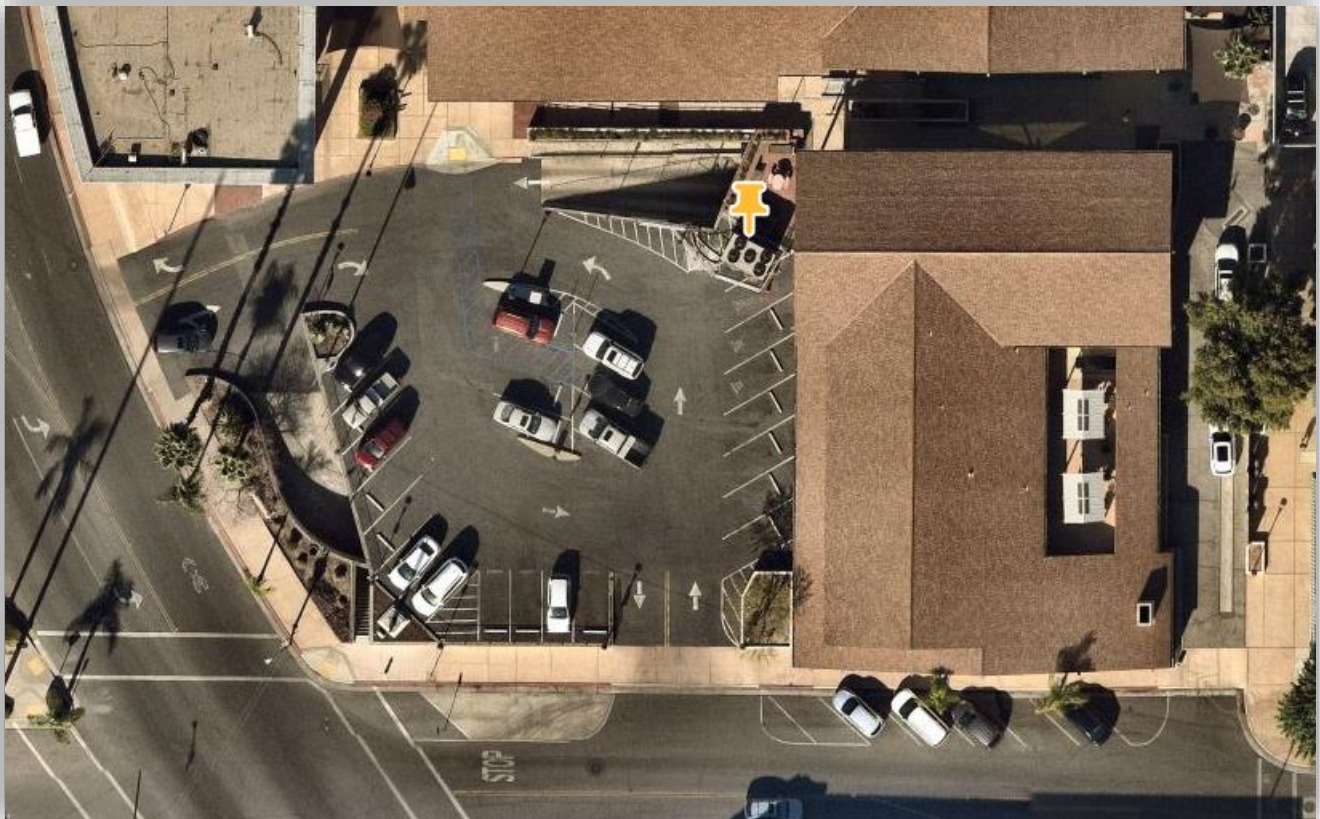
BACKGROUND/INTRODUCTION

The City of Redlands is soliciting bids for the rental of a 100 Ton temporary chiller, to be located at the City of Redlands Civic Center, 35 Cajon Street, Redlands, CA 92373. This rental will be long term, potentially extending to December of 2027.

At present, the city rents a temporary chiller that is located in the civic center parking lot (see photo below). Due to an unforeseen extended rental period, this Request for Bid is being advertised. The yellow pin below indicates the current chiller location. See Bid Schedule for specifications of requested product.

Scope of Services to include:

- Stage/deliver equipment and material to jobsite (Lift is required for Install and removal)
- Park chiller trailer in designated location
- Provide and install temporary header/manifolds to customer provided point of connections
- Furnish and install temporary flexible hose from temp chiller to headers/manifolds
- Provide and install Type W UL rated temporary power cable from temporary units to customer provided power source
- Furnish and install temporary flexible make up water hose from customer provided water source to temporary unit
- After completion of installation, fill system, start system and provide operator instructions
- During the rental period, provide routine maintenance inspections. Scheduling is based on the service department's discretion
- At the conclusion of the project, remove all furnished equipment
- All permits to be obtained prior to installation by contractor. Fees paid by city.



CONTRACT TERM

The initial contract agreement period will be for a period of one (1) year from the effective date of the agreement (the "Initial Period"). The City shall have the *option* to extend the Initial Term of the Agreement by two (2) additional one-year terms (each an "Extended Term") on the same terms and conditions by providing written notice to vendor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the City of Redlands at the Office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373 until **11:00 a.m. on Wednesday, August 27, 2025**, for **BID NUMBER FCS08132025KG TEMPORARY CHILLER RENTAL - CIVIC CENTER**.

Bids to receive consideration shall be made in accordance with the following instructions:

- a. Bids shall be made upon the **Bid Schedule**. All bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand.
- b. Bids 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. Before submitting a bid, Bidders shall carefully read the specifications, read all other Contract documents, 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.
- d. The bids must be submitted on or before the date and time specified in the Notice Inviting Sealed Bids. One (1) Original bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: RFB # FCS08132025KG TEMPORARY CHILLER RENTAL - CIVIC CENTER

Per Redlands Municipal Code 2.16.150, all bids need to be submitted in sealed envelopes. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Bids, in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, Ca.

PRE-BID CONFERENCE

None Scheduled – Civic Center is a public parking lot and vendors can readily access delivery site.

PERSONNEL:

Contractor shall assign an on-site supervisor who will have the overall responsibility for the performance of the services and who will be able to promptly resolve any questions or problems that arise. All such personnel shall be physically able to do their assigned work. The Contractor and Contractor's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disturbance to city staff.

Contractor shall provide a list of all Contractor employees assigned to each site, updated monthly or if there is any change in staff during that month.

SECURITY AND IDENTIFICATION

Contractor personnel shall be clearly identifiable as working for said contractor (uniform) and check in with Building Maintenance Staff **prior to** any maintenance being performed on chiller.

BID DOCUMENTS REQUIRED

The following documents must be complete, and all forms should be in the following arrangement for each submission:

- **Cover Page:** This is to be used as the first page of the submission of the bid package. This form must be fully completed and signed by an authorized officer of the firm.
- **Bidder Certification / Addenda Acknowledgement**
- **Firm Information/Organization:** The Bidder must identify the Account Manager who will be working directly with the City and engaged in managing the work. Identify the responsibilities of the key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities for performance of the services required.
The City reserves the right to approve or disapprove any change to the successful bidder Account Manager. Personnel changes that impact the contract may result in the cancellation of the contract.
- **Firm Experience and References:** At a minimum, a bidder should have been in business as a provider for a minimum of two years. The Bid shall include at least three (3) references from past or current clients for similar types of services. Include title and brief description of each project with the following information:
 - Client (contact person, address, telephone #, fax # and email)
 - Date contract started to date completed (if applicable)
 - Nature of work for each contract (include all applicable work processes)
- **IRS W-9 Form**

BIDDERS RESPONSIBILITY

Bidders are fully and completely responsible for the labeling, identification and delivery of their bids. The City will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the City.
- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.

INSURANCE AND HOLD HARMLESS REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

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.

The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.

- The name of the insured Contractor, the specified job by name and/or RFB number, the name of the insurer, the number of the policy, its effective date and its termination date.
- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be submitted by the broker directly either via email insurance@cityofredlands.org or U.S. mail to: City of Redlands, Risk Management Division, P.O Box 3005, Redlands, CA 92373. The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The City reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

EXAMINATION OF BID DOCUMENTS

Each vendor shall carefully examine the Specifications and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any vendor as to the meaning of the Bid Documents. Any inquiry or request for interpretation received by the City before **Tuesday, August 19, 2025 prior to 2:00 P.M.. pst** will be given consideration. All questions must be posted on Planetbids

Answers will be provided via/posted on the Planetbids site on **Wednesday, August 20, 2025.**

The City reserves the right to amend this RFB prior to the bid due date. Addenda or addendum will be published on Planetbids. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged, and the submission of his/her Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents, and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before Bids are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. The City and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

AGREEMENT

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract documents and should be carefully examined by the Bidder.

WITHDRAWAL OF BIDS

- a. Any Bidder may withdraw his/her 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 forty-five (45) days after the time of bid opening.

TERMS AND CONDITIONS

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid/bid for the same prices and/or terms being proposed. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the bid attests to this.

BUSINESS LICENSES

The successful Bidder will be required to obtain a City of Redlands business license prior to commencement of work. A business license is NOT required to bid.

CHANGES / MODIFICATIONS

The City reserves the right to order changes in the scope of work and resulting contract. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Bidder in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to

appropriation by the City of funds thereafter. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any non-recurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

GOVERNING LAWS AND REGULATIONS

The Bidders are required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Bidder.

HAZARDOUS CHEMICALS AND WASTES

The Bidder shall bear full and exclusive responsibility for any release by vendor of hazardous or non-hazardous chemicals or substances during the course of performance of the agreement. Bidder shall immediately report any such release to the City employee accepting delivery. Bidder shall be solely responsible for all claims and expenses associated with the response to, removal any remediation of the release, including, without limit, payment of any fines or penalties levied against the City and its officers, agents and employees as a result of such release.

INDEMNIFICATION

The successful Bidder must fully indemnify the City. Such indemnification will be documented in the contract documents.

PAYMENTS

Payments shall be made 30 days from the receipt of invoice and follow all City policies promulgated thereby.

PERIOD OF PRICING

Unless otherwise stated in the bid package, the price quoted/proposed shall remain in effect for 45 days.

PRICE/COST

All charges should be included on the Official Bid Price Sheet(s) which includes all associated costs.

PRICES/NOTATIONS

All prices must be typewritten or written in ink. No erasures are permitted.

RIGHT OF REJECTION

The City of Redlands reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the City.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Bidders or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TAXES AND DISCOUNTS: Do not include sales taxes in the bid price. Discounts should be deducted from the unit price and the net price should be shown in the bid.

BID PROTEST PROCEDURES

Bid Protest. 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:

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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 procedure will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

17.7 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.

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTIONS OF THIS PROPOSAL SHALL
ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS
WHICH ARE A PART OF THIS PROPOSAL

BID SCHEDULE and DOCUMENTS

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:

TEMPORARY CHILLER RENTAL - CIVIC CENTER – RFB NUMBER FCS08132025KG

NOTE: Bidders must bid each item in this schedule. All entries in the entire BID RESPONSE must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent.

BID SCHEDULE

Item No.	A. Description of Services	B. Quantity (24 Months)	C. Price Per Month	*D. Total Price (24 Months)
A1	Round trip transportation, installation, startup, instruction & removal labor based on straight time labor rates	1	Lump Sum	\$
A2	Equipment Rental – EQ-100T Chiller	24	\$	\$
A3	Lift Rental (Delivery and Removal)	2	Lump Sum	\$
A4	Peripheral Material: (100' runs) supply and return chilled water hose (100' runs) UL rated temporary power cable Two (2) 00" Flanged/Victaulic Headers One (1) CHWP	1	Lump Sum	\$
*B x C = D			TOTAL PRICE	\$

Bid awards are subject to City Council approval.

CONTRACTOR NAME: _____

DATE: _____

**BID SUMMARY TABLE
BASE BID**

BID SUMMARY TABLE

**CITY OF REDLANDS TEMPORARY CHILLER RENTAL - CIVIC CENTER
PROJECT FCS08132025KG**

TOTAL BASE BID

CITY CLERK READS THIS AMOUNT

BID - <u>TEMPORARY CHILLER RENTAL CIVIC CENTER</u>	Total (in figures)
BASE BID TOTAL	\$ _____
(TOTAL BID PRICE WRITTEN IN WORDS)	

LOW BID DETERMINATION – PLEASE CHECK YOUR MATH

All pricing shall include all costs for the services described, including labor, delivery, permits and inspections. All overhead costs, including, but not limited to, travel, equipment maintenance, etc. shall be included in the total bid price. The low bid will be determined pursuant to Public Contract Code Section 20103.8 (a) as the lowest bid price on the base contract without consideration of the process on the additive or deductive items. A responsible bidder who submits the lowest base 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.

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 City to conform thereto

CONTRACTOR's NAME: _____

DATE: _____

BID COVER PAGE

Name of Firm, Entity or Organization:	
Federal Employer Identification Number (EIN):	
State of California License Number (if applicable):	
Name of Contact person:	
Title:	
Email address:	
Mailing Address:	
Street Address (if different):	
City, State, Zip:	
Telephone:	Fax:
Organization: (check one)	Corporation: ☐ Partnership: ☐
Proprietorship: ☐ Joint Venture: ☐	Other: ☐
If Corporation:	
Date of Incorporation:	State of Incorporation:
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name:	
Signature:	
Title:	
Phone:	
<i>This document must be completed and returned with your submittal.</i>	

BIDDER CERTIFICATION

Submit To: City of Redlands Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373		CITY OF REDLANDS REQUEST FOR BID (REQUEST FOR BID) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE: Wednesday August 27 , 2025	DUE TIME: 11:00 a.m.	REQUEST FOR BID # FCS08132025KG		
TITLE: TEMPORARY CHILLER RENTAL - CIVIC CENTER				
BIDDER NAME:		PHONE NUMBER:		
BIDDER MAILING ADDRESS:		FAX NUMBER:		
CITY/STATE/ZIP		E-MAIL ADDRESS:		
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to an REQUEST FOR BID whatsoever for any fraudulent purpose."				
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #	
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."				
_____ Authorized Bidder Name, Title (Print)		_____ Authorized Signature	_____ Date	
<i>This document must be completed and returned with your submittal.</i>				

FIRM INFORMATION/ORGANIZATION CONTRACT MANAGEMENT CONTACT INFORMATION

OWNER OR MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX/EMAIL	
HOURS AVAILABLE	
CONTRACT/OFFICE MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX/EMAIL	
HOURS AVAILABLE	
ALTERNATE CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX/EMAIL	
HOURS AVAILABLE	
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX/EMAIL	
HOURS AVAILABLE	
<i>This document must be completed and returned with your submittal.</i>	

BID SCHEDULE and DOCUMENTS

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:

TEMPORARY CHILLER RENTAL - CIVIC CENTER – RFB NUMBER FCS08132025KG

NOTE: Bidders must bid each item in this schedule. All entries in the entire BID RESPONSE must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent.

BID SCHEDULE

Item No.	A. Description of Services	B. Quantity (24 Months)	C. Price Per Month	*D. Total Price (24 Months)
A1	Round trip transportation, installation, startup, instruction & removal labor based on straight time labor rates	1	Lump Sum	\$ Included in base price
A2	Equipment Rental – EQ-100T Chiller	24	\$ 7,650.00	\$ 183,600.00
A3	Lift Rental (Delivery and Removal)	2	Lump Sum	\$ N/A
A4	Peripheral Material: (100' runs) supply and return chilled water hose (100' runs) UL rated temporary power cable Two (2) 00" Flanged/Victaulic Headers One (1) CHWP	1	Lump Sum	Included in base price \$
*B x C = D			TOTAL PRICE	\$ 183,600.00

Bid awards are subject to City Council approval.

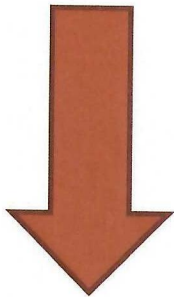
CONTRACTOR NAME: Total Environmental Management, Inc.

DATE: 8/25/2025

**BID SUMMARY TABLE
BASE BID**

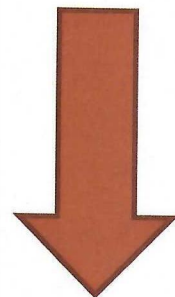
BID SUMMARY TABLE

**CITY OF REDLANDS TEMPORARY CHILLER RENTAL - CIVIC CENTER
PROJECT FCS08132025KG**



TOTAL BASE BID

CITY CLERK READS THIS AMOUNT



BID - <u>TEMPORARY CHILLER RENTAL CIVIC CENTER</u>	Total (in figures)
BASE BID TOTAL	\$ <u>\$183,600.00</u>
The labor for the install and removal is included in the base price	
(TOTAL BID PRICE WRITTEN IN WORDS)	
One hundred eighty-three thousand six hundred dollars	

LOW BID DETERMINATION – PLEASE CHECK YOUR MATH

All pricing shall include all costs for the services described, including labor, delivery, permits and inspections. All overhead costs, including, but not limited to, travel, equipment maintenance, etc. shall be included in the total bid price. The low bid will be determined pursuant to Public Contract Code Section 20103.8 (a) as the lowest bid price on the base contract without consideration of the process on the additive or deductive items. A responsible bidder who submits the lowest base 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.

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 City to conform thereto

CONTRACTOR's NAME: Total Environmental Management, Inc.

DATE: 8/25/25
Redlands Regular Meeting 11-04-25

BID COVER PAGE

Name of Firm, Entity or Organization:

Total Environmental Management, Inc.

Federal Employer Identification Number (EIN):



State of California License Number (if applicable):

Name of Contact person:

Brandon Carnes

Title:

Sales Engineer

Email address:

brandonc@temcool.com

Mailing Address:

1415 N Burton Place, Anaheim, CA, 92806

Street Address (if different):

City, State, Zip:

Telephone: 877-266-0120

Fax:

Organization:

(check one)

Corporation:



Proprietorship:



Other:



Partnership:



Joint Venture:



If Corporation:

Date of Incorporation: 07/26/1985

State of Incorporation: California

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name:

James Hindman

Signature:

Title:

Chief Executive Officer

Phone:

562-755-9797

This document must be completed and returned with your submittal.

BIDDER CERTIFICATION

Submit To: City of Redlands
Office of the City Clerk
35 Cajon Street, Suite 4
Redlands, CA 92373

CITY OF REDLANDS

REQUEST FOR BID (REQUEST FOR BID) CERTIFICATION

AND ADDENDA ACKNOWLEDGMENT

DUE DATE: Wednesday
August 27
, 2025

DUE TIME:
11:00 a.m.

REQUEST FOR BID
FCS08132025KG

TITLE: TEMPORARY CHILLER RENTAL - CIVIC CENTER

BIDDER NAME:

Total Environmental Management, Inc.

PHONE NUMBER:

877-266-0120

BIDDER MAILING ADDRESS:

1415 N Burton Place

FAX NUMBER:**CITY/STATE/ZIP**

Anaheim, CA, 92806

E-MAIL ADDRESS:

contracts@temcool.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to an REQUEST FOR BID whatsoever for any fraudulent purpose."

Addendum #

Addendum #

Addendum #

Addendum #

Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

James Hindman, Chief Executive Officer

Authorized Bidder Name, Title (Print)



Authorized Signature

8/25/25

Date

This document must be completed and returned with your submittal.

FIRM INFORMATION/ORGANIZATION CONTRACT MANAGEMENT CONTACT INFORMATION

OWNER OR MANAGER

NAME	Curtis Scheetz
TITLE	President Emeritus
OFFICE PHONE	877-266-0120
CELL	N/A
FAX/EMAIL	curtiss@temcool.com
HOURS AVAILABLE	9:00pm-4:00pm

CONTRACT/OFFICE MANAGER

NAME	Carmen Davis
TITLE	Sales and Marketing Manager
OFFICE PHONE	877-266-0120
CELL	714-614-1454
FAX/EMAIL	carmend@temcool.com
HOURS AVAILABLE	24/7

ALTERNATE CONTACT

NAME	Brandon Carnes
TITLE	Sales Engineer
OFFICE PHONE	877-266-0120
CELL	562-895-6208
FAX/EMAIL	brandonc@temcool.com
HOURS AVAILABLE	24/7

EMERGENCY CONTACT/ AFTER HOURS CONTACT

NAME	Genaro Rubalcava
TITLE	Project Manager
OFFICE PHONE	877-266-0120
CELL	562-667-6324
FAX/EMAIL	genaror@temcool.com
HOURS AVAILABLE	24/7

This document must be completed and returned with your submittal.



City Council Meeting

I. 13.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Facility Use Agreement with Redlands Lawn Bowling Club for use of the clubhouse and bowling green within Sylvan Park and determine that approval of the Agreement with Redlands Lawn Bowling Club is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

If the City Council determines that this request is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the Facility Use Agreement with Redlands Lawn Bowling Club is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines; and
2. I move that the City Council approve the Facility Use Agreement with Redlands Lawn Bowling Club located within Sylvan Park at 601 University Street, Redlands, CA 92373.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Redlands Lawn Bowling Club for use of the club house and bowling green within Sylvan Park. In addition, staff recommends that the City Council determine that the 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.

DISCUSSION:

The Redlands Lawn Bowling Club a registered non-profit, located in Sylvan Park, has a rich history dating back to its founding in 1923. Initially established in Smiley Park, the club quickly expanded, moving to its current location in Sylvan Park later that same year. The Mission Revival-Style Clubhouse, completed in 1926, features a distinctive parapet roofline and stucco exterior, reflecting the architectural trends of Southern California during that era.

The club's founder, Melvin Hooper, played a pivotal role locally and internationally in promoting lawn bowling. In 1924, he organized and served as the first president of the Southern California Lawn Bowling Association and was instrumental in establishing numerous lawn bowling clubs throughout the region. The Redlands Club hosted international teams and tournaments, attracting participants from New Zealand, England, Canada, Ireland, and Scotland. In 1932, Melvin Hooper chaired the World Tournament in Los Angeles, which was held concurrently with the Olympic Games, marking the first major international bowls event in the United States. The Redlands Club has won the last 6 years of the Citrus League. Redlands residents Barb Krause and Scott Yahnke won this year's Mumma Tournament in Riverside. The Redlands Lawn Bowling Club is building a well-respected reputation in the competitive Southwest Division Lawn Bowling landscape.

Recognizing its historical significance, the Redlands Lawn Bowling Club was designated a historic resource in October 2015 and is listed in the state's registry. The club celebrated its centennial in 2023, marking 100 years of continuous operation and dedication to the sport of lawn bowling. Over the years, the club has continued to operate within the city park with no formal agreement. Therefore, to support the club's continued operation and honor a long-standing (100+ year) relationship with the club, staff are recommending that the City of Redlands and the Redlands Lawn Bowling Club (RLBC) enter into a Facility Use Agreement for the use of the clubhouse and bowling green at Syvan Park.

This agreement will establish a three-year term, with RLBC paying a nominal rent of \$1.00 annually. Under the terms of the agreement, RLBC may use the facility for games, practices, and instructional sessions, while any other use would require approval from the City. The City will maintain and be responsible for structural components and major systems, such as plumbing and electrical. RLBC will be responsible for all routine maintenance, minor repairs, and the upkeep of the premises. This agreement also includes provisions for liability and indemnification and allows for the termination of the contract with 90 days notice.

ALTERNATIVES:

The City Council may deny the approval of the agreement or request changes.

STRATEGIC PLAN:

Priority A, Strategic Objective 1: Beautification, Arts and Culture.

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

Discussion:

There is no fiscal impact associated with the approval of this facility use agreement.

Attachments

Agreement

Exhibit B Hold Harmless

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 4th day of November, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Redlands Lawn Bowling Club, a tax exempt non-profit corporation ("RLBC"). City and RLBC are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, the City is the owner of a building and bowling green located at 525 North University Street in the City of Redlands and commonly known as the Redlands Lawn Bowling Club clubhouse and green; and

WHEREAS, RLBC desires to utilize the clubhouse and green for lawn bowling games, practices, instruction, and fundraising activities; and

WHEREAS, City and RLBC desire to enter into this new agreement to set forth terms and conditions under which City will continue to allow the RLBC to use the clubhouse and green; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Redlands Lawn Bowling Club agree as follows:

ARTICLE 1. PREMISES

- 1.1 City agrees to permit User to use on a non-exclusive basis the lawn bowling clubhouse and green located at 525 North University Street, Redlands, California, 92373 (the "Premises") on the terms and conditions hereinafter set forth. The Premises more particularly shown in Exhibit "B," which is attached hereto and incorporated by this reference.

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, with or 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 RLBC shall pay to City a facility use fee in the sum of One Dollar (\$1.00) annually in connection with the use of the Premises during the term of this Agreement. The Facility use fee shall be payable annually on or before September 5th of each year this Agreement is in effect.

ARTICLE 4. USE OF PREMISES

- 4.1 The Premises shall be used for the exclusive purpose of conducting lawn bowling games conducted at the clubhouse and greens, and for practices, instruction, and fundraising activities related to RLBC's use of the Premises. RLBC shall not use or permit the Premises to be used for any other purpose without the prior written consent of the City.
- 4.2 RLBC shall operate the Premises on Saturday, Monday and Wednesday morning 8:30 a.m. through 11:00 a.m., Sunday mornings from 8:00 a.m. through 10:30 a.m., and Saturday, Monday and Wednesday evenings from 7:00 p.m. through 9:00 p.m. RLBC shall open the Premises to the public during these days and hours. The City reserves the right to open the Premises to the public when RLBC is not operating the Premises.
- 4.3 During the term of this Agreement, RLBC shall conduct business of the type and nature specified in Section 4.1 of this Agreement on the Premises in accordance with all applicable laws and in a safe and business-like manner. RLBC shall assume full responsibility for its personal property used at the Premises and shall hold City harmless for any theft or damage relating to RLBC's personal property.
- 4.4 RLBC 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. RLBC shall be responsible for ensuring all staff meet all applicable County Health Department requirements for food preparation and handling. No lock shall be replaced on the interior or exterior of the Premises without the written permission of City's Facilities and Community Services Director.
- 4.5 RLBC 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. RLBC shall, at its own cost and expense, maintain insurance for all personal property on the Premises.
- 4.6 RLBC shall not commit, or permit the commission by others, of any waste on the Premises. RLBC shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and RLBC shall not use or permit the use of the Premises for any unlawful purpose.
- 4.7 City shall pay all costs associated with the furnishing of gas, water, sewer, electricity and solid waste disposal services to the Premises during the term of this Agreement. RLBC shall pay all the costs related to all other utilities used by RLBC.
- 4.8 RLBC shall, at its own cost, and with City's prior approval, maintain and repair the Premises and all improvements therein in good order and repair, present condition and reasonable wear and tear excepted, except as provided in subsection 4.8 below. "Maintain" means routine, recurring, and usual work necessary to preserve, protect, and keep the Premises in a safe, efficient, and continuously usable condition for their intended purposes, including but not limited to cleaning, and upkeep of the Premises, infrastructure, and equipment. "Repair" means work done to restore the Premises to its original working condition or to correct defects. City shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes. Should an inspection disclose the need for maintenance or repairs, City shall provide RLBC with

written notice of the items requiring repair or maintenance. If action is not taken on such items by RLBC within sixty (60) days from the provision of such notice, City may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at RLBC's expense. RLBC shall also be responsible for any costs of any repairs to the structural elements of the Premises City is required to make which are caused by RLBC's acts or omission of its employees, agents, members or invitees during the term of this Agreement.

- 4.9 City shall be responsible for the maintenance, repair, and construction or reconstruction and improvements of all the structural elements of the Premises, the plumbing systems, and the electrical system of the Premises. "Structural Elements" shall include the roof, gutters, downspouts, walls, doors, windows, stairs, structural supports, roof, canopies and foundation of the Premises. "Electrical System" shall include the electric meter and the power line to the distribution pole. The City shall be responsible for the electrical system including but not limited to the breaker panel and its connections into the Premises. .
- 4.10 On the expiration or earlier termination of this Agreement, RLBC shall promptly surrender and deliver the Premises to City in as good condition as the Premises are in on the Effective Date of this Agreement, excluding reasonable wear and tear. All RLBC maintenance and repairs to the Premises shall immediately become the property of City.
- 4.11 With respect to its maintenance and repair obligations in Section 4.8 above, RLBC shall not maintain or make any repairs to the Premises without prior written consent of City except that, after making reasonable attempts to contact City for its approval, RLBC may undertake minor maintenance and repairs to the Premises which RLBC reasonably determines are immediately necessary to protect against injury to persons or property. Within three (3) days of performing any minor maintenance or repairs not verbally approved by City, RLBC shall provide written notification to City for its consideration and prior approval. City shall approve or disapprove such proposals within twenty (20) days of their submission.
- 4.12 RLBC may request that City make certain improvements to the Premises for City Council consideration and approval. RLBC may make any donations to the City to be used towards any improvements to the Premises provided such donations are accepted by the City Council. All improvements made with RLBC donations shall become the property of the City.
- 4.13 RLBC and City representatives may meet to discuss improvement progress under this Agreement on an annual basis (dates of which to be agreed upon by the Parties), or at the written request of either Party, to discuss any concerns related to the work to be performed under this Agreement.

ARTICLE 5. INDEPENDENT CONTRACTOR

- 5.1 It is the express intention of the Parties that RLBC is, and shall remain during the term of this Agreement, an independent contractor and not be an agent or employee of City. RLBC represents to City that it is free from the control of City as to how RLBC is operated; the activities provided by RLBC is not part of City's business; RLBC may be providing the same or similar activities to other persons and entities through RLBC's business operation, or through other businesses; and that RLBC agrees that the activities conducted within the Premises may not be RLBC's sole source of business. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between RLBC and City. The Parties acknowledge that RLBC's employees are not employees of City for State tax, Federal tax, or any other purpose.

ARTICLE 6. COMPLIANCE WITH LAWS

- 6.1 RLBC shall, at RLBC's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to RLBC's use and occupancy of the Premises for RLBC's operation of business 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 RLBC in a proceeding brought against RLBC by any government entity that RLBC has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and RLBC and shall constitute grounds for termination of this Agreement by City.

ARTICLE 7. INDEMNITY AND INSURANCE

- 7.1 RLBC shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all claims, causes of action, damages and liability resulting from RLBC's negligent acts or omissions, and the willful misconduct of RLBC, and that of RLBC's agents, employees and invitees, during RLBC'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 named 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 RLBC'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 RLBC is self-insured or exempt from the worker's compensation laws of the State of California. RLBC shall provide City with Exhibit

"A," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

- C. RLBC 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, any act or omission of RLBC or its officers, employees, members, invitees, agents or volunteers, in connection with operation of the Premises.
- D. RLBC shall have visitors to the Premises complete "Special Event Hold Harmless, Defense and Indemnification Agreement," which is attached hereto and incorporated herein by this reference as Exhibit "C."

ARTICLE 8. TAXES AND UTILITIES

- 8.1 City shall pay, and hold RLBC 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. RLBC shall pay, and hold City free and harmless from, all charges for telephone usage by RLBC 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:
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org

REDLANDS LAWN BOWLING CLUB:
James Johnson, President
Redlands Lawn Bowling Club
25100 Barton Road
Loma Linda, CA 92354
redlandslawnbowls@gmail.com
(909) 792-4874

(909) 798-7531

ARTICLE 11. MISCELLANEOUS

- 11.1 RLBC 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 RLBC 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 RLBC respecting RLBC's use of the Premises, and sets forth the obligations of City and RLBC 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.
- 11.3 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.

IN WITNESS WHEREOF, duly authorized representatives of City and RLBC have signed in confirmation of this Agreement.

CITY OF REDLANDS

REDLANDS LAWN BOWLING CLUB

Mario Saucedo, Mayor

James Johnson, President

ATTEST

Jeanne Donaldson, City Clerk

EXHIBIT "A"



EXHIBIT “B”

[Attached as “City of Redlands Special Event Hold Harmless
Defense and Indemnification Agreement”]

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.

REDLANDS LAWN BOWLING CLUB

By: _____
James Johnson, President

Date: _____



RISK MANAGEMENT

City of REDLANDS

Incorporated 1888
35 Cajon Street, Suite 200
P.O. Box 3005, Redlands, CA 92373
909-798-7514

Janice McConnell
Assistant City Manager

Robert Meteau
Director, HR/Risk Management

Special Event Hold Harmless, Defense and Indemnification Agreement

_____ (hereinafter the "Participant") shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents (the "Indemnified Parties") from and against any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation and liability whatsoever (collectively "Claims"), including attorneys' fees, arising from personal injury, death, or damage to property, occasioned by, or as a result of, any negligent act, error, or omission by, or the willful misconduct of, the Participant or its officers, agents, employees and invitees in conducting and participating in the events organized by the Redlands Lawn Bowling Club and its associated entities, and being held at Sylvan Park located at 601 University Street, Redlands, CA 92373.

The Participant shall promptly and thoroughly investigate any and all Claims, and undertake all reasonable and/or necessary actions to protect the Indemnified Parties from such Claims.

In the event any action is commenced to enforce or interpret the provisions of this agreement the prevailing party in such action in addition to costs and any other relief shall be entitled to recover its reasonable attorneys' fees.

Name of Participant

Signature of Participant

Date

Redlands Lawn Bowling Club
Name of Event





City Council Meeting

J. 1.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to Resolution No. 8732
Establishing the City of Redlands Food Security and Child Nutrition
Support Initiative (Council Member Davis)

MOTION(S):

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

I move that the City Council adopt Resolution No. 8732, establishing the City of Redlands Food Security and Child Nutrition Support Initiative.

RECOMMENDATION:

Councilmember Davis recommends that the City Council adopt Resolution No. 8732 establishing the City of Redlands Food Security and Child Nutrition Support Initiative. The resolution directs staff to 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.

DISCUSSION:

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. Staff will also assess City-owned sites that could host mobile food pantries, community meals, or gardens, and work with Redlands Unified School District and Parks & Recreation to expand youth meal and snack programs.

The initiative further calls for exploring community mini-grants and external funding opportunities from state and federal agencies to support local food security projects. Staff will return to the City Council with progress updates, recommendations, and measurable goals to reduce food insecurity in Redlands. Staff will return to the City Council in February 2026 with a progress update.

ALTERNATIVES:

City Council may choose not to approve the Resolution and provide an alternate direction.

STRATEGIC PLAN:

NA

SUBMITTED BY:

Councilmember Denise Davis

REVIEWED BY:

Charles M. Duggan Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Whitney A. Mesna, Management Analyst

Fiscal Impact

Fiscal Year: FY 2025-26

Discussion:

There is no fiscal impact associated with the adoption of the resolution. However, staff resources will be utilized to support the Food Security Task Force.

Attachments

Resolution

RESOLUTION NO. 8732

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING THE CITY OF REDLANDS FOOD SECURITY AND CHILD NUTRITION SUPPORT INITIATIVE

WHEREAS, the City of Redlands recognizes that access to nutritious food is a fundamental human need and essential for the health, learning, and well-being of children and families; and

WHEREAS, the recent federal freeze on Supplemental Nutrition Assistance Program (SNAP) adjustments and reduced CalFresh benefits have increased food insecurity in local households, particularly among children; and

WHEREAS, local schools, food banks, and nonprofit partners report rising demand for emergency food assistance and school meal programs across the Inland Empire; and

WHEREAS, the City of Redlands has the opportunity to work collaboratively with local agencies, faith-based organizations, and community partners to expand meal access, support local food systems, and promote healthy nutrition for all residents; and

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

Section 1. Food Security Task Force: The City Manager shall direct City staff to convene a Food Security Task Force composed of representatives from the City, Redlands Unified School District, University of Redlands, faith-based organizations, and local nonprofits to coordinate citywide efforts and identify barriers to food access.

Section 2. City Sites for Food Access: City staff shall identify City-owned facilities (such as community centers, parks, or parking lots) that could host mobile food pantries, community meals, or gardens in partnership with local food providers.

Section 3. Youth Nutrition Programs: The City shall work with Redlands Unified School District and Parks & Recreation to expand summer meal sites and after-school snack programs, prioritizing areas with high child food insecurity.

Section 4. Community Mini-Grants: Subject to budget approval, the City shall explore creating mini-grants to support nonprofit and community-led efforts addressing food insecurity and children's nutrition.

Section 5. Advocacy and Funding: The City Council shall urge state and federal leaders to restore and increase SNAP and CalFresh support, and shall pursue available grants from the USDA, CalFresh Healthy Living, or the California Department of Food and Agriculture.

Section 6. Progress Reporting: Staff shall report back in February 2026 with recommendations, potential funding sources, and measurable outcomes to reduce food insecurity in Redlands.

ADOPTED, SIGNED AND APPROVED this 4th 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 4th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeanne Donaldson, City Clerk



City Council Meeting

J. 2.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Citrus Preservation Commission given by
Chairman Michael Day (Facilities and Community Services
Department Director Crocker)

DISCUSSION:

For this evening's City Council Meeting, Chairman Michael Day, will be presenting the Citrus Preservation Commission Annual Report.



City Council Meeting

K. 1.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of expanding the number of Residential zoning districts that permit the keeping of hens (Development Services Director Desatnik)

MOTION(S):

I move to direct staff 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.

RECOMMENDATION:

This item is being placed on the agenda at the request of Mayor Pro Tem Shaw; staff has no recommendation at this time.

DISCUSSION:

This item is being brought before the City Council at the request of Councilmember Shaw. Currently, hens are only allowed in two residential zoning districts: the Rural Residential Animals (R-R-A) District and the Rural Estate Animals (R-A-A) District. These districts are generally located in the far southeast area of the City. The current 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.

In recent years, many cities have expanded the scope of residential zoning districts where hens may be kept. 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.

If the City Council concurs, it may direct staff to 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.

ALTERNATIVES:

N/A.

STRATEGIC PLAN:

N/A.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:

Brian Desatnik, Development Services Director

Fiscal Impact

Fiscal Year: FY 2025-26

Discussion:

There is no fiscal impact associated with the drafting of this ordinance.



City Council Meeting

K. 2.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Service Agreement with General Pump Company to provide groundwater well and booster pump maintenance and repair services with an initial term of one (1) year for an amount not-to-exceed \$500,000 and determination that approval of the agreement is exempt from environmental review pursuant to Section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Department Director Harris)

MOTION(S):

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

I move that the City Council determine 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

I move that the City Council approve 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.

RECOMMENDATION:

Staff recommends that City Council determine approval of the Non-Professional Service Agreement with General Pump Company for groundwater well and booster pump maintenance and repair services on an as-needed basis is exempt from environmental review pursuant to section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act, and approve the agreement with General Pump Company.

DISCUSSION:

The City's water production system includes forty-five (45) potable and non-potable groundwater wells, thirty-eight (38) booster pumps and two (2) surface water treatment plants to serve more than 75,000 customers within and adjacent to Redlands. The groundwater wells and booster pumps are operated by high horsepower motors that deliver water at high flow rates and pressures throughout the Redlands water service area. Mechanical and electrical components require frequent routine maintenance to reduce the potential for malfunction and prevent equipment failure. Repairs associated with equipment failures typically exceed staff resources and repair capabilities. During emergencies, staffing may be even more limited, and support from a qualified groundwater well and booster pump contractor is often necessary.

In accordance with Redlands Municipal Code 2.16.180, staff issued a Request for Bids (RFB) for groundwater well and booster pump services on an as-needed basis in early September 2025. The RFB requested unit prices for single quantities of typical services for bid comparison only. Actual costs will be determined as services are needed throughout the year. On October 1, 2025, staff received proposals from the following three (3) vendors:

VENDOR	LOCATION	BID TOTAL
General Pump Company	San Dimas, CA	\$620,200
Layne Christensen Company	Redlands, CA	\$735,980
Best Drilling and Pump	Colton, CA	NO BID

Staff reviewed each bid and determined that General Pump Company submitted the lowest responsive and responsible bid. Staff recommends City Council approval of a Non-Professional Service Agreement with General Pump Company for an amount not-to-exceed \$500,000 and an initial term of one (1) year. The Agreement may be extended for two (2) additional one (1) year terms for a total potential cost of \$1,500,000.

Approval of the 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 (CEQA) since it involves the operation, repair, and maintenance of existing facilities with no expansion in use.

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 Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Paul Mariscal, Water Utility Manager

Fiscal Impact

Fiscal Year: FY 25/26

Revenue Generating: N

Appropriation Required Y/N: N

Amount: \$500,000

Budgeted Y/N: Y

Account No.: 501900

Discussion:

There is no fiscal impact associated with this action. This service is included in the FY 25/26 MUED Budget. Funding for services in the extension years will be included in the appropriate MUED Budgets as necessary.

Attachments

General Pump Company NPS Agreement

Well Booster Pump On-Call Services- Bid Report

Well Booster Pump On-Call Services- Analysis

Well Booster Pump Safety Pre Qualification

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of Well & Booster Pump On-Call and Maintenance Support Services (“Agreement”) is made and entered in this 4th day of November, 2025 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and General Pump Company, Inc. (“Contractor”). City and Contractor are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to perform Well & Booster Pump On-Call and Maintenance Support Services services for City (the “Services”). The Services that Contractor shall perform are more particularly described in Exhibit “A,” titled “Scope of Services,” which is attached hereto and incorporated herein by this reference.
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

- 2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City’s Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.
- 2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

- 2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.
- 3.2 City designates John R. Harris, Municipal Utilities & Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.
- 4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.
- 4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of five hundred thousand dollars (\$500,000) for the Services provided

during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of five hundred thousand dollars (\$500,000) for the first Extended Term; and five hundred thousand dollars (\$500,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million five hundred thousand dollars (\$1,500,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

- 5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY

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

CONTRACTOR

Tom Nanchy, Sr. Project Manager
General Pump Company, Inc.
159 N. Acacia St.
San Dimas, Ca. 91773
tnanchy@genpump.com
Phone: (909) 599-9606
Fax: (909) 599-6238

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws

of the State of California. Contractor shall execute and provide City with Exhibit “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. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor’s provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys’ fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor’s Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

GENERAL PUMP COMPANY INC.

By: _____
Mario Saucedo, Mayor

By: _____
Tom Nanchy, Sr. Project Manager

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Perform Well and Booster On-Call and Maintenance Support Services consistent with industry standards and best practices. Services including but not limited to.

- Engineering, hydrogeologists, machinists, electrical, fabrication and field technician support as needed.
- Well and booster pump inspections and teardowns, troubleshooting, maintenance, and rehab activities, including complete equipment replacements, brush & bail, test pumping and well development, video surveys, chemical treatments, well liners and complete engineering alternatives and solutions.
- Emergency repairs.
- All work and general conditions shall be performed in accordance with the current.
 - Standard Specification for Public Works Construction (Green Book).
 - California State Water Resources Control Board.
 - American Water Works Association (AWWA).
 - National Electrical Manufacturers Association (NEMA) Standards.
 - Materials provided (where applicable) shall be in accordance with the NSF/ANSI 61.
- Contractor shall always secure each site and equipment within their scope of work throughout the duration of work. Contractor shall also be responsible (where applicable) for National Pollutant Discharge Elimination System (NPDES) and site generated waste disposal.
- Emergency work requests shall be performed no later than 48 hours after the initial request.
- Contractor shall be capable of working continuously during emergency requests.
- All other requests shall be scheduled with the contractor and scope of work defined prior to a notice to proceed.
- The contractor shall provide an itemized cost proposal with the scope of work for all non-emergency work and obtain approval from the city prior to start of any work.

DELIVERY SCHEDULE

- As needed.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and General Pump Company Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Well & Booster Pump On-Call and Maintenance Support Services (the "Work"), which said agreement, dated November 4, 2025, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of five hundred thousand dollars (\$500,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)

(SEAL)

(Contractor)

(Surety)

(Signature)

BY:

(Signature)

Address:

(Seal and Notarial Acknowledgment of Surety)

Telephone() _____

EXHIBIT “C”

(“Fee Schedule/ Price and Fee Bid”)

Line Item	Item Description	Crew Size	Unit	Rate
1	Field Service Truck	1 Man	Per Standard Hour	\$ 200
2	30 Ton Pump Rig & Field Service Truck	3 Men	Per Standard Hour	\$ 650
3	30 Ton Pump Rig & Field Service Truck	3 Men	Per OT Hour	\$ 830
4	30 Ton and above Pump Rig & Field Service Truck	4 Men	Per Standard Hour	\$ 680
5	30 Ton and above Pump Rig & Field Service Truck	4 Men	Per OT Hour	\$ 920
6	Deck Mounted Spudder Rig & Service Truck	2 Men	Per Standard Hour	\$ 500
7	Deck Mounted Spudder Rig & Service Truck	2 Men	Per OT Hour	\$ 620
8	40 Ton Swing Cab Crane	4 Men	Per Standard Hour	\$ 850
9	40 Ton Swing Cab Crane	4 Men	Per OT Hour	\$ 1,090
10	40 Ton and above Swing Cab Crane	4 Men	Per Standard Hour	\$ 925
11	40 Ton and above Swing Cab Crane	4 Men	Per OT Hour	\$ 1,165
12	40 Ton Fixed Cab Crane	3 Men	Per Standard Hour	\$ 450
13	40 Ton Fixed Cab Crane	3 Men	Per OT Hour	\$ 630
14	40 Ton and above Fixed Cab Crane	3 Men	Per Standard Hour	\$ 525
15	40 Ton and above Fixed Cab Crane	3 Men	Per OT Hour	\$ 705
16	Test Pump & Operator 0 - 300 HP Motor	1 Man	Per Standard Hour	\$ 200
17	Test Pump & Operator 301 - 500 HP Motor	1 Man	Per Standard Hour	\$ 200
18	Chemical injection & containment trailer	3 Man	Per Standard Hour	\$ 670
19	Chemical injection & containment trailer	3 Man	Per OT Hour	\$ 850
20	Certified Engineer (PE)	1 Man	Per Standard Hour	\$ 100
21	Certified Engineer (PE)	1 Man	Per OT Hour	\$ 100
22	Certified Electrician (C-10)	1 Man	Per Standard Hour	\$ 190
23	Certified Electrician (C-10)	1 Man	Per OT Hour	\$ 190
24	PLC Programmer	1 Man	Per Standard Hour	\$ 200
25	PLC Programmer	1 Man	Per OT Hour	\$ 200
26	CNC Machinist Specialist	1 Man	Per Standard Hour	\$ 115
27	CNC Machinist Specialist	1 Man	Per OT Hour	\$ 120
28	VTL Machinist Specialist	1 Man	Per Standard Hour	\$ 115
29	VTL Machinist Specialist	1 Man	Per OT Hour	\$ 120
30	Certified Welder (LAC D 1.1)	1 Man	Per Standard Hour	\$ 180
31	Certified Welder (LAC D 1.1)	1 Man	Per OT Hour	\$ 210
32	Fabricator Labor	1 Man	Per Standard Hour	\$ 90
33	Fabricator Labor	1 Man	Per OT Hour	\$ 110
34	Pump Mechanic Labor	1 Man	Per Standard Hour	\$ 115
35	Pump Mechanic Labor	1 Man	Per OT Hour	\$ 120
36	General Shop Labor	1 Man	Per Standard Hour	\$ 90
37	General Shop Labor	1 Man	Per OT Hour	\$ 100
38	General Field Labor	1 Man	Per Standard Hour	\$ 100
39	General Field Labor	1 Man	Per OT Hour	\$ 120

40	Chemical Injection Specialist (Hazwoper 40 Hr. Certified)	3 Man	Per Standard Hour	\$ 700
41	Chemical Injection Specialist (Hazwoper 40 Hr. certified)	3 Man	Per OT Hour	\$ 880
42	Video Logging Specialist	1 Man	Per Standard Hour	\$ 180
43	Video Logging Specialist	1 Man	Per OT Hour	\$ 200
44	Pump Alignment Specialist	1 Man	Per Standard Hour	\$ 170
45	Pump Alignment Specialist	1 Man	Per OT Hour	\$ 200
46	Equipment Recovery Fabricator (Well Equipment Recovery)	1 Man	Per Standard Hour	\$ 180
47	Equipment Recovery Fabricator (Well Equipment Recovery)	1 Man	Per OT Hour	\$ 210
48	Hazmat CDL Driver	1 Man	Per Standard Hour	\$ 100
49	Hazmat CDL Driver	1 Man	Per OT Hour	\$ 120
50	Site Mobilization and De-Mobilization	N/A	Per Job	\$ 250

Line Item	Item Description	(A) Material and Sub- contractor (not to exceed) Markup %
52	Electrical Services (Including but not limited to) – Electrical materials, supplies and components (includes motors, motor controls, starters, VFDs, PLCs & SCADA devices, wiring diagrams, cable/wires, and related electrical hardware).	25.0%
53	Pumping & Mechanical Equipment (Including but not limited to) – Pump materials, supplies and components (includes tube & shaft, column pipe, pump discharge heads, bowl assemblies, bearings, retainers, couplings, mechanical seals, centrifugal separator units, control valves, check valves, isolation valves, meters and related hardware).	30.0%
54	Sub-Contractors & Support Services (Including but not limited to) – Electrical, programming, engineering, video logs, hydrological & geological services, lab analysis, site security, waste disposal, temporary water storage systems, Pipe coatings, motor balancing, spinner & dye tracer studies and other miscellaneous services.	25.0%

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.

GENERAL PUMP COMPANY, INC.

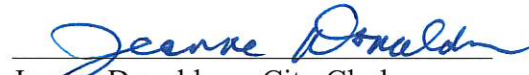
By: _____
Tom Nanchy, Sr. Project Manager

Date: _____

**CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT**

The following bid was opened on the **1st day of October 2025 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Well & Booster Pump On-Call Services; Bid No. 20250917-PM.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Certification Signed	No Addenda Issued	Total Bid Amount
1	General Pump Company, San Dimas	Yes	N/A	\$620,200.00
2	Layne Christensen Company, Redlands	Yes	N/A	\$735,980.00
3	Best Drilling and Pump, Colton	N/A	N/A	STATEMENT OF NO PROPOSAL


Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Paul Mariscal, Marina Viramontes

RFB 20250917-PM Well & Booster Pump On-Call and Support Services PART4 PRICE AND FEE BID BID# 20250917-PM BID ANALYSIS					General Pump Company, Inc.		Layne Christensen Company		Best Drilling and Pump, Inc.	
Line Item	Item Description	Crew Size	Unit	(A) Estimate Hours	(B) Rate	(A x B) Extended Total	(B) Rate	(A x B) Extended Total	(B) Rate	(A x B) Extended Total
1	Field Service Truck	1 Man	Per Standard	40	\$ 200.00	\$ 8,000.00	\$ 270.00	\$ 10,800.00	\$ -	\$ -
2	30 Ton Pump Rig & Field Service Truck	3 Men	Per Standard	100	\$ 650.00	\$ 65,000.00	\$ 689.00	\$ 68,900.00	\$ -	\$ -
3	30 Ton Pump Rig & Field Service Truck	3 Men	Per OT Hour	10	\$ 830.00	\$ 8,300.00	\$ 974.00	\$ 9,740.00	\$ -	\$ -
4	30 Ton and above Pump Rig & Field Service Truck	4 Men	Per Standard	100	\$ 680.00	\$ 68,000.00	\$ 869.00	\$ 86,900.00	\$ -	\$ -
5	30 Ton and above Pump Rig & Field Service Truck	4 Men	Per OT Hour	10	\$ 920.00	\$ 9,200.00	\$ 1,249.00	\$ 12,490.00	\$ -	\$ -
6	Deck Mounted Spudder Rig & Service Truck	2 Men	Per Standard	40	\$ 500.00	\$ 20,000.00	\$ 509.00	\$ 20,360.00	\$ -	\$ -
7	Deck Mounted Spudder Rig & Service Truck	2 Men	Per OT Hour	5	\$ 620.00	\$ 3,100.00	\$ 699.00	\$ 3,495.00	\$ -	\$ -
8	40 Ton Swing Cab Crane	4 Men	Per Standard	100	\$ 850.00	\$ 85,000.00	\$ 907.00	\$ 90,700.00	\$ -	\$ -
9	40 Ton Swing Cab Crane	4 Men	Per OT Hour	10	\$ 1,090.00	\$ 10,900.00	\$ 1,287.00	\$ 12,870.00	\$ -	\$ -
10	40 Ton and above Swing Cab Crane	4 Men	Per Standard	50	\$ 925.00	\$ 46,250.00	\$ 908.00	\$ 45,400.00	\$ -	\$ -
11	40 Ton and above Swing Cab Crane	4 Men	Per OT Hour	5	\$ 1,165.00	\$ 5,825.00	\$ 1,288.00	\$ 6,440.00	\$ -	\$ -
12	40 Ton Fixed Cab Crane	3 Men	Per Standard Hour	100	\$ 450.00	\$ 45,000.00	\$ 727.00	\$ 72,700.00	\$ -	\$ -
13	40 Ton Fixed Cab Crane	3 Men	Per OT Hour	10	\$ 630.00	\$ 6,300.00	\$ 1,012.00	\$ 10,120.00	\$ -	\$ -
14	40 Ton and above Fixed Cab Crane	3 Men	Per Standard Hour	50	\$ 525.00	\$ 26,250.00	\$ 728.00	\$ 36,400.00	\$ -	\$ -
15	40 Ton and above Fixed Cab Crane	3 Men	Per OT Hour	5	\$ 705.00	\$ 3,525.00	\$ 1,013.00	\$ 5,065.00	\$ -	\$ -
16	Test Pump & Operator 0 - 300 HP Motor	1 Man	Per Standard Hour	40	\$ 200.00	\$ 8,000.00	\$ 347.00	\$ 13,880.00	\$ -	\$ -
17	Test Pump & Operator 301 - 500 HP Motor	1 Man	Per Standard Hour	40	\$ 200.00	\$ 8,000.00	\$ 474.00	\$ 18,960.00	\$ -	\$ -
18	Chemical injection & containment trailer	3 Man	Per Standard Hour	40	\$ 670.00	\$ 26,800.00	\$ 717.00	\$ 28,680.00	\$ -	\$ -
19	Chemical injection & containment trailer	3 Man	Per OT Hour	5	\$ 850.00	\$ 4,250.00	\$ 1,002.00	\$ 5,010.00	\$ -	\$ -
20	Certified Engineer (PE)	1 Man	Per Standard Hour	40	\$ 100.00	\$ 4,000.00	\$ 400.00	\$ 16,000.00	\$ -	\$ -
21	Certified Engineer (PE)	1 Man	Per OT Hour	5	\$ 100.00	\$ 500.00	\$ 600.00	\$ 3,000.00	\$ -	\$ -
22	Certified Electrician (C-10)	1 Man	Per Standard Hour	40	\$ 190.00	\$ 7,600.00	\$ 270.00	\$ 10,800.00	\$ -	\$ -
23	Certified Electrician (C-10)	1 Man	Per OT Hour	5	\$ 190.00	\$ 950.00	\$ 365.00	\$ 1,825.00	\$ -	\$ -
24	PLC Programmer	1 Man	Per Standard Hour	40	\$ 200.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -
25	PLC Programmer	1 Man	Per OT Hour	5	\$ 200.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
26	CNC Machinist Specialist	1 Man	Per Standard Hour	40	\$ 115.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -
27	CNC Machinist Specialist	1 Man	Per OT Hour	5	\$ 120.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -
28	VTL Machinist Specialist	1 Man	Per Standard Hour	40	\$ 115.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -
29	VTL Machinist Specialist	1 Man	Per OT Hour	5	\$ 120.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -
30	Certified Welder (LAC D 1.1)	1 Man	Per Standard Hour	40	\$ 180.00	\$ 7,200.00	\$ 251.00	\$ 10,040.00	\$ -	\$ -
31	Certified Welder (LAC D 1.1)	1 Man	Per OT Hour	5	\$ 210.00	\$ 1,050.00	\$ 346.00	\$ 1,730.00	\$ -	\$ -
32	Fabricator Labor	1 Man	Per Standard Hour	40	\$ 90.00	\$ 3,600.00	\$ 251.00	\$ 10,040.00	\$ -	\$ -
33	Fabricator Labor	1 Man	Per OT Hour	5	\$ 110.00	\$ 550.00	\$ 346.00	\$ 1,730.00	\$ -	\$ -
34	Pump Mechanic Labor	1 Man	Per Standard Hour	40	\$ 115.00	\$ 4,600.00	\$ 180.00	\$ 7,200.00	\$ -	\$ -
35	Pump Mechanic Labor	1 Man	Per OT Hour	5	\$ 120.00	\$ 600.00	\$ 275.00	\$ 1,375.00	\$ -	\$ -
36	General Shop Labor	1 Man	Per Standard Hour	40	\$ 90.00	\$ 3,600.00	\$ 127.00	\$ 5,080.00	\$ -	\$ -
37	General Shop Labor	1 Man	Per OT Hour	5	\$ 100.00	\$ 500.00	\$ 159.00	\$ 795.00	\$ -	\$ -
38	General Field Labor	1 Man	Per Standard Hour	40	\$ 100.00	\$ 4,000.00	\$ 180.00	\$ 7,200.00	\$ -	\$ -
39	General Field Labor	1 Man	Per OT Hour	5	\$ 120.00	\$ 600.00	\$ 275.00	\$ 1,375.00	\$ -	\$ -
40	Chemical Injection Specialist (Hazwoper 40 Hr. Certified)	3 Man	Standard Hour	40	\$ 700.00	\$ 28,000.00	\$ 180.00	\$ 7,200.00	\$ -	\$ -
41	Chemical Injection Specialist (Hazwoper 40 Hr. certified)	3 Man	Per OT Hour	5	\$ 880.00	\$ 4,400.00	\$ 275.00	\$ 1,375.00	\$ -	\$ -
42	Video Logging Specialist	1 Man	Per Standard	40	\$ 180.00	\$ 7,200.00	\$ 291.00	\$ 11,640.00	\$ -	\$ -
43	Video Logging Specialist	1 Man	Per OT Hour	5	\$ 200.00	\$ 1,000.00	\$ 386.00	\$ 1,930.00	\$ -	\$ -
44	Pump Alignment Specialist	1 Man	Per Standard	40	\$ 170.00	\$ 6,800.00	\$ 251.00	\$ 10,040.00	\$ -	\$ -
45	Pump Alignment Specialist	1 Man	Per OT Hour	5	\$ 200.00	\$ 1,000.00	\$ 346.00	\$ 1,730.00	\$ -	\$ -
46	Equipment Recovery Fabricator (Well Equipment Recovery)	1 Man	Standard Hour	40	\$ 180.00	\$ 7,200.00	\$ 251.00	\$ 10,040.00	\$ -	\$ -
47	Equipment Recovery Fabricator (Well Equipment Recovery)	1 Man	Per OT Hour	5	\$ 210.00	\$ 1,050.00	\$ 346.00	\$ 1,730.00	\$ -	\$ -
48	Hazmat CDL Driver	1 Man	Per Standard	40	\$ 100.00	\$ 4,000.00	\$ 180.00	\$ 7,200.00	\$ -	\$ -
49	Hazmat CDL Driver	1 Man	Per OT Hour	5	\$ 120.00	\$ 600.00	\$ 275.00	\$ 1,375.00	\$ -	\$ -
50	Site Mobilization and De-Mobilization	N/A	Per Job	10	\$ 250.00	\$ 2,500.00	\$ 712.00	\$ 7,120.00	\$ -	\$ -

Line Item	Item Description	*(A) Material and Sub-contractor (not to exceed) Markup %	** (B) Material and Sub-contractor (for bidding purposes) Unit Cost	*(A) Material and Sub-contractor (not to exceed) Markup %	(C) (A x B) Material & Sub-Contractor Total Only include column "C" to the bid schedule total. Do not include the \$50,00 unit cost in the bid schedule total.	*(A) Material and Sub-contractor (not to exceed) Markup %	(C) (A x B) Material & Sub-Contractor Total Only include column "C" to the bid schedule total. Do not include the \$50,00 unit cost in the bid schedule total.	*(A) Material and Sub-contractor (not to exceed) Markup %	(C) (A x B) Material & Sub-Contractor Total Only include column "C" to the bid schedule total. Do not include the \$50,00 unit cost in the bid schedule total.
52	Electrical Services (Including but not limited to) – Electrical materials, supplies and components (includes motors, motor controls, starters, VFDs, PLCs & SCADA devices, wiring diagrams, cable/wires, and related electrical hardware).		\$50,000	25.0%	\$12,500	25.0%	\$12,500		
53	Pumping & Mechanical Equipment (Including but not limited to) – Pump materials, supplies and components (includes tube & shaft, column pipe, pump discharge heads, bowl assemblies, bearings, retainers, couplings, mechanical seals, centrifugal separator units, control valves, check valves, isolation valves, meters and related hardware).		\$50,000	30.0%	\$15,000	25.0%	\$12,500		
54	Well Contractors & Support Services (Including but not limited to) – Electrical, programming, engineering, video logs, hydrological & geological services, lab analysis, site security, waste disposal, temporary water storage systems, Pipe coatings, motor balancing, spinner & dye tracer studies and other miscellaneous services.		\$50,000	25.0%	\$12,500	25.0%	\$12,500		
				Bid Total Lines 1 - 54	\$ 620,200.00	Bid Total Lines 1 - 54	\$ 735,980.00	Bid Total Lines 1 - 54	NO BID

SAFETY PREQUALIFICATION QUESTIONNAIRE

Instructions/ Guidelines for Scoring Questionnaire

The Safety Prequalification Questionnaire ("SPQ") has been developed to allow the City to evaluate a potential Contractor's overall safety performance. A Contractor must meet the minimum safety standard set in every section to be considered a "Qualified" Contractor. If found to be Qualified, Contractor shall be placed on an Approved Contractor List that will pre-qualify them for City projects for a period of one (1) year. Contractors may reapply when their status expires one (1) year after issuance. Should the contractor be considered "Not Qualified", the contractor may request a hearing to appeal this decision with the City Manager. The City Manager decision of the appeal shall be final.

Section 1- General Information

Contractor must answer all questions within this Section. Contractor must also provide their license number and expiration date. Contractor must maintain a valid license throughout the life of the project. Failure to do so may result in immediate work stoppage at contractor's expense, and/or termination of the contract in total.

Section 2- Incident Rates and Workers' Compensation Information

Contractors shall also be evaluated against OSHA incident rates compared to the most current data provided by the Annual Survey of Occupational Injuries and Illnesses conducted by the Bureau of Labor Statistics, U. S. Department of Labor. Compare the contractor's incidence rates to the BLS incidence rates for the provided NAICS (North American Industry Classification System) code using the following link:

<https://www.bls.gov/iif/oshsum.htm>, and select the most recent Industry Injury and Illness Data.

If incident rates are greater than 100% of the industry average for all NAICS codes provided, the contractor must provide a competent, full-time, on-site safety professional responsible for all City Projects, at the contractor's own expense.

If latest incident rates are greater than 100% of the industry average for all NAICS codes provided and the Contractor fails to provide a safety professional for all City Projects, the contractor will be classified as Not Qualified.

If Contractor has any fatalities in the past three years, the Contractor shall be classified as Not Qualified, subject to the outcome of a Contractor appeal.

Workers' Compensation Information

Contractor must respond to all EMR data questions, provide requested reports and initials where applicable. If Self Insured, copy of State Annual Report or Self-Insurance certificate must be provided.

Section 3- Citation History

≥ 2 Serious	Not Qualified
≥ 1 Willful	Not Qualified
≥ 1 Repeated	Not Qualified
≥ 1 Failure to Abate	Not Qualified
If citations are classified as "Other than Serious," the contractor will be considered <u>Qualified</u> if all violations are corrected.	

Use following link to verify citation history:
<https://www.osha.gov/pls/imis/establishment.html>

Section 4- Safety Policies

Contractor responses to all questions within this section must be “**Yes**” for them to be considered qualified in this section.

Section 5- Safety Programs and Procedures

Contractors must submit programs/ procedures for the scope of work of project. If these submissions are found to be accurate and complete, the Contractor will be considered qualified in this section. Occasionally, revisions may be required of a Contractor’s program if inadequacies are found during the review.

Section 6- Certification Statement

If contractor provides information that is later determined to be false or withholds information, the contractor will be immediately disqualified and considered “Not Qualified.”

General Pump Company Inc

Contractor is:

- ☒ Qualified. Contractor shall be placed on the Qualified Contractor List, effective 10/9/25.
- ☐ Restricted. Contractor must provide a competent, full-time, on-site safety professional for all City projects, effective / / .
- ☐ Not Qualified.

<u>Silvester Julianne</u>	<u>HR Coordinator</u>
Reviewer Signature	Reviewer’s Title
<u>Silvester Julianne</u>	<u>10/9/2025</u>
Review Name Printed	Date



City Council Meeting

L. 1.

DATE: 11/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Individual Council Member Report on Activities for October 2025 from Mayor Pro Tem Shaw (City Clerk Donaldson)

DISCUSSION:

Mayor Pro Tem Shaw has requested to include this report on the agenda for recording purposes. The report does not require City Council approval.

Attachments

October 2025 Council Activities

October 2025 Council Activities

Mayor Pro Tem Marc Shaw

- Attended League of California Cities Annual Conference
- Attended Redlands Fire Department Open House
- Met with interested/perspective Utilities Advisory Committee members
- Participated in the Citrus Preservation Commission meeting
- Presented to a local women's group at their monthly luncheon
- Attended Redlands Police Department Coptober event
- Attended Plane or Treat event at Redlands Airport
- Attended Redlands Community Hospital's Family Clinic Ribbon Cutting
- Attended the Compact Club's Fall Mixer
- Met with City Manager to discuss ongoing issues