REVISED
11/26/25 at 4:05pm

CITY OF REDLANDS

CITY COUNCIL

A G E N D A

DECEMBER 2, 2025

MARIO SAUCEDO
Mayor

MARC SHAW
Mayor Pro Tempore

PAUL BARICH
Council Member

EDDIE TEJEDA
Council Member

DENISE DAVIS
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

Recycled Paper

A G E N D A

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

TUESDAY, DECEMBER 2, 2025

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

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

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

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

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

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

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



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

5:00 P.M.

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

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

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

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
One Case:
a. Coyote Aviation v. City of Redlands, et al. San Bernardino County Superior Court Case No. CIVSB2418252

6:00

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Holiday Performance by the Redlands Girls Vocal Ensemble led by Katharine Bond (Mayor Saucedo)

3. Presentation of the holiday video from the City of Redlands (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 November 18, 2025 (City Clerk Donaldson)

2. Accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $15,000 and authorize the additional appropriation of the same and approve one part-time Outreach Coordinator position within the Homeless Solutions Division for a limited term not-to-exceed 24 months (Assistant City Manager Boatman)

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3. Approve the Final Map for Tract No. 20755 and a Determination of Exemption from the California Environmental Quality Act ("CEQA") Pursuant to CEQA Guidelines Section 15268(b)(3) (Development Services Director Desatnik)

4. Approve the First Amendment to the Professional Services Agreement with RRM Design Group, to extend the term of the agreement to June 30, 2026, to allow for the continued performance of services associated with the development of standard design plans for Accessory Dwelling Units (ADUs) (Development Services Director Desatnik)

5. Receive and file the Annual Reports for Community Facility District (CFD) No. 2001-1 and Community Facility District (CFD) No. 2003-1 pursuant to Local Agency Special Tax and Bond Accountability Act (SB 165) (Management Services/Finance Director Garcia)

6. Approve the use of city resources and the request for in-kind support in the amount of $35,368.22 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce 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)

7. Approve a request in the amount of $5,860.83 for the street closure related to the Redlands Bowl Christmas Under the Stars event hosted on December 12, 2025, by the Redlands Bowl Performing Arts, 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)

8. Approve a Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services - Public Guardian for the use of designated spaces at the Ediberto & Gloria Flores Senior Center and the Joslyn Senior Center and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

9. Adopt Resolution No. 8736 to receive an annual report of City of Redlands surplus lands (Facilities and Community Services Director Crocker)

J. **Public Hearings**

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

   (Mayor to declare meeting open as a public hearing)

   a. Public hearing to consider Ordinance No. 2994 amending Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 of the Redlands Municipal Code relating to the adoption of the 2025 California Building Code (California Code of Regulations, Title 24, Part 2 including Appendices G, H, I, J), 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5 including Appendices BF, BJ, BO, and CI), 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3), 2025 California Mechanical Code (California Code of Regulations Title 24, Part 4), 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5), 2025 California Energy Code (California Code of Regulations, Title 24, Part 6), 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8), and the 2025 California Existing Building Code

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(California Code of Regulations, Title 24, Part 10), 2025 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), by reference and making amendments thereto.

K. **New Business**

1. Consideration of Ordinance No. 2995 amending Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redlands Municipal Code to establish quarterly meetings, and reduce the memberships of, the City of Redlands Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Preservation Commission and Human Relations Commission and Resolution No. 8742 establishing a quarterly meeting schedule for the Commissions (Assistant City Manager McConnell)

2. Consideration of Ordinance No. 2996 adding Chapter 2.30 to the Redlands Municipal Code to establish a Street Tree Commission and Resolution No. 8734 to disestablish the Street Tree Committee and transfer of the current members of the Street Tree Committee to the Street Tree Commission (Assistant City Manager McConnell)

3. Consideration of Resolution No. 8737, authorizing the City Manager or his designee to execute the grant award agreement for $2,000,000 and execute the Sub-recipient Agreements, any amendments, and all other related documents associated with the Proposition 47 (Prop 47) grant award, as well as authorize an additional appropriation of $2,000,000 (Assistant City Manager Boatman)

4. Consideration of authorization to release $31,773 from the Fire Equipment Fund Reserve for the purchase of a replacement Brush Engine and Water Tender, approve a corresponding appropriation in the amount of $31,773; and authorize the purchase of both apparatus in the total amount of $1,331,773 (Fire Chief Sessler)

5. Consideration of Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2025 Edition of the California Fire Code which incorporates by reference the 2024 International Fire Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2948, that was enacted in 2022 as part of the previous fire code adoption process (Fire Chief Sessler)

6. Consideration of Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code and adopting the 2025 Edition of the California Wildland-Urban Interface Code which incorporates by reference the 2024 International Wildland-Urban Interface Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2696, that was enacted in 2008 as part of a previous code adoption process (Fire Chief Sessler)

7. Consideration of Resolution No. 8743 appointing Ray Casey as the Interim Municipal Utilities and Engineering Director — Government Code Section 21221(h) (Assistant City Manager McConnell)

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

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

M. **Adjournment**
The next regular meeting of the City Council will be held on December 16, 2025.

Recycled Paper

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **I. 1.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of November 18, 2025 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of November 18, 2025.

Attachments

November 18, 2025 Minutes

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on November 18, 2025 at 5:00 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Saucedo called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. Council Member Davis announced that, due to property ownership within 500 feet of the Grove School, she recused herself from Closed Session Item C.2 related to property negotiations with the Grove School. The Mayor offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

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

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

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

City Attorney Garcia announced the following actions were taken during the closed session:

C.1 – The City Council authorized its legal counsel to initiate litigation in one case. The defendants and other details of the case shall, once formally commenced and filed, be disclosed to any person upon inquiry. The motion to authorize the litigation was made by Council Member Barich and seconded by Council Member Tejeda and passed unanimously.
C.2 – There was no reportable action on this matter and Council Member Davis recused herself from this item.

PUBLIC COMMENT

Coyote Aviation - Joel Rothschild voiced his displeasure with the way in which the City has treated Coyote Aviation, by inflicting emotional and physical stress on the owners. He said the public's trust in the Council had eroded, and he recommended the City come to a fair settlement with the local business owners and treat them with dignity and respect.

Ice Agents in Redlands - Michael Paisner, Valerie Taber, and Jennifer Maravillas described how the father of a Citrus Valley High School student was whisked away by Ice Agents this morning, without a warrant or due process. They urged the Council to stand up, speak out, and protect every member of this community.

Speaking Out Against Violence - Germaine Miles emphasized the vital role of Council Members to lead by example and reject all violent actions, regardless of political beliefs or ideology.

CONSENT CALENDAR

Minutes

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the regular meeting of November 4, 2025.

Vote: 4 - 0 Passed

Blue Zones Health Proclamation

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the issuance of a Proclamation recognizing Blue Zones Health.

Vote: 5 - 0 Passed

Development Agreements Annual Review

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the report for the annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code; determined that Mountainview Power Company LLC, Redlands Community Hospital, Cal-Red Facility LLC, VPV State Street Village LLC, and Esri are in compliance with the terms of their respective Development Agreements; and approved the preparation of a Certificate of Compliance.

Vote: 5 - 0 Passed

Emergency Operations Plans & Support Plans

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Sole Source Professional Services Agreement with Jacob Green & Associates in the amount of $52,250, for the update of the City of Redlands Emergency Operations Plan and the development of new Support Plans for the Redlands Animal Shelter and Municipal Airport.

Vote: 5 - 0 Passed

Resolution No. 8730 MND for WWTP Recycled Water Reservoir Project

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8730 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed Wastewater Treatment Plant (WWTP) Recycled Water Reservoir Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Amend Agreement Wildlife Hazard Assessment & Wildlife Hazard Management Plan

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Agreement with Coffman Associates, Inc. extending the agreement term to August 30, 2026, for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan at Redlands Municipal Airport.

Vote: 5 - 0 Passed

BMX Pump Track Design Agreement Extending Term

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Agreement with Community Works Design Group, LLC extending the agreement to December 31, 2026, to complete the design of a BMX Pump Track.

Vote: 5 - 0 Passed

CA Street Landfill Hydrogeologic Support Agreement

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of this agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill for an amount not-to-exceed $150,000 for a period of three years.

Vote: 5 - 0 Passed

Facility Use Agreement with Boys and Girls Clubs

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Facility Use Agreement with the Boys and Girls Clubs of Greater Redlands-Riverside is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061 (b)(3); and approved the Facility Use Agreement with the Boys and Girls Clubs of Greater Redlands-Riverside for use of the gymnasium at the Joe R Gonzales Community Center to provide day camp programs.

Vote: 5 - 0 Passed

COMMUNICATIONS

2025 National Community Survey (NCS) Results Presentation

Public Information Officer Carl Baker introduced Grace Arneson, Senior Survey Associate with Polco, who detailed the 2025 National Community Survey (NCS) results. She discussed the method and process of collecting the survey data and Polco's benchmarking database, and offered a summary of conclusions: 1) Most residents enjoy a high quality of life in Redlands; 2) Residents value multiple aspects of the City governance in Redlands; 3) Most residents perceive Redlands as a safe community; 4) The economy is valued by residents while affordability presents ongoing concerns; 5) Residents rate the natural environment positively while identifying areas for growth; and 6) Residents rate mobility as a key community asset.

As public comment, Dennis Bell said the number of respondents (308) was hardly significant in comparison to the City's population, and he thought the survey was a waste of taxpayer money. Council Members raised questions and offered their perspective regarding the results. Council Member Tejeda pointed out that the City's public safety units have continued to provide response times above the national average. Council Member Barich was proud of the City's efforts to address homelessness and was pleased that respondents considered the community very safe. Council Member Davis was encouraged that the survey showed an increased satisfaction with public information services, and she gave a shout-out to the work being done with the City's social media pages. Mayor Pro Tem Shaw was curious about the feedback regarding yard waste pickup, and finally, Mayor Saucedo listed four areas of significant increases in positive feedback, including the quality of city services, overall confidence in public government, government transparency, and emergency services.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously agreed, by roll call vote, to receive and file the presentation on the results of the 2025 National Community Survey (NCS) conducted by Policy Confluence, Inc. dba Polco.

Vote: 5 - 0 Passed

Review Planning Commission Applications & Interview Candidates

Mayor Saucedo recommended the formation of an Ad Hoc Committee, made up of two Council Members, to review all applications for the Planning Commission and to interview Planning Commission candidates.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the formation of, and appointments to, an Ad Hoc Committee of the City Council to review all applications for the Planning Commission and to interview Planning Commission candidates; and appointed Mayor Saucedo and Mayor Pro Tem Shaw to the Ad Hoc Committee.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Ordinance No. 2993 Accessory Dwelling Units

Mayor Saucedo declared the meeting open as a public hearing and called on City Planner Brian Foote for a report on Ordinance No. 2993 (Ordinance Text Amendment No. 370), to update the development standards and design regulations contained in Redlands Municipal Code Chapter 18.156, Article VII, pertaining to the construction of accessory dwelling units. The Planning Commission reviewed the draft ordinance in a public hearing held on October 14, 2025, and unanimously recommended that the City Council approve the proposed ordinance. The Commission discussed various aspects of the development standards, and recommended maintaining the current maximum allowable size of 1,200 square feet for an accessory dwelling unit in the city's Zoning Regulations. Ordinance No. 2993 will update the City's zoning regulations to align with current State law and implement Program No. 1.6-3 of the City’s certified 2021-2029 Housing Element. The revised regulations are intended to help facilitate more Accessory Dwelling Unit ("ADU") production by making the permitting process easier, faster, and more affordable for developers or homeowners who wish to build an ADU.

As public comment, Jasmin Hancock, a local designer, said in her professional opinion, the ordinance was written fairly well, but she requested a revision to the language in the section concerning height restrictions, and she suggested the language defining the minimum allowable square footage be aligned with the state standard, defined as "at least 800 square feet". Bruce Laycook supported the proposed ordinance as it would stimulate housing development and increase the overall housing supply, by expanding opportunities for the construction of smaller dwelling units. There were no written comments received. Mr. Foote responded to Council Member's questions regarding second-story additions which could impact adjacent properties. He stressed that state law obligates the City to adopt and apply only objective design standards. It was agreed that a revised ordinance incorporating Council Member comments be brought back for consideration on December 16, 2025.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously agreed, by roll call vote, to continue the public hearing for Ordinance No. 2993 to December 16, 2025, to allow staff time to address Council Member comments and revise the proposed ordinance to update the development standards and design regulations contained in Redlands Municipal Code Chapter 18.156, Article VII, pertaining to the construction of accessory dwelling units.

Vote: 5 - 0 Passed

Resolution No. 8731 Land Use Entitlements Cajon Street

Mayor Saucedo declared the meeting open as a public hearing and called on City Planner Brian Foote for a review of Resolution No. 8731 for approval of Tentative Tract Map No. 20792 to merge two parcels and create eight residential condominium airspace units; Conditional Use Permit No. 1201; Commission Review and Approval No. 972; and a Socio-Economic Cost/Benefit Study prepared for the proposed project as required by Measure "U." The development is located on two vacant parcels at 516 Cajon Street (APNs: 0173-043-15-0000 and 0173-043-16-0000) in the Administrative & Professional Office (A-P) District.

Representing the Applicant, Jonathan Tanios noted that they proactively addressed every request and incorporated necessary modifications throughout the entire design and approval process. Their desire was to be good neighbors, and they look forward to bringing this vibrant housing development to the area.

As public comment, Chris Bordne said that squeezing eight more condos with 20 parking spaces designed to use the alley as primary access would greatly stress the flow of traffic already experienced in the alley. He worried about the proximity of Kingsbury Elementary School and how the alley traffic would impact walkability and public safety. Adriana Gonzales requested the Council deny the project because she said it was not in compliance with the standards set out in Chapters 6, 7 and 8 of the Historic Architectural Design Guidelines. Three letters of written comment opposed the development based on concerns that the project is incompatible with the historical character of the district, that the increased usage of the alley, and adding 20 additional cars, will reduce the quality of life in the area, and that the building height and massing of lots did not align with the neighborhood.

With no further comments, Mayor Saucedo closed the public hearing. Council Members thanked the Applicant for making all the necessary revisions to the project. Their discussions focused on the alley and whether it could accommodate an additional 20 vehicles. Council Member Tejeda thought the alley was unsuitable as the only access point and instead preferred access off Cajon Street. Director Desatnik clarified that this alley conforms with the standard width of 20 feet and the dimension is consistent with other service alleys throughout the city that have proven to be functionally adequate.

On motion of Mayor Mario Saucedo, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that adoption of Resolution No. 8731 is not subject to environmental review pursuant to Sections 15315 and 15332 of the California Environmental Quality Act; and adopted Resolution No. 8731 for approval of the following land use entitlements for the development of two vacant parcels located at 516 Cajon Street (APNs: 0173-043-15-0000 and 0173-043-16-0000) in the Administrative & Professional Office (A-P) District; Approval of Tentative Tract Map No. 20792; Approval of Conditional Use Permit No. 1201; Approval of Commission

Review and Approval No. 972; and Adoption of a Socio-Economic Cost/Benefit Study prepared for the proposed project as required by Measure "U."

Vote: 4 - 1 Passed

NAY: Council Member Eddie Tejeda

NEW BUSINESS

Pioneer Avenue from Texas Street to Furlow Drive Approved Design Reconsideration

Development Services Director Desatnik briefly provided background on Council Member Tejeda's request to reconsider the approved design of Pioneer Avenue, from Texas Street to Furlow Drive. A portion of the approved alignment for Pioneer Avenue includes a median intended to preserve the existing Deodar Cedar trees along the north side of the street. Councilmember Tejeda has expressed interest in modifying the alignment due to concerns that the median may impede traffic flow along the corridor and because the trees appear unsightly. The design of the new cross-section was driven by two objectives: the need to widen this section of Texas to four lanes to improve traffic flow through the intersection of Texas and Pioneer, and the desire to preserve the existing Deodar Cedar trees along the north side of Pioneer Avenue. Because the southern half of Pioneer Avenue is already improved to its ultimate alignment, the widening would need to occur on the north side of the street. In 2015, community feedback favored preserving the trees, as they contribute to the aesthetics of Pioneer Avenue and provide potential nesting habitat for local and migratory birds.

Council Member Tejeda explained that his intent in bringing this item to the Council was to address safety concerns and traffic flow on Pioneer Avenue. He supports protecting trees, but raised questions about the health of the remaining Deodar trees. Erik Reeves, the City’s staff arborist, addressed the Council explaining he recently conducted a Level 1 Visual Tree Risk Assessment of the Deodar trees and found that the four trees located on the north side of Pioneer, between Texas Street and Castlegate Avenue, are in poor to moderate condition. Deodar trees of this size would require a huge median to accommodate root structures.

From a staff perspective, eliminating the median and removing the Deodar trees would provide the benefit of reducing the amount of right-of-way that must be acquired and lower the overall project cost. It would also allow the widening of Pioneer Avenue to be completed more efficiently and within a shorter timeframe. The project would still require some right-of-way acquisition, but considerably less than if the trees were to be preserved in a median.

As public comment, several people, including, Germaine Miles, Michael Paisner, Valerie Taber, Jennifer Maravillas, Eddie DeLaTorre, Dr. Julia Lenhardt, Roberto Ceja, and Andre Coyazo spoke passionately about preserving the historically significant northside trees. They urged the Council to develop a rehabilitation plan and protect these iconic trees, which are environmentally beneficial and offer valuable shade. Andy Hoder pointed out that preserving trees may not always be the best approach, and he said these particular trees appeared to be struggling. He added that traffic flow in the area is an issue, and he recommended the Deodar trees be removed, and new trees be planted to replace them.

A brief recess was taken at 8:10 p.m. with the meeting reconvening at 8:15 p.m.

Council Members considered the value of preserving and maintaining trees,

raised liability concerns if trees are not properly maintained, and questioned whether Measure I funding might be available. Municipal Utilities and Engineering Director Harris stated that Measure I funding was about a decade away, while City Manager Duggan added that staff would have to review budgeting concerns regarding this project's viability. Mayor Saucedo mentioned that many trees have been planted on the northside during a number of Community Days of Service. It was agreed that efforts to rehabilitate the trees would be an important step to make them healthier and ultimately preserve them. Traffic flow would remain as is while the rehabilitation work is ongoing. Mayor Saucedo requested to see a cost analysis for the right-of-way acquisition and the cost for other options. No voting action was taken on this item.

Ordinance No. 2994 Amending Title 15 Buildings and Construction

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

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2994, amending Title 15 (Buildings and Construction), by adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Green Building Standards Code, 2025 California Energy Code, 2025 California Historical Building Code, and the 2025 California Existing Building Code, and making amendments related thereto. The public hearing to consider a recommendation to the City Council is scheduled for December 2, 2025 at 6:00pm.

Vote: 5 - 0 Passed

Prohibition of New Warehouses and Logistics Distribution Centers

Planning Manager Brian Foote summarized the recommendation from the Redlands Planning Commission to initiate an Ordinance Text Amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution centers (as defined in Article XII of Chapter 18.156 of Title 18) in all zoning districts and specific plans within the City of Redlands. On October 4, 2025, the Planning Commission voted 5 to 1 to recommend that the City Council consider a code amendment to the Zoning Regulations (Title 18 of the Redlands Municipal Code) to prohibit new warehouses and logistics distribution centers in all zoning districts and specific plans within the City of Redlands, as well as other code amendments to address additional potential development scenarios related to warehouse uses. Their recommendations include:

- Allow existing warehouses to remain as legal, conforming uses
- Allow existing warehouses to be rebuilt if destroyed by fire, or other natural disaster, only to the same square footage and building height
- Prohibit the construction of new warehouses citywide (in all zoning districts and specific plan districts)
- Prohibit the assemblage of parcels that may contain existing industrial or warehouse buildings for the purpose of building new warehouses"

As public comment, eight people, including Germain Miles, Dick Corneille and Linda Hamilton, of ANCA, Valerie Taber, Michael Paisner, Jennifer Maravillas, Bruce Laycook, and Roberto Ceja strongly voiced their support of the Planning Commission's recommendations to ban all future warehouses in the City. They cited public health, environmental impacts, and increased greenhouse gas emissions as the primary reasons to establish the ban. Additionally, it was suggested the City needed more affordable housing, not more warehouses. Andy Hoder was not advocating for more warehouses but asked some hard questions about what to do with the properties. If not a warehouse, what then?

Council Members each offered their thoughts and perspectives, with general agreement and support of banning future warehouses in the City. It was pointed out that Council Members do have an obligation to protect the City from litigation, and they must base their decisions on facts, not opinions.

On motion of Council Member Denise Davis, seconded by Council Member Paul Barich, the City Council unanimously directed staff, by roll call vote, to prepare a draft ordinance for the Planning Commission's consideration to accomplish the following:

- Allow existing warehouses to remain as legal, conforming uses.
- Allow existing warehouses to be rebuilt if destroyed by fire, or other natural disaster, only to the same square footage and building height.
- Prohibit the construction of new warehouses citywide (in all zoning districts and specific plan districts).
- Prohibit the assemblage of parcels that may contain existing industrial or warehouse buildings for the purpose of building new warehouses."

Vote: 5 - 0 Passed

Highway Safety Improvement Program Cycle 12 Grant Acceptance

Municipal Utilities and Engineering Department Director Harris described the grant award of a $900,000 Highway Safety Improvement Program Cycle 12 grant, approval of a $730,281 construction contract with Sierra Pacific Electrical Contracting to install a new traffic signal at the Cypress Avenue/Cajon Street intersection, Project No. 253008, HSIPSL-5083 (032). The proposed project will replace the existing stop signs with four (4) new mast-arm traffic signal poles equipped with signal heads, pedestrian signal heads, luminaires, conduit, a signal cabinet/controller, a signal service cabinet, and video radar detection. The project will also include new striping and concrete improvements to enhance safety and traffic efficiency at the intersection. As public comment, Bruce Laycook requested the City install a 4-way stop sign on Cypress between Center Street and Cajon, and consider installing additional traffic-calming measures, as well.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that acceptance of a $900,000 Highway Safety Improvement Program Cycle 12 grant and approval of a construction contract and construction of a new traffic signal at the Cypress Avenue/Cajon Street intersection, Project No. 253008, HSIPSL-5083 (032), are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; accepted a $900,000 California Department of Transportation Highway Safety Improvement Program Cycle 12 grant award; approved the Cypress Avenue/Cajon Street Traffic Signal Project plans and specifications, and awarded a construction contract to Sierra Pacific Electrical Contracting for an amount

not-to-exceed $730,281; and approved an additional appropriation of $900,000.

Vote: 5 - 0 Passed

Ordinance No. 2987 Integrated Solid Waste Management/Mandatory Organic Waste Disposal Reduction

Facilities and Community Services Department Director Crocker highlighted the key points of Ordinance No. 2987, amending Chapter 13.64 (Integrated Solid Waste Management) and 13.67 (Mandatory Organic Waste Disposal Reduction) of the Redlands Municipal Code Relating to Organic Waste. The purpose of this ordinance amendment is to update and clarify the City's solid waste regulations in order to ensure consistency, and support compliance with state mandates related to organic waste disposal. Specifically, the proposed ordinance incorporates the term "organic waste" throughout Chapter 13.64 to align with Chapter 13.67 and with current state definitions and requirements under SB 1383. In doing so, the ordinance enhances clarity and supports the City's commitment to regulatory compliance and sustainable waste practices. Further, the ordinance removes all existing exemptions from participation in the green waste program, making organic waste collection mandatory for all customers unless otherwise noted. This will help to ensure uniformity throughout the City.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2987 of the City of Redlands Amending Chapter 13.64 (Integrated Solid Waste Management) and 13.67 (Mandatory Organic Waste Disposal Reduction) of the Redlands Municipal Code Relating to Organic Waste.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Saucedo attended and expressed appreciation to all participants of the Redlands Veterans Day Parade on 11/11/2025. He enjoyed the Redlands Diwali Celebration, participated in the Citibank building ribbon cutting, and the new Dog Park dedication.

Mayor Pro Tem Shaw submitted his report electronically and extended warm Thanksgiving wishes to all.

Council Member Barich attended the Library Board meeting, participated in the Redlands Veterans Day Parade, and the Redlands Resident Expo. He also attended a ribbon cutting at the Animal Shelter, and the Redlands Professional Firefighters Annual Benevolent Bowl on 11/17/2025.

Council Member Tejeda attended Senator Ochoa's Town Hall on 11/10/2025, the Redlands Police Officers Association fundraiser for Officer Seth Franklin's children, and the Redlands Diwali Cultural Event.

Council Member Davis stated that in lieu of reporting recent activities, she acknowledged the immigration enforcement action that occurred in Redlands on 11/18/2025 and encouraged community members to reach out to community leaders for any needed support.

ADJOURNMENT

Mayor Saucedo congratulated City Manager Duggan on his appointment to the State's Commission on Peace Officer Standards and Training by Governor Gavin Newsom. There being no further action required, the meeting adjourned at 9:37 P.M. The next regular meeting of the City of Redlands City Council will be held on December 2, 2025.

City Council Meeting **I. 2.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $15,000 and authorize the additional appropriation of the same and approve one part-time Outreach Coordinator position within the Homeless Solutions Division for a limited term not-to-exceed 24 months (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $15,000; and

2. I move to approve an additional appropriation in the amount of $15,000 in the Governmental Grants fund; and

3. I move to approve one part-time Outreach Coordinator position with the Homeless Solution Division, for a limited term not-to-exceed 24 months.

RECOMMENDATION:

Staff recommends that the City Council accept the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $15,000, and approve an additional appropriation in the amount of $15,000 in the Governmental Grants fund.

Staff recommends City Council approve one limited term part-time Outreach coordinator position with the Homeless Solution Division, for a limited term not-to-exceed 24 months.

DISCUSSION:

The Homeless Solutions Division is responsible for connecting people experiencing homelessness in the City with appropriate resources. The Homeless Solutions Division partners with local nonprofit and government entities to connect homeless persons with resources such as shelter, transitional housing, food assistance, outreach services, mental health counseling, substance abuse treatment, and more. Staff applied for a grant with Kaiser Permanente of Southern California to fund a part-time outreach coordinator.

The Kaiser Permanente of Southern California Region Grant program provides support to nonprofit organizations, academic institutions and government entities in Kaiser Permanente service areas throughout Southern California to improve the health of communities and eliminate health disparities. The City was awarded the Redlands Substance Abuse Prevention Outreach Grant which will provide $15,000 to be used for funding a part-time outreach coordinator within the Homeless Solutions Division. An additional appropriation is included with this report to facilitate the use of the grant funds.

ALTERNATIVES:

City Council may elect not to accept the Redlands Substance Abuse Prevention Outreach Grant award at this time and may not elect to approve the part-time position for the Outreach Coordinator.

STRATEGIC PLAN:

Supports Priority B Objective 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

PREPARED BY:

Ashley Rosario, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2025-27
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	$15,000
Budgeted Y/N:	Y
Account No.:	200120

Discussion:

The grant provides $15,000 which will be appropriated in the Governmental Grants fund for use on salaries and benefits for a part-time outreach coordinator and the budget shortfall for the new position will be covered by the Prop 47 grant.

Attachments

Kaiser Agreement

Additional Appropriation Form

Docusign Envelope ID: 60513031-9C7C-4110-8ECF-F777EDE06D55

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UNCONDITIONAL GRANT AGREEMENT

Kaiser Foundation Hospitals (Grantor) makes this grant to **City of Redlands** (Grantee) for the purpose and with the terms outlined below.

The following terms listed below, and all exhibits, appendices, and other attachments hereto form "the Agreement."

Grant Title:	City of Redlands Substance Abuse Outreach
Grant Number:	181844
Grant Purpose:	The City of Redlands is seeking $15,000 to support a part-time Community Outreach Specialist role to focus on street-level engagement to link unsheltered residents experiencing addiction to detox, rehab, and mental-health supports.
Grant Objectives:	Grantee agrees to make reasonable progress towards achieving the objective(s) as stated in the grant application. Reasonable progress will be determined in exercise of Grantor's sole discretion
Grant Period:	Start Date: 10/1/2025 End Date: 9/30/2026 Term: 12 months
Grant Amount:	$15,000.00
Project Contact Person:	David Rabindranath, Homeless Solutions Manager drabindranath@cityofredlands.org 909-761-5196
Grantee Mailing Address:	35 Cajon St Suite #222 Redlands, California 92373
Kaiser Permanente Grant Lead:	Martha Valencia Martha.R.Valencia@kp.org
Special Conditions	This is an unconditional Grant subject to the terms below.
Payment Schedule	Payment dates are approximate. Initial payment is based on execution of the grant agreement; any subsequent payment dates are estimated. If multiple payments are indicated, the payments will be dispersed after receipt and review of the corresponding reports. Payment Amount: $15,000.00 Due upon execution of the grant agreement

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Reporting Schedule	Final Narrative and Expenditure Report Due: 10/31/2026

I. GRANT TERMS

A. Use of Grant Funds. Grantee will use the grant funds for the intended purpose. Grant funds may not be expended, loaned, pledged, or transferred for reasons other than carrying out the Project without Grantor's prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable, for any political or impermissible lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.

B. Grant Expenditures. Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget submitted in your grant application. Grantee will seek prior written approval from Grantor for any budget re-allocations exceeding 10% of the total grant amount.

Reporting Guidelines. The results of the grant are important and will help shape the future of Kaiser Permanente's grantmaking. The Grantee is responsible for submitting required reporting using Kaiser Permanente's online grants management system and if applicable Kaiser Permanente's identified collection tool for data metrics, in accordance with the reporting schedule above. An email notification will be sent to the submitter identified on the grant application 30 days prior to the report due date. To ensure the submitter's contact information is up to date, please notify the Kaiser Permanente Grant Lead with any changes. Any questions or concerns regarding specific reporting requirements should be discussed and resolved in consultation with the Kaiser Permanente Grant Lead. Please note, if the grant requires working with an external evaluator or if the grantee is requested to participate in interviews or focus groups, the grantee will be notified of their requested participation in any evaluation activities in advance of the activity. If multiple payments are indicated, the payments will be dispersed upon receipt and approval of the corresponding reports.

C. Public Access. If requested, Grantee will provide Grantor copies of any results, reports, publications, data, and other materials created or developed through the Project, unless such information is propriety or contains information deemed sensitive by the Grantee. If any third-party reports, articles, or other publications regarding the Project funded by this grant are available to the public, Grantee will assist Grantor in obtaining copies if needed.

D. Non-discrimination. Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, based on race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

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E. Nonprofit Status. Grantee affirms that it is currently in good standing, and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state, or federal government agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee will notify Grantor immediately of any changes in its tax status during the grant term.

F. Change in Grantee Operations. Grantee will advise Grantor within thirty (30) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status. In the event of any of these occurrences the agreement will be terminated:

1. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement.
2. Grantee's inability to expend grant funds in accordance with the terms of the grant Agreement, or;
3. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.
4. Any changes to Grantee's financial status that adversely affects the operation of the Project or Grantee.

G. Conflict of Interest. Grantee shall, in connection with the grant application submission, have disclosed to Grantor a comprehensive list of Grantee's Directors, Officers, and individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee will disclose any changes to the list of Directors, Officers, or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with policy.

H. Future Funding. Grantee acknowledges that Grantor and its representatives have made no actual or implied promise of future funding except for the amounts specified by this Agreement.

II. PUBLICITY/PROMOTION

A. Grantee Communications with Media/Use of Logo. Grantor requires review and comment on all press releases that are directly related to the grant, as applicable. Grantor requests prior approval before the use of its logo in any communications. If Grantee plans to issue a press release related to this Grant, Grantee will contact Grantor at least 15 days before the desired announcement date. Grantor must be addressed as "Kaiser Permanente" in all communications. Grantor acknowledges that Grantee, if a 501(c)(3) organization is subject to certain limitations regarding public acknowledgment and agrees that any such decisions regarding visibility and donor recognition will be subject to any such limitations.

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B. Communications with Media and Published Materials. Grantor may periodically publicize Project progress and/or results through public communications (including press releases), reports, websites, and other materials. Grantee agrees that Grantor may use the logo of the organization in such publications.

III. GRANT TERMINATION: RIGHT TO MODIFY

A. Grantor may terminate this grant for convenience upon 30 days' written notice. Grantor or Grantee may terminate this grant immediately for the reasons specified in this Agreement or in willful misconduct or negligence.

IV. INDEMNIFICATION

A. To the extent consistent with applicable law, each Party agrees to defend, indemnify, and hold the other Party and its officers, employees, directors, owners, and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying Party, its officers, employees, directors, owners, or authorized agents.

V. COMPLIANCE

A. Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee's development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219¬8. To the extent any of the foregoing federal statutes become applicable to Grantee, Kaiser Permanente will advise Grantee. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

VI. MISCELLANEOUS

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A. In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing Party shall recover all costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each such action, suit, or proceeding, including all appeals or petitions therefrom. Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire Agreement of the Parties with respect to the subject matter herein, and supersedes all other agreements, promises, negotiations, or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each Party. Regarding administration of this grant, the parties understand and agree that each is always acting and performing as an independent contractor. Except as expressly set forth in this Agreement, neither Party, nor any of its employees, shall be construed to be the agent, employee, or representative of the other for any purpose, or liable for any acts or omissions of the other.

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SIGNATURE PAGE, Grant #181844

1. **Grantee Signature.** By signing this Agreement, the Grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the Grantee thereto, and that the Grantee hereby accepts and agrees to perform all the terms of this Agreement.

Grantee Organization Signatory

Name: Charles Duggan

Title: City Manager

Organization: City of Redlands

Signature: Signed by: Charles Duggan 18571E35E1EE437...

Date Signed: 10/6/2025

2. **Kaiser Permanente Signature.** By signing this Agreement, KP signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind KP thereto, and that KP hereby accepts and agrees to perform all the terms of this Agreement.

Kaiser Foundation Hospital/Health Plan Signatory

Name: Georgina Garcia

Title: SVP, Area Manager

Organization: Kaiser Foundation Hospitals

Signature: Signed by: Georgina Garcia 43CDBCCD44B14BE...

Date Signed: 9/24/2025

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/22/25

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Homless Solutions

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Salaries	200120	5001	TBD	$ 15,000.00
			$	$ 15,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Grants	200120	4410	TBD	$ 15,000.00
			$	$ 15,000.00

JUSTIFICATION: To help fund Outreach Staffing

Requested By: _____
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. 3.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Final Map for Tract No. 20755 and a Determination of Exemption from the California Environmental Quality Act ("CEQA") Pursuant to CEQA Guidelines Section 15268(b)(3) (Development Services Director Desatnik)

MOTION(S):

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

1. I move that the City Council determines that approval of the final map for Tract No. 20755 is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15268(b)(3).

2. I move that the City Council approves the final map for Tract No. 20755.

RECOMMENDATION:

Staff recommends that the City Council approves the final map for Tract No. 20755 and determines that its approval is exempt from CEQA.

DISCUSSION:

On April 8, 2025, the Planning Commission approved Tentative Tract Map No. 20755 which proposes the subdivision of approximately 3.12 acres for mixed-use development purposes at the northeast corner of Eureka Street and Stuart Avenue.

The subdivider has satisfied all conditions of approval of the tentative map. Staff and the City's contracted land surveyor have reviewed the final map and determined that it substantially conforms to the approved tentative map. The subdivision improvement agreement (to be recorded with the final map) and associated financial security (based on the construction cost estimated by the

project engineer), ensure that off-site improvements will be installed during project development.

Approval of final subdivision maps is considered a ministerial project and is therefore exempt from environmental review under CEQA pursuant to section 15268(b)(3) of the CEQA Guidelines.

ALTERNATIVES:

Recommend corrections to the final map and/or subdivision improvement agreement.

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
John Harris, Municipal Utilities and Engineering Department Director

PREPARED BY:
Kevin Beery, Senior Planner

Fiscal Impact

Discussion:
No fiscal impact is associated with final map approval.

Attachments

Attachment A: Subdivision Improvement Agreement
Attachment B: Final Tract Map No. 20755
Attachment C: Planning Commission Resolution No. 1702

RECORDING REQUESTED BY:
MUNICIPAL UTILITIES AND
ENGINEERING DEPARTMENT
CITY OF REDLANDS

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made this 16th day of December, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and Balboa Park Properties LLC, a Nevada limited liability company, hereinafter referred to as "Subdivider." City and Subdivider are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Subdivider is the owner or authorized developer of property located in the City of Redlands known as Tract No. 20755 (the "Subdivision") for which Subdivider is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Subdivision; and

WHEREAS, City desires to ensure that the Improvements will be constructed in a good and workmanlike manner and in accordance with City laws; and

WHEREAS, Subdivider acknowledges that it is familiar with the provisions of the Redlands Municipal Code and the State Subdivision Map Act (Government Code section 66410 et seq.) and agrees to comply therewith; and

WHEREAS, a final map for the Subdivision has been prepared pursuant to the Redlands Municipal Code and the State Subdivision Map Act, and has been filed by Subdivider for consideration by City;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of City of the final map for the Subdivision, and the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Definition and Ownership of Improvements. The Improvements include but are not limited to the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Subdivision that are shown in the plans, profiles and specifications that have been prepared by Subdivider and approved by City, and which are described in Exhibit "A." All Improvements constructed or installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Construction of the Improvements shall be completed within eighteen (18) months from the Effective Date of this Agreement. In the event Subdivider fails to complete construction of the Improvements within that time period, City may require Subdivider's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Subdivider, or Subdivider's surety, as hereafter provided.

3. Subdivider's Obligations to Construct Improvements. Subdivider shall:

A. Complete the Improvements, at Subdivider's expense, in conformance with approved Improvement plans; provided, however, that the Improvements shall not be deemed to be completed until accepted by City as provided in Section 18 hereof.

B. Furnish at Subdivider's expense the necessary materials, provisions and other supplies or equipment used for the Improvements, and a payment bond with respect to such work or labor as required by Civil Code Section 9550, for the completion of the Improvements in conformity with the Improvement plans.

C. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the cost of acquisition incurred by City. All rights-of-way, easements and other interests in real property shall be free and clear of liens and encumbrances. Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

D. Commence construction of the Improvements by the time established in Section 25 of this Agreement and complete the Improvements as required by Section 2, above, unless a time extension is granted in writing by City.

E. Install all Improvement monuments required by law prior to acceptance of the Improvements by City. Individual property monuments shall be installed within eighteen (18) months of such acceptance.

F. Install street name signs conforming to City standards. Permanent street name signs shall be installed before acceptance of the Improvements by City.

4. Acquisition and Dedication of Property. If any of the Improvements contemplated by this Agreement are to be constructed or installed on property not owned by City or Subdivider, no construction or installation shall be commenced before:

A. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the Improvements, or

B. The dedication to, and acceptance by, City of appropriate rights-of-way easements or other interests in real property, as determined by the Municipal Utilities and Engineering Director, or

C. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Subdivider shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to Subdivider.

5. Security. Subdivider shall at all times guarantee Subdivider's performance by furnishing to City and maintaining good and sufficient security as required by the Subdivision laws in accordance with Sections 66499 through 66499.10 of the Government Code, on forms approved by City for the purposes and in the amounts as follows:

A. To assure faithful performance of the Agreement in regard to the Improvements in an amount of one hundred (100%) of the estimated cost of the Improvements; and

B. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements, a bond in the amount of fifty (50%) of the estimated cost of the Improvements; and

C. To guarantee or warranty the Improvements for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of ten (10%) of the estimate cost of the Improvements; and

D. Good and sufficient security in the amount of one hundred (100%) of the estimated cost of setting subdivision monuments.

E. Additional security as required by the applicable provisions of the Redlands Municipal Code.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are hereby incorporated into this Agreement. If any security is replaced by another approved security, the replacement shall: (1) comply with all the requirements for security in this Agreement, (2) be provided to the City Engineer to be filed with the City Clerk, and upon filing (3) be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a

replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

A. Any changes, alterations or additions to the Improvement plans, not exceeding ten (10%) of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations or additions exceed ten (10%) of the original estimated cost of the Improvements, Subdivider shall provide Improvement security for faithful performance as required by Section 5 of this Agreement for one hundred (100%) of the total estimated cost of the Improvement as changed, altered or amended, less any completed partial releases allowed by Section 8 of this Agreement.

B. Subdivider shall construct the Improvements in accordance with City standards in effect on the Effective Date of this Agreement. City reserves the right to modify the standards applicable to the Subdivision and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of the extension.

7. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the Improvements, Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer, or the City's designated representative, determines that the work has been completed in accordance with this Agreement, then the designated representative shall certify the completion of the Improvements to the Municipal Utilities and Engineering Director/City Engineer. No Improvements shall be accepted unless all aspects of work have been inspected and completed in accordance with the Improvement plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such Improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until the inspection has been made and the work approved. Subdivider shall bear all costs of inspection and certification. No Improvements shall be deemed completed until written acceptance by City.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection b. hereof.

B. City may release a portion of the security given for faithful performance of the Improvement work as the work progresses upon application therefor by Subdivider; provided, however, that no such release shall be for an amount less than twenty five (25%) of the total Improvement security given for faithful performance of the Improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total Improvement security

given for faithful performance until final completion and acceptance of the Improvements. In no event shall the City Engineer authorize a release of the Improvement security which would reduce the security to an amount below one hundred twenty five percent (125%) of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

C. Security given to secure payment to any contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than one hundred twenty five percent (125%) of the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by City to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

D. No security given for the guarantee or warranty for work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 12, the warranty period shall not commence until final acceptance of all the work and Improvements by City.

E. City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

9. Injury to Improvements, Public Property or Public Utilities' Facilities.

A. Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public Improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

B. Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, the Improvements. Until all Improvements required by this Agreement are fully completed and accepted by City, Subdivider shall be responsible for the care and maintenance of, and any damage to, such Improvements. City shall not, nor shall any officer or employee thereof, be liable to or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Improvements required by this Agreement prior to the completion and acceptance of the Improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

10. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, and give all necessary notices and pay all fees and taxes required by law.

11. Default of Subdivider.

A. Default of Subdivider shall include, but not be limited to:

(1) Subdivider's failure to timely commence construction of the Improvements;
(2) Subdivider's failure to timely complete construction of the Improvements;
(3) Subdivider's failure to timely cure any defect in the Improvements;
(4) Subdivider's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
(5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within thirty (30) days;
(6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
(7) Subdivider's failure to perform any other obligation under this Agreement.

B. City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by Subdivider. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. The sums provided by the Improvements security may be used by City for the completion of the Improvements in accordance with the Improvement plans contained herein.

C. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Subdivider and Subdivider's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

D. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

E. In the event that Subdivider fails to perform any obligation hereunder, Subdivider

agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs.

F. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

12. Warranty. Subdivider shall guarantee or warrant the Improvements undertaken pursuant to this Agreement for a period of one (1) year after acceptance of the Subdivision by City against any defective work or labor done or defective materials furnished. If within the warranty period any work or Improvement, or part of any work or Improvement done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Improvement plans or specifications referred to herein, Subdivider shall without delay and without cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work, and Subdivider shall pay to City the cost of such repairs.

13. Subdivider Not Agent or Employee of City. Neither Subdivider nor Subdivider's agents, contractors or subcontractors are or shall be considered to be agents or employees of City in connection with the performance of Subdivider's obligations under this Agreement.

14. Environmental Warranty. Prior to the acceptance of any property dedications or Improvements by City, Subdivider shall certify and warrant that neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

A. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

B. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

C. Subdivider's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

15. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other subdividers for the apportionment of costs of the Improvements pursuant to the provisions of the City ordinances providing therefor, nor shall anything in this Agreement commit City to any such apportionment.

16. Subdivider's Obligation to Warn Public during Construction. Until final acceptance of the Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition extant in connection with said Improvements, and will take reasonable actions to protect the public from such dangerous conditions.

17. Vesting of Ownership. Upon formal final acceptance of the Improvements by City and recordation of the final map for the Subdivision, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

18. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the Municipal Utilities and Engineering Director after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

19. Compliance with Laws. Subdivider and its agents, employees, contractors and subcontractors shall comply with all applicable Federal, State and local rules, laws and regulations in constructing the Improvements including, but not limited to, all applicable Labor Code laws.

20. Insurance.

A. City, and its elected and appointed officials, officers, employees, and volunteers shall be covered as additional insureds on the Commercial General Liability ("CGL") policy with respect to liability arising out of work or operations performed by, or on behalf of, Subdivider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Subdivider. General liability coverage can be provided in the form of an endorsement to Subdivider's insurance (at least as broad as Insurance Services Office ("ISO") Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, Subdivider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, and its elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained

by City, and its elected and appointed officials, officers, employees, or volunteers shall be excess of Subdivider's insurance and shall not contribute with it.

Each insurance policy required by this section 20 shall provide that coverage shall not be canceled, except with prior thirty (30) days written notice to City.

B. Builder's Risk (Course of Construction) Insurance. Subdivider may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing.

C. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

D. Waiver of Subrogation. Subdivider hereby agrees to waive rights of subrogation which any insurer of Subdivider may acquire from Subdivider by virtue of the payment of any loss. Subdivider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Subdivider, its employees, agents, and subcontractors.

E. Verification of Coverage. Subdivider shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before Work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Subdivider's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

F. Subcontractors. Subdivider shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Subdivider shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

G. Subdivider's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Subdivider for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Subdivider shall provide City with Certificates of Insurance evidencing such insurance concurrent with Subdivider's execution and delivery of this

Agreement to City, for City's approval.

H. Worker's Compensation and Employer's Liability. Subdivider shall have Worker's Compensation and Employer's Liability insurance in an amount which meets the statutory requirement with an insurance carrier acceptable to City Subdivider shall execute and provide City with Exhibit "B" titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

I. Comprehensive General Liability Insurance. Subdivider shall secure comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to City. Minimum coverage of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

J. Business Auto Liability Insurance. Subdivider shall secure business auto liability coverage, with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Subdivider owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

21. Indemnity/Hold Harmless.

A. City and any official or employee thereof shall not be liable for any injury to persons or property occasioned by reasons of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, and its officials and employees from any act or omission by Subdivider or its employees or agents, in connection with the work performed pursuant to this Agreement except for all claims, losses, damages, causes of action, injuries and/or liabilities to City and/or third parties caused by the negligence of City or City's agents. This indemnification and Agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision, and the public Improvements as provided herein.

B. After acceptance of the Improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.

C. Subdivider shall reimburse City for all attorney's fees, costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this section.

D. In the event City tenders defense and indemnification pursuant to the provision set forth in subsection (a) above, and Subdivider wrongfully delays acceptance of the tender of the indemnification beyond the date specified in the tender of defense and indemnification demand, and based on City's costs necessitated by having to undertake its own defense and utilize the services of its own employees in the defense of any such claim, Subdivider shall be charged two hundred fifty ($250) dollars per day from the date tender should have been accepted until the date tender is finally accepted to reimburse City for all of its defense related expenses, including the value of all time required by City employees to defend City during the time that tender should have been but was not accepted.

22. Personal Nature of Subdivider's Obligations. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision or any other third party without the express written consent of City.

23. Sale or Disposition of Subdivision. Subdivider may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, Subdivider may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Subdivider of the obligations under Section 22 for the work or Improvements done by Subdivider.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

25. Time for Commencement of Work; Time Extensions. Subdivider shall commence substantial construction of the Improvements required by this Agreement not later than three (3) months after the Effective Date of this Agreement. In the event good cause exists as determined by the Municipal Utilities and Engineering Director, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the Municipal Utilities and Engineering Director. Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The Municipal Utilities and Engineering Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. Delay, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions which prevent the conducting of work, which Subdivider could not have reasonably foreseen, and furthermore were not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the Municipal Utilities and Engineering Director may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount

to compensate for any increase in construction costs as determined by the Municipal Utilities and Engineering Director.

26. Certificate of Satisfaction. The City Manager may, upon the determination of the Development Services Director that Subdivider has fully satisfied the obligations secured by this Agreement, at the request of Subdivider, execute and record a Certificate of Satisfaction in the official records of the County of San Bernardino evidencing Subdivider's compliance with, and satisfaction of, all obligations under this Agreement. Subdivider shall be responsible for the payment of all City costs associated with the preparation and recordation of such a certificate.

27. No Vesting of Rights. Performance by Subdivider of this agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

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

Notice to City: Municipal Utilities and Engineering Department Director
City of Redlands
PO Box 3005
Redlands, CA 92373

Notice to Subdivider: Donald J. Berry, Jr., Manager
Balboa Park Properties LLC
P.O. Box 7538
Redlands, CA 92375

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

29. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

30. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

31. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

32. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated

into the terms of this Agreement.

33. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

34. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the county of San Bernardino, State of California.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the date herein above first written.

SUBDIVIDER
Balboa Park Properties LLC,
a Nevada limited liability company

BY ITS MANAGER:
JUDSON & BROWN, LLC,
a Nevada limited liability company

By: _____
Donald J. Berry, Jr., Manager

CITY OF REDLANDS

By: _____
Charles M. Duggan, Jr., City Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

(Notary attachment and proof of authorization
for all signatures required and must be attached)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of San Bernardino

On November 3, 2025 *Date* before me, Veronica Burgess, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Donald J. Berry, Jr. *Name(s) of Signer(s)*,

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

VERONICA BURGESS
Notary Public · California
San Bernardino County
Commission # 2516295
My Comm. Expires Apr 28, 2029

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Veronica Burgess
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☑ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

EXHIBIT "A"

CITY OF REDLANDS
SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 20755

The following plans are in the office of the Municipal Utilities and Engineering Department (MUED);

Description	Drawing No.	No. of Sheets
Street Improvement Plans	2477-ST	05
Street Striping and Signage Plans	2477-TS	01
Street Light Plans	2477-SL	01
CFD Street Tree Plans	2477-TP	05
Sewer Improvement Plans	F-1883	01

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

Balboa Park Properties LLC, A Nevada limited liability company

BY ITS MANAGER:
JUDSON & BROWN, LLC,
a Nevada limited liability company

Date: 11/3/2025

By: _____
Donald J. Berry, Jr., Manager

NUMBERED LOTS = 2
GROSS AREA = 3.12 ACRES
NET AREA = 2.91 ACRES

TRACT NO. 20755

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 25 THROUGH 29 AND A PORTION OF LOT 30 IN TRACT MAP NO. 2083 IN BOOK 30 OF MAPS, PAGE 26 AND LOTS 10 THROUGH 17 AND A PORTION OF RUIZ STREET (FORMERLY SECOND STREET) IN TRACT NO. 3632 IN BOOK 47 OF MAPS, PAGE 37 AND A PORTION OF THE NORTHWEST QUARTER OF LOT 28, BLOCK 77, RANCHO SAN BERNARDINO IN BOOK 7 OF MAPS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

CASC ENGINEERING MAY 2025

OWNER'S STATEMENT:

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP WITHIN THE HEAVY BORDER LINE, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS TRACT MAP.

WE HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES STUART AVENUE AND EUREKA STREET AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR SEWER PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS AND EGRESS OVER LOT 1 IN FAVOR OF LOT 2 AS SHOWN ON THIS MAP.

BALBOA PARK PROPERTIES LLC, A NEVADA LIMITED LIABILITY CORPORATION

BY ITS MANAGER:

JUDSON & BROWN, LLC, A NEVADA LIMITED LIABILITY COMPANY

BY: _____

NAME: DONALD J. BERRY, JR.

TITLE: MANAGER

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)SS.
COUNTY OF San Bernardino
ON October 21, 2025 BEFORE ME, Veronica Burgess A NOTARY PUBLIC

PERSONALLY APPEARED Donald J. Berry, Jr.
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF California THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINT Veronica Burgess

MY COMMISSION EXPIRES April 28, 2029

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY

MY COMMISSION NUMBER 2516295

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BALBOA PARK PROPERTIES, LLC ON APRIL, 2025. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN TWO YEARS OF THE FILING OF THIS TRACT MAP, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE TRACT MAP.

_____ 10-20-25
RICHARD S FURLONG, P.L.S. 8422 DATE

PROFESSIONAL LAND SURVEYOR RICHARD S. FURLONG PLS NO. 8422 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATIONS THERETO, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF REDLANDS MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

_____ 11/13/25
GOUTAM K. DOBEY, CITY ENGINEER DATE
CITY OF REDLANDS – R.C.E. NO. 75646

REGISTERED PROFESSIONAL ENGINEER GOUTAM K. DOBEY NO. 75646 CIVIL STATE OF CALIFORNIA

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

_____ 10-28-25
MATTHEW C. HICKS DATE
AUTHORIZED AGENT OF CITY OF REDLANDS L.S. 7644

PROFESSIONAL LAND SURVEYOR MATTHEW C. HICKS NO. 7644 STATE OF CALIFORNIA

SIGNATURE OMISSIONS NOTE:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT RIPEN INTO A FEE:

AN EASEMENT FOR PIPELINES, IRRIGATING DITCHES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 24, 1882 IN BOOK 28, PAGE 233, AND RECORDED MAY 02, 1882, IN BOOK 29, PAGE 65, BOTH OF DEEDS. IN FAVOR OF REDLANDS WATER COMPANY. THE LOCATION OF THE EASEMENT CANNOT BE LOCATED FROM RECORD INFORMATION. A PARTIAL QUITCLAIM THERE OF HAVING BEEN RECORDED JANUARY 28, 1953, IN BOOK 3556, PAGES 221, OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE LOCATED FROM RECORD INFORMATION.

AN EASEMENT FOR PIPE LINES AND IRRIGATION DITCHES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 21, 1882 IN BOOK 29 OF DEEDS, PAGE 85.

AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 4, 1886 AS BOOK 48, PAGE 627 OF DEEDS.

AN EASEMENT FOR RIGHT TO USE THE EXISTING PIPE LINES WITH RIGHT OF INGRESS AND EGRESS TO MAINTAIN, REPAIR, REBUILD AND OPERATE SAID PIPE LINE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 17, 1947 AS BOOK 2133, PAGE 182 OF OFFICIAL RECORDS. IN FAVOR OF: JAMES H. ESTES AND RHODA A. ESTES, HUSBAND AND WIFE. THE LOCATION OF THE EASEMENT CANNOT BE LOCATED FROM RECORD INFORMATION.

AN EASEMENT FOR AN ELECTRIC LINE, CONSISTING OF POLES, NECESSARY GUYS AND ANCHORS, CROSS-ARMS, WIRES AND OTHER FIXTURES AND APPLIANCES AND INCIDENTAL PURPOSES, RECORDED APRIL 2, 1951 AS INSTRUMENT NO. 1951-230, BOOK 2742, PAGE 199 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION.

AN EASEMENT FOR A TELEPHONE LINE, CONSISTING OF POLES, NECESSARY GUYS AND ANCHORS, BRACES, CROSSARMS, WIRES, CONDUITS CABLES AND OTHER FIXTURES AND APPLIANCES AND INCIDENTAL PURPOSES, RECORDED JULY 25, 1952 AS BOOK 2991, PAGE 175 OF OFFICIAL RECORDS. IN FAVOR OF: CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 21, 1960 AS BOOK 5192, PAGE 10 OF OFFICIAL RECORDS. IN FAVOR OF: CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS.

EASEMENTS, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS, A PUBLIC BODY, CORPORATE AND POLITIC, OF THE STATE OF CALIFORNIA, AS GRANTOR, TO CHRISTEN MILLS KNUDSEN AND MARILYN LIEBERG KNUDSEN, TRUSTEES OF THE KNUDSEN FAMILY TRUST, AS GRANTEE, RECORDED APRIL 01, 1993 AS INSTRUMENT NO. 93-142217 OF OFFICIAL RECORDS. REFERENCE BEING MADE TO THE DOCUMENT FOR FULL PARTICULARS.

AN OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES AND INCIDENTAL PURPOSES, RECORDED JANUARY 25, 1999 AS INSTRUMENT NO. 19990027510 OF OFFICIAL RECORDS. TO: CITY OF REDLANDS.

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____ THIS _____ DAY OF _____, 20__ AT __M. IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY IN THE AMOUNT OF $_____

JOSIE GONZALES
ASSESSOR-RECORDER
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADOPTED ON _____ APPROVED THIS MAP AND ACCEPTED THE EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS, STUART AVENUE AND EUREKA STREET, AS SHOWN ON THIS MAP.

ALSO ACCEPTED THE EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON THIS MAP.

ALSO ACCEPTED THE EASEMENT FOR SEWER PURPOSES AS SHOWN ON THIS MAP.

ALSO ACCEPTED THE ABANDONMENT OF A PORTION RUIZ STREET AS SHOWN ON THIS MAP

ALSO ACCEPTED THE ABANDONMENT OF A EASEMENT FOR PUBLIC UTILITIES PURPOSES RECORDED DECEMBER 01, 2008, IN INSTRUMENT NO. 2008-0533582 OF OFFICIAL RECORDS.

_____
JEANNE DONALDSON DATE
CITY CLERK OF THE CITY OF REDLANDS

AUDITOR-CONTROLLER/TREASURERS/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLETED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE $_____

ENSEN MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR SAN BERNARDINO COUNTY

BY: _____
DEPUTY DATE

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL, OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE SAN BERNARDINO COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS/HER ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS AND SAID BOND IS HEREBY ACCEPTED.

LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

BY: _____
DEPUTY DATE

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434 AND 66499.20.2 OF SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

A PORTION RUIZ STREET (FORMALLY SECOND STREET) AS SHOWN TRACT NO. 3632 M.B. 47/37.

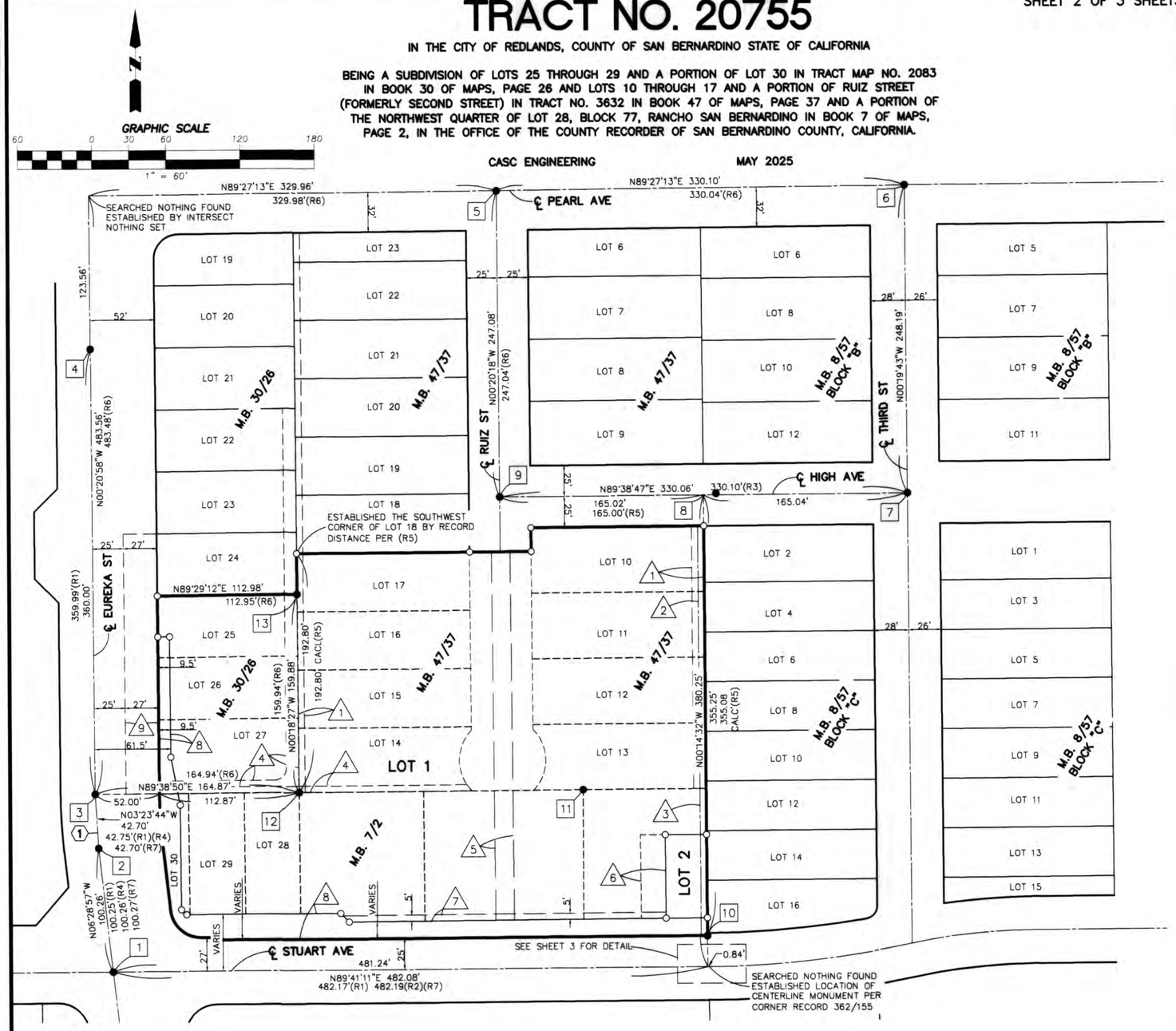
AN EASEMENT IN FAVOR OF CITY OF REDLANDS FOR PUBLIC UTILITIES PURPOSES RECORDED DECEMBER 01, 2008, IN INSTRUMENT NO. 2008-0533582 OF OFFICIAL RECORDS.

TRACT NO. 20755

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 25 THROUGH 29 AND A PORTION OF LOT 30 IN TRACT MAP NO. 2083 IN BOOK 30 OF MAPS, PAGE 26 AND LOTS 10 THROUGH 17 AND A PORTION OF RUIZ STREET (FORMERLY SECOND STREET) IN TRACT NO. 3632 IN BOOK 47 OF MAPS, PAGE 37 AND A PORTION OF THE NORTHWEST QUARTER OF LOT 28, BLOCK 77, RANCHO SAN BERNARDINO IN BOOK 7 OF MAPS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

CASC ENGINEERING MAY 2025



SURVEYOR'S NOTES:

THIS TRACT MAP CONTAINS 3.12 ACRES (GROSS)
THIS TRACT MAP HAS 2 LOTS.
(R1) – INDICATES RECORD DATA PER PARCEL MAP NO. 18536–1 P.M.B. 247/75–79
(R2) – INDICATES RECORD DATA PER PARCEL MAP NO. 18536 P.M.B. 255/34–36
(R3) – INDICATES RECORD DATA PER R.S. 144/53
(R4) – INDICATES RECORD DATA PER R.S. 96/19
(R5) – INDICATES RECORD DATA PER TRACT NO. 3632 KRONAGE SUBDIVISION M.B. 47/37
(R6) – INDICATES RECORD DATA PER R.S. 168/87
(R7) – INDICATES RECORD DATA PER R.S. 178/45

○ INDICATES SET 1" I.P. WITH TAG STAMPED "L.S. 8422". FLUSH UNLESS OTHERWISE NOTED.

● INDICATES FOUND MONUMENT AS NOTED.

[1] FOUND 1" I.P. WITH TACK FLUSH IN LIEU OF 2" I.P. LS 8080 ACCEPTED AS THE CENTERLINE INTERSECTION OF EUREKA STREET AND STUART AVENUE PER (R2)

[2] FOUND 1" I.P. WITH TAG PLS 8080 FLUSH IN LIEU OF 1.5" I.P. WITH TAG PLS 8080 ACCEPTED AS POINT ON THE CENTERLINE OF EUREKA STREET PER (R2)

[3] FOUND 1" I.P. WITH TAG PLS 8080 FLUSH ACCEPTED AS POINT ON THE CENTERLINE OF EUREKA STREET PER (R1)

[4] FOUND 1" I.P. WITH TAG ILLEGIBLE FLUSH IN LIEU OF 1" I.P. WITH TAG PLS 8080 ACCEPTED AS POINT ON THE CENTERLINE OF EUREKA STREET PER (R1)

[5] FOUND BOLT AND WASHER STAMPED 63+43.86 DOWN 1' IN WELL ACCEPTED AS THE INTERSECTION OF PEARL AVENUE AND RUIZ STREET PER (R6)

[6] FOUND BOLT AND WASHER DOWN 1' IN WELL ACCEPTED AS THE INTERSECTION OF PEARL AVENUE AND THIRD STREET PER (R6)

[7] FOUND MAG AND WASHER LS 7232 FLUSH ACCEPTED AS THE INTERSECTION OF THIRD STREET AND HIGH AVENUE PER (R7)

[8] FOUND 3/4" I.P. OPEN DOWN 0.9' ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF HIGH AVENUE AND THE NORTHERLY PROLONGATION OF THE EAST LINE OF TRACT NO. 3632 M.B. 47/37

[9] FOUND MAG NAIL AND WASHER LS 7232 FLUSH ACCEPTED AS THE INTERSECTION OF RUIZ STREET AND HIGH AVENUE PER (R6)

[10] FOUND SCRIBED "X" ON CONCRETE NO REFERENCE ACCEPTED AS INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EAST LINE OF TRACT NO. 3632 M.B. 47/37 AND THE NORTH RIGHT OF WAY LINE OF STUART AVENUE.

[11] FOUND 1" I.P. WITH TAG LS 2345 NO REFERENCE ACCEPTED AS POINT THE SOUTH LINE OF TRACT NO. 3632 M.B. 47/37

[12] FOUND 1" I.P. WITH PLUG ILLEGIBLE DOWN 0.4' ACCEPTED AS SOUTHWEST CORNER TRACT NO. 3632 M.B. 47/37 PER (R6)

[13] FOUND 3/4" I.P. WITH TAG PLS 5613 DOWN 0.4' PER (R6)ACCEPTED AS THE SOUTHEAST CORNER LOT 24 PER TRACT NO. 3632 M.B. 47/37

NOTE:

SEE SHEET 3 FOR EASEMENT NOTES.

EUREKA STREET CENTERLINE NOTE:

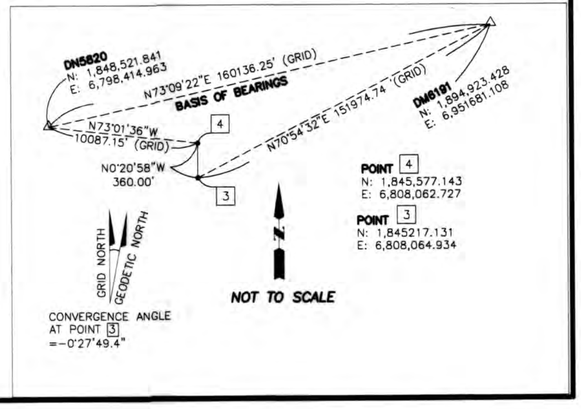
(1) CALTRANS RIGHT OF WAY MAP NO. 910576 DEPICTS THE CENTERLINE OF EUREKA STREET AS A CURVE CONCAVE EASTERLY, WITH A DELTA OF 06°07'40", A RADIUS OF 400.00 FEET, AND AN ARC LENGTH OF 42.78 FEET. HOWEVER, THE RECORD OF SURVEY FILED IN BOOK 96, PAGE 19 OF RECORDS OF SURVEY, ELIMINATES THIS CURVE AND INSTEAD SHOWS A STRAIGHT LINE BEARING SOUTH 03°27'04" EAST, A DISTANCE OF 42.75 FEET BETWEEN FOUND MONUMENTS. ALL SUBSEQUENT MAPS REFERENCE THIS STRAIGHT LINE (R1)(R7).

BASIS OF BEARINGS:

CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5 TAKEN BETWEEN NATIONAL GEODETIC SURVEY CONTROL CORS REFERENCE STATION DESIGNATION "ESRI GISA CORS ARP" PID "DN5820" AND "ONYX_PEAK_CS2007 CORS GRP" PID "DM6191"

BEING N73°09'22"E NAD 83 EPOCH 2010

ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCE, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY THE COMBINATION FACTOR OF 0.999935658 CALCULATIONS ARE MADE AT POINT [3] N: 1,845,217.131 E: 6,808,064.934

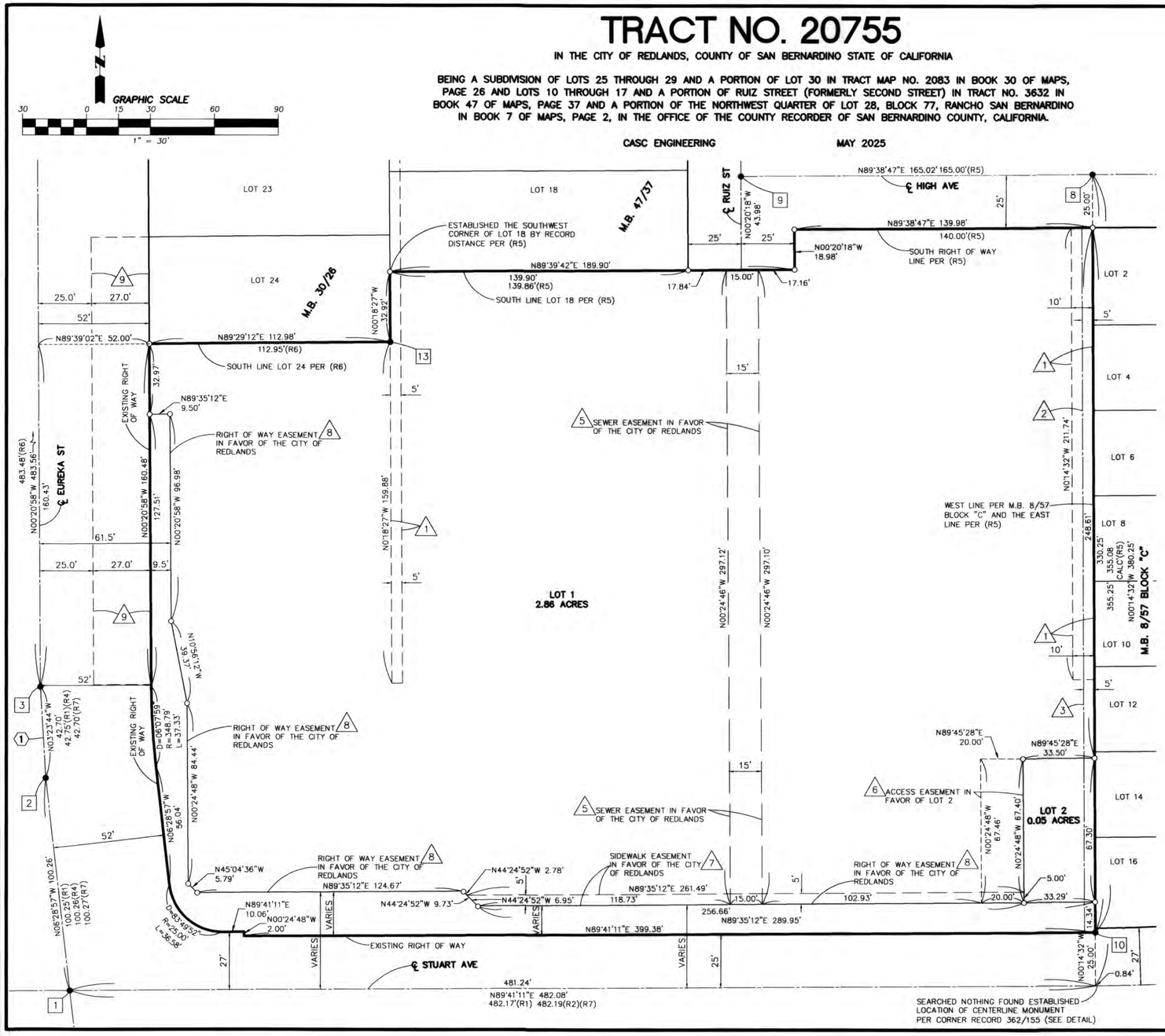


TRACT NO. 20755

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 25 THROUGH 29 AND A PORTION OF LOT 30 IN TRACT MAP NO. 2083 IN BOOK 30 OF MAPS, PAGE 26 AND LOTS 10 THROUGH 17 AND A PORTION OF RUIZ STREET (FORMERLY SECOND STREET) IN TRACT NO. 3632 IN BOOK 47 OF MAPS, PAGE 37 AND A PORTION OF THE NORTHWEST QUARTER OF LOT 28, BLOCK 77, RANCHO SAN BERNARDINO IN BOOK 7 OF MAPS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

CASC ENGINEERING MAY 2025



NOTE:

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS AND EUREKA STREET CENTERLINE NOTE.

EASEMENTS NOTES:

AN EASEMENT FOR PIPELINES, IRRIGATING DITCHES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 24, 1882 IN BOOK 28, PAGE 233, AND RECORDED MAY 02, 1882, IN BOOK 29, PAGE 65, BOTH OF DEEDS. IN FAVOR OF REDLANDS WATER COMPANY. THE LOCATION OF THE EASEMENT CANNOT BE LOCATED FROM RECORD INFORMATION. A PARTIAL QUITCLAIM THERE OF HAVING BEEN RECORDED JANUARY 28, 1953, IN BOOK 3556, PAGES 221, OFFICIAL RECORDS. NOT PLOTTABLE FROM RECORD.

AN EASEMENT FOR PIPE LINES AND IRRIGATION DITCHES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 21, 1882 IN BOOK 29 OF DEEDS, PAGE 85. NOT PLOTTABLE FROM RECORD.

AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 4, 1886 AS BOOK 48, PAGE 627 OF DEEDS. NOT PLOTTABLE FROM RECORD.

AN EASEMENT FOR RIGHT TO USE THE EXISTING PIPE LINES WITH RIGHT OF INGRESS AND EGRESS TO MAINTAIN, REPAIR, REBUILD AND OPERATE SAID PIPE LINE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 17, 1947 AS BOOK 2133, PAGE 182 OF OFFICIAL RECORDS. IN FAVOR OF: JAMES H. ESTES AND RHODA A. ESTES, HUSBAND AND WIFE. NOT PLOTTABLE FROM RECORD.

1. AN EASEMENT FOR AN ELECTRIC LINE, CONSISTING OF POLES, NECESSARY GUYS AND ANCHORS, CROSS-ARMS, WIRES AND OTHER FIXTURES AND APPLIANCES AND INCIDENTAL PURPOSES, RECORDED APRIL 2, 1951 AS INSTRUMENT NO. 1951-230, BOOK 2742, PAGE 199 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION. DELINEATED HEREON.

2. AN EASEMENT FOR A TELEPHONE LINE, CONSISTING OF POLES, NECESSARY GUYS AND ANCHORS, BRACES, CROSSARMS, WIRES, CONDUITS CABLES AND OTHER FIXTURES AND APPLIANCES AND INCIDENTAL PURPOSES, RECORDED JULY 25, 1952 AS BOOK 2991, PAGE 175 OF OFFICIAL RECORDS. IN FAVOR OF: CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION. DELINEATED HEREON.

3. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 21, 1960 AS BOOK 5192, PAGE 10 OF OFFICIAL RECORDS. IN FAVOR OF: CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS. DELINEATED HEREON.

EASEMENTS, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS, A PUBLIC BODY, CORPORATE AND POLITIC, OF THE STATE OF CALIFORNIA, AS GRANTOR, TO CHRISTEN MILLS KNUDSEN AND MARILYN LIEBERG KNUDSEN, TRUSTEES OF THE KNUDSEN FAMILY TRUST, AS GRANTEE, RECORDED APRIL 01, 1993 AS INSTRUMENT NO. 93-142217 OF OFFICIAL RECORDS. REFERENCE BEING MADE TO THE DOCUMENT FOR FULL PARTICULARS. NOT PLOTTABLE FROM RECORD.

4. THE RIGHTS, IF ANY, OF A CITY, PUBLIC UTILITY OR SPECIAL DISTRICT TO PRESERVE A PUBLIC EASEMENT IN ALLEY AS THE SAME WAS VACATED BY THE DOCUMENT RECORDED DECEMBER 01, 2008 AS INSTRUMENT NO. 2008-0533582 OF OFFICIAL RECORDS. DELINEATED HEREON.

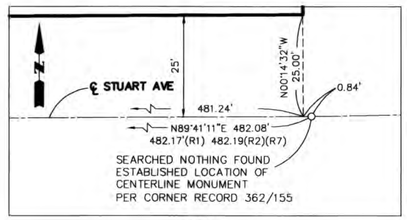
5. AN EASEMENT IN FAVOR OF THE CITY OF REDLANDS FOR SEWER PURPOSES AS SHOWN ON THIS MAP.

6. AN EASEMENT FOR INGRESS AND EGRESS OVER LOT 1 IN FAVOR OF LOT 2 AS SHOWN ON THIS MAP. DELINEATED HEREON.

7. AN EASEMENT IN FAVOR OF THE CITY OF REDLANDS FOR SIDEWALK PURPOSES AS SHOWN ON THIS MAP. DELINEATED HEREON.

8. AN EASEMENT IN FAVOR OF THE CITY OF REDLANDS FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSED AS SHOWN ON THIS MAP. DELINEATED HEREON.

9. AN OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES AND INCIDENTAL PURPOSES, RECORDED JANUARY 25, 1999 AS INSTRUMENT NO. 19990027510 OF OFFICIAL RECORDS. TO: CITY OF REDLANDS. DELINEATED HEREON.



DETAIL
NOT TO SCALE

RESOLUTION NO. 1702

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING TENTATIVE TRACT MAP NO. 20755, COMMISSION REVIEW & APPROVAL NO. 974 AND ASSOCIATED INCLUSIONARY HOUSING PLAN FOR A PROPOSED THREE-STORY, MIXED-USE DEVELOPMENT AND RELATED SITE IMPROVEMENTS LOCATED AT THE NORTHEAST CORNER OF EUREKA STREET AND STUART AVENUE.

WHEREAS, Balboa Park Properties, LLC ("Applicant"), has submitted concurrent applications for Tentative Tract Map No. 20755, Commission Review & Approval No. 974 and an associated inclusionary housing plan requesting authorization to subdivide approximately 3.12 acres located at the northeast corner of Eureka Street and Stuart Avenue in the Village Center (VC) district of the Transit Villages Specific Plan: a 2.85-acre lot to accommodate a proposed three-story mixed-use development including 82 apartment units, approximately 6,934 square-feet of ground-floor commercial space and related site improvements; and a 2,249 square-foot parcel to accommodate an existing electrical infrastructure ("Project"); and

WHEREAS, on December 17, 2024, the City Council adopted Resolution No. 8643 and determined the proposed development was exempt from the provisions of Measure "U" requiring the preparation of traffic and socio-economic cost/benefit studies in accordance with subsection 2 of part B of section 2 of the Measure "U"; and

WHEREAS, the Project qualifies for exemption from environmental review in accordance with section 15332 of the California Environmental Quality Act (CEQA) guidelines; and

WHEREAS, residential developments including ten or more dwelling units are subject to the inclusionary housing requirements under chapter 18.230 of the Redlands municipal code; and

WHEREAS, notice of the Planning Commission's public hearing for the Project applications was duly published in a newspaper of general circulation by the Secretary of the Planning Commission and mailed to owners of real property within a 300-foot radius of the Project site boundaries; and

WHEREAS, on April 8, 2025, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, following the public hearing for and after considering Tentative Tract Map No. 20755 and Commission Review & Approval No. 974, the Planning Commission determined that approval of the requested entitlements is in the best interest of the public health, safety, and general welfare.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed Project is exempt from environmental review in accordance with section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines because there is no information or evidence that the proposed project may result in any potentially significant environmental effects, and the proposal satisfies all applicable criteria for a categorical exemption in accordance with CEQA Guidelines Section 15332.

SECTION 2. FINDING FOR APPROVAL OF TENTATIVE TRACT MAP NO. 20755. The proposed Tentative Tract No. 20755 is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibits "A" and "B," respectively:

1. *The proposed map is consistent with the City's General Plan and Municipal Code.*

   The proposed Tentative Tract Map is consistent with the City's General Plan, including the existing land use designation as Transit Village. The proposed Tentative Tract Map will meet or exceed the minimum development standards for the proposed development.

2. *The site is physically suitable for the type of development.*

   The project site is physically suitable for the type of development. The site has a flat and level topography, and is suitable to be developed in accordance with the density and open space requirements of the Village Center (VC) District. All on-site and off-site improvements proposed as part of the project's design will meet all City standards, and will provide a safe and efficient environment for the future residents, visitors, and customers of the development.

3. *The site is physically suitable for the density of the development.*

   The proposed Tentative Tract Map will merge 16 lots into one lot for development purposes, a total of 2.85 net acres in size (after dedications) to accommodate the construction of a mixed-use residential and commercial building. The existing General Plan designation as Transit Village allows for higher-density multi-family and mixed-use developments in close proximity to transit stations within the downtown core of Redlands. The project site's topography is relatively flat, the design of the map will generally follow with the grade of the site, and will not require excessive grading to construct the project. The proposed design avoids the need for any excessive slopes, retaining walls, or drainage improvements. In addition to the residential and mixed-use structures, the site sufficiently sized to accommodate on-site open space areas and other recreational amenities. Therefore, the site is physically suitable for the proposed density of development.

4. *The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife.*

   The proposed project qualifies for exemption from environmental review in accordance with Section 15332 (Infill Development Projects) of the CEQA Guidelines. There are no environmental factors that are potentially significant, and no mitigation measures are

necessary. The proposed design and proposed improvements will not cause any substantial environmental damage or substantially and avoidably injure fish or wildlife.

5. *The design of the subdivision or type of improvements is not likely to cause serious public health problems.*

   The proposed tentative map will combine 16 lots into one lot for development purposes and is designed to accommodate a mixed-use project (residential combined with retail/commercial) located in the downtown core of Redlands. It is not likely to cause any serious public health problems, as the project is designed with improvements that meet all City and State building and fire codes, no offensive emissions or odors will be associated with the development, and the construction and residential noise will not significantly affect nearby residential or commercial properties.

6. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.*

   The project requires merging of lots and will improve access in the immediate vicinity by maintaining a segment of Ruiz Street within the project site boundaries, as well as construct a new pedestrian connection through the project site from Ruiz Street to W. Stuart Avenue, as desired by the Transit Villages Specific Plan design standards for pedestrian-oriented development in the downtown core of Redlands. The subdivision will not conflict with any public easements for access through the site or use of property, as the existing street right-of-way will be maintained for Ruiz Street, and therefore the project will not conflict with any easements for the public at large.

7. *That pursuant to California Government Code Section 66474.4, of the Subdivision Map Act the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.*

   None of the parcels within the project site are under Williamson Act Contract.

SECTION 3. FINDINGS FOR APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 974. Commission Review & Approval No. 974 and its associated inclusionary housing plan is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibits "A" and "B,".

1. *The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.*

   The proposed development includes the construction of a three-story, 175,890 square-foot mixed-use building including 82 dwelling units, 6,934 square feet of ground floor commercial space, and related improvements on approximately 2.85 acres. The subject property is adequate in size and shape to accommodate the proposed use, including

setbacks, landscaping, private and common open space, driveways, lighting, utilities, and other improvements necessary to serve the proposed use and structures. The proposed project conforms to the development standards of the Village Center district of the Transit Villages Specific Plan, and will be compatible with adjacent commercial and residential uses that surround the project site.

2. *The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

   Vehicle access to covered residential parking areas in the proposed development would be provided by three new driveways on Eureka Street, Stuart Avenue and Ruiz Street. The proposed driveways will serve the proposed use and accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project. The existing roadways are designed to carry the type and quantity of traffic to be generated by the proposed use, including existing traffic from existing uses in the vicinity.

3. *The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.*

   The conditions of approval for the project will protect public health, safety and general welfare. Conditions of approval are provided from the Planning, Building and Safety, and Land Use Engineering Divisions. The project has been conditioned to comply with the applicable provisions of the Redlands municipal code and to ensure the orderly development of the site and surrounding area.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED THIS 8th day of April, 2025.

Karah Shaw, Chair

ATTEST:

Sonya Flint, Planning Commission Secretary

I, Sonya Flint, Secretary to the Planning Commission, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 8th day of April, 2025.

AYES: 6
NOES:
ABSENT: 1
ABSTAINED:

Sonya Flint
Planning Commission Secretary

EXHIBIT A

CONDITIONS OF APPROVAL

Tentative Tract Map No. 20755 and Commission Review & Approval No. 974

Planning Division

1. This permit/approval is for Tentative Tract Map No. 20755 and Commission Review & Approval No. 974 authorizing the subdivision of approximately 3.12 acres into two parcels, and the construction thereon of a three-story mixed-use development including 82 apartment units, approximately 6,934 square feet of ground-floor commercial space and related site improvements, located at the northeast corner of Eureka Street and Stuart Avenue in the Village Center district of the Transit Villages Specific Plan.

2. This permit/approval shall expire two (2) years from the date of project approval unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with the Redlands municipal code.

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

4. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of three hundred thousand dollars ($300,000.00), to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and

agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

5. The issuance of any permits shall comply with applicable provisions of the Redlands Municipal Code and the Transit Villages Specific Plan.

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

7. No certificate of occupancy shall be approved or issued until all applicable conditions of approval have been satisfied.

8. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, grading, and all other illustrations, text, or plans submitted to the City in connection with this project.

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

10. The Development Services Director is authorized to approve minor modifications to the approved project plans or any of the conditions of approval if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.

11. The residential development shall include inclusionary units in accordance with the approved inclusionary housing plan and chapter 18.230 of the Redlands municipal code. An affordable housing agreement shall be recorded against the inclusionary units or the residential development in its entirety prior to the issuance of any building permit for the residential development.

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

13. Before placing or constructing any signs on the project property, the applicant shall submit a sign program for review and approval by the Planning Commission.

14. In accordance with section 4.4 of the Transit Villages Specific Plan, garden walls and retaining walls along street frontages, shall be made of or clad in brick, stone, or stucco

(or other decorative finish approved by the Development Services Director) and shall be compatible with the design of the principal building.

15. Prior to issuance of a building permit, the applicant shall obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel and fencing. The nature of the measures will depend on the specific requirements of the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all subcontractors on the site.

16. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee. Prior to building permit issuance, a lighting and photometric plan shall be submitted demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

17. Onsite mechanical, electrical, plumbing, and venting systems, public utility connections and service areas shall be located and designed in accordance with the requirements of section 4.10 of the Transit Villages Specific Plan.

18. Landscape and Irrigation Plans shall be approved prior to the issuance of building permits. Landscape and irrigation plans shall be submitted for plan check by the Development Services Department, Building and Safety Division, for distribution to other departments. Plans shall demonstrate conformance with Water Efficient Landscape Ordinance No. 2724 (chapter 15.54 of the Redlands municipal code).

19. According to section 4.14.D.1 of the Transit Villages Specific Plan, modified blocks longer than 300 feet shall provide a pedestrian passage or alley that connects opposite streets. Before the final map is recorded, the property owner shall enter into a shared use agreement (or another approved mechanism) with the City to construct and maintain a paved publicly accessible walk between Stuart Avenue and Ruiz Street through the development site. The agreement shall allow public access daily from sunrise to sunset and shall be reviewed by the Development Services Director and approved as to form by the City Attorney.

20. The final map shall substantially conform to the tentative map as approved by the Planning Commission.

21. Each lot proposed for development within the subdivision shall be served by an approved sanitary sewer system, approved domestic water system in accordance with the Redlands municipal code.

22. Each lot proposed for development within the subdivision shall be served by gas, electric, and other necessary facilities.

23. All existing and proposed utilities within the subdivision or development parcel shall be placed underground, except for facilities exempted by Public Utilities Commission regulations and/or facilities specifically exempt under Section 17.17.020(G) of the Redlands Municipal Code. Existing overhead facilities, which are located within established utility easements and serve off-site development, are not required to be placed underground.

24. All conditions of approval determined by the City not completed prior to final map approval shall be included within a subdivision improvement agreement entered into by the developer with the City.

Building and Safety Division

25. When the Entitlement Review is approved submit complete construction drawings including structural calculations, soils report, and energy calculations to Building and Safety for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

26. Disabled access for the site and buildings must be in accordance with the State of California and ADA regulations. All dwelling units shall be adaptable and on an accessible route.

27. Electric vehicle charging stations for future and required to be installed EVCS shall comply with the California Green Code.

28. Emergency escape and rescue openings in Group R occupancy sleeping rooms shall comply with the current edition of the California Building Code.

29. As per the Flood Insurance Study this project location has been removed from Flood Zone AO and is now designated as Flood Zone X.

Fire Department

30. Develop and submit a Fire Access & Water Supply (Fire Master) Plan for the site to Redlands Fire Department.

31. All buildings to be equipped with fire sprinkler and fire alarm systems.

Other Departments

32. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference: Land Use Engineering Division (Exhibit B).

Brian Desatnik
Development Services Director

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT NO. 20755 AND COMMISSION REVIEW AND APPROVAL NO. 974

Date of P.C. Meeting:	**April 8, 2025**
Applicant:	**Balboa Park Properties, LLC**
Location:	**Northeast Corner of Eureka Street and Stuart Avenue**
Project Description:	**Subdivide 3.12 Acres into one 2.85 Lot and one 0.05 Acre Lot for the Construction of a 85-Unit Apartment Complex with 7,686 Square Feet of Commercial Space**

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

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

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

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

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

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6)

copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

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

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 17.07.030)
   b. Geotechnical Report; (RMC 17.07.040)
   c. Easement Documents. (RMC 17.09.050)

5. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

6. Cash cleanup deposit shall be submitted ($3,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

7. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

8. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107. (RMC 13.54)

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

   a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or

b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

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

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal. (City Resolution No. 7671)

2. Plans required to be submitted shall include (RMC 17.17.060):
   a. Tract Map;
   b. Street Improvement;
   c. Pavement Striping and Signage Plans (including reflectorized pavement markers);
   d. Street Tree Installation – Street trees shall be provided as per the approved
   e. Sewer Main Installation; and
   f. Approved Onsite Potable and Irrigation Water Line Installation.

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

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

4. All support documentation shall be submitted with the plans to be checked. Submission shall include (RMC 17.09.060):
   a. Title Reports and backup documents for the property;
   b. All record maps and deeds referenced on the Tract/Parcel Map;
   c. Easement Documents;
   d. Boundary and Lot Closure Calculations; and
   e. Record plans, maps and documents.

5. Pay the required development impact fees per ordinance in effect at time of approval of Final Tract Map. The exact amount will be determined based upon the review of the final building plans and project information. Development Impact Fees shall include;
   - Water Source Acquisition Charge (RMC 13.40);
   - Water/Sewer Frontage Charges; (RMC 13.44 and 13.12) and
   - Remaining Development Impact Fees will be due at time of building permit issuance or water meter installation (RMC 13.48.030 and Redlands Ordinance No. 2830).

6. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. All existing utilities shall be pot-holed to determine the actual depth if no

signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking (RMC 17.17.060).

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

8. Submission of approved onsite potable and irrigations plans is required prior to connection to non-potable/recycled water system. All onsite improvements shall be done in accordance with the Water Resources Control Board, Division of Drinking Water requirements for recycled water. City shall submit plans to Division of Drinking Water for approval prior to final approval and installation of irrigation meters.

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

10. Requirements for Eureka Street (RMC 17.15 and 17.17):

    a. Dedicate to provide for the half street right-of-way as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City Engineer including a corner cutoff/radii at the property line return to accommodate a 35 foot radius curb return and pedestrian ramp;
    b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
    c. Construct standard curb and gutter as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City;
    d. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;
    e. Construct sidewalk as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City including ramps at all curb returns;
    f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    g. Construct underwalk drain, if necessary; and
    h. Use traffic index of 9.0;
    i. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

11. Requirements for Stuart Avenue (RMC 17.15 and 17.17):

a. Dedicate to provide for the half street right-of-way as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City Engineer including a corner cutoff/radii at the property line return to accommodate a 35 foot radius curb return and pedestrian ramp;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
c. Construct standard curb and gutter as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City;
d. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;
e. Construct sidewalk as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City including ramps at all curb returns. Provide sidewalk easement(s) as needed;
f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
g. Restripe the east bound left turn lane limit line further to the east to aid north bound Eureka Street right turns as accepted by Omnitrans and the City Engineer
h. Construct underwalk drain, if necessary;
i. Use traffic index of 8.0; and
j. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

12. Requirements for High Street (RMC 17.15 and 17.17):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
b. Construct standard curb and gutter to replace existing curb;
c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Install LED ornamental streetlight(s) with the equivalent illumination of a 100 watt sodium vapor street light. Installation of one (1) light to replace the existing SCE light will be required. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
e. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.
f. Construct underwalk drain, if necessary;
g. Use traffic index of 5.0; and
h. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

13. Requirements for Ruiz Street (RMC 17.15 and 17.17):

    a. Submit a Street Vacation Application to the Development Services Department as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City Engineer.
    b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
    c. Provide appropriate signage and/or pavement markings for the new street terminus as accepted by the City Engineer.
    d. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;
    e. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.
    f. Construct underwalk drain, if necessary;
    g. Use traffic index of 5.0;
    h. Install residential/commercial fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;
    i. Extend a minimum 8 inch diameter sewer main with manholes and appurtenances connecting to Stuart Avenue. Provide a minimum 15' wide sewer easement in favor of the City of Redlands;
    j. Provide sewer capacity calculations for downstream sewer mains and the proposed sewer main as accepted by the City Engineer.

14. Provide for adequate drainage facilities. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual (RMC 17.17).

15. Submit a Sewer Easement Vacation Application to the Development Services Department as shown on the approved Tentative Tract Map No. 20755 and as accepted by the City Engineer.

16. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20755 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of street trees in the public rights-of-way. (California Community Facilities Act)

17. All off-site utilities shall be placed underground as accepted by the City Engineer. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by

Southern California Edison. Those overhead utility lines that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a streetlight will be required to install a standard streetlight, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 17.17.020)

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

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

20. Dedication documents shall be prepared by a licensed land surveyor or registered civil engineer (registered prior to January 1982) in the State of California and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

21. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 17.17.080):

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

22. Survey and Monumentation cash bond must be posted.

23. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

24. Execute Subdivision Improvement Agreement (RMC 17.17.070).

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

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal. (City Resolution No. 7671)

2. Provide pad certification and compaction report to the Building and Safety Department.

3. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:

- Transportation Facilities; (RMC 3.54)
- Fire Facilities; (RMC 3.60)
- General Government Facilities; (RMC 3.60)
- Library Facilities; (RMC 3.60)
- Open Space/Park; (RMC 3.32)
- Police Facilities; (RMC 3.60)
- Storm Drain Facilities; (RMC 3.56)
- Water Capital Improvement Charge; (RMC 3.48)
- Recycled Water Capital Improvement Charge; (RMC 3.53)
- Water Source Acquisition Charge *; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44)
- Solid Waste Capital Improvement Charge; (RMC 3.70) and
- Water/Sewer Frontage Charges *. (RMC 13.44 and 13.12.)

* These charges are required for building permit issuance if Final or Parcel Map was not required for the project or charges were not paid with the Final or Parcel Map approval.

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

5. Comply with City of Redlands Landscape Ordinance No. 2724 and submit a landscape/irrigation plan prepared by a licensed landscape architect for review and approval. The irrigation system shall be designed and constructed to make use of future recycled and/or recycled water system.

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

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

8. Tract map shall be recorded and proof of recordation provided.

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Per RMC 13.08.070B provide a letter requesting Board consent for multiple meters

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

3. Pay the Water Source Acquisition Charge; (RMC 13.40)

4. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050)

5. Pay the Water/Sewer Frontage Charges; (RMC 13.44 and 13.12.) and

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

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

1. Cash cleanup deposit shall be submitted ($3,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

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

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

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

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

8. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)

Labor and Materials 50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

9. Execute Subdivision Improvement Agreement. (RMC 17.17.070).

10. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

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

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

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

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

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. One mylar copy of recorded parcel/tract map shall be furnished to the Municipal Utilities and Engineering Department.

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

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

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

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

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

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

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

2. A recorded mylar copy of the Tract map shall be submitted.

3. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

4. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30-45 days for processing.

Donald Young

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

AK
Initial

FILE: TM 20755

City Council Meeting **I. 4.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with RRM Design Group, to extend the term of the agreement to June 30, 2026, to allow for the continued performance of services associated with the development of standard design plans for Accessory Dwelling Units (ADUs) (Development Services Director Desatnik)

MOTION(S):

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

1. I move that the City Council determine that approval of this action is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I further move that City Council approve the First Amendment to the Professional Services Agreement with RRM Design Group, extending the deadline for performance of services to June 30, 2026.

RECOMMENDATION:

Staff recommends City Council determine the First Amendment to the Professional Services Agreement with RRM Design Group is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act and approve the First Amendment to the Professional Services Agreement with RRM Design Group, extending the term end date to June 30, 2026.

DISCUSSION:

On June 17, 2025, (Item No. L.3) City Council approved a Professional Services Agreement with RRM Design Group for the preparation of standard construction design plans for Accessory Dwelling Units (ADUs). Staff needs additional time to work with the consultant and prepare the draft architectural design plans, as well as refine and finalize the architectural plans over the next few months. This will extend the timeline beyond the original expiration date of December 31, 2025, and staff is requesting an extension of six months to June 30, 2026.

This item is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

City Council may elect not to approve this action and provide alternative direction to staff. However, any delays would impact the timeline and the encumbrance of funds allocated in the current fiscal year to the project.

STRATEGIC PLAN:

This project will help implement Priority A (Quality of Life) contained in the Redlands Strategic Plan, Strategic Objective 2 (Economic Vitality), "Implement policies and programs to expand the City’s affordable housing opportunities."

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Tricia Munoz, Development Services/Management Analyst

Fiscal Impact

Fiscal Year: 2025-2026
Revenue Generating: No
Appropriation Required Y/N: N
Amount: N/A
Budgeted Y/N:
Account No.:
Discussion:
There is no impact on the General Fund with approval of this item.

Attachments

First Amendment_RRM
Original Agreement_RRM

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of developing a series of pre-approved accessory dwelling unit (ADU) standard design plans ("Agreement"), dated June 17, 2025, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and RRM Design Group, a California Corporation ("Consultant"), is made and entered into this 2nd day of December, 2025.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on June 17, 2025, for the provision of developing a series of pre-approved accessory dwelling unit (ADU) standard design plans;

WHEREAS, the Parties wish to enter into a First Amendment to the Agreement ("First Amendment") for the purpose of making amendments to the Agreement; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to remove Exhibit "B" titled "Project Schedule" and re-letter exhibits and extend the deadline for the performance of services to June 30, 2026, by the Consultant.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged, the City and Consultant agree as follows:

AGREEMENT

Section 1. Section 4.1 of Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule as agreed upon by the Parties."

Section 2. Section 4.2 of Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall perform and complete the Services in a prompt and diligent manner by June 30, 2026, unless the Services are terminated earlier as provided for herein."

Section 3. Section 5.1 of Article 5 of the Agreement, entitled "Payment to Consultant" is hereby amended to read as follows:

"5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Forty-Two Thousand Nine Hundred Ninety Dollars ($142,990). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "B," titled Fee Schedule," which is attached hereto and incorporated herein by reference."

Section 4. Section 6.1 subsection (A) of Article 6 of the Agreement, entitled "Insurance and Indemnification," is hereby amended to read as follows:

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

Section 5. The Project Schedule set forth in Exhibit "B" of the Agreement is removed and replaced with Exhibit "B" "Fee Schedule" as set forth in Attachment "1," which is attached hereto and incorporated herein by this reference.

Section 6. The Workers Compensation Insurance Certificate set forth in Exhibit "D" of the Agreement is designated as with Exhibit "C" as set forth in Attachment "2," which is attached hereto and incorporated herein by this reference.

Section 7. All other provisions of the Agreement and First Amendment shall remain unchanged by this First Amendment and in effect.

Section 8. All recitals above are true and correct and are hereby incorporated herein by this reference.

Section 9. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment, to be effective as of December 2, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

RRM DESIGN GROUP

By: _____
Randy Russom, Principal Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT "1"
EXHIBIT "B"
FEE SCHEDULE

FEE SCHEDULE
City of Redlands
Four ADU Prototype Plans
May 2, 2025

				RRM RANDY RUSSOM		RRM JESSICA MEADOWS		RRM ELIZABETH OCAMPO VIVERO		RRM JOEY COX		RRM PLANNING STAFF		RRM ARCH STAFF		RRM ENG STAFF	
				Principal/Project Manager		Structural Engineer		Principal Planner		Job Captain		Planning Production Staff		Architectural Production Staff		Engineering Production Staff	
				252 $ per hour		210 $ per hour		225 $ per hour		135 $ per hour		155 $ per hour		130 $ per hour		140 $ per hour	
ESTABLISH A STRONG FOUNDATION		**FEE TYPE**	**ESTIMATED FEE**														
A.1	Project Initiation/Kickoff	T&M NTE	$ 1,364	2	$504	1	$210	2	$380	2	$270	0	$0	0	$0	0	$0
A.2	Data Gathering and Document Research	T&M NTE	$ 3,774	2	$504	0	$0	2	$450	4	$540	8	$1,240	8	$1,040	0	$0
		Total:	$ 5,138														
ADU DESIGN		**FEE TYPE**	**ESTIMATED FEE**														
A.3	Conceptual ADU Plans	T&M NTE	$ 2,104	4	$4	0	$0	0	$0	4	$540	0	$0	12	$1,560	0	$0
A.4	Preliminary (30%) ADU Design	T&M NTE	$ 9,156	8	$2,016	0	$0	0	$0	24	$3,240	0	$0	30	$3,900	0	$0
A.5	Schematic (65%) ADU Design	T&M NTE	$ 13,184	12	$3,024	2	$420	0	$0	24	$3,240	0	$0	50	$6,500	0	$0
A.6	Public Meetings	T&M NTE	$ 7,992	16	$4,032	0	$0	0	$0	4	$540	12	$1,860	12	$1,560	0	$0
		Value:	$ 32,436														
ADU CONSTRUCTION DOCUMENTS		**FEE TYPE**	**ESTIMATED FEE**														
A.7	Document Preparation and Plan Review	T&M NTE	$ 56,508	24	$6,048	16	$3,360	0	$0	60	$8,100	0	$0	160	$20,800	130	$18,200
A.8	Raised Floor and Stem Wall (Optional Below)	T&M NTE	$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
A.9	Framed Roof Design (Optional Below)	T&M NTE	$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
A.10	Code Updates (Optional Below)	T&M NTE	$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
		Value:	$ 56,508														
MANAGE THE PROJECT		**FEE TYPE**	**ESTIMATED FEE**														
A.11	Project Management/Coordination	T&M NTE	$ 6,888	24	$6,048	4	$840	0	$0	0	$0	0	$0	0	$0	0	$0
A.12	Public Information Documents (Optional Below)	T&M NTE	$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
		Value:	$ 6,888														

Subtotal	**$ 100,970**
Reimbursable Expenses	**$ 2,500**
Estimated Project Total	**$ 103,470**

Fee Footnote
Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

Reimbursable Expenses
Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates
RRM reserves the right to adjust hourly rates on an annual basis.

OPTIONAL TASKS		**FEE TYPE**	**ESTIMATED FEE**														
c	Framed Floor and Stem Wall (Optional)	T&M NTE	$ 8,120	0	$0	12	$2,520	0	$0	0	$0	0	$0	0	$0	40	$5,600
A.9	Framed Roof Design (Optional)	T&M NTE	$ 6,160	0	$0	8	$1,680	0	$0	0	$0	0	$0	0	$0	32	$4,480
A.10	2025 Code Updates (Optional)	T&M NTE	$ 7,456	8	$2,016	8	$1,680	0	$0	0	$0	0	$0	16	$2,080	12	$1,680
A.12	Public Information Documents (Optional)	T&M NTE	$ 10,630	0	$0	0	$0	8	$1,800	8	$1,080	50	$7,750	0	$0	0	$0
A13	4th Elevation Style per plan (Optional)	T&M NTE	$ 7,154	2	$504	1	$210	0	$0	8	$1,080	0	$0	24	$3,120	16	$2,240
		Value:	$ 39,520														

ATTACHMENT "2"
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.

RRM DESIGN GROUP

By:_____ Date: _____

Randy Russom, Principal

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional services developing a series of pre-approved accessory dwelling unit (ADU) standard design plans ("Agreement") is made and entered in this 17th day of June, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and RR Design Group, 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 professional services developing a series of pre-approved accessory dwelling unit (ADU) standard design plans services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Brian Desatnik, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by December 31, 2025, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Forty-Two Thousand Nine Hundred Ninety Dollars ($142,990). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Randy Russom, Principal Manager
City of Redlands	RRM Design Group
35 Cajon Street	3765 S. Higuera St., Ste 102
P.O. Box 3005 (mailing)	San Luis Obispo, CA 93401
Redlands, CA 92373	rwrussom@Consultantdesign.com
jdonaldson@cityofredlands.org	Phone: (805) 543-1794
Phone: (909) 798-7531	Fax: (805) 543-4609

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

[Signatures on following page]

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

RRM DESIGN GROUP

By: _____
Randy Russom, Principal Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task A.1: Initiation Meeting
Following the review of existing data, the Consultant will meet with City to establish a mutual understanding of the key issues, further define the scope, project schedule, expectations, layout of significant project milestones, meeting times, deliverable targets, and review pertinent data. The meeting is assumed to be virtual.

Deliverables:
- One (1) meeting with City

Task A.2: Data Gathering and Document Research
As a first step in the process, the Consultant will collect and review all data relevant from design guidelines, the general plan, the development code, specific plans, the local jurisdiction's unique requirements, and other planning efforts that have a bearing on the community's ADU development efforts. Consultant will work with City staff to compile a preliminary survey of existing City lots to identify the typical prevalent sizes and configurations. Next, Consultant, in coordination with City, will review identified opportunities for implementation to further inform the final design solutions. Finally, Consultant will prepare a program memo to document the project goals and alternatives the City wishes to achieve with the final designs.

Deliverables:
- ADU due diligence memorandum
- One (1) meeting with City

ADU Design
The baseline generic prototypes, which could be utilized as ADUs or standalone single-family dwellings designed to fit on generic flat lots, include the following:

- One (1) approximately 600 sf, free-standing studio ADU in compliance with California Residential Code, not exceeding 16 feet in height and designed to conform to a typical flat lot
- One (1) approximately 600 sf, one-bedroom ADU in compliance with California Residential Code, not exceeding 16 feet in height and designed to conform to a typical flat lot
- One (1) approximately 700-750 sf, free-standing one-bedroom, one-bathroom ADU in compliance with California Residential code, not exceeding 16 feet in height and designed to conform to a typical flat lot

- One (1) approximately 800-900 sf, free-standing two-bedroom, one-bathroom ADU in compliance with California Residential code, not exceeding 16 feet in height and designed to conform to a typical flat lot

The plans shall be designed/approved using the current edition of the California Residential Code and the Redlands Municipal Code. One (1) building code update of the plans shall be included in the proposal. Each plan type will be designed to adapt to and include three alternate elevation styles to conform to the City's identified architectural styles: Craftsman, California Ranch, Contemporary, or Mid-Century Modern. The style options will be expressed through material, colors, accents, and detailing with a minimum of structural differentiation. The final permit documents will provide each plan type with reverse floor plans.

Each of the four base plans may be provided with design options, including ADA adaptable and fully accessible options, storage options, additional bedroom or flex space options, and multiple entry locations to allow personalization and site flexibility. This approach allows for the base plans to serve as many times as the number of designs.

At least one plan will provide for a universal design and an ADA-compliant accessible plan, including a step- free entrance and sufficient maneuverable space for a wheelchair in the bedroom, kitchen, living room, and bathroom. The doorways would be 32 inches at minimum.

Task A.3: Conceptual ADU Plan Development
Consultant will compile the relevant data and goals from the research and City meetings to establish a straightforward program with identified constraints and opportunities. This program will be used as the basis for the preliminary design. Based on the initial description, Consultant will provide design concept options for the final plan direction through staff review.

Deliverables:
- PDF format submittal
- One (1) meeting with the City; a preliminary plan option review
- Preliminary site/floor plans for four (4) unit prototypes

Schedule:
- Three (3) weeks included staff review meetings

Meeting:
- One (1) concept design review meeting

Task A.4: Preliminary (30%) ADU Design
Consultant recognizes that residential design can be one of the purest manifestations of community character, and many people are passionate about homes. Therefore, Consultant encourages a collaborative approach to working with staff to deliver designs that respond to the community's unique character. Following the initial staff collaboration in Task A.3 above, Consultant will design a series of preliminary site plans/floor plans, sections, and elevations for the unit prototypes. Consultant will review the designs with staff for comment and approval at approximately the 30% completion stage. The designs will include typical front elevation style options. Plans will be based on generic sites as directed by staff.

Deliverables:

- PDF format submittal
- One (1) meeting with the City; a preliminary plan, massing, and elevation review meeting (currently expected to be conducted remotely on the platform of the City's choice)
- Preliminary site/floor plans for four (4) unit prototypes
- Preliminary style options for front elevation of three (3) options per plan for a total of twelve (12) front elevations

Schedule:

- Four (4) weeks included staff review meetings

Meeting:

- One (1) preliminary design (30% set) review meeting prior to the development of the final schematic design package for review and approval to proceed

Task A.5: Schematic (65%) ADU Design

Based on staff feedback on the preliminary design, Consultant will refine the schematic design to an approximately 65% completion level for review by staff and any public outreach efforts. The submittal will be architecture- specific and for a non-specific generic site; no civil engineering or landscape architecture will be provided for review. It is assumed that City will coordinate all submittals, applications, and notices associated with any public hearings if desired. Attendance and presentation at Park and Recreation Commission (PRC), Design Review Board (DRB), Planning Commission (PC), and City Council (CC) for any public outreach or hearings are addressed in Task A.6.

Deliverables:

- PDF format 65% plan set
- Floor plans for four (4) ADU prototypes with design options
- Sections for four (4) ADU prototypes
- Elevations for four (4) ADU prototypes; four (4) sides for each unit
- Three (3) style options of the front elevations of each of the four (4) ADU base unit prototypes
- Color and material boards: one (1) for each elevation style as printed images
- Twelve (12) three-dimensional color-rendered front views suitable for publication

Schedule:

- Six (6) weeks included staff review meetings

Meeting:

- One (1) staff review meetings

Task A.6: Public Meetings

As part of the review process, the City has indicated up to two public reviews for outreach, PC, or CC. The State of California has exempted ADUs from a design review or entitlement process, so

Consultant will perceive this as a potentially optional task. Consultant will provide support for staff review and presentation at public hearings as desired. It is anticipated City will provide all needed applications and public noticing if required and work as the applicant for the review process. Consultant will attend and present at all public hearings and provide plan revisions and coordination as applicable.

Deliverables:

- Up to two (2) public presentations
- Submittal documents and revisions to include:
- PDF format 65% plan set
- Floor plans for four (4) ADU prototypes with design options
- Sections for four (4) ADU prototypes
- Elevations for four (4) ADU prototypes; four (4) sides for each unit
- Three (3) style options of the front elevations of each of the four (4) ADU base unit prototypes
- Color and material boards: one (1) for each elevation style as printed images
- Twelve (12) three-dimensional color-rendered front views suitable for publication

Meeting:

- Two (2) public hearings

ADU Construction Documents

Task A.7: Document Preparation and Plan Review

The Consultant endeavors to provide simple, cost-effective designs and plans complying with California Residential Code conventional construction requirements provides a strong base for further modification. A fully construction- ready plan of conditions meets code requirements. All unit elevations are customizable to allow for variations in exterior materials and door and window fenestration to express individual owners' tastes and community character. This will be achieved by stating the minimum shear wall panel requirements for each exterior wall. Most interior walls will not be used for bearing, allowing further flexibility for the end user. For construction cost, speed, and simplicity, designs are anticipated to utilize truss roof framing.

Consultant's goal will be to express the design intent with a structural system that considers the most material and cost-efficient approach to provide a more implementable, affordable housing solution. This detailed review is typically only achievable with an in-house structural design team where all parties share a mutual goal.

Title 24 energy compliance will be four orientation designs, allowing full implementation across sites. No mechanical and electrical engineering design is anticipated beyond typical line diagrams. Again, design efficiency will be a key parameter for mechanical and electrical design. Consultant is a leader in efficient, sustainable design. We anticipate only one round of plan check revisions and resubmittal.

Consultant anticipates a single City-coordinated review for all departments. The City will be responsible for coordinating plan reviews.

As part of the construction document scope, an ADU application submission template will be developed to allow individual lot-specific submissions and alternate design submissions. The submission template will be developed to be submitted using the City's standard submittal process.

Plans to be produced according to the following criteria:

- All designs shall fully comply with the 2022 California Residential Code, California Code of Regulations,
- Title 24, and Part 2.5
- All designs shall comply with the 2022 California Building Code (CBC), California Code of Regulations, Title 24, and Part 2 for structure(s) or elements(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC
- Minimum Energy Compliance Design Criteria: State Title 24 Energy Compliance documentation in all four primary orientations (north-, south-, east-, and west-facing)
- Climate Zone: 10
- Exterior Wall Insulation: R-15
- Attic Insulation: R-30
- Designed for both heating and cooling: 92 AFUE (Heating); 15 SEER (cooling)

Foundation Design Criteria:

- The foundation design is generally site-specific, although the building code does allow for code minimums and the waiving of site-specific soils geotechnical investigations. The foundation design is provided for building sites that do not exceed a slope of one vertical to three horizontal units
- The design does not assume unstable soil or expansive clay soil:
  - Soil Bearing Pressure: 1,000 PSF (without Geotechnical Report)
  - Lateral Bearing Pressure: 100 PCF
  - Foundation Depth Below Ground Surface: 18 inches minimum
  - Front porch options shall be provided on at least one elevation style of each plan type.

Porch detailing shall include at a minimum:

- Ledger and attachment details
- Porch framing member size, spacing and connection details
- Column size and isolated footing design, including connection details
- Any soffit and finish trim details required to fulfill the design intent

Fire Resistive Construction Details:

- The proposed detached units should be anticipated to be located within four feet of a real or assumed property line on the rear or side elevation

- Therefore, for each of the proposed plan elevations, the rear and side elevations will be designed with options to comply with CRC Table R332.1 (1) Fire Resistance Protection/Rating of exterior Wall elements
- High-severity fire zone details, including:
  - One- (1-) hour fire-rated wall construction detail for each architectural style that would comply with ASTM e119 or ul 263 testing
  - One- (1-) hour fire-rated projection details on the underside of the projection for each architectural plan style and assume a two-foot minimum fire separation distance
  - Design elevation where the opening on the exterior firewalls shall not exceed 25% of the wall area
  - Specifications and details of roofing material and roof sheathing that would comply with a two- (2-) foot minimum fire separation distance

Deliverables:
Each of the four (4) plan sets will include:

- PDF format plan set
- Jurisdictional-specific cover sheet
- Generic site plan with fillable information; no grading, stormwater, or utilities information five (5) feet beyond unit
- Floor plan
- Reverse floor plan
- Foundation plans – slab on grade only
- Floor framing plans – optional task for raised floor design
- Roof plan
- Roof framing/truss plan and profiles - truss roof assumed
- Roof framing plan – optional task for stick framed roof instead of trusses
- Sections; as necessary, maximum of two (2) per unit
- External elevations; one (1) front, two (2) sides, and one (1) rear as plan typical elevations
- Front exterior elevation options; two (2) optional front elevations per plan, with associated details
- Renderings of exterior; one (1) exterior elevation rendering per style for marketing publication provided as individual graphic files
- Recommended external and internal materials
- Architectural and structural details
- Mechanical, electrical, and plumbing plans; limited to line diagram electrical and mechanical, gas isometric only
- T24 Energy calculations (compliant for all building orientations)
- No fire sprinklers plans are to be provided other than designating the requirement for fire sprinklers as applicable
- CALGreen (Title 24/Part 11) requirements sheet

- One (1) plan review cycle is anticipated

Final Delivery Documents:

- 24 x 36 PDF file
- 11 x 17 PDF file (non-scalable)
- Color exterior renderings suitable for marketing and publication
- Illustrative floor plan for marketing and publication
- Schedule: Eight (8) weeks of production time till initial submittal

Meeting:

- One (1) pre-submittal 90% set review meeting

Task A.8: Framed Raised Floor and Stem Wall

Should the County elect to provide a raised framed floor and stem wall foundation option as part of the pre- approved ADU plan sets to address flood zones area, this task can be engaged in designing and detailing the floor and foundation system. The design will be based on the foundation design values in Chapter 18 of the 2022 CBC

Deliverables:

- One (1) meeting with City (virtual) prior to commencement
- Four (4) updated plan sets

Task A.9: Stick Framed Roof Structural Design

The basis of the structural design is a premanufactured roof truss. However, due to the rural nature of your county, an optional task would be to provide a stick-framed roof system consisting of rafters, ridge beams, and ceiling beams. Each element would be designed to the appropriate snow load, resulting in a size range chart on the structural drawings.

Deliverables:

- One (1) meeting with City (virtual) prior to commencement
- Four (4) updated plan sets

Task A.10: Code Updates

Consultant will provide updated sets of the four plans addressing the 2025 code update. This work will be completed
within six months of the County's adoption of the 2025 codes.

Deliverables:

- One (1) meeting with City (virtual) prior to commencement
- Four (4) updated plan sets

Manage The Project

Task A.11: Project Management/Coordination
The foundation of Consultant's practice relies on expert and proactive project management. Successfully accomplishing each unique assignment within the needed timeframe and allocated budget is essential. Consultant focuses on capturing a clear direction on final deliverables and end products at the beginning of a project, establishing a shared understanding of the project with the City and Consultant. This provides an essential project "road map," Consultant develops a critical path schedule, monitoring and updating it regularly throughout the process.

We regularly provide status reports of project progress and coordinate closely with the City's project manager and key Consultant. Consultant views close collaboration as a key mechanism to ensure issues are well-vetted and fully addressed because better projects result from multiple perspectives. In addition, all product deliverables are reviewed internally for quality control purposes before the City submittal.

Consultant has found it helpful to establish mutually agreeable, timely turnaround review times in managing a schedule. One practical approach can be for the City to provide one redlined, marked-up version of comments from its staff so that all comments are reconciled and expedite the revision process. Early consultation with affected agencies and stakeholders is vital for a smooth and efficient process. These approaches reduce potential surprises that can add costs, cause delays, and dilute consensus. In addition, the performance of project managers is evaluated in several ways:

- Monthly review of compliance with project budgets by task by Consultant management and principals. Our Deltek Vision project management and accounting software also allow project managers and principals to track daily time entries and task budgets
- Ongoing oversight by the principal-in-charge regarding contract and schedule adherence as well as overall project progress
- Periodically, report cards are provided to clients to solicit feedback on the project manager and overall project performance
- Annually, project managers are evaluated on the quality of their performance
- Throughout the project process, client feedback is sought by both Consultant project managers and contract
- personnel to ensure satisfaction and provide the opportunity for adjustment if needed

We take project management seriously and are committed to delivering on time and on budget. Consultant may need to coordinate and meet with City, various departments, and interest groups in addition to those specifically outlined in this scope. This will include information teleconferences, meetings, research correspondence, status reports, record keeping, project coordination, electronic file management, preparation for meetings, and all other coordination during the project.

Deliverables:

- PDFs, project administration, and coordination as needed

- Conference calls and emails as needed
- Print sets for plan check submittal and resubmittal

Public Outreach Task
Consultant may support City with the preparation of documents and/or graphics to further support awareness about ADUs, their approval process, and the prototype plans available to the public.

TASK A.12: PUBLICATION MATERIALS
To help establish clear messaging related to the ADU prototype plans, Consultant will develop complementary publication materials that will provide user-friendly information to the public about the process of constructing an ADU on their property. These publication materials may include a series of one-page fact sheets, applicable checklists and/or worksheets, brochures, flyers, mailers, and online images that promote the utilization of the ADU prototype plans. This task includes collaboration with City responsible for printing materials and posting content on the City's website and/or social media channels.

Deliverables:
- Publication materials will include a series of one- (1-) page fact sheets, applicable checklists and/ or worksheets, and brochures, flyers, and mailers. Number of documents and/or graphics are to be determined should this optional task be requested
- Digital images, based on graphics included in the final architectural drawing sets, will be provided in a format suitable for sharing on the City's website and/or social media channels. Number of documents and/or graphics are to be determined should this optional task be requested.

Work Program Assumptions
- Meeting notices: The City is responsible for printing and distributing physical meeting notices when needed. If requested, the costs of providing printing and/or distribution of meeting notices would be on a time and materials basis.
- Meeting attendance: The project budget does not include attendance at public meetings. The costs of additional meeting attendance would be on time and materials. In addition, meetings are assumed to be conducted using a virtual format.
- Draft documents: A draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction.
- Printing: This budget assumes the City will be responsible for printing and distributing documents
- Environmental review: The scope of work requested does not include environmental documentation or clearance pursuant to the California Environmental Quality Act. As such, environmental documentation and technical studies are not included in this work program. However, such documentation would be provided on a time and materials basis if requested.

- Ownership: Upon completion of the final plan review and delivery, the prototype plans will become the
- intellectual property of the city.
- Public Use: Upon final approval, an approved record set will be provided for county records as the Master Plan. Separate sets for public distribution will be provided with county logos and watermarked "APPROVED FOR USE IN THE CITY OF REDLANDS ONLY."
- This proposal assumes the City will own and maintain the approved architect or engineer stamped originals, issue users unstamped copies, and require a hold harmless agreement to be signed by the end user. The wording suggested similar to "By using these permit-ready accessory dwelling unit construction documents, the user agrees to release, hold harmless, and indemnify the City, its elected officials and employees, and the architect or engineer who prepared these construction documents from any claims, liabilities, suits, and demands on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, arising out of the use of these construction documents."

EXHIBIT "B"
PROJECT SCHEDULE

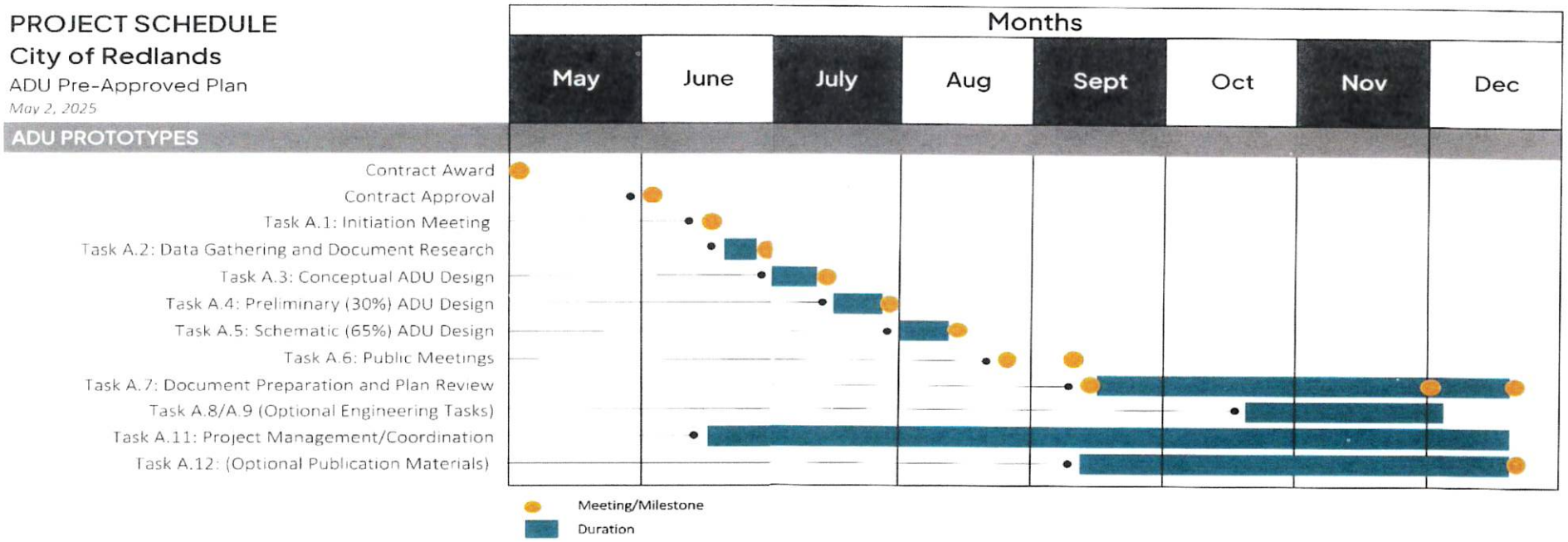


EXHIBIT "C"

FEE SCHEDULE

FEE SCHEDULE
City of Redlands
Four ADU Prototype Plans
May 2, 2025

				RANDY RUSSON	JESSICA MEADOWS	ELIZABETH OCAMPO VIVERO	ISSY COX	PLANNING STAFF	ARCH STAFF	ENG STAFF
				Principal/Project Manager	Structural Engineer	Principal Planner	Job Captain	Planning Production Staff	Architectural Production Staff	Engineering Production Staff
				252 $ per hour	210 $ per hour	225 $ per hour	135 $ per hour	155 $ per hour	120 $ per hour	140 $ per hour
ESTABLISH A STRONG FOUNDATION		**FEE TYPE**	**ESTIMATED FEE**							
A.1	Project Initiation/Kickoff	T&M NTE	$ 1,364	2 $504	1 $210	2 $450	2 $270	0 $0	0 $0	0 $0
A.2	Data Gathering and Document Research	T&M NTE	$ 3,774	2 $504	0 $0	2 $450	4 $540	8 $1,240	8 $1,040	0 $0
		Total:	$ 5,138							
ADU DESIGN		**FEE TYPE**	**ESTIMATED FEE**							
A.3	Conceptual ADU Plans	T&M NTE	$ 2,304	4 $1	0 $0	0 $0	4 $540	0 $0	12 $1,560	0 $0
A.4	Preliminary (30%) ADU Design	T&M NTE	$ 9,256	8 $2,016	0 $0	0 $0	24 $3,240	0 $0	30 $3,900	0 $0
A.5	Schematic (65%) ADU Design	T&M NTE	$ 13,384	12 $3,024	2 $420	0 $0	24 $3,240	0 $0	50 $6,500	0 $0
A.6	Public Meetings	T&M NTE	$ 7,992	16 $4,032	0 $0	0 $0	4 $540	12 $1,860	12 $1,560	0 $0
		Value:	$ 32,436							
ADU CONSTRUCTION DOCUMENTS		**FEE TYPE**	**ESTIMATED FEE**							
A.7	Document Preparation and Plan Review	T&M NTE	$ 56,508	24 $6,048	16 $3,360	0 $0	60 $8,100	0 $0	160 $20,800	130 $18,200
A.8	Raised Floor and Stem Wall (Optional Below)	T&M NTE	$ -	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0
A.9	Framed Roof Design (Optional Below)	T&M NTE	$ -	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0
A.10	Code Updates (Optional Below)	T&M NTE	$ -	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0
		Value:	$ 56,508							
MANAGE THE PROJECT		**FEE TYPE**	**ESTIMATED FEE**							
A.11	Project Management/Coordination	T&M NTE	$ 6,888	24 $6,048	4 $840	0 $0	0 $0	0 $0	0 $0	0 $0
A.12	Public Information Documents (Optional Below)	T&M NTE	$ -	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0	0 $0
		Value:	$ 6,888							

Subtotal	$	100,970
Reimbursable Expenses	$	2,500
Estimated Project Total	$	103,470

Fee Footnote
Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

Reimbursable Expenses
Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates
RRM reserves the right to adjust hourly rates on an annual basis.

OPTIONAL TASKS		**FEE TYPE**	**ESTIMATED FEE**													
A_8	Framed Floor and Stem Wall (Optional)	T&M NTE	$ 8,120	0	$0	12	$2,520	0	$0	0	$0	0	$0	0	$0	40 $5,600
A_9	Framed Roof Design (Optional)	T&M NTE	$ 6,160	0	$0	8	$1,680	0	$0	0	$0	0	$0	0	$0	32 $4,480
A_10	2025 Code Updates (Optional)	T&M NTE	$ 7,455	8	$2,016	8	$1,680	0	$0	0	$0	0	$0	16	$2,080	12 $1,680
A_12	Public Information Documents (Optional)	T&M NTE	$ 10,630	0	$0	0	$0	8	$1,800	8	$1,080	50	$7,750	0	$0	0 $0
A13	4th Elevation Style per plan (Optional)	T&M NTE	$ 7,154	2	$504	8	$210	0	$0	8	$1,080	0	$0	24	$3,120	16 $2,240
		Value:	$ 39,520													

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).

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

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

RRM DESIGN GROUP

By:_____ Date: 6/12/25

Randy Russom, Principal

City Council Meeting **I. 5.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file the Annual Reports for Community Facility District (CFD) No. 2001-1 and Community Facility District (CFD) No. 2003-1 pursuant to Local Agency Special Tax and Bond Accountability Act (SB 165) (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to receive and file the annual reports for CFD 2001-1 and CFD 2003-1 pursuant to the Local Agency Special Tax and Bond Accountability Act (SB165).

RECOMMENDATION:

Not Applicable.

DISCUSSION:

Government Code Section 53411 requires that on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency provides accountability measures that include the issuance of an annual report from the chief fiscal officer to the governing body of the local agency. This report should include a description of the purpose of the bond, the amount of funds collected and expended, and the status of the authorized project. CFD 2001-1 and CFD 2003-1 are the only bond issues that are currently subject to this requirement. The reports cover the period from July 1, 2024, through June 30, 2025.

ALTERNATIVES:

Not Applicable.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Valerie Abrego, Management Analyst

Fiscal Impact

Fiscal Year: 2025

Discussion:

There is no fiscal impact associated with the motion to receive and file this report.

Attachments

CFD 2001-1 Annual Report 2025
CFD 2003-1 Annual Report 2025

CITY OF REDLANDS
COMMUNITY FACILITIES DISTRICT NO. 2001-1
(NORTHWEST DEVELOPMENT PROJECT)
SPECIAL TAX BONDS, SERIES 2001

ANNUAL REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act provides that any local special tax measure that is subject to voter approval on or after January 1, 2001, that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

The City of Redlands issued $9,255,000 in Community Facilities District No. 2001-1 Special Tax Bonds in September 2001. The bonds were issued to finance the acquisition and construction of certain public facilities including streets, storm drain, traffic signals, potable water facilities, non-potable water facilities and sewer facilities required for the development of the property in the district.

Separate accounts have been established with a third party trustee to administer the receipt and subsequent disbursement of the bond proceeds as the City accepts completed improvements. A summary sheet showing the receipt of funds as well as all subsequent disbursements made during the reporting period (from July 1, 2024 to June 30, 2025) is attached as a part of this report. All of the facilities to be funded by CFD No. 2001-1 bond proceeds have been completed.

CITY OF REDLANDS CFD NO. 2001-1
NORTHWEST DEVELOPMENT PROJECT
SB165 FUND SUMMARY

Fund	Beginning Balance as of 7/1/24	Funds Received (7/1/24 through 6/30/25)	Funds Expended (7/1/24 through 6/30/25)	Ending Balance as of 6/30/25
Administrative Expense Fund	$68,306	$23,004	($16,986)	$74,324
Bond Fund	$0	$721,586	($721,586)	$0
Costs of Issuance Fund	$0	$0	$0	$0
Escrow Fund	$0	$0	$0	$0
Improvement Fund	$0	$0	$0	$0
Rebate Fund	$0	$0	$0	$0
Redemption Fund	$0	$0	$0	$0
Reserve Fund	$741,432	$37	($37)	$741,432
Special Tax Fund	$701,269	$759,754	($744,586)	$716,436
Grand Total	$1,511,007	$1,504,381	($1,483,195)	$1,532,193

CITY OF REDLANDS
COMMUNITY FACILITIES DISTRICT NO. 2003-1
(REDLANDS BUSINESS CENTER)
SPECIAL TAX BONDS, SERIES 2004

ANNUAL REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act provides that any local special tax measure that is subject to voter approval on or after January 1, 2001, that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

The City of Redlands issued $9,545,000 in Community Facilities District No. 2003-1 Special Tax Bonds in March 2004. The bonds were issued to finance the acquisition and construction of certain street improvements, sewers, storm drains, water distribution facilities, and other public improvements to be owned and operated by the City of benefit to the property in the district.

Separate accounts have been established with a third party trustee to administer the receipt and subsequent disbursement of the bond proceeds as the City accepts completed improvements. A summary sheet showing the receipt of funds as well as all subsequent disbursements made during the reporting period (from July 1, 2024 to June 30, 2025) is attached as a part of this report. All of the facilities to be funded by CFD No. 2003-1 bond proceeds have been completed.

CITY OF REDLANDS CFD NO. 2003-1
REDLANDS BUSINESS CENTER
SB165 FUND SUMMARY

Fund	Beginning Balance as of 7/1/24	Funds Received (7/1/24 through 6/30/25)	Funds Expended (7/1/24 through 6/30/25)	Ending Balance as of 6/30/25
Administrative Expense Fund	$70,496	$20,504	($17,017)	$73,983
Bond Fund	$1,093	$789,136	($789,090)	$1,139
Costs of Issuance Fund	$0	$0	$0	$0
Escrow Fund	$0	$0	$0	$0
Improvement Fund	$0	$0	$0	$0
Reserve Fund	$915,421	$46	($46)	$915,421
Special Tax Fund	$641,337	$734,855	($809,590)	$566,602
Grand Total	$1,628,348	$1,544,540	($1,615,743)	$1,557,145

City Council Meeting **I. 6.**

DATE: 12/02/2025

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 $35,368.22 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce 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 desires to provide in-kind support for this event, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize the expenditure of city resources and in-kind support, and temporary street closure related to this event to be held on December 31, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the New Year's Eve (NYE) Orange Drop, scheduled on December 31, 2025, be exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $35,368.22, including costs for personnel, equipment, and related services.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. However, 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 Chamber of Commerce (Chamber) is a registered non-profit organization based in the City of Redlands. They are requesting to host their NYE Orange Drop celebration in downtown Redlands on December 31, 2025, from 6:00 p.m. to 9:00 p.m. This will be their 6th year holding this event, and the Chamber intends to provide a free family-friendly event featuring live music, vendors, performers, food, and a kids' zone that will include jumpers, face painters and other children's activities. The evening's entertainment, including performances and a live DJ, will culminate in the signature Orange Drop at 9:00 p.m.

The Chamber has submitted a request for approval to temporarily close specific streets in the downtown area on December 31, 2025, to accommodate the event. Proposed closures include:

- Citrus Avenue between 6th Street and Olive Avenue; 6th Street, 7th Street, & 8th Street between Citrus Ave and E. State Street.

The requested closure times are as follows:

- Citrus Avenue: 8:00 a.m. on December 31, 2025, to 8:00 a.m. on January 1, 2026, allowing adequate time for cleanup by street sweepers and city staff before reopening to traffic.
- 6th, 7th, and 8th Streets: 9:00 a.m. on December 31, 2025, to 2:00 a.m. on January 1, 2026.

Additionally, the Chamber is requesting in-kind support in the amount of $35,368.22 for departmental resources, including Police and Facilities and Community Services (FCS) personnel. Per the Chamber's application, they anticipate 6,000 attendees, with participation from more than 20 vendors.

Previously, the City Council approved $25,778.00 in in-kind support for last year's NYE Orange Drop event, hosted on December 31, 2024. The Chamber envisions this year's celebration as a community-centered gathering that promotes Downtown Redlands' businesses, enhances local economic activity, and showcases regional talent. The event aims to attract visitors from across the East Valley and Inland Empire, providing exposure and business opportunities for local merchants and vendors.

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, and 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 Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
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:	$35,368.22
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request
Event Map
Event Flyer
Verification of Non-Profit
Street Closure Permit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: Redlands Chamber New Year's Eve Orange Drop

Event Date(s): 12/31/2025 **Location(s):** Citrus Ave - West of 6th St and East of 9th St.

Rain Out Date: N/A **Beginning Time:** 6PM **End Time:** 9PM

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.

We are requesting a street closure on Citrus between 6th and 9th. We are also requesting the same support received in years past for FCS, including equipment pick-up/drop off & portable toilets rentals

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Personnel, barricades, no-parking signs, and a signboard on Citrus and Orange
- [x] Police (*Public Safety Personnel*) — Public Safety Personnel
- [x] Fire (*Paramedics, Inspectors*) — On-site first-aid if necessary
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — 20 trash bins, generator
- [ ] 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 Chamber of Commerce

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

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

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

Primary Contact Name & Title: Evan Sanford, Executive Director

Mailing Address: 47 N. First St., Redlands, CA 92373

Phone Number: 909-793-2546 **E-Mail Address:** director@redlandschamber.org

Updated 6/2021

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

Positive outcomes for your organization from this

The NYE Orange Drop is a way for the Chamber, and the business community, to give back to Redlands. As a free to attend event, this allows the chamber to thank community members for supporting local businesses.

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

This event brings people to the Downtown Core, and because it ends at 9PM, people have the option of continuing the celebration at any number of the restaurants in Redlands. Advertising will go further than just Redlands to invite the I.E. to join us for this event. The goal is to provide good will and positive economic impact for the City.

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	5,000	4,250	24
Attendance: Non-Residents	1,000	750	2
Food & Beverage Sales	$0	$0	Unknown
Merchandise Sales	$2,000	$1,700	N/A
Ticket/Entrance Fees	N/A	N/A	$200 or $100
Other	$50,000 in sponsorships	$45,000 in sponsorships	N/A
Total Revenue	$0	$(5,000)	N/A

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

Signature: Evan Sanford **Title:** Executive Director

Please Print Your Name: Evan Sanford **Date:** 4/23/25

To Be Completed by the City of Redlands

Date Received: 04/30/25 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:

Redlands Chamber NYE Orange Drop Layout



1

VIP PARKING

REDLANDS

NEW YEARS EVE

ORANGE DROP

PRESENTED BY THE REDLANDS CHAMBER

SCAN ME

6PM-9PM **12/31/25** **FREE**

COUNTDOWN CEREMONY WILL BEGIN AT 8:50PM

Citrus Ave. between 6th & 8th

Food Vendors **YMCA Kids Zone**

Music & Performances **AND MORE!**

THANK YOU TO OUR SPONSORS

REDLANDS CHAMBER OF COMMERCE

EIN: | United States

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2022 Form 990O**
- **Tax Year 2021 Form 990O**
- **Tax Year 2020 Form 990EO**
- **Tax Year 2019 Form 990O**
- **Tax Year 2018 Form 990O**
- **Tax Year 2017 Form 990O**
- **Tax Year 2016 Form 990O**

Event: NYE Orange Drop Date: 12/31/25

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Redlands Chamber of Commerce

To close (street names) Citrus Ave.; 6th, 7th, & 8th streets between Citrus and State

Between (street names) East of 6th St. to East of 8th St; 8th St., 7th St., 6th St., - State St. to Citrus Ave.

Day & date 12/31/25 **Event times -** from (time) 6 ☐ am ☑ pm to (time) 9 ☐ am ☑ pm

Address of Applicant: 47 N. First St., Redlands, CA 92373 Phone No: 909-793-2546

Signature of Applicant: Evan Sanford Applicant Name (print): Evan Sanford

Condition(s);**set up & clean up time required**: No parking/sign board posted 2 days before, barricades up at 9AM that morning. Tear down barricades at 11:30PM

Event Description: The family-friendly event of the year with food vendors, a kids zone, a DJ, and performances all leading up to the orange dropping at 9PM to ring in the New Year.

FOR OFFICE USE ONLY

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

1. Kenneth Dell — Chief of Police — Date: 10/6/25
2. for DY — Municipal Utilities & Engineering Department — Date: 10/09/25
3. — Facilities & Community Services Department — Date: 9/25/25
4. — Risk Management Division — Date: 10/8/25

Street Closure time: From 8 12/31/25 ☒ am ☐ pm To 8 1/1/26 ☒ am ☐ pm

Staff Notes:

STREET CLOSURES WILL REMAIN IN PLACE FROM 8 AM 12/31/25 TO 8 AM 1/1/26 TO ALLOW TIME FOR BLOWING & SWEEPER UNITS.

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]	$9,984.00	Hard Cost	$8,904.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$7,200.00	Hard Cost	$5,400.00
Personnel & Equipment Subtotal	**$17,184.00**		**$14,304.00**
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$18,184.22	Soft Cost	$11,474.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$18,184.22**		**$11,474.00**
Total Departmental Charges and Fees	**$34,643.00**		**$25,778.00**
	$17,184.00 **$18,184.22** **$35,368.22**	Hard Cost Soft Cost Total	**$14,304.00** **$11,474.00** **$25,778.00**

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

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

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$270,675.65	$19,269.63	$0.00	$289,945.28	$289,945.28

City Council Meeting **I. 7.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request in the amount of $5,860.83 for the street closure related to the Redlands Bowl Christmas Under the Stars event hosted on December 12, 2025, by the Redlands Bowl Performing Arts, 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 desires to provide in-kind support for this event, 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 and approve the expenditure of City resources and in-kind support in the amount of $5,860.83; and

3. I move to authorize and approve the temporary street closures detailed in the staff report for the Redlands Bowl Christmas Under the Stars event, which will be held on December 12, 2025.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly regarding the request for in-kind support and the temporary street closures. Staff further recommends City Council determine that authorization for items related to the Redlands Bowl Christmas Under the Stars Event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA).

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. However, 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 Bowl Performing Arts (RBPA) is preparing its annual Christmas Under The Stars Concert, scheduled to take place on December 12, 2025, from 7:30 p.m. to 10:00 p.m., with the show starting at 8:00 pm. The anticipated attendance for the Redlands Bowl Christmas Under the Starts event is approximately 5,000 attendees. RBPA is also requesting in-kind support totaling $5,860.83 for the street closure related to this event. The RBPA is a registered 501(c) non-profit organization operating out of the City of Redlands. The City Council has approved similar requests for past events.

Street closures include Eureka Street, starting at Brookside Avenue, south to Olive Avenue; and Grant Street, starting at Brookside Avenue, south to Olive Avenue; and W. Vine Street from Cajon Street to Eureka Street. All street closure signs will be in place between the times of 7:00 p.m. and 10:30 p.m and street closure will begin at 7:30 p.m. to 10:00 p.m.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), Accessory Structures Class 11 facilities, consists of the construction or replacement of 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

REVIEWED BY:
Charles M. Duggan Jr., City Manager
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:	$5,860.83
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

Street Closure Permit
Street Closure Map
Fiscal Impact
Verification of Non-Profit

Event: Redlands Bowl Christmas Under the Stars Date: 10/6/25

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 Bowl Performing Arts

To close (street names) Eureka St. (Starting by the Library all the way down to Vine St. and down to Olive St. and Grant St. (Starting by Joslyn Center up to Olive St.)

Between (street names) _____

Day & date 12/12/25 **Event times -** from (time) 7:30 ☐ am ☑ pm to (time) 10:00 ☐ am ☑ pm

Address of Applicant: 168 S Eureka St. Redlands CA 92373 Phone No: 909-793-7316

Signature of Applicant: Raya Pedroza Applicant Name (print): Raya Pedroza

Condition(s);**set up & clean up time required**: _____

Event Description: _____

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — Date 10/7/25
2. _____ Municipal Utilities & Engineering Department — Date 10/15/25
3. _____ Facilities & Community Services Department — Date 10/7/25
4. _____ Risk Management Division — Date 10/15/25

Street Closure time: From 7:30 ☐ am ☒ pm To 10:30 ☐ am ☒ pm

Staff Notes:

CITY STAFF WILL ERECT & REMOVE BARRIERS FOR CLOSURE

RCMA Christmas Event



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]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$700.83	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,800.00	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$2,500.83**		**$0.00**
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$3,360.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$3,360.00**		**$0.00**
Total Departmental Charges and Fees	**$5,860.83**		**$0.00**
	$2,500.83 **$3,360.00** **$5,860.83**	Hard Cost Soft Cost Total	**$0.00** **$0.00** **$0.00**

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

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

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$270,675.65	$19,269.63	$0.00	$289,945.28	$289,945.28

Redlands Community Music Association Inc.

EIN: | Redlands, California, United States

Other Names

REDLANDS COMMUNITY MUSIC ASSOCIATION

REDLANDS COMMUNITY MUSIC ASSOCIATION INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2022 Form 990T**
- **Tax Year 2021 Form 990**
- **Tax Year 2021 Form 990T**
- **Tax Year 2020 Form 990**

- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990
- Tax Year 2017 Form 990T
- Tax Year 2016 Form 990
- Tax Year 2016 Form 990T
- Tax Year 2016 Form 990T
- Tax Year 2015 Form 990

City Council Meeting **I. 8.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services - Public Guardian for the use of designated spaces at the Ediberto & Gloria Flores Senior Center and the Joslyn Senior Center and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services - Public Guardian is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061(b)(3); and

2. Approve the Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services - Public Guardian for the use of designated spaces at the Ediberto & Gloria Flores Senior Center and the Joslyn Senior Center.

RECOMMENDATION:

Staff recommends that the City Council approve the Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services - Public Guardian. In addition, staff recommends that the City Council determine that approval of the Agreement is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061(b)(3).

DISCUSSION:

The City of Redlands ("City") owns and operates the Ediberto & Gloria Flores Senior Center, located at 111 West Lugonia Avenue, and the Joslyn Senior Center, located at 21 Grant Street. These facilities provide programs, services, and resources designed to enhance the well-being of older adults within the community.

The San Bernardino County Department of Adult and Aging Services – Public Guardian ("User") seeks to utilize designated spaces within these facilities to provide outreach and supportive services to senior citizens. These services include, but are not limited to, the distribution of resources, referrals, participation in resource fairs, and other approved senior support activities.

City staff has determined that waiving rental and attendant fees is appropriate because the services offered are free to participants, align with the City's mission to support older adults, and directly benefit the community by removing barriers to access. This agreement represents a strategic partnership that leverages City-owned facilities to deliver public benefits supporting seniors' independence, health, and quality of life.

The proposed Facility Use Agreement is for a five-year term. Use of the facilities will be non-exclusive and subject to scheduling coordination with the Facilities and Community Services Department to ensure compatibility with existing programs and activities.

Approval of this Facility Use Agreement is categorically exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3), which applies to the leasing of existing facilities. The proposed use does not involve any expansion of the facilities' current or prior use.

ALTERNATIVES:

The City Council may deny the approval of the Facility Use Agreement.

STRATEGIC PLAN:

Supports Objective A: Quality of Life.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

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

PREPARED BY:
Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2025-26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$0.00
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:

Should the agreement be approved, the facility rental and attendant fees will be waived. All services will be provided by the User's personnel, resulting in no additional cost to the City.

Attachments

1. Agreement

`

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 2nd day of December, 2025 (“Effective Date”), by and between the City of Redlands, a municipal corporation ("City"), and the San Bernardino County Department of Adult and Aging Services - Public Guardian, a public agency (“User”). City and User are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, the City owns and operates senior facilities including the Ediberto & Gloria Flores Senior Center located at 111 West Lugonia Avenue and the Joslyn Senior Center located at 21 Grant Street, in the City of Redlands (collectively the “Premises”) , which are maintained for the purpose of providing programs, services, and resources to enhance the well-being of older adults in the community; and

WHEREAS, User desires to use designated spaces within the Premises to provide outreach and supportive services to senior citizens, including but not limited to: providing senior citizens in the community with the distribution of supportive services, providing resource referrals, and holding resource fairs. as well as any other future services that may be needed by the User, with approval by the City (the “Services”); and

WHEREAS, the City has determined that waiving the rental and attendant fees for the Premises is appropriate because the Services offered by the User are free to participants, align with the City’s mission of supporting older adults, and directly benefit City’s residents by removing barriers to access; and

WHEREAS, this Agreement represents a strategic partnership that leverages the city-owned Premises to deliver significant public benefits, ensuring that senior citizens have convenient, neighborhood-based access to services that enhance their independence, health, and overall quality of life without additional cost burdens to the community.

ARTICLE 1. PREMISES

1.1 City agrees to permit User to use on a non-exclusive basis the Redlands Community Senior Centers (collectively the “Premises”):

- **Ediberto & Gloria Flores Senior Center**, 111 West Lugonia Avenue, Redlands, California, specifically, the Grand View classroom, consisting of approximately 500 square feet, and

- **The Joslyn Senior Center**, 21 Grant Street, Redlands, CA 92373, room to be determined, on the terms and conditions hereinafter set forth.

ARTICLE 2. TERM

2.1. This Agreement shall be for a term of five (5) years commencing on its Effective Date, unless earlier terminated as provided for herein.

2.2. Either Party may terminate this Agreement, without cause, by providing at least ninety (90) days prior written notice to the other Party specifying the date for termination of this Agreement.

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ARTICLE 3. RENTAL FEE

3.1. Based on the public purpose set forth in the Recitals herein, City will waive the per hour facility rental fee, and the per hour staff attendant fee, in connection with the User's use of the Premises during the term of this Agreement.

ARTICLE 4. USE OF PREMISES

4.1. The Premises shall be used for the exclusive purpose of providing the Services by User to senior citizens. User shall not use or permit the Premises to be used for any other purpose without the prior written consent of City. User agrees to utilize the Premises in a manner that maintains functionality of the Premises for other programming as needed.

4.2 During the term of this Agreement, User 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, rules and regulations, and in a safe and business-like manner.
User may use the Premises on the days and times to be determined by the Parties in writing, subject to availability and space. User agrees to request approval from the Facility and Community Services Director for specific dates and times and shall request approval a minimum of four (4) weeks in advance of requested date(s).

4.3. User shall assume full responsibility for its and its employees' personal property used at or bought to the Premises, and shall defend, indemnify and hold City harmless for any theft or damage relating to User 's or User's employees' personal property.

4.4. User 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. User shall be responsible for ensuring all of its employees, agents, and volunteers meet County Health Department requirements for food handling and preparation. User shall not place anyo locks on the interior or exterior of the Premises without the written permission of City's Facilities and Community Services Director.

4.5. User shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.

4.6 User shall not commit, or permit the commission by others, of any waste on the Premises. User shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and User shall not use or permit the use of the Premises for any unlawful purpose.

4.7 User shall provide the Services with its own employees, contractors, agents and volunteers, and shall not utilize city officials, employees or volunteers to provide the Services. User's employees, agents and volunteers shall be background checked as required under law.

ARTICLE 5. INDEPENDENT CONTRACTOR

5.1. It is the express intention of the Parties that User is, and shall remain during the term of this Agreement, an independent contractor and not be an agent or employee of City. User represents to City that it is free from the control of City as to how User's Services is provided to the public; the Services provided by User is not part of City's business operations, User

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is providing the same or similar Services to other persons and entities through User's business operation, or through other businesses; and that User agrees that the Services conducted within the Premises is not User's sole source of business. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, joint venturer, or partnership between User and City. The Parties acknowledge that User's employees are not employees of the City for State tax, Federal tax, or any other purpose.

ARTICLE 6. COMPLIANCE WITH LAWS

6.1 User shall, at User'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 User 's use and occupancy of the Premises in connection with User's provision of Services 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 User in a proceeding brought against User by any government entity that User has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and User and shall constitute grounds for termination of this Agreement by City.

ARTICLE 7. INDEMNITY AND INSURANCE

7.1 A. User 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 User's negligent acts or omissions, and the willful misconduct of User, and that of User's agents, employees and invitees, during User 's occupation and use of the Premises for the provision of Services during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.

B. City and User are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, Worker's Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverages or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this agreement, Prior to occupancy of the Premises, User shall provide City with "Exhibit A" titled "Workers Compensation Insurance Certification which is attached hereto and incorporated by reference herein.

ARTICLE 8. TAXES AND UTILITIES

8.1 City shall pay, and hold User 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. User shall pay, and hold City free and harmless from, all charges for telephone usage by User 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

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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 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	SAN BERNARDINO COUNTY
Jeanne Donaldson, City Clerk	Jessica Barajas
City of Redlands	Purchasing
35 Cajon Street	Supervising Buyer
P.O. Box 3005 (Mailing)	777 E. Rialto Avenue
Redlands, CA 92373	San Bernardino, CA 92415
jdonaldson@cityofredlands.org	Jessica.Barajas@pur.sbcounty.gov
(909) 798-7531	(909) 387-2065

ARTICLE 11. MISCELLANEOUS

11.1. User 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 User 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 User respecting User's use of the Premises, and sets forth the obligations of City and User 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.

ARTICLE 12. ELECTRONIC SIGNATURES

12.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request

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IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

CITY OF REDLANDS	SAN BERNARDINO COUNTY
_____	_____
Mario Saucedo, Mayor	Jessica Barajas, Supervising Buyer
ATTEST	APPROVED TO LEGAL FORM
_____	_____
Jeanne Donaldson, City Clerk	Jacqueline Carey-Wilson, Deputy County Counsel

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EXHIBIT "A"

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.

SAN BERNARDINO COUNTY

By:_____ Date:_____
Jessica Barajas, Supervising Buyer

City Council Meeting **I. 9.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8736 to receive an annual report of City of Redlands surplus lands (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to adopt Resolution No. 8736.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8736 declaring certain City-owned properties classified as "not surplus" or "exempt property", and determine that adoption of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Assembly Bill (AB) 1486 was approved by the State Legislature and signed by the Governor in the Fall of 2019. AB 1486 made various amendments to Government Code Sections 54220 *et seq*., concerning the process for disposition of surplus land by cities and other local agencies. These new laws became effective on January 1, 2020. As such, these new laws require the City to annually report on surplus land held by the City. The intent of this legislation, is to improve the process for providing notice of surplus land to facilitate the development of affordable housing around the State. The new law requires that any land "not necessary for the agency's use" be declared surplus.

Prior to the disposition of the land, "Agency's use" is defined in the new law as land that is used or planned to be used for the agency's work or operations,

such as a water treatment plant, park, detention basin, or other agency use. The state law definition of “Agency use” expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the new law.

Resolution No. 8736 includes Exhibit "A", a table of properties that are not surplus, and for which the agency has a use. Exhibit "B" includes a table of exempt properties with the criteria for exemption.

Adoption of Resolution No. 8736 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA). This section states that a project is exempt from CEQA if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The recommended action is consistent with this section as it only identifies certain property as not surplus and will not have a physical effect on the environment.

ALTERNATIVES:

This report is required by State Regulations.

STRATEGIC PLAN:

Not Applicable

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
Chris Boatman, Assistant City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services Department

Fiscal Impact

Discussion:

There is no fiscal impact related to approval of this Resolution.

Attachments

A. Resolution No. 8736

RESOLUTION NO. 8736

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING CERTAIN CITY-OWNED REAL PROPERTIES NOT SURPLUS PURSUANT TO GOVERNMENT CODE SECTION 54220, ET SEQ.

WHEREAS, the Surplus Property Land Act, Government Code Section 54220, et seq., defines surplus property as land owned by any local agency that is not necessary for the agency's use; and

WHEREAS, staff has completed a review of City-owned property and has identified certain sites that may not be necessary for the City's use as defined in state law; and

WHEREAS, the passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action is therefore exempt from further environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act guidelines; and

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

Section 1. The City Council hereby determines that approval of this Resolution is exempt from further environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act guidelines as approval of this resolution will not cause a direct physical change to the environment, nor a reasonably foreseeable indirect physical change to the environment.

Section 2. The City Council hereby declares that those certain City-owned properties, and any rights, title, and interest therein, listed in Exhibit "A," attached hereto and incorporated by this reference, are necessary for the City's use and are declared not surplus.

Section 3. The City Council hereby declares that those certain City-owned properties, and any rights, title, and interest therein, listed in Exhibit "B," attached hereto and incorporated by this reference, are exempt from Articles II and III of Government Code Section 54220, et seq.

Section 4. This Resolution shall take effect take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 2nd day of December 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 regular meeting thereof held on the 2nd day of December 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

EXHIBIT "A"

	APN	Address	Agency Use
1	016701104	8195 ALABAMA ST	Settling Pond
2	016701109	ALABAMA ST & SANTA ANA RIVER	Rock, Sand and Gravel Production
3	016705104	Between Church/Orange, San Bdno/PA	COMMUNITY PARK/FIELD
4	016708146	RIVERVIEW DR & CHURCH ST	Open Space
5	016710115	1660 TEXAS ST	Reservoir
6	016710116	TEXAS ST & SAN BERNARDINO AVE	Citrus
7	016715122	10 W PENNSYLVANIA AVE	Fire Station
8	016716106	1535 N CHURCH ST	Park
9	016716108	1521 N CHURCH ST	Park
10	016717101	1321 TEXAS ST	Reservoir/Park
11	016724215	1251 CLAY ST	Boys & Girls Club
12	016724217	1251 CLAY ST	Boys & Girls Club
13	016724316	111 W LUGONIA AVE	Community Center
14	016739107	EASEMENT - W. OF ALABAMA & E. OF CALIFORNIA	City Citrus Groves (By Landfill)
15	016739108	1950 NEVADA ST	Wastewater
16	016739111	1950 NEVADA ST	Wastewater/Landfill
17	016741201	RIVERVIEW DR & CLEMENTINE ST	Park
19	016742243	TEXAS ST & DOMESTIC AVE	Greenbelt
20	016751111	2401 W SAN BERNARDINO AVE	Citrus
21	016751112	2401 ALMOND AVE	Citrus
22	016784173	RIVERVIEW DR & KINGSBURY DR	Open Space
23	016786119	RIVERVIEW DR & GLOVER ST	Open Space
24	016786155	RIVERVIEW DR & BROOKSTONE ST	Open Space
25	016789126	140 W. RIVERVIEW DR	PARK
26	016803108	SESSUMS DR & WABASH AVE	Airport
27	016803110	SESSUMS DR & WABASH AVE	Airport
28	016803112	1551 SESSUMS DR	Airport
29	016803121	1790 N DEARBORN ST	Park
30	016803122	1790 N DEARBORN ST	Park
31	016804119	1625 SESSUMS DR	Airport
32	016804121	1745 SESSUMS DR	Airport
33	016804125	SESSUMS DR & WABASH AVE	Airport
34	016804145	1790 N DEARBORN ST	Park
35	016804146	1790 N DEARBORN ST	Park
36	016804149	1655 SESSUMS DR	Airport
37	016804153	1795 SESSUMS DR	Airport
38	016804160	1755 SESSUMS DR	Airport
39	016807102	1790 N DEARBORN ST	Park
40	016807172	SESSUMS & DEARBORN	Citrus

	APN	Address	Agency Use
41	016809102	1790 N DEARBORN ST	Park
42	016809105	1790 N DEARBORN ST	Park
43	016809109	1790 N DEARBORN ST	Park
44	016812102	SAN BERNARDINO AVE & JUDSON ST	Citrus
45	016816108	300 E LUGONIA AVE	Citrus
46	016831108	SESSUMS DR & WABASH AVE	Airport
47	016832111	CRAFTON AVE & ANZIO AVE	Water Treatment
48	016834102	1330 AMETHYST ST	Clubhouse
49	016834301	MILL CREEK RD & MENTONE AVE	Well Site
50	016835105	MILL CREEK RD & JULIAN DR W	Spreading Basin
51	016835107	MILL CREEK RD & PLUMMERS LN	Intake Structure for Tate
52	016835108	MILL CREEK RD & PLUMMERS LN	Intake Structure for Tate
53	016836201	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
54	016836202	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
55	016836203	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
56	016836205	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
57	016836301	34001 MILL CREEK RD	Existing/Future Utilities
58	016836302	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
59	016836303	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
60	016873126	DEARBORN ST & FOOTHILL WAY	Citrus
61	016873127	DEARBORN ST & SAN BERNARDINO AVE	Citrus
62	016874179	DEARBORN ST & FOOTHILL WAY	Citrus
63	016874180	DEARBORN ST & FOOTHILL WAY	Citrus
64	016874181	CAPRI & GRANITE ST	Citrus
65	016875157	SAN BERNARDINO AVE & DEARBORN ST	Citrus
66	016875158	SAN BERNARDINO AVE & DEARBORN ST	Citrus
67	016875160	DEARBORN ST & FOOTHILL WAY	Citrus
68	016877151	CAPRI & GRANITE ST	Citrus
69	016879129	1320 REVELATION WAY	Citrus
70	016879130	LUGONIA AVE & REVELATION WAY	Citrus
71	016880139	VALLEY FALLS AVE & WABASH AVE	Citrus
72	016880140	1781 VALLEY FALLS AVE	Citrus
73	016889121	JUDSON ST & PIONEER AVE	Citrus
74	016889122	JUDSON ST & LUCAS LN	Park
75	016889123	JUDSON ST & LUCAS LN	Park
76	016889127	JUDSON ST & PIONEER AVE	Park
77	016890168	ADELINE AVE & SAN BERNARDINO AVE	Citrus
78	016890170	ADELINE AVE & PENNSYLVANIA AVE	Citrus
79	016890172	ADELINE AVE & PENNSYLVANIA AVE	Citrus
80	016891153	PENNSYLVANIA AVE & SHANNON AVE	Greenbelt
81	016891154	PENNSYLVANIA AVE & ADELINE AVE	Greenbelt
82	016891155	PENNSYLVANIA AVE EAST OF JUDSON ST	Citrus

	APN	Address	Agency Use
83	016892155	1443 GALWAY AVE	Park
84	016909113	1006 OXFORD DR	Quad
85	016930130	5TH ST & REDLANDS BLVD	Parking Lot
86	016932103	CHURCH ST & CENTRAL AVE	Public Facility
87	016935101	1270 W PARK AVE	City Yard
88	016935104	1267 W REDLANDS BLVD	Public Facility
89	016935105	1270 W PARK AVE	City Yard
90	016935106	1270 W PARK AVE	City Yard
91	016935107	KANSAS ST & REDLANDS BLVD	Public Facility
92	017008209	939 E HIGH AVE	Public Facility
93	017008301	UNIVERSITY ST & COLTON AVE	Park
94	017008303	UNIVERSITY ST & COLTON AVE	Park
95	017014207	525 N UNIVERSITY ST	Park
96	017014208	UNIVERSITY ST & COLTON AVE	Park
97	017014209	UNIVERSITY ST & COLTON AVE	Park
98	017014210	UNIVERSITY ST & COLTON AVE	Park
99	017018144	Church St & Stuart Ave	Public Facility
100	017023125	CHURCH ST & CENTRAL AVE	High School
101	017028116	1490 SYLVAN BLVD	Park
102	017028118	1450 SYLVAN BLVD	Park
103	017028120	1446 SYLVAN BLVD	Park
104	017030206	500 N DEARBORN ST	Reservoir
105	017030217	DEARBORN ST & SYLVAN BLVD	Reservoir
106	017030218	500 N DEARBORN ST	Reservoir
107	017031102	WABASH AVE & COLTON AVE	Park
108	017031104	WABASH AVE & INDEPENDENCE AVE	Park
109	017031106	WABASH AVE & COLTON AVE	Park
110	017031231	WABASH AVE & INDEPENDENCE AVE	Park
111	017037501	SYLVAN BLVD & LINCOLN ST	Flood Control
112	017046102	LARAMIE AVE & LINCOLN ST	Park
113	017046103	LARAMIE AVE & LINCOLN ST	Park
114	017046104	LARAMIE AVE & LINCOLN ST	Park
115	017102103	REDLANDS BLVD & NEW YORK ST	Park
116	017102109	NEW YORK ST & REDLANDS BLVD	Park
117	017102112	REDLANDS BLVD & TEXAS ST	Parking Lot
118	017106217	REDLANDS BLVD & 5TH ST	Parking Lot
119	017108801	525 E CITRUS AVE	Fire Station
120	017113216	300 E STATE ST	Public Facility
121	017124101	PARKWOOD DR & GLENWOOD DR	Park
122	017124201	PARKWOOD DR & GLENWOOD DR	Park
123	017124301	PARKWOOD DR & GLENWOOD DR	Park
124	017124406	GRANT ST & GLENWOOD DR	Redlands Bowl

	APN	Address	Agency Use
125	017124407	GRANT ST & GLENWOOD DR	Redlands Bowl
126	017124430	168 S EUREKA ST	Public Facility
127	017126101	30 CAJON ST	Police Annex
128	017127111	35 CAJON ST	Civic Center
129	017127113	35 CAJON ST	<Null>
130	017129101	125 W VINE ST	Library
131	017129120	173 S EUREKA ST	Clubhouse
132	017209118	OLIVE AVE & MELBURY PL	Citrus
133	017209119	OLIVE AVE & MELBURY PL	Citrus
134	017209120	OLIVE AVE & MELBURY PL	Citrus
135	017401402	1352 PROSPECT DR	Park
136	017401403	1352 PROSPECT DR	Park
137	017401404	HIGHLAND AVE & CAJON ST	Citrus
138	017401405	HIGHLAND AVE & CAJON ST	Citrus
139	017401406	1352 PROSPECT DR	Park
140	017402304	PROSPECT ST & FOUNTAIN AVE	Citrus
141	017406208	REDLANDS BLVD & FORD ST	Well Site
142	017407111	FRANKLIN AVE & CAJON ST	Park
143	017414125	PARKFORD DR & MARSHALL ST	Park
144	017414201	PARKFORD DR & MARSHALL ST	Park
145	017422141	5TH ST & MARION RD	Citrus
146	017425203	SUNSET DR & SOUTH AVE	Reservoir
147	017425206	SUNSET DR & FELISA CT	Reservoir
148	017428124	851 WABASH AVE	Open Space
149	017428126	WABASH AVE & PANORAMA DR	Open Space
150	017428128	WABASH AVE & PANORAMA DR	Open Space
151	017465135	5TH AVE & WABASH AVE	Greenbelt
152	017501135	SMILEY HEIGHTS DR & CALLE DE LAS PALMAS	Reservoir
153	017501162	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
154	017501176	447 SAN TIMOTEO CANYON RD	Open Space
155	017501177	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
156	017512211	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
157	017513101	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
158	017513114	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
159	017513118	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
160	017513119	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
161	017513120	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
162	017513121	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
163	017513124	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
164	017514208	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
165	017514210	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
166	017514434	1540 ALESSANDRO RD	Cemetery

	APN	Address	Agency Use
167	017514435	1540 ALESSANDRO RD	Cemetery
168	017524103	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
169	017525111	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
170	017526103	1540 ALESSANDRO RD	Cemetery
171	017526107	1540 ALESSANDRO RD	Cemetery
172	017526204	ALESSANDRO RD & W SUNSET DR	Cemetery
173	017537122	ARROYO CREST & SMILEY HEIGHTS DR	Reservoir
174	017603309	MARGARITA DR & MARILYN LN	Reservoir
175	017603310	MARGARITA DR & MARILYN LN	Reservoir
176	017603311	MARGARITA DR & MARILYN LN	Reservoir
177	017607418	1716 GARDEN ST	Fire Station
178	017613401	MARIPOSA DR & W SUNSET DR	Park
179	017613402	MARIPOSA DR & W SUNSET DR	Park
180	017613405	MARIPOSA DR & W SUNSET DR	Park
181	017613406	MARIPOSA DR & W SUNSET DR	Park
182	017613407	MARIPOSA DR & W SUNSET DR	Park
183	017613408	MARIPOSA DR & W SUNSET DR	Park
184	017613502	1741 CHAPPARAL RD	Park
185	017615112	MARIPOSA DR & W SUNSET DR	Park
186	017619212	COUNTRY CLUB DR & VERDE VISTA DR	Reservoir
187	028123227	DAVIDSON ST & CURTIS ST	Well Site
188	028123228	DAVIDSON ST & CURTIS ST	Well Site
189	029117206	RIVERVIEW DR & ORANGE ST	Well Site
190	029117207	RIVERVIEW DR & ALTA ST	Citrus
191	029117212	RIVERVIEW DR & CAVE ST	Well Site
192	029117213	RIVERVIEW DR & GLOVER ST	Well Site
193	029118113	RIVERVIEW DR & RIVERBEND RD	Well Site
194	029120103	SESSUMS DR & WABASH AVE	Airport
195	029120104	SESSUMS DR & WABASH AVE	Airport
196	029120105	SESSUMS DR & WABASH AVE	Airport
197	029120106	SESSUMS DR & WABASH AVE	Airport
198	029120107	SESSUMS DR & WABASH AVE	Airport
199	029120111	SESSUMS DR & WABASH AVE	Airport
200	029120117	SESSUMS DR & WABASH AVE	Airport
201	029203435	BRYN MAWR AVE & 10 FREEWAY	Citrus
202	029203436	BRYN MAWR AVE & 10 FREEWAY	Citrus
203	029203437	CALIFORNIA ST & 10 FREEWAY	Citrus
204	029204136	1950 NEVADA ST	Wastewater
205	029204137	1950 NEVADA ST	Wastewater
206	029204139	ALABAMA ST & SANTA ANA RIVER	Landfill
207	029204401	27050 PALMETTO AVE	Landfill
208	029204402	27050 PALMETTO AVE	Landfill

	APN	Address	Agency Use
209	029204403	27050 PALMETTO AVE	Landfill
210	029204404	1951 NEVADA ST	Landfill
211	029204407	27050 PALMETTO AVE	Landfill
212	029204408	2151 NEVADA ST	Citrus
213	029204415	27050 PALMETTO AVE	Landfill
214	029204416	NEVADA ST & PALMETTO AVE	Landfill
215	029206432	CALIFORNIA ST & 10 FREEWAY	Citrus
216	029207102	ALABAMA ST & SANTA ANA RIVER	Settling Pond
217	029207103	ALABAMA ST & SANTA ANA RIVER	Settling Pond
218	029207104	ALABAMA ST & SANTA ANA RIVER	Settling Pond
219	029207134	ALABAMA ST & SANTA ANA RIVER	Percolating Ponds for WWTP
220	029215716	1625 W REDLANDS BLVD	Public Facility
221	029216608	11126 IOWA ST	Park
222	029218402	KANSAS ST & REDLANDS BLVD	Public Facility
223	029218405	1301 W REDLANDS BLVD	Public Facility
224	029218418	1341 W REDLANDS BLVD	Public Facility
225	029303138	1ST ST & WHITTIER AVE	Well Site
226	029303138	1ST ST & WHITTIER AVE	Well Site
227	029313301	BROOKSIDE AVE & TERRACINA BLVD	Park
228	029409160	1900 ALESSANDRO RD	Open Space
229	029409161	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
230	029409162	1908 ALESSANDRO RD	Open Space
231	029412131	CREEKSIDE DR & HORSE TRAIL DR	Open Space
232	029711105	SESSUMS DR & WABASH AVE	Airport
233	029711107	SESSUMS DR & WABASH AVE	Airport
234	029815137	AGATE AVE & SALERNO AVE	Reservoir
235	029833134	1369 FAIRVIEW LN	Reservoir
236	029921206	WABASH AVE & PANORAMA DR	Vehicle Access
237	029929115	VALENCIA DR & KING ST	Reservoir
238	029932163	CAMPUS DR & SAND CANYON RD	Reservoir
239	029942141	WABASH AVE & CITRUS AVE	Greenbelt
240	029943135	MONTECITO LN & WABASH AVE	Greenbelt
241	029943137	MONTECITO LN & WABASH AVE	Greenbelt
242	029943138	MONTECITO LN & WABASH AVE	Greenbelt
243	030023124	SOUTH OF OAKMONT PARK	Open Space Emerald Necklace
244	030023131	SOUTH OF OAKMONT PARK	Open Space Emerald Necklace
245	030023136	LIVE OAK CANYON RD	Open Space Emerald Necklace
246	030023138	31110 LIVE OAK CANYON RD	Open Space Emerald Necklace
247	030023161	31215 SUTHERLAND DR	Park
248	030024115	31200 LIVE OAK CANYON RD	Open Space Emerald Necklace
249	030024124	LIVE OAK CANYON RD	Open Space Emerald Necklace
250	030024125	31313 LIVE OAK CANYON RD	Open Space Emerald Necklace

	APN	Address	Agency Use
251	030024136	EAST OF OAKMONT PARK	Open Space
252	030045108	13198 HELEN CT	Reservoir
253	030045113	HELEN DR & BRUDER LN	Vacant
254	030045114	HELEN DR & BRUDER LN	Vacant
255	030045124	HELEN DR & BRUDER LN	Vacant
256	030045125	HELEN DR & BRUDER LN	Vacant
257	030046121	COUNTRY CLUB DR & VERDE VISTA DR	Reservoir
258	030119119	31839 HIGHVIEW DR	Open Space
259	030208206	33663 NEWPORT AVE	Well Site
260	030217106	3040 MILL CREEK RD	Reservoir
261	030218101	33501 MILL CREEK RD	Open Space
262	030218102	33251 MILL CREEK RD	Open Space
263	121201172	RIVERVIEW DR & CHURCH ST	Open Space
264	121202163	RIVERVIEW DR & MADISON ST	Open Space
265	121203101	RIVERVIEW DR & RIVERBEND RD	Citrus
266	121203102	RIVERVIEW DR & RIVERBEND DR	Citrus
267	121220129	PENNSYLVANIA AVE & JUDSON ST	Well Site
268	121221101	SAN BERNARDINO AVE & JUDSON ST	Citrus
269	121244102	RIVERVIEW DR & CHURCH ST	Well Site
270	121245162	PIONEER AVE & JUDSON ST	Citrus
271	121245163	SAN BERNARDINO AVE & JUDSON ST	Greenbelt
272	121245165	HARRISON LN & LUCAS LN	Greenbelt
273	121245168	PIONEER AVE & JUDSON ST	Flood Control

EXHIBIT "B"

EXEMPT PROPERTY

Criteria for Exemption

1. Is less than 21,780 square feet and not contiguous to land owned by a state or local agency that is used for open space or low- and moderate-income housing purposes

	APN	Address	Agency Use	Less than 21,780 Ft	Contiq
1	016706123	DOMESTIC AVE & TEXAS ST	Utility	Yes	No
2	016716107	CHURCH ST & SAN BERNARDINO AVE	Park	Yes	No
3	016724215	1251 CLAY ST	Boys & Girls Club	Yes	No
4	016724216	1251 CLAY ST	Boys & Girls Club	Yes	No
5	016724217	1251 CLAY ST	Boys & Girls Club	Yes	No
6	016725313	1257 HERALD ST	Next to right-of-way	Yes	No
7	016742243	TEXAS ST & DOMESTIC AVE	Greenbelt	Yes	No
8	016742244	CLEMENTINE DR & DOMESTIC AVE	Greenbelt	Yes	No
9	016742245	DESERT LIME CT & DOMESTIC AVE	Greenbelt	Yes	No
10	016742246	DOMESTIC AVE & CITRON CT	Greenbelt	Yes	No
11	016743241	PIONEER AVE & CLEMINTINE DR	Greenbelt	Yes	No
12	016743242	PIONEER AVE & CLEMINTINE DR	Greenbelt	Yes	No
13	016750104	SAN BERNARDINO AVE & MTN VIEW AVE	Utility	Yes	No
14	016757106	CALIFORNIA ST & SAN BERNARDINO AVE	Well Site	Yes	No
15	016786119	RIVERVIEW DR & GLOVER ST	Open Space	Yes	No
16	016807101	SAN BERNARDINO ST & DEARBORN AVE	Well Site	Yes	No
17	016807173	SAN BERNARDINO AVE & LUCAS LN	Greenbelt	Yes	No
18	016807174	LUCAS LN & SAN BERNARDINO AVE	Greenbelt	Yes	No
19	016807175	LUCAS LN & SAN BERNARDINO AVE	Greenbelt	Yes	No
20	016807190	SAN BERNARDINO AVE & LUCAS LN	Greenbelt	Yes	No
21	016809101	DEARBORN ST & SAN BERNARDINO AVE	Well Site	Yes	No
22	016809107	FLORIDA ST & GREENSPOT RD	Utility	Yes	No
23	016832107	FLORIDA ST & GREENSPOT RD	Next to right-of-way	Yes	No
24	016832108	FLORIDA ST & GREENSPOT RD	Next to right-of-way	Yes	No
25	016835104	NEWPORT AVE & EMERALD ST	Utility	Yes	No
26	016836205	MILL CREEK RD & BRYANT ST	Existing/Future Utilities	Yes	No
27	016837108	1500 CRAFTON AVE	Well Site	Yes	No
28	016873126	DEARBORN ST & FOOTHILL WAY	Citrus	Yes	No
29	016874179	DEARBORN ST & FOOTHILL WAY	Citrus	Yes	No

	APN	Address	Agency Use	Less than 21,780 Ft	Contiq
30	016875159	1334 N DEARBORN ST	Citrus	Yes	No
31	016875160	DEARBORN ST & FOOTHILL WAY	Citrus	Yes	No
32	016880139	VALLEY FALLS AVE & WABASH AVE	Citrus	Yes	No
33	016889123	JUDSON ST & LUCAS LN	Park	Yes	No
34	016889124	LUCAS LN & JUSTIN CT	Greenbelt	Yes	No
35	016889125	LUCAS LN & JUSTIN CT	Greenbelt	Yes	No
36	016889126	LUCAS LN & TAYLOR CT	Greenbelt	Yes	No
37	016890169	ADELINE AVE & SAN BERNARDINO AVE	Citrus	Yes	No
38	016890173	ADELINE AVE & PENNSYLVANIA AVE	Citrus	Yes	No
39	016890174	ADELINE AVE & ELLIOTT CT	Greenbelt	Yes	No
40	016890175	ADELINE AVE & ELLIOTT CT	Greenbelt	Yes	No
41	016890176	ADELINE AVE & SHANE CT	Greenbelt	Yes	No
42	016890177	ADELINE AVE & KRISTION CT	Greenbelt	Yes	No
43	016891154	PENNSYLVANIA AVE & ADELINE AVE	Greenbelt	Yes	No
44	016892154	PENNSYLVANIA & ADELINE AVE	Greenbelt	Yes	No
45	016892155	1443 GALWAY AVE	Park	Yes	No
46	016909113	1006 OXFORD DR	Quad	Yes	No
47	016927227	REDLANDS BLVD & EUREKA ST	Parking Lot	Yes	No
48	016930120	ORANGE ST & REDLANDS BLVD	Parking Lot	Yes	No
49	016930130	5TH ST & REDLANDS BLVD	Parking Lot	Yes	No
50	016930133	5TH & REDLANDS BLVD	Parking Lot	Yes	No
51	016936208	845 ALABAMA ST	Well Site	Yes	No
52	016939103	TEXAS ST & STUART AVE	Public Utility	Yes	No
53	016939103	REDLANDS BLVD & TENNESSEE ST	Right-of-Way	Yes	No
54	017018144	CHURCH ST & STUART AVE	Public Facility	Yes	No
55	017023121	CENTRAL AVE & CHURCH ST	High School	Yes	No
56	017023125	CHURCH ST & CENTRAL AVE	High School	Yes	No
57	017028118	1450 SYLVAN BLVD	Park	Yes	No
58	017028120	1446 SYLVAN BLVD	Park	Yes	No
59	017030218	500 N DEARBORN ST	Reservoir	Yes	No
60	017031102	WABASH AVE & COLTON AVE	Park	Yes	No
61	017034230	SYLVAN BLVD & LINCOLN ST	Greenbelt	Yes	No
62	017037501	SYLVAN BLVD & LINCOLN ST	Flood Control	Yes	No
63	017046102	LARAMIE AVE & LINCOLN ST	Park	Yes	No
64	017046103	LARAMIE AVE & LINCOLN ST	Park	Yes	No
65	017046104	LARAMIE AVE & LINCOLN ST	Park	Yes	No
66	017102111	REDLANDS BLVD & TEXAS ST	Park	Yes	No
67	017102112	REDLANDS BLVD & TEXAS ST	Parking Lot	Yes	No
68	017106207	STATE ST & 5TH ST	Park	Yes	No

	APN	Address	Agency Use	Less than 21,780 Ft	Contiq
69	017108611	725 E STATE ST	Next to right-of-way	Yes	No
70	017108801	525 E CITRUS AVE	Fire Station	Yes	No
71	017108802	525 E CITRUS AVE	Fire Station	Yes	No
72	017108913	21 N CHURCH ST	Next to right-of-way	Yes	No
73	017112119	50 ORANGE ST	Park	Yes	No
74	017117133	STATE ST & TEXAS ST	Well Site	Yes	No
75	017118126	NEW YORK ST & PINE AVE	Well Site	Yes	No
76	017118139	NEW YORK ST & PINE AVE	Well Site	Yes	No
77	017123221	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes	No
78	017123224	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes	No
79	017123319	PARKWOOD DR & OLIVE AVE	Park	Yes	No
80	017124407	GRANT ST & GLENWOOD DR	Redlands Bowl	Yes	No
81	017124408	21 GRANT ST	Senior Center	Yes	No
82	017124409	21 GRANT ST	Senior Center	Yes	No
83	017124410	15 GRANT ST	Parking Lot	Yes	No
84	017124428	EUREKA ST & VINE ST	Parking Lot	Yes	No
85	017124429	GRANT ST & GLENWOOD DR	Redlands Bowl	Yes	No
86	017124430	168 S EUREKA ST	Public Facility	Yes	No
87	017126114	10 CAJON ST	Greenbelt	Yes	No
88	017127201	CITRUS AVE & 6TH ST	Parking Lot	Yes	No
89	017127202	CITRUS AVE & 6TH ST	Parking Lot	Yes	No
90	017127203	CITRUS AVE & 6TH ST	Parking Lot	Yes	No
91	017127204	CITRUS AVE & 6TH ST	Parking Lot	Yes	No
92	017127205	CITRUS AVE & 6TH ST	Parking Lot	Yes	No
93	017127206	CITRUS AVE & 6TH ST	Parking Lot	Yes	No
94	017127207	CITRUS AVE & 6TH ST	Parking Lot	Yes	No
95	017131212	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes	No
96	017134110	213 MYRTLE ST	Parking Lot	Yes	No
97	017134111	203 MYRTLE ST	Parking Lot	Yes	No
98	017134112	312 E OLIVE ST	Parking Lot	Yes	No
99	017135211	FERN AVE & BUENA VISTA ST	Storm Drain	Yes	No
100	017244141	123 TERRACINA BLVD	Well Site	Yes	No
101	017302110	FERN AVE & BUENA VISTA ST	Storm Drain	Yes	No
102	017302211	CYPRESS AVE & BUENA VISTA ST	Storm Drain	Yes	No
103	017314120	CYPRESS AVE & BUENA VISTA ST	Storm Drain	Yes	No
104	017401403	1352 PROSPECT DR	Park	Yes	No
105	017414112	PARKFORD DR & MARSHALL ST	Park	Yes	No
106	017414201	PARKFORD DR & MARSHALL ST	Park	Yes	No
107	017414203	PARKFORD DR & MARSHALL ST	Park	Yes	No
108	017428119	WABASH AVE & PANORAMA DR	Next to right-of-way	Yes	No

	APN	Address	Agency Use	Less than 21,780 Ft	Contiq
109	017428120	WABASH AVE & PANORAMA DR	Next to right-of-way	Yes	No
110	017428124	851 WABASH AVE	Open Space	Yes	No
111	017428128	WABASH AVE & PANORAMA DR	Open Space	Yes	Yes
112	017501152	SMILEY HEIGHTS DR & CALLE DE LAS PALMAS	Reservoir	Yes	No
113	017514435	1540 ALESSANDRO RD	Cemetery	Yes	No
114	017545117	1540 ALESSANDRO RD	Cemetery	Yes	No
115	017603106	FORD ST & EUCALYPTUS DR	Well Site	Yes	No
116	017603309	MARGARITA DR & MARILYN LN	Reservoir	Yes	No
117	017603310	MARGARITA DR & MARILYN LN	Reservoir	Yes	No
118	017603311	MARGARITA DR & MARILYN LN	Reservoir	Yes	No
119	017613406	MARIPOSA DR & W SUNSET DR	Park	Yes	No
120	017614210	W SUNSET DR & VALLE VISTA DR	Greenbelt	Yes	No
121	017615112	MARIPOSA DR & W SUNSET DR	Park	Yes	No
122	028123227	DAVIDSON ST & CURTIS ST	Well Site	Yes	No
123	028123228	DAVIDSON ST & CURTIS ST	Well Site	Yes	No
124	029203207	BRYN MAWR AVE & LUGONIA AVE	Well Site	Yes	No
125	029218402	KANSAS ST & REDLANDS BLVD	Public Facility	Yes	No
126	029218405	1301 W REDLANDS BLVD	Public Facility	Yes	No
127	029218418	1341 W REDLANDS BLVD	Public Facility	Yes	No
128	029302206	WHITTIER AVE & 1ST ST	Well Site	Yes	No
129	029304103	LAWTON AVE & WHITTIER BLVD	Well Site	Yes	No
130	029304108	WHITTIER AVE & LAWTON AVE	Well Site	Yes	No
131	029426214	CREEKSIDE DR & CANYON VIEW LN	Open Space	Yes	No
132	029814213	BERYL AVE & BRIGHTON AVE	Vehicle Access	Yes	No
133	029818108	AGATE AVE & MENTONE BLVD	Well Site	Yes	No
134	029829102	GARNET ST & MILL CREEK RD	Well Site	Yes	No
135	029829206	GARNET ST & MILL CREEK RD	Well Site	Yes	No
136	029831112	NAPLES AVE & ROSE ST	Well Site	Yes	No
137	029841142	CRAFTON AVE & MENTONE BLVD	Well Site	Yes	No
138	029841143	CRAFTON AVE & MENTONE BLVD	Well Site	Yes	No
139	029921206	WABASH AVE & PANORAMA DR	Vehicle Access	Yes	No
140	029932163	CAMPUS DR & SAND CANYON RD	Reservoir	Yes	No
141	029932164	CAMPUS DR & SAND CANYON RD	Utility	Yes	No
142	029932165	CRAFTON HILLS RIDGE CIR	Reservoir	Yes	No
143	029942142	CITRUS AVE & JACINTO RANCHES LN	Greenbelt	Yes	No
144	029943136	WABASH AVE & MONTECITO LN	Common Recreation	Yes	No
145	029943136	MONTECITO LN & WABASH AVE	Greenbelt	Yes	No
146	029943137	MONTECITO LN & WABASH AVE	Greenbelt	Yes	No
147	121220129	PENNSYLVANIA AVE & JUDSON ST	Well Site	Yes	No

	APN	Address	Agency Use	Less than 21,780 Ft	Contiq
148	121221102	JUDSON ST & PENNSYLVANIA AVE	Well Site	Yes	No
149	121242104	LUGONIA AVE & JUDSON ST	Vehicle Access	Yes	No
150	121245164	SAN BERNARDINO AVE & HARRISON LN	Greenbelt	Yes	No
151	121245166	LUCAS LN & HARRISON LN	Greenbelt	Yes	No
152	121245167	LUCAS LN & HAMILTON CT	Greenbelt	Yes	No

City Council Meeting **J. 1.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

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

(Mayor to declare meeting open as a public hearing)

a. Public hearing to consider Ordinance No. 2994 amending Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 of the Redlands Municipal Code relating to the adoption of the 2025 California Building Code (California Code of Regulations, Title 24, Part 2 including Appendices G, H, I, J), 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5 including Appendices BF, BJ, BO, and CI), 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3), 2025 California Mechanical Code (California Code of Regulations Title 24, Part 4), 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5), 2025 California Energy Code (California Code of Regulations, Title 24, Part 6), 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8), and the 2025 California Existing Building Code (California Code of Regulations, Title 24, Part 10), 2025 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), by reference and making amendments thereto.

PROCEDURE FOR PUBLIC HEARING:

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

MOTION(S):

I move to adopt Ordinance No. 2994.

RECOMMENDATION:

Staff recommends the City Council open the public hearing, receive any public comment, close the public hearing and adopt Ordinance No. 2994.

BACKGROUND:

Title 15 of the Redlands Municipal Code (RMC) contains administrative and technical requirements for building construction within the jurisdiction of the City of Redlands. RMC adopts State building standards and additional model codes by reference. The California Code of Regulations, Title 24, also referred to as the California Building Standards Code consists of Parts 1 (Administrative Code), 2 (Building Code), 2.5 (Residential Code), 3 (Electric Code), 4 (Mechanical Code), 5 (Plumbing Code), 6 (Energy Code), 7 (Wildland-Urban Interface Code), 8 (Historical Building Code), 9 (Fire Code), 10 (Existing Building Code), 11 (Green Building Standards Code) and 12 (Referenced Standards Code). The adoption process takes place every three years and the latest update was published by the State on July 1, 2025. The 2025 California Building Standards Codes will go into effect on January 1, 2025. The California Building Standards law provides that any city and/or county may establish more restrictive building standards than those contained in the California Building Standards Code that are reasonably necessary because of local climatic, geological, or topographical conditions. Administrative provisions in the code can be amended as needed. With the adoption of this Ordinance,

staff is proposing amending the Building Standards Code and adopting applicable localized standards. The localized amendments that will be addressed under this ordinance will be located in Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 of the Redlands Municipal Code. These amendments encompass fencing and walls standards and permitting, construction site safety protocols, hazardous materials safety protocols, permit processing, utility coordination, board of appeals relating to code administration, fire protection related to roof construction in high fire zones, awning installation and permitting, temporary use of streets and alleys, grading protocols, swimming pool safety, sewer and plumbing code administration, plumbing code permit violation standards, electrical code administration and permit violation standards, restrictions of electric fencing, prohibition of utilizing used electrical materials, trailer, commercial, mobile home connections, and mechanical code administration with permit violation standards. All but one of these amendments are carry-overs from the previous code adoption. The Fire Code and Wildland Urban Interface Code will be amended and adopted by the Fire Department in a separate Ordinance.

ENVIRONMENTAL REVIEW:

ALTERNATIVES:
The City Council may request this item to be continued for additional clarification or information regarding the Ordinance.

SUBMITTED BY:
Brian Desatnik, Director Development Services Department

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Chris Boatman, Assistant City Manager

PREPARED BY:
John Thompson, Chief Building Official

Attachments

2994 Ordinance - Legislative
2994 Ordinance - Clean

ORDINANCE NO. ~~2950~~2994

AN ORDINANCE OF THE CITY OF REDLANDS AMMENDING CHAPTERS 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE ADOPTION OF THE ~~2022~~ 2025 CALIFORNIA BUILDING CODE VOLUME 1 AND 2 (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2 INCLUDING APPENDICIES G, H, I, J), ~~2022~~2025 CALIFORNIA RESIDENTIAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2.5 INCLUDING APPENDICES ~~AH~~ BF, ~~AJ~~BO, ~~AS~~BJ, AND ~~AX~~ CI), ~~2022~~ 2025 CALIFORNIA ELECTRICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3), ~~2022~~ 2025 CALIFORNIA MECHANICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4), ~~2022~~ 2025 CALIFORNIA PLUMBING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5), ~~2022~~ 2025 CALIFORNIA ENERGY CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6), ~~2022~~ 2025 CALIFORNIA HISTORICAL BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 8), ~~2022~~ 2025 CALIFORNIA EXISTING BUILDING CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 10), ~~2022~~ 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11), BY REFERENCE, AND MAKING AMENDMENTS THERETO.

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 empower the City to adopt by reference various uniform codes, including the California Building Code and California Residential Code, ~~2022~~ 2025 editions, published by the International Code Council; California Electrical Code, ~~2022~~ 2025 edition, published by the National Fire Protection Association; California Plumbing Code, ~~2022~~ 2025 edition and California Mechanical Code, ~~2022~~ 2025 edition, published by the International Association of Plumbing and Mechanical Officials, and the California Green Building Standards Code, ~~2022~~ 2025 edition, published by the International Code Council, California Energy Code, 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission, California Historical Code and the Existing Building Code, ~~2022~~ 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission; and

WHEREAS, Health and Safety Code Section 17958.7 authorizes the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, the City Council of the City of Redlands (the "City Council") is informed and finds that the area in which the City is located receives relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures all of which are conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that the area in which the City is located is subjected to extremely strong winds, commonly referred to as Santa Ana winds, which reach speeds of 80 miles per hour in the City, result in extensive damage, and are also conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that within the City there are four earthquake faults (Redlands Heights, Banning, Crafton, and the Redlands Faults), and three other faults (Loma Linda, San Jacinto, and the San Andreas Faults) are immediately adjacent to the City, creating the potential for catastrophic damage and fire hazards; and

WHEREAS, the City Council has determined that because the City is subject to the above referenced climatic, geological, and topographical conditions that amendments to the California Building Standards Codes are necessary to protect life and property;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOW:

Section 1. That existing Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22, 15.23 of Title 15 of the Redlands Municipal Code are hereby amended to read as described in Exhibit "A" to this ordinance.

Section 2. That the City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

Section 3. That the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066 of a public hearing to be held on ~~November~~ December 2, ~~15~~XX, ~~2022~~ 2025 at 6:00pm, or as soon thereafter as the matter may be heard in the Redlands City Council Chambers located at 35 Cajon Street, Redlands, California regarding the City Council's proposed adoption of this ordinance.

Section 4. In the event that any provision of this ordinance, or any part hereof, or any application hereof to any person or circumstances, is for any reason held to be unconstitutional or otherwise invalid or ineffective by a court of competent jurisdiction on its face or as applied, such holding shall not affect the validity of the remaining provisions of this ordinance, or any part hereof, or any application hereof to any person or circumstance or of said provision as applied to any other person or circumstance. It is hereby declared to be the legislative intent of the City that this ordinance would have been adopted had such unconstitutional, invalid, or ineffective provision not been included herein.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

~~Paul T. Barich~~Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the ___ day of _____, ~~2022~~2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

CHAPTER 15.04

CALIFORNIA BUILDING CODE (CBC)

SECTIONS:

15.04.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE
15.04.020: SCOPE AND ADMINISTRATION
15.04.030: FIRE PROTECTION SYSTEMS
15.04.040: MINIMUM ROOF COVERING CLASSIFICATIONS
15.04.050: AWNINGS
15.04.060: TEMPORARY USE OF STREETS AND ALLEYS
15.04.070: GRADING
15.04.080: VIOLATION; PENALTY

15.04.010: DOCUMENTS ADOPTED BY REFERENCE--COPIES ON FILE:

That certain document on file in the office of the City Clerk of the City marked and designated as the ~~2022~~2025 California Building Code, Volumes 1 and 2, including Chapters 1, as amended, and Appendix G, H, I and J, as amended, is adopted as the building code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.04.020 SCOPE AND ADMINISTRATION:

The following sections and subsections of the California Building Code, Chapter 1, Division II, Sections 105 through 113.4 are added and/or amended as follows:

A. CBC Chapter 1, Division II, Section [A]105.2, of the California Building Code entitled "Work exempt from permit" is hereby amended by amending items 2 and 4, and adding a new item 14, to read as follows:

2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the lowest adjacent grade to top of the wall and does not serve as a swimming pool enclosure as required by section 15.06.080 of the Redlands Municipal Code.

4. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

14. Flagpole not more than 30 feet in height measured from the lowest adjacent grade the top of the pole on a residential zoned lot.

B. CBC Chapter 1, Division II, Section 105.3.1 entitled “Action on Application”, is hereby amended by the addition of two (2) exceptions to read as follows:

Exception 1: A permit shall not be issued for work on property within an area which may be unsafe or for which no public access for such work is provided, or, because of the hazards, there is no way in which the work can be done so that it will be safe;

Exception 2: A permit shall be withheld or denied if the chief building official finds there are existing violations of the provisions of RMC Title 15 or any other provisions found in the Redlands municipal code, on site.

C. CBC Chapter 1, Division II, Section 105.6, entitled "Suspension or Revocation", is hereby amended by the addition of the following two (2) paragraphs to read as follows:

The chief building official may, in writing, suspend or revoke a permit issued under the provisions of this code if dust is generated in excess of local, state, or federal standards, or conditions of project approvals.

Failure to keep the site clear of debris or properly contain asbestos containing materials may cause the permit to be suspended or revoked and the site to be declared a public nuisance and abated as provided for by law.

D. CBC Chapter 1, Division II, Section 107.6, entitled "Demolition and/or Remodeling Permits", is hereby added to read as follows:

The chief building official may require that a detailed schedule be provided to ensure demolition or remodeling work progresses expeditiously and debris is hauled from the site as generated.

E. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code is amended by the addition of the following sentence:

Prior to the issuance of a permit for the performed work an investigation permit shall be issued, and an inspection performed.

F. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code amended by adding the following paragraph to the end of the section.

Investigation fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be equal to the minimum fee as defined in Section 109.2. The payment of such investigation fee shall not exempt any person from

compliance with all other provisions of this code nor from any penalty prescribed by law.

G. CBC Chapter 1, Division II Section [A] 109.6 of the California Building Code is deleted in this entirety and hereby amended by adding the following section:

Fee Refunds. The Chief Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Chief Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no inspections have been performed under a permit issued in accordance with this code.

The Chief Building Official may authorize refunding of not more than 80 percent of the plan review fee when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is performed.

The Chief Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 calendar days after the date of fee payment.

H. CBC Chapter 1, Division II Section [A] 109.7 entitled "Re-Inspections" is hereby added to read as follows:

A fee may be assessed in the following scenarios at the fully burdened hourly inspection rate as adopted by fee resolution and shall be paid prior to the re-inspection of the work being scheduled.

1. Re-inspection performed for work that previously received corrections and those corrections were not addressed.
2. Building permit is not posted or otherwise available on the work site
3. City approved plans are not available for scheduled inspection
4. Failure to provide inspector access to the work performed on the date for which the inspection was scheduled.
5. Deviation from the City approved plans

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

I. CBC Chapter 1, Division II, Section [A] 111.3 entitled "Temporary Occupancy", is hereby deleted in its entirety and rewritten to read as follows:

If the chief building official finds that no substantial hazard will result from occupancy of any building or portions thereof before the same is completed, the

chief building official may issue a Temporary Certificate of Occupancy (TCO) for the use of a portion or portions of a building or structure, provided an administrative fee, as established by resolution of the city council, is paid for that temporary certificate of occupancy. Prior to the expiration of the TCO, an inspection shall be performed, and Permanent Certificate of Occupancy issued or the building vacated until all outstanding conditions of approval are completed.

J. CBC Chapter 1, Division II, Section [A] 111.5, entitled "Certificate of occupancy a requirement for issuing a city business license", is hereby added to read as follows:

No license to conduct a business, occupation or profession in a particular building or structure in the city of Redlands shall be issued by the finance director of said city until the building official has ~~certified~~ issued an appropriate certificate of occupancy for the business occupancy classification has been issued as required by this code.

K. CBC Chapter 1, Division II Section [A] 113.1, entitled "General", is hereby amended to read as follows:

General. In order to hear and decide appeals of orders, decisions or determination made by the Chief Building Official relative to the application and interpretation of this code, the Planning Commission shall serve as the board of appeals. The Chief Building Official, Director of Development Services and the Fire Marshall of the City shall serve in an advisory capacity when requested to do so. Commission members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

L. CBC Chapter 1, Division II Section [A] 113.~~4~~5 of Chapter 1, Division II entitled "Procedures", is hereby added to read as follows:

Procedures. An application for an appeal shall be based on a claim that the true intent of this code or other rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply or an equally good or better form of construction is proposed. After notice to such parties as the board may direct, a hearing shall be held and the board may affirm or deny the decision of the chief building official. The board's determination shall be in writing to the chief building official with a copy to the appellant. If the appellant disagrees with the decision of the board, he may appeal the decision to the city council. Such appeal shall be filed with the city clerk within fifteen (15) days of the decision by the board.

15.04.030 FIRE PROTECTION SYSTEMS:

CBC Chapter 9, Division II, Section 901.2 of the California Building Code is hereby amended by

the addition of a sentence to read as follows:

See Redlands Municipal Code, Title 15, and Chapter 15.20: Fire Code, for additions and amendments to this chapter.

15.04.040 MINIMUM ROOF COVERING CLASSIFICATIONS:

CBC Chapter 15, Division II, Table 1505.1 of the California Building Code is hereby amended to read as follows:

Table 1505.1

Minimum Roof Covering Classification for different types of construction for new buildings, re-roofs or additions.

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	B*	B*	B*

*See Section 1505.1.1 for Class A Roof Coverings in ~~Very High Fire Hazard Severity~~Moderate, High, and Very High Fire Hazard Severity Zones.

15.04.050 AWNINGS:

CBC Chapter 31, division II, sections 3105.4, 3105.4.1, 3105.4.2, 3105.4.3, and 3105.4.4 are hereby added to read as follows:

3105.4 **General**. This section shall apply to awnings projecting over public and/or private property.

3105.4.1 **Definitions**. For the purpose of the section:

Ladder access area is the air space required for a ladder to rest upon the ground, street, or sidewalk and be supported by a building windowsill, permanent appendage, and parapet or roof eave at an angle of 75 degrees from the horizontal.

Collapsible is the property of an awning which will enable it to be readily collapsible, retractable or capable of being folded against the face of the supporting building without the use of a tool, special effort or special knowledge.

3105.4.2 **Construction**. Awnings shall have non-combustible frames but may have fabric coverings that meet fire resistance criteria as outlined in CBC §3105.3. Every awning with non-combustible coverings and every fabric covered awning which projects into the ladder access area, as defined above, shall be collapsible.

Exception: A fixed awning not more than ten (10) feet in length may be erected over a doorway to the building.

3105.4.3 **Projection**. Awnings may extend over public or private property not more than seven (7) feet from the face of the supporting building, but no portion shall extend nearer than two (2) feet to the face of the nearest curb or edge of the traffic way measured horizontally. In no case shall the awning extend over public property greater than two-thirds of the distance from the property line to the nearest curb in front of the building nor shall any portion of the awning be closer to the side or rear property lines than would be permitted by the current edition of the California building code for projections.

3105.4.4 All portions of an awning shall be at least eight (8) feet above any public or private walkway.

Exception: Any valance attached to an awning shall not project above the roof of the awning at the point of attachment and shall not extend more than twelve (12) inches below the roof of the awning at the point of attachment, but in no case shall any portion of a valance be less than seven (7) feet in height above a public or private way.

15.04.060 TEMPORARY USE OF STREETS AND ALLEYS.

CBC Chapter 33, Division II, Section 3308.3 of the California Building Code is hereby added to read as follows:

Public streets and alleys shall not be utilized by persons doing construction or demolition work until proper clearance has been obtained from the City Engineer. Whenever requested, plot plans and construction details shall be submitted to the City Engineer for review. The City Engineer may approve, modify or deny a request to utilize public streets by persons during construction and/or demolition and his decision shall be based on findings relative to hazards to life and limb, traffic safety and/or to excessive traffic or pedestrian congestion. Where damage to public property could result, proper bonds and insurance as specified by the City Engineer may be required. Failure to obtain proper clearance for use of public property may result in a finding that the materials constitute a public nuisance and a hazard to persons or property and are subject to abatement and/or removal as provided by law.

15.04.070 GRADING.

The following sections and subsections of the California Building Code Appendix J Sections J101 through J114~~-~~3are hereby added and/or amended to read as follows:

A. CBC Appendix J, Section J101.1 entitled “Scope” is hereby amended to read as follows:

The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. In addition, the designs of the work as described above need to meet the recognized and accepted civil and geotechnical engineering practices and principles.

B. CBC Appendix J, Section J101.3 entitled "Enforcement Authority" is hereby added to read as follows:

The City Engineer shall have the authority for the enforcement of CBC Appendix J and any amendments thereto. The words "Chief Building Official" as hereinafter used shall mean City Engineer.

C. CBC Appendix J, Section J101.4 entitled "Hazardous Conditions" is hereby added as follows:

Whenever the Chief Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Chief Building Official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

D. CBC Appendix J, Section J103.2 of the California Building Code is hereby amended to read as follows:

J103.2 Exemptions:
A grading permit shall not be required for the following:

1. Grading in an isolated, self-contained area provided there is no danger to the public and that such grading will not adversely affect adjoining property. A determination of exemption per this section shall be made by the City Engineer.

2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1524mm) after the completion of such structure.

3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.

5. Excavations for wells or trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.

7. Exploratory excavations performed under the direction of soil engineers or engineering geologists.

8. A fill less than 1 foot (305mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or a cut less than 3 feet (914mm) in depth, not intended to support structures, or does not exceed 50 cubic yards (38.3m) on any one lot and does not obstruct a drainage course.

9. Grading by public agencies or their agents, in connection with construction or maintenance of roads or facilities for the generation, storage, or transmission of water including flood waters or water for the purpose of producing electrical energy.

10. Grading performed by disking or plowing for agricultural purposes in connection with the preparation of soil for crop or animal use.

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City.

E. CBC Appendix J, Section J104.5 entitled “As Built Plans” is hereby added to read as follows:

The permittee shall provide a copy of as-built plans to the City for a permanent record at the end of the approved grading work.

F. CBC Appendix J, Section J105.1 of the California Building Code is hereby amended to read as follows:

Inspections shall be governed by Section 110, Chapter 1, Division II of this code and requirements established, by approved policies and procedures of the Engineering Division. An engineer shall provide grading inspections and certifications for the work.

G. CBC Appendix J, Section J109.4 of the California Building Code is hereby amended to have the following sentences added at the end of the section:

For Single Family Lot Drainage

1. Whenever possible, drainage from single family lots shall flow directly to a street.

2. If it should be determined necessary to allow offside drainage to flow through a single-family lot (to preserve down lot views, aesthetics, accept flow from offsite property, etc.), the following shall apply:

    a. Drainage from only one lot shall flow through only one other lot.

    b. A drainage easement shall be provided/obtained over the lot accepting the drainage.

    c. The drainage shall be contained within either a concrete/rock lined swale or a reinforced concrete pipe.

    d. The drainage facility shall be designed with excess capacity to account for the probable lack of necessary maintenance. Therefore, it shall be designed to convey two times the runoff from a 100-year storm with the minimum diameter for a pipe being 12 inches.

H. CBC Appendix J Section J110.3 entitled "Temporary erosion control during construction", is hereby added to read as follows:

The permittee shall put into effect and maintain all precautionary measures necessary to protect adjacent watercourses and public or private property from damage by erosion, flooding, and deposition of mud or debris origination from the site during the grading operation regardless of lot size.

I. CBC Appendix J Section J112 entitled "Protection of adjacent property" is hereby added to read as follows:

During grading operations, the permittee shall be responsible for the prevention of damage to adjacent property and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking, or other damage which might result.

J. CBC Appendix J Section J113 entitled "Dust control" is hereby added to read as follows:

The owner of the site or the project contractor shall put into effect and maintain all precautionary measures necessary to prevent dust blowing from the site to adjacent properties. Prior to the permit issuance, dust control sign and required contact information as required by the department's policy shall be installed at the site.

15.04.070: VIOLATION; PENALTY:

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any residential building in violation of this chapter. Such person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.06

RESIDENTIAL BUILDING CODE

SECTIONS:

15.06.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.06.020: Work exempt from permit
15.06.030: Temporary Occupancy
15.06.040: Board of Appeals
15.06.050: Geotechnical Evaluation
15.06.060: Minimum Roof Classification
15.06.070: Swimming Pool Safety
15.06.080: Violation; Penalty

15.06.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the ~~2022~~ 2025 California Residential Code including Chapters 1, 4, and 9 (as amended), and Appendices ~~AH~~BF, ~~AJ~~BO, ~~AS~~BJ, and ~~AX~~ CI (as amended) are adopted as the residential code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.06.020: WORK EXEMPT FROM PERMIT:

CRC chapter 1, division II, section R105.2 (2) and (3) is hereby deleted and rewritten to read as follows:

~~See Redlands Municipal Code, Title 15, Chapter 15.06.20(A)~~ 2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height

3. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

15.06.030: TEMPORARY OCCUPANCY:

CRC chapter 1, division II, section R110.4 is hereby deleted in its entirety and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.04.020(H) for additions and amendments to this section.

15.06.040: BOARD OF APPEALS:

CRC chapter 1, division II, section R112 is hereby deleted in its entirety and rewritten to read as follows:
See Redlands Municipal Code, Title 15, Chapter 15.04.020(~~L~~K)(~~M~~L) for additions and amendments to this section

15.06.050 GEOTECHNICAL EVALUATION

CRC Chapter 4 Division II Section R401.4.1 of the California Residential Code is hereby amended by adding a sentence at the end of the section to read as follows:

A geotechnical or soil report is required for the new construction or when the aggregate size of additions to the original structure exceed 50%.

15.06.060 MINIMUM ROOF COVERING CLASSIFICATION

A. CRC chapter 9, subsection 902.1.1 shall be amended in part in terms of being retitled as follows:

Roof Coverings within the fire hazard areas as designated by the City of Redlands Fire Chief on the Fire Hazard Map.

B. CRC chapter 9, division II, section R902.1.~~3~~2 of the California residential code is hereby amended to read as follows:

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class B.

C. The remainder of the subsection shall remain unchanged.

15.06.070 SWIMMING POOL SAFETY

A. CRC appendix ~~AX~~CI, section 115922 (a) is hereby amended to read as follows:

Except as provided in Section 115925, when a building permit is issued for the construction of a new pool and/or spa or the remodeling of an existing pool and/or spa at a private single-family home, the respective swimming pool and/or spa shall be equipped with item #1 and at least one addition of the following seven drowning prevention features:

B. CRC appendix ~~AX~~CI, section 11592~~3~~ (a) (1) is hereby amended to read as follows:

An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in 115922 (a) #(4) or #(5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

15.06.080 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.08

CALIFORNIA PLUMBING CODE

SECTIONS:

15.08.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.08.020: BOARD OF APPEALS
15.08.030 BUILDING SEWERS
15.08.040 PRIVATE SEWAGE DISPOSAL SYSTEMS
15.08.050: VIOLATION; PEANALTY

15.08.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Plumbing Code, ~~2022~~2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the Plumbing Code of the City and all of the regulations, provisions, conditions and terms of the California Plumbing Code are referred to and are adopted and made part of this chapter.

15.08.020 BOARD OF APPEALS.

CPC Chapter 1, Division II, Section 107, is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Plumbing Code.

15.08.030 BUILDING SEWERS

CPC Chapter 7, Division II, Section 713.4 is deleted in its entirety and rewritten as follows:

> 713.4 Public Sewer Availability.
>
> The public sewer shall be considered as not being available where such public sewer is more than two hundred (200) feet for the first dwelling unit and an additional one hundred (100) feet for each subsequent dwelling unit from the nearest point of the property that is served by such public sewer. A property owner, or his authorized representative, may request in writing a waiver based upon technical infeasibility due to site constraints. This request shall be reviewed by the Chief Building Official and a determination given in writing.

15.08.040: PRIVATE SEWAGE DISPOSAL SYSTEMS:

CPC chapter 1, division II, chapter 7 section 721.2.1 are hereby added to read as follows:

721.2.1 Location of private sewage disposal systems.

All components of an onsite wastewater treatment system shall be located in the front yard area as defined in Redlands Municipal Code.

Exception: If site constraints exist that prevent the placement of the onsite wastewater treatment system in the front yard an alternate location providing vehicle access for the future replacement and servicing shall be provided. If vehicle access is not provided as a result of structures or topography, then both the primary and 100% expansion effluent dispersal fields shall be installed.

15.08.040 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.10

CALIFORNIA ELECTRICAL CODE

SECTIONS:

15.10.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.10.020: APPEALS BOARD
15.10.040: ELECTRIC FENCES
15.10.040: USED MATERIAL
15.10.050: TRAILERS, MOBILHOMES, COMMERCIAL COACHES AND HOUSE CARS:
15.10.060: VIOLATION–PENALTY

15.10.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Electrical Code, ~~2022~~ 2025 Edition and Annexes thereto, is adopted as the Electrical Code of the City and all regulations, provisions, conditions, and terms of such electrical code and amendments are referred to and adopted and made a part of this chapter.

15.10.020 BOARD OF APPEALS.

CEC Article 89, Section 89.108.8 shall be deleted in its entirety and shall be rewritten to read as follows:

> Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Electric Code.

15.10.030 ELECTRIC FENCES:

CEC article 90, section 90.10 is hereby added to read as follows:

> It is unlawful to install ~~any type of~~ an electric fence within the city of Redlands. Prohibited electric fences include, but are not limited to, those energized by battery, generator or electrical utility. Electrified security fences that are not in a residential zone and meet the requirements of California Civil Code § 835 are permitted. A building permit is required for an electrified security fence.

15.10.040 USED MATERIAL:

CEC Article 90, Section 90.~~11~~10 is hereby added to read as follows:

> Previously used electrical material shall not be reused without prior written approval of the Chief Building Official.

15.10.050 TRAILERS, MOBILEHOMES, COMMERCIAL COACHES AND HOUSECARS:

CEC Article 90, Section 90.~~12~~11 is hereby added to read as follows:

> Trailers, mobile homes, and commercial coaches being utilized for construction projects as defined in title 8, chapter 8.20 of the Redlands Municipal Code which connect to temporary power shall comply with the city's adopted electrical code. Trailers, mobile homes, commercial coaches, and house cars connected to an electrical source shall obtain an electrical permit prior to the placement and inspections.

15.10.060 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any electrical system in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a

separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.12

CALIFORNIA MECHANICAL CODE

SECTIONS:

15.12.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.12.020: BOARD OF APPEALS
15.12.030 VIOLATION; PENALTY

15.12.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Mechanical Code, ~~2022~~2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the mechanical code of the City and all of the regulations, provisions, conditions and terms of the California Mechanical Code are referred to and are adopted and made part of this chapter.

15.12.020 BOARD OF APPEALS.

CMC Chapter 1, Division II, Section 107.1 of the California Mechanical Code is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Mechanical Code.

15.12.030 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.16

CALIFORNIA GREEN BUILDING STANDARDS CODE

SECTIONS:

15.16.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.16.020: VIOLATION; PENALTY

15.16.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Green Building Standards, ~~2022~~2025 Edition, is adopted as the Green Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.16.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.18

CALIFORNIA ENERGY CODE

SECTIONS:

15.18.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.18.020: VIOLATION AND PENALTY

15.18.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the city clerk of the city marked and designated as the California Energy Code, ~~2022~~2025 edition, is adopted as the Energy Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.18.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.22

CALIFORNIA HISTORICAL BUILDING CODE

SECTIONS:

15.22.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.22.020: VIOLATION; PENALTY

15.22.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Historical Building Code, ~~2022~~2025 Edition, is adopted as the Historical Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.22.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.23

CALIFORNIA EXISTING BUILDING CODE

SECTIONS:

15.23.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.23.020: VIOLATION; PENALTY

15.23.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Existing Building Code, ~~2022~~2025 Edition, is adopted as the Existing Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.23.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

ORDINANCE NO. 2994

AN ORDINANCE OF THE CITY OF REDLANDS AMMENDING CHAPTERS 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE ADOPTION OF THE 2025 CALIFORNIA BUILDING CODE VOLUME 1 AND 2 (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2 INCLUDING APPENDICIES G, H, I, J), 2025 CALIFORNIA RESIDENTIAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2.5 INCLUDING APPENDICES BF, BO, BJ, AND CI), 2025 CALIFORNIA ELECTRICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3), 2025 CALIFORNIA MECHANICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4), 2025 CALIFORNIA PLUMBING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5), 2025 CALIFORNIA ENERGY CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6), 2025 CALIFORNIA HISTORICAL BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 8), 2025 CALIFORNIA EXISTING BUILDING CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 10), 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11), BY REFERENCE, AND MAKING AMENDMENTS THERETO.

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 empower the City to adopt by reference various uniform codes, including the California Building Code and California Residential Code, 2025 editions, published by the International Code Council; California Electrical Code, 2025 edition, published by the National Fire Protection Association; California Plumbing Code, 2025 edition and California Mechanical Code, 2025 edition, published by the International Association of Plumbing and Mechanical Officials, and the California Green Building Standards Code, 2025 edition, published by the International Code Council, California Energy Code, 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission, California Historical Code and the Existing Building Code, 2025 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission; and

WHEREAS, Health and Safety Code Section 17958.7 authorizes the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, the City Council of the City of Redlands (the "City Council") is informed and finds that the area in which the City is located receives relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures all of which are conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that the area in which the City is located is subjected to extremely strong winds, commonly referred to as Santa Ana winds, which reach speeds of 80 miles per hour in the City, result in extensive damage, and are also conducive

to the spread of fire; and

WHEREAS, the City Council is informed and finds that within the City there are four earthquake faults (Redlands Heights, Banning, Crafton, and the Redlands Faults), and three other faults (Loma Linda, San Jacinto, and the San Andreas Faults) are immediately adjacent to the City, creating the potential for catastrophic damage and fire hazards; and

WHEREAS, the City Council has determined that because the City is subject to the above referenced climatic, geological, and topographical conditions that amendments to the California Building Standards Codes are necessary to protect life and property;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOW:

Section 1. That existing Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22, 15.23 of Title 15 of the Redlands Municipal Code are hereby amended to read as described in Exhibit "A" to this ordinance.

Section 2. That the City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

Section 3. That the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066 of a public hearing to be held on December 2, 2025 at 6:00pm, or as soon thereafter as the matter may be heard in the Redlands City Council Chambers located at 35 Cajon Street, Redlands, California regarding the City Council's proposed adoption of this ordinance.

Section 4. In the event that any provision of this ordinance, or any part hereof, or any application hereof to any person or circumstances, is for any reason held to be unconstitutional or otherwise invalid or ineffective by a court of competent jurisdiction on its face or as applied, such holding shall not affect the validity of the remaining provisions of this ordinance, or any part hereof, or any application hereof to any person or circumstance or of said provision as applied to any other person or circumstance. It is hereby declared to be the legislative intent of the City that this ordinance would have been adopted had such unconstitutional, invalid, or ineffective provision not been included herein.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 2nd day of December, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

CHAPTER 15.04

CALIFORNIA BUILDING CODE (CBC)

SECTIONS:

15.04.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE
15.04.020: SCOPE AND ADMINISTRATION
15.04.030: FIRE PROTECTION SYSTEMS
15.04.040: MINIMUM ROOF COVERING CLASSIFICATIONS
15.04.050: AWNINGS
15.04.060: TEMPORARY USE OF STREETS AND ALLEYS
15.04.070: GRADING
15.04.080: VIOLATION; PENALTY

15.04.010: DOCUMENTS ADOPTED BY REFERENCE--COPIES ON FILE:

That certain document on file in the office of the City Clerk of the City marked and designated as the 2025 California Building Code, Volumes 1 and 2, including Chapters 1, as amended, and Appendix G, H, I and J, as amended, is adopted as the building code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.04.020 SCOPE AND ADMINISTRATION:

The following sections and subsections of the California Building Code, Chapter 1, Division II, Sections 105 through 113.4 are added and/or amended as follows:

A. CBC Chapter 1, Division II, Section [A]105.2, of the California Building Code entitled "Work exempt from permit" is hereby amended by amending items 2 and 4, and adding a new item 14, to read as follows:

2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the lowest adjacent grade to top of the wall and does not serve as a swimming pool enclosure as required by section 15.06.080 of the Redlands Municipal Code.

4. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

14. Flagpole not more than 30 feet in height measured from the lowest adjacent grade the top of the pole on a residential zoned lot.

B. CBC Chapter 1, Division II, Section 105.3.1 entitled “Action on Application”, is hereby amended by the addition of two (2) exceptions to read as follows:

Exception 1: A permit shall not be issued for work on property within an area which may be unsafe or for which no public access for such work is provided, or, because of the hazards, there is no way in which the work can be done so that it will be safe;

Exception 2: A permit shall be withheld or denied if the chief building official finds there are existing violations of the provisions of RMC Title 15 or any other provisions found in the Redlands municipal code, on site.

C. CBC Chapter 1, Division II, Section 105.6, entitled "Suspension or Revocation", is hereby amended by the addition of the following two (2) paragraphs to read as follows:

The chief building official may, in writing, suspend or revoke a permit issued under the provisions of this code if dust is generated in excess of local, state, or federal standards, or conditions of project approvals.

Failure to keep the site clear of debris or properly contain asbestos containing materials may cause the permit to be suspended or revoked and the site to be declared a public nuisance and abated as provided for by law.

D. CBC Chapter 1, Division II, Section 107.6, entitled "Demolition and/or Remodeling Permits", is hereby added to read as follows:

The chief building official may require that a detailed schedule be provided to ensure demolition or remodeling work progresses expeditiously and debris is hauled from the site as generated.

E. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code is amended by the addition of the following sentence:

Prior to the issuance of a permit for the performed work an investigation permit shall be issued, and an inspection performed.

F. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code amended by adding the following paragraph to the end of the section.

Investigation fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be equal to the minimum fee as defined in Section 109.2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

G. CBC Chapter 1, Division II Section [A] 109.6 of the California Building Code is deleted in this entirety and hereby amended by adding the following section:

Fee Refunds. The Chief Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Chief Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no inspections have been performed under a permit issued in accordance with this code.

The Chief Building Official may authorize refunding of not more than 80 percent of the plan review fee when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is performed.

The Chief Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 calendar days after the date of fee payment.

H. CBC Chapter 1, Division II Section [A] 109.7 entitled "Re-Inspections" is hereby added to read as follows:

A fee may be assessed in the following scenarios at the fully burdened hourly inspection rate as adopted by fee resolution and shall be paid prior to the re-inspection of the work being scheduled.

1. Re-inspection performed for work that previously received corrections and those corrections were not addressed.
2. Building permit is not posted or otherwise available on the work site
3. City approved plans are not available for scheduled inspection
4. Failure to provide inspector access to the work performed on the date for which the inspection was scheduled.
5. Deviation from the City approved plans

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

I. CBC Chapter 1, Division II, Section [A] 111.3 entitled "Temporary Occupancy", is hereby deleted in its entirety and rewritten to read as follows:

If the chief building official finds that no substantial hazard will result from occupancy of any building or portions thereof before the same is completed, the chief building official may issue a Temporary Certificate of Occupancy (TCO) for the use of a portion or portions of a building or structure, provided an administrative fee, as established by resolution of the city council, is paid for that temporary

certificate of occupancy. Prior to the expiration of the TCO, an inspection shall be performed, and Permanent Certificate of Occupancy issued or the building vacated until all outstanding conditions of approval are completed.

J. CBC Chapter 1, Division II, Section [A] 111.5, entitled "Certificate of occupancy a requirement for issuing a city business license", is hereby added to read as follows:

No license to conduct a business, occupation or profession in a particular building or structure in the city of Redlands shall be issued by the finance director of said city until the building official has issued an appropriate certificate of occupancy for the business occupancy classification has been issued as required by this code.

K. CBC Chapter 1, Division II Section [A] 113.1, entitled "General", is hereby amended to read as follows:

General. In order to hear and decide appeals of orders, decisions or determination made by the Chief Building Official relative to the application and interpretation of this code, the Planning Commission shall serve as the board of appeals. The Chief Building Official, Director of Development Services and the Fire Marshall of the City shall serve in an advisory capacity when requested to do so. Commission members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

L. CBC Chapter 1, Division II Section [A] 113.5 of Chapter 1, Division II entitled "Procedures", is hereby added to read as follows:

Procedures. An application for an appeal shall be based on a claim that the true intent of this code or other rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply or an equally good or better form of construction is proposed. After notice to such parties as the board may direct, a hearing shall be held and the board may affirm or deny the decision of the chief building official. The board's determination shall be in writing to the chief building official with a copy to the appellant. If the appellant disagrees with the decision of the board, he may appeal the decision to the city council. Such appeal shall be filed with the city clerk within fifteen (15) days of the decision by the board.

15.04.030 FIRE PROTECTION SYSTEMS:

CBC Chapter 9, Division II, Section 901.2 of the California Building Code is hereby amended by the addition of a sentence to read as follows:

See Redlands Municipal Code, Title 15, and Chapter 15.20: Fire Code, for additions and amendments to this chapter.

15.04.040 MINIMUM ROOF COVERING CLASSIFICATIONS:

CBC Chapter 15, Division II, Table 1505.1 of the California Building Code is hereby amended to read as follows:

Table 1505.1

Minimum Roof Covering Classification for different types of construction for new buildings, re-roofs or additions.

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	B*	B*	B*

*See Section 1505.1.1 for Class A Roof Coverings in Moderate, High, and Very High Fire Hazard Severity Zones.

15.04.050 AWNINGS:

CBC Chapter 31, division II, sections 3105.4, 3105.4.1, 3105.4.2, 3105.4.3, and 3105.4.4 are hereby added to read as follows:

3105.4 **General**. This section shall apply to awnings projecting over public and/or private property.

3105.4.1 **Definitions**. For the purpose of the section:

Ladder access area is the air space required for a ladder to rest upon the ground, street, or sidewalk and be supported by a building windowsill, permanent appendage, and parapet or roof eave at an angle of 75 degrees from the horizontal.

Collapsible is the property of an awning which will enable it to be readily collapsible, retractable or capable of being folded against the face of the supporting building without the use of a tool, special effort or special knowledge.

3105.4.2 **Construction**. Awnings shall have non-combustible frames but may have fabric coverings that meet fire resistance criteria as outlined in CBC §3105.3. Every awning with non-combustible coverings and every fabric covered awning which projects into the ladder access area, as defined above, shall be collapsible.

Exception: A fixed awning not more than ten (10) feet in length may be erected over a doorway to the building.

3105.4.3 **Projection**. Awnings may extend over public or private property not more than seven (7) feet from the face of the supporting building, but no portion shall extend nearer than two (2) feet to the face of the nearest curb or edge of the traffic way measured

horizontally. In no case shall the awning extend over public property greater than two-thirds of the distance from the property line to the nearest curb in front of the building nor shall any portion of the awning be closer to the side or rear property lines than would be permitted by the current edition of the California building code for projections.

3105.4.4 All portions of an awning shall be at least eight (8) feet above any public or private walkway.

Exception: Any valance attached to an awning shall not project above the roof of the awning at the point of attachment and shall not extend more than twelve (12) inches below the roof of the awning at the point of attachment, but in no case shall any portion of a valance be less than seven (7) feet in height above a public or private way.

15.04.060 TEMPORARY USE OF STREETS AND ALLEYS.

CBC Chapter 33, Division II, Section 3308.3 of the California Building Code is hereby added to read as follows:

Public streets and alleys shall not be utilized by persons doing construction or demolition work until proper clearance has been obtained from the City Engineer. Whenever requested, plot plans and construction details shall be submitted to the City Engineer for review. The City Engineer may approve, modify or deny a request to utilize public streets by persons during construction and/or demolition and his decision shall be based on findings relative to hazards to life and limb, traffic safety and/or to excessive traffic or pedestrian congestion. Where damage to public property could result, proper bonds and insurance as specified by the City Engineer may be required. Failure to obtain proper clearance for use of public property may result in a finding that the materials constitute a public nuisance and a hazard to persons or property and are subject to abatement and/or removal as provided by law.

15.04.070 GRADING.

The following sections and subsections of the California Building Code Appendix J Sections J101 through J113are hereby added and/or amended to read as follows:

A. CBC Appendix J, Section J101.1 entitled “Scope” is hereby amended to read as follows:

The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. In addition, the designs of the work as described above need to meet the recognized and accepted civil and geotechnical engineering practices and principles.

B. CBC Appendix J, Section J101.3 entitled "Enforcement Authority" is hereby added to read as follows:

The City Engineer shall have the authority for the enforcement of CBC Appendix J and any amendments thereto. The words "Chief Building Official" as hereinafter used shall mean City Engineer.

C. CBC Appendix J, Section J101.4 entitled "Hazardous Conditions" is hereby added as follows:

Whenever the Chief Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Chief Building Official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

D. CBC Appendix J, Section J103.2 of the California Building Code is hereby amended to read as follows:

J103.2 Exemptions:
A grading permit shall not be required for the following:

1. Grading in an isolated, self-contained area provided there is no danger to the public and that such grading will not adversely affect adjoining property. A determination of exemption per this section shall be made by the City Engineer.

2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1524mm) after the completion of such structure.

3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.

5. Excavations for wells or trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent

or contiguous property.

7. Exploratory excavations performed under the direction of soil engineers or engineering geologists.

8. A fill less than 1 foot (305mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or a cut less than 3 feet (914mm) in depth, not intended to support structures, or does not exceed 50 cubic yards (38.3m) on any one lot and does not obstruct a drainage course.

9. Grading by public agencies or their agents, in connection with construction or maintenance of roads or facilities for the generation, storage, or transmission of water including flood waters or water for the purpose of producing electrical energy.

10. Grading performed by disking or plowing for agricultural purposes in connection with the preparation of soil for crop or animal use.

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City.

E. CBC Appendix J, Section J104.5 entitled "As Built Plans" is hereby added to read as follows:

The permittee shall provide a copy of as-built plans to the City for a permanent record at the end of the approved grading work.

F. CBC Appendix J, Section J105.1 of the California Building Code is hereby amended to read as follows:

Inspections shall be governed by Section 110, Chapter 1, Division II of this code and requirements established, by approved policies and procedures of the Engineering Division. An engineer shall provide grading inspections and certifications for the work.

G. CBC Appendix J, Section J109.4 of the California Building Code is hereby amended to have the following sentences added at the end of the section:

For Single Family Lot Drainage

1. Whenever possible, drainage from single family lots shall flow directly to a street.

2. If it should be determined necessary to allow offside drainage to flow through

a single-family lot (to preserve down lot views, aesthetics, accept flow from offsite property, etc.), the following shall apply:

a. Drainage from only one lot shall flow through only one other lot.

b. A drainage easement shall be provided/obtained over the lot accepting the drainage.

c. The drainage shall be contained within either a concrete/rock lined swale or a reinforced concrete pipe.

d. The drainage facility shall be designed with excess capacity to account for the probable lack of necessary maintenance. Therefore, it shall be designed to convey two times the runoff from a 100-year storm with the minimum diameter for a pipe being 12 inches.

H. CBC Appendix J Section J110.3 entitled "Temporary erosion control during construction", is hereby added to read as follows:

The permittee shall put into effect and maintain all precautionary measures necessary to protect adjacent watercourses and public or private property from damage by erosion, flooding, and deposition of mud or debris origination from the site during the grading operation regardless of lot size.

I. CBC Appendix J Section J112 entitled "Protection of adjacent property" is hereby added to read as follows:

During grading operations, the permittee shall be responsible for the prevention of damage to adjacent property and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking, or other damage which might result.

J. CBC Appendix J Section J113 entitled "Dust control" is hereby added to read as follows:

The owner of the site or the project contractor shall put into effect and maintain all precautionary measures necessary to prevent dust blowing from the site to adjacent properties. Prior to the permit issuance, dust control sign and required contact information as required by the department's policy shall be installed at the site.

15.04.070: VIOLATION; PENALTY:

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or

maintain any residential building in violation of this chapter. Such person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.06

RESIDENTIAL BUILDING CODE

SECTIONS:

15.06.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.06.020: Work exempt from permit
15.06.030: Temporary Occupancy
15.06.040: Board of Appeals
15.06.050: Geotechnical Evaluation
15.06.060: Minimum Roof Classification
15.06.070: Swimming Pool Safety
15.06.080: Violation; Penalty

15.06.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the 2025 California Residential Code including Chapters 1, 4, and 9 (as amended), and AppendicesBF, BO, BJ, and CI (as amended) are adopted as the residential code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.06.020: WORK EXEMPT FROM PERMIT:

CRC chapter 1, division II, section R105.2 (2) and (3) is hereby deleted and rewritten to read as follows:

2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height
3. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

15.06.030: TEMPORARY OCCUPANCY:

CRC chapter 1, division II, section R110.4 is hereby deleted in its entirety and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.04.020(H) for additions and amendments to this section.

15.06.040: BOARD OF APPEALS:

CRC chapter 1, division II, section R112 is hereby deleted in its entirety and rewritten to read as follows:
See Redlands Municipal Code, Title 15, Chapter 15.04.020(K)(L) for additions and amendments to this section

15.06.050 GEOTECHNICAL EVALUATION

CRC Chapter 4 Division II Section R401.4.1 of the California Residential Code is hereby amended by adding a sentence at the end of the section to read as follows:

> A geotechnical or soil report is required for the new construction or when the aggregate size of additions to the original structure exceed 50%.

15.06.060 MINIMUM ROOF COVERING CLASSIFICATION

A. CRC chapter 9, subsection 902.1.1 shall be amended in part in terms of being retitled as follows:

> Roof Coverings within the fire hazard areas as designated by the City of Redlands Fire Chief on the Fire Hazard Map.

B. CRC chapter 9, division II, section R902.1.2 of the California residential code is hereby amended to read as follows:

> The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class B.

C. The remainder of the subsection shall remain unchanged.

15.06.070 SWIMMING POOL SAFETY

A. CRC appendixCI, section 115922 (a) is hereby amended to read as follows:

> Except as provided in Section 115925, when a building permit is issued for the construction of a new pool and/or spa or the remodeling of an existing pool and/or spa at

a private single-family home, the respective swimming pool and/or spa shall be equipped with item #1 and at least one addition of the following seven drowning prevention features:

B. CRC appendixCI, section 115922 (a) (1) is hereby amended to read as follows:

An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in 115922 (a) (4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

15.06.080 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.08

CALIFORNIA PLUMBING CODE

SECTIONS:

15.08.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.08.020: BOARD OF APPEALS
15.08.030 BUILDING SEWERS
15.08.040 PRIVATE SEWAGE DISPOSAL SYSTEMS
15.08.050: VIOLATION; PEANALTY

15.08.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Plumbing Code, 2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the Plumbing Code of the City and all of the regulations, provisions, conditions and terms of the California Plumbing Code are referred to and are adopted and made part of this chapter.

15.08.020 BOARD OF APPEALS.

CPC Chapter 1, Division II, Section 107, is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Plumbing Code.

15.08.030 BUILDING SEWERS

CPC Chapter 7, Division II, Section 713.4 is deleted in its entirety and rewritten as follows:

> 713.4 Public Sewer Availability.
>
> The public sewer shall be considered as not being available where such public sewer is more than two hundred (200) feet for the first dwelling unit and an additional one hundred (100) feet for each subsequent dwelling unit from the nearest point of the property that is served by such public sewer. A property owner, or his authorized representative, may request in writing a waiver based upon technical infeasibility due to site constraints. This request shall be reviewed by the Chief Building Official and a determination given in writing.

15.08.040: PRIVATE SEWAGE DISPOSAL SYSTEMS:

CPC chapter 1, division II, chapter 7 section 721.2.1 are hereby added to read as follows:

721.2.1 Location of private sewage disposal systems.

> All components of an onsite wastewater treatment system shall be located in the front yard area as defined in Redlands Municipal Code.
>
> Exception: If site constraints exist that prevent the placement of the onsite wastewater treatment system in the front yard an alternate location providing vehicle access for the future replacement and servicing shall be provided. If vehicle access is not provided as a result of structures or topography, then both the primary and 100% expansion effluent dispersal fields shall be installed.

15.08.040 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or

maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.10

CALIFORNIA ELECTRICAL CODE

SECTIONS:

15.10.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.10.020: APPEALS BOARD
15.10.040: ELECTRIC FENCES
15.10.040: USED MATERIAL
15.10.050: TRAILERS, MOBILHOMES, COMMERCIAL COACHES AND HOUSE CARS:
15.10.060: VIOLATION–PENALTY

15.10.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Electrical Code, 2025 Edition and Annexes thereto, is adopted as the Electrical Code of the City and all regulations, provisions, conditions, and terms of such electrical code and amendments are referred to and adopted and made a part of this chapter.

15.10.020 BOARD OF APPEALS.

CEC Article 89, Section 89.108.8 shall be deleted in its entirety and shall be rewritten to read as follows:

> Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Electric Code.

15.10.030 ELECTRIC FENCES:

CEC article 90, section 90.10 is hereby added to read as follows:

> It is unlawful to install an electric fence within the city of Redlands. Prohibited electric fences include, but are not limited to, those energized by battery, generator or electrical utility. Electrified security fences that are not in a residential zone and meet the requirements of California Civil Code § 835 are permitted. A building permit is required

for an electrified security fence.

15.10.040 USED MATERIAL:

CEC Article 90, Section 90.10 is hereby added to read as follows:

> Previously used electrical material shall not be reused without prior written approval of the Chief Building Official.

15.10.050 TRAILERS, MOBILEHOMES, COMMERCIAL COACHES AND HOUSECARS:

CEC Article 90, Section 90.11 is hereby added to read as follows:

> Trailers, mobile homes, and commercial coaches being utilized for construction projects as defined in title 8, chapter 8.20 of the Redlands Municipal Code which connect to temporary power shall comply with the city's adopted electrical code. Trailers, mobile homes, commercial coaches, and house cars connected to an electrical source shall obtain an electrical permit prior to the placement and inspections.

15.10.060 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any electrical system in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.12

CALIFORNIA MECHANICAL CODE

SECTIONS:

15.12.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.12.020: BOARD OF APPEALS
15.12.030 VIOLATION; PENALTY

15.12.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Mechanical Code, 2025 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the mechanical code of the City and all of the regulations, provisions, conditions and terms of the California Mechanical Code are referred to and are adopted and made part of this chapter.

15.12.020 BOARD OF APPEALS.

CMC Chapter 1, Division II, Section 107.1 of the California Mechanical Code is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Mechanical Code.

15.12.030 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.16

CALIFORNIA GREEN BUILDING STANDARDS CODE

SECTIONS:

15.16.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.16.020: VIOLATION; PENALTY

15.16.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Green Building Standards, 2025 Edition, is adopted as the Green Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.16.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.18

CALIFORNIA ENERGY CODE

SECTIONS:

15.18.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.18.020: VIOLATION AND PENALTY

15.18.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the city clerk of the city marked and designated as the California Energy Code, 2025 edition, is adopted as the Energy Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.18.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory

requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.22

CALIFORNIA HISTORICAL BUILDING CODE

SECTIONS:

15.22.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.22.020: VIOLATION; PENALTY

15.22.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Historical Building Code, 2025 Edition, is adopted as the Historical Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.22.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.23

CALIFORNIA EXISTING BUILDING CODE

SECTIONS:

15.23.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.23.020: VIOLATION; PENALTY

15.23.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as

the California Existing Building Code, 2025 Edition, is adopted as the Existing Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.23.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

City Council Meeting **K. 1.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2995 amending Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redlands Municipal Code to establish quarterly meetings, and reduce the memberships of, the City of Redlands Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Preservation Commission and Human Relations Commission and Resolution No. 8742 establishing a quarterly meeting schedule for the Commissions (Assistant City Manager McConnell)

MOTION:

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

1. I move that the City Council introduce Ordinance No. 2995.

2. I move to approve Resolution No. 8742 establishing a quarterly meeting schedule for the Airport Advisory Board, the Parks and Recreation Advisory Commission, the Municipal Utilities/Public Works Commission, the Street Tree Commission, the Traffic and Parking Commission, the Cultural Arts Commission, the Citrus Preservation Commission and the Human Relations Commission.

RECOMMENDATION:

Staff recommends the City Council introduce Ordinance No. 2995 amending Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redland's Municipal Code to establish quarterly meetings and reduce the memberships of the City of Redlands Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Preservation Commission and Human Relations Commission.

Staff also recommends the City Council approve Resolution No. 8742 establishing a quarterly meeting schedule for the Airport Advisory Board, the Parks and Recreation Advisory Commission, the Municipal Utilities/Public Works Commission, the Street Tree Commission, the Traffic and Parking Commission, the Cultural Arts Commission, the Citrus Preservation Commission and the Human Relations Commission.

DISCUSSION:

On April 15, 2025, an Ad Hoc Committee of the City Council was formed to review all charters for the City's Commissions, Boards, and Committees (collectively "Commissions"). Mayor Pro Tem Shaw and Council Member Barich were appointed to the Ad Hoc Committee. During the July 15, 2025, City Council meeting, the Ad Hoc Committee presented their findings and recommendations relating to the Commissions. In response to their findings, the City Council directed staff to work with the Ad Hoc Committee to finalize changes to the City's Commission, Boards and Committees and prepare amendments to the Redlands Municipal Code to incorporate those changes for consideration by the City Council.

Recommendations relating to the Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission and Citrus Preservation Commission included the following.

- Reduce the current membership from seven members to five members.
- Change the meeting frequency from bi-monthly to quarterly.

Recommendations relating to the Human Relations Commission included the following.

- Reduce the current membership from nine members to seven members, to include five regular members appointed by Council Members and by District, and two student members (one high school and one college).
- Change the meeting frequency from bi-monthly to quarterly.

Further, for Commissions with student members, it was recommended to modify the rule to include both high school sophomores and juniors as eligible to apply. Commissions with student members include the Human Relations Commission, the Parks and Recreation Advisory Commission and the Traffic and Parking Commission.

To effectuate the aforementioned recommendations, staff has prepared Ordinance No. 2995 amending Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redlands Municipal Code to establish quarterly meeting schedules and reduce the memberships of the City of Redlands Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works

Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Preservation Commission and Human Relations Commission.

Further, with the adoption of Resolution No. 8742 a new quarterly meeting schedule for these Commissions will take effect January 1, 2026. The Commission meetings will continue to be scheduled on the established days and times of the week already in place. For ease of reference, a new Commission meeting schedule is included with this report. It should also be noted that nothing precludes the Commission from calling a Special Meeting as necessary. Lastly, as recommended by the City Council, all Commissions will be reduced in membership through attrition.

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney

Attachments

Ordinance No. 2995 Legislative

Ordinance No. 2995 Clean

Resolution No. 8742

Meeting Schedule

ORDINANCE NO. 2995

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTERS 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, AND 2.66 OF THE REDLANDS MUNICIPAL CODE TO ESTABLISH QUARTERLY MEETINGS, AND REDUCE THE MEMBERSHIP OF, THE CITY OF REDLANDS' AIRPORT ADVISORY BOARD, PARKS AND RECREATION ADVISORY COMMISSION, MUNICIPAL UTILITIES/ PUBLIC WORKS COMMISSION, TRAFFIC AND PARKING COMMISSION, CULTURAL ARTS COMMISSION, CITRUS COMMISSION AND HUMAN RELATIONS COMMISSION

WHEREAS, community members who volunteer to serve on the City of Redlands' boards, committees and commission are vital to the City Council's work, providing valuable insights and recommendations for the betterment of the City; and

WHEREAS, City boards, committees and commissions also provide a crucial avenue for community members to engage in the civic process; and

WHEREAS, the City Council finds that updates to the membership, appointment and terms of certain City boards, committees and commissions will promote efficiency and expand participation of the City's student population; and

WHEREAS, the proposed ordinance would maintain the current members and reduction of membership would occur gradually through term expiration or attrition.

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

Section 1. Section 2.18.020 of the Redlands Municipal Code relating to the membership of the Airport Advisory Board is hereby amended to read as follows:

"2.18.020: MEMBERSHIP; QUALIFICATIONS:

The Airport Advisory Board shall consist of ~~seven~~ five (~~7~~5) members appointed by the Mayor with the approval of the City Council."

Section 2. Section 2.18.30 of the Redlands Municipal Code relating to membership, appointment and terms of the Airport Advisory Board is hereby amended to read as follows:

"2.18.030: MEMBERSHIP; APOINTMENT AND TERMS:

The Airport Advisory Board shall consist of ~~seven~~ five (~~7~~5) members appointed by the Mayor with the approval of the City Council. Each member shall serve a staggered four (4) year term and shall serve until his or her successor is appointed. No person shall serve more than two

(2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the board shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the board shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The City Council may remove any member of the board at any time, without cause, by a majority vote. Four (4) members of the board shall constitute a quorum."

Section 3. Section 2.18.40 of the Redlands Municipal Code relating to organization of the Airport Advisory Board is hereby amended to read as follows:

"2.18.040: ORGANIZATION AND MEETINGS:

The board shall, during the month of July of each year, select from among its members a Chairman to serve for one (1) year. The board shall determine the order of business for the conduct of its meetings, which shall be on call of the Chairman or three (3) members of the board. Three (3) members of the board shall constitute a quorum for the transaction of business.

The board shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time."

Section 4. Section 2.32.020 of the Redlands Municipal Code relating to the membership of the Parks and Recreation Advisory Commission is hereby amended to read as follows:

"2.32.020: MEMBERSHIP:

The Parks and Recreation Advisory Commission shall consist of ~~seven~~five (5~~7~~) members. ~~Six~~Four (4~~6~~) members shall be appointed by the Mayor with the approval of the City Council. The ~~seventh~~ fifth member shall be a City Council appointed student member who shall be a full voting member from the sophomore or junior class of a Redlands Unified School District high school for a term of one year, beginning January 1 and ending December 31 ~~when the student is a senior~~. Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, with the exception of the student member, and neither a member of any other standing commission, board or committee of the City, nor an employee thereof. The City Council may

remove any member of the commission at any time, without cause, by a majority vote. ~~Four~~Three (3~~4~~) members of the commission shall constitute a quorum."

Section 5. Section 2.32.40 of the Redlands Municipal Code relating to organization of the Parks and Recreation Advisory Commission is hereby amended to read as follows:

"2.32.040: ORGANIZATION AND MEETINGS:

The Commissioners shall, upon their appointment, organize and elect a Chairman for the term of one year, and such other officers as the Commissioners may deem advisable, and shall make such rules and regulations as are necessary to fulfill the obligations and duties of the commission.

The commission shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time."

Section 6. Section 2.38.010 of the Redlands Municipal Code relating to the membership of the Municipal Utilities/Public Works Commission is hereby amended to read as follows:

"2.38.010: MEMBERSHIP:

The Municipal Utilities/Public Works Commission shall consist of ~~seven~~five (5~~7~~) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The City Council may remove any member of the commission at any time, without cause, by a majority vote. ~~Four~~Three (3~~4~~) members of the commission shall constitute a quorum."

Section 7. Section 2.38.020 of the Redlands Municipal relating to the organization and meetings of the Municipal Utilities/Public Works Commission is hereby amended to read as follows:

"2.38.020: ORGANIZATION AND MEETINGS:

A. The commission shall ~~meet within one (1) month of its formation and~~ elect a Chairman and Vice Chairman~~. Unless earlier removed by vote of the full commission, the Chairman and Vice Chairman shall serve~~ for a term of one (1) year.

B. A regular time and place of meetings shall be established and adhered to in the manner of holding public meetings of legislative bodies in the State. Except as otherwise provided by law, all meetings shall be open to the public. Meetings shall be held quarterly in the months established by resolution of the City Council, which resolution may be amended from time to time.

C. The Municipal Utilities Director shall act as Secretary to the commission and shall provide staff support as necessary. The commission is encouraged to appoint ad hoc committees to study specific problems particularly when the resolution of any problem requires special skills not possessed by commission members."

Section 8. Section 2.48.020 of the Redlands Municipal Code relating to the membership of the Traffic & Parking Commission is hereby amended to read as follows:

"2.48.020: MEMBERSHIP:

The Traffic and Parking Commission shall consist of ~~seven~~five (5~~7~~) members. ~~Six~~Four (4~~6~~) of its members shall be appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year staggered term and until his or her successor is appointed. No person shall serve more than two (2) consecutive terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for two (2) years or more, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, with the exception of the student member, and neither a member of any other standing committee, board or commission of the City nor an employee thereof. The Council may remove any member of the commission at any time, without cause, by a majority vote. ~~Four~~Three (3) members of the commission shall constitute a quorum.

The City Council shall also appoint one (1) student member as a full voting member of the commission from a sophomore or junior class of a Redlands high school for a term of one (1) year, beginning January 1 and ending December 31 ~~when the student is a senior~~.

The Sergeant of the Traffic Division of the Redlands Police Department and a representative of the Municipal Utilities and Engineering Department shall be ex officio advisory members of the commission."

Section 9. Section 2.48.030 of the Redlands Municipal Code relating to the organization and meetings of the Traffic & Parking Commission is hereby amended to read as follows:

"2.48.030: ORGANIZATION AND MEETINGS:

The commission shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time; and ~~establish regular~~

~~meeting dates, and, at its organizational meeting, shall~~ elect a Chairman for one (1) year and other officers as it may deem advisable. The commission shall make necessary rules and regulations as are necessary to fulfill its obligations and duties.

Section 10. Section 2.50.030 of the Redlands Municipal Code relating to the membership of the Cultural Arts Commission is hereby amended to read as follows:

"2.50.030: MEMBERSHIP:

The Cultural Arts Commission shall consist of ~~seven~~ five (5~~7~~) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year term and until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The Council may remove any member of the commission at any time, without cause, by a majority vote. ~~Four~~Three (3~~4~~) members of the commission shall constitute a quorum."

Section 11. Section 2.50.040 of the Redlands Municipal Code relating to the organization of the Cultural Arts Commission is hereby amended to read as follows:

"2.50.040: ORGANIZATION AND MEETINGS:

The commission shall annually elect a Chairperson for the term of one (1) year and other such officers as deemed advisable. The commission shall keep records of all of its proceedings and actions and shall ~~have regular meeting dates~~ meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time. The Facilities and Community Services ~~Administrator~~Director, or his/her designated appointee, shall serve as staff to the Cultural Arts Commission."

Section 12. Section 2.64.020 of the Redlands Municipal Code relating to the membership of the Citrus Preservation Commission is hereby amended to read as follows:

"2.64.020: MEMBERSHIP:

"The citrus preservation commission shall consist of ~~seven~~ five (5~~7~~) members appointed by the mayor with the approval of the city council. Each member shall serve a staggered four (4) year term and shall serve until his or her successor is appointed.~~Four (4) members shall each serve a four (4) year term, and three (3) members shall each serve a two (2) year term; and each member thereafter shall serve for a staggered four (4) year term until his or her successor is appointed.~~ Vacancies on the commission shall be filled by appointment by the mayor with the

approval of the city council of the unexpired portion of the term. The members of the commission shall serve without compensation, and shall be neither a member of any other standing commission, board or committee of the city nor an employee thereof. The city council may remove any member of the commission at any time, without cause, by a majority vote of the members of the city council. ~~Four~~ Three (3~~4~~) members of the commission shall constitute a quorum."

Section 13. Section 2.64.040 of the Redlands Municipal Code relating to the organization of the Citrus Preservation Commission is hereby amended to read as follows:

"2.64.040: ORGANIZATION AND MEETINGS~~-~~:

The commissioners shall, upon their appointment, organize and elect a chairman for the term of one year, and such other officers as the commissioners may deem advisable, and shall make such rules and regulations, and establish such subcommittees as are reasonable or necessary to fulfill the obligations and duties of the commission.

The commission shall meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time.~~at least monthly~~. There shall be a member of city staff, appointed by the city manager, who shall serve as an ex officio member of the commission, attend all meetings of the commission and shall act as a staff liaison for the city manager and the city council."

Section 14. Section 2.66.020 of the Redlands Municipal Code relating to the membership of the Human Relations Commission is hereby amended to read as follows:

"2.66.020: MEMBERSHIP:

The human relations commission shall consist of ~~nine~~seven (7~~9~~) members who shall each, with the exception of the student members, serve for a four (4) year term and until his or her successor is appointed. Five (5) members shall each be selected from one (1) council district, and be appointed by the Council Member of that corresponding district. Vacancies on the commission shall be filled by ~~members of the city council on a rotational basis~~appointment as set forth above and the term of a commissioner appointed to fill a vacancy shall be for a four (4) year period. No person shall serve more than two (2) consecutive terms unless appointed to an additional term by a four-fifths ($^{4}/_{5}$) vote of the city council. The commission members shall serve without compensation, shall each be a resident of the city, with the exception of the student members, and shall be neither a member of any other standing commission, board or committee of the city nor an employee thereof. ~~One~~Two commission members appointed by the city council shall be from the sophomore or junior class of a Redlands high school or college student. The student member's term shall be for one year, beginning January 1 ~~when the student is a junior~~ and ending December 31 ~~when the student is a senior~~. The student members shall be considered ~~one~~two of the ~~nine~~seven (7~~9~~) members of the commission with full voting powers. ~~Five~~Four (4~~5~~) members of the commission shall constitute a quorum."

Section 15. Section 2.66.040 of the Redlands Municipal Code relating to the organization of the Human Relations Commission is hereby amended to read as follows:

"2.66.040: ORGANIZATION AND MEETINGS:

The commission shall annually elect a chairperson and a vice chairperson and there is no prohibition to the number of terms a member may serve in either capacity. The commission shall keep records of all of its proceedings and actions and shall meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time. ~~have regular meeting dates noticed in accordance with law. Five (5) members of the commission shall constitute a quorum~~"

Section 16. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") because, pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA, it can be seen with certainty by this City Council that there is no possibility that the adoption of this ordinance will directly or indirectly have a significant effect on the environment.

Section 17. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 18. 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 December 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____

Jeanne Donaldson, City Clerk

ORDINANCE NO. 2995

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTERS 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, AND 2.66 OF THE REDLANDS MUNICIPAL CODE TO ESTABLISH QUARTERLY MEETINGS, AND REDUCE THE MEMBERSHIP OF, THE CITY OF REDLANDS' AIRPORT ADVISORY BOARD, PARKS AND RECREATION ADVISORY COMMISSION, MUNICIPAL UTILITIES/ PUBLIC WORKS COMMISSION, TRAFFIC AND PARKING COMMISSION, CULTURAL ARTS COMMISSION, CITRUS COMMISSION AND HUMAN RELATIONS COMMISSION

WHEREAS, community members who volunteer to serve on the City of Redlands' boards, committees and commission are vital to the City Council's work, providing valuable insights and recommendations for the betterment of the City; and

WHEREAS, City boards, committees and commissions also provide a crucial avenue for community members to engage in the civic process; and

WHEREAS, the City Council finds that updates to the membership, appointment and terms of certain City boards, committees and commissions will promote efficiency and expand participation of the City's student population; and

WHEREAS, the proposed ordinance would maintain the current members and reduction of membership would occur gradually through term expiration or attrition.

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

Section 1. Section 2.18.020 of the Redlands Municipal Code relating to the membership of the Airport Advisory Board is hereby amended to read as follows:

"2.18.020: MEMBERSHIP; QUALIFICATIONS:

The Airport Advisory Board shall consist of five (5) members appointed by the Mayor with the approval of the City Council."

Section 2. Section 2.18.30 of the Redlands Municipal Code relating to membership, appointment and terms of the Airport Advisory Board is hereby amended to read as follows:

"2.18.030: MEMBERSHIP; APOINTMENT AND TERMS:

The Airport Advisory Board shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve a staggered four (4) year term and shall serve until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the

City Council. Vacancies on the board shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the board shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The City Council may remove any member of the board at any time, without cause, by a majority vote. Four (4) members of the board shall constitute a quorum."

Section 3. Section 2.18.40 of the Redlands Municipal Code relating to organization of the Airport Advisory Board is hereby amended to read as follows:

"2.18.040: ORGANIZATION AND MEETINGS:

The board shall, during the month of July of each year, select from among its members a Chairman to serve for one (1) year. The board shall determine the order of business for the conduct of its meetings, which shall be on call of the Chairman or three (3) members of the board. Three (3) members of the board shall constitute a quorum for the transaction of business.

The board shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time."

Section 4. Section 2.32.020 of the Redlands Municipal Code relating to the membership of the Parks and Recreation Advisory Commission is hereby amended to read as follows:

"2.32.020: MEMBERSHIP:

The Parks and Recreation Advisory Commission shall consist of five (5) members. Four (4) members shall be appointed by the Mayor with the approval of the City Council. The fifth member shall be a City Council appointed student member who shall be a full voting member from the sophomore or junior class of a Redlands Unified School District high school for a term of one year, beginning January 1 and ending December 31. Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, with the exception of the student member, and neither a member of any other standing commission, board or committee of the City, nor an employee thereof. The City Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum."

Section 5. Section 2.32.40 of the Redlands Municipal Code relating to organization of the Parks and Recreation Advisory Commission is hereby amended to read as follows:

"2.32.040: ORGANIZATION AND MEETINGS:

The Commissioners shall, upon their appointment, organize and elect a Chairman for the term of one year, and such other officers as the Commissioners may deem advisable, and shall make such rules and regulations as are necessary to fulfill the obligations and duties of the commission.

The commission shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time."

Section 6. Section 2.38.010 of the Redlands Municipal Code relating to the membership of the Municipal Utilities/Public Works Commission is hereby amended to read as follows:

"2.38.010: MEMBERSHIP:

The Municipal Utilities/Public Works Commission shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The City Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum."

Section 7. Section 2.38.020 of the Redlands Municipal relating to the organization and meetings of the Municipal Utilities/Public Works Commission is hereby amended to read as follows:

"2.38.020: ORGANIZATION AND MEETINGS:

A. The commission shall elect a Chairman and Vice Chairman for a term of one (1) year.

B. A regular time and place of meetings shall be established and adhered to in the manner of holding public meetings of legislative bodies in the State. Except as otherwise provided by law, all meetings shall be open to the public. Meetings shall be held quarterly in the months established by resolution of the City Council, which resolution may be amended from time to time.

C. The Municipal Utilities Director shall act as Secretary to the commission and shall provide staff support as necessary. The commission is encouraged to appoint ad hoc committees to study specific problems particularly when the resolution of any problem requires special skills not possessed by commission members."

Section 8. Section 2.48.020 of the Redlands Municipal Code relating to the membership of the Traffic & Parking Commission is hereby amended to read as follows:

"2.48.020: MEMBERSHIP:

The Traffic and Parking Commission shall consist of five (5) members. Four (4) of its members shall be appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year staggered term and until his or her successor is appointed. No person shall serve more than two (2) consecutive terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for two (2) years or more, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, with the exception of the student member, and neither a member of any other standing committee, board or commission of the City nor an employee thereof. The Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum.

The City Council shall also appoint one (1) student member as a full voting member of the commission from a sophomore or junior class of a Redlands high school for a term of one (1) year, beginning January 1 and ending December 31.

The Sergeant of the Traffic Division of the Redlands Police Department and a representative of the Municipal Utilities and Engineering Department shall be ex officio advisory members of the commission."

Section 9. Section 2.48.030 of the Redlands Municipal Code relating to the organization and meetings of the Traffic & Parking Commission is hereby amended to read as follows:

"2.48.030: ORGANIZATION AND MEETINGS:

The commission shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time; and elect a Chairman for one (1) year and other officers as it may deem advisable. The commission shall make necessary rules and regulations as are necessary to fulfill its obligations and duties.

Section 10. Section 2.50.030 of the Redlands Municipal Code relating to the membership of the Cultural Arts Commission is hereby amended to read as follows:

"2.50.030: MEMBERSHIP:

The Cultural Arts Commission shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year term and until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum."

Section 11. Section 2.50.040 of the Redlands Municipal Code relating to the organization of the Cultural Arts Commission is hereby amended to read as follows:

"2.50.040: ORGANIZATION AND MEETINGS:

The commission shall annually elect a Chairperson for the term of one (1) year and other such officers as deemed advisable. The commission shall keep records of all of its proceedings and actions and shall meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time. The Facilities and Community Services Director, or his/her designated appointee, shall serve as staff to the Cultural Arts Commission."

Section 12. Section 2.64.020 of the Redlands Municipal Code relating to the membership of the Citrus Preservation Commission is hereby amended to read as follows:

"2.64.020: MEMBERSHIP:

"The citrus preservation commission shall consist of five (5) members appointed by the mayor with the approval of the city council. Each member shall serve a staggered four (4) year term and shall serve until his or her successor is appointed. Vacancies on the commission shall be filled by appointment by the mayor with the approval of the city council of the unexpired portion of the term. The members of the commission shall serve without compensation, and shall be neither a member of any other standing commission, board or committee of the city nor an employee thereof. The city council may remove any member of the commission at any time, without cause, by a majority vote of the members of the city council. Three (3) members of the commission shall constitute a quorum."

Section 13. Section 2.64.040 of the Redlands Municipal Code relating to the organization of the Citrus Preservation Commission is hereby amended to read as follows:

"2.64.040: ORGANIZATION AND MEETINGS:

The commissioners shall, upon their appointment, organize and elect a chairman for the term of one year, and such other officers as the commissioners may deem advisable, and shall make such rules and regulations, and establish such subcommittees as are reasonable or necessary to fulfill the obligations and duties of the commission.

The commission shall meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time.. There shall be a member of city staff, appointed by the city manager, who shall serve as an ex officio member of the commission, attend all meetings of the commission and shall act as a staff liaison for the city manager and the city council."

Section 14. Section 2.66.020 of the Redlands Municipal Code relating to the membership of the Human Relations Commission is hereby amended to read as follows:

"2.66.020: MEMBERSHIP:

The human relations commission shall consist of seven (7) members who shall each, with the exception of the student members, serve for a four (4) year term and until his or her successor is appointed. Five (5) members shall each be selected from one (1) council district, and be appointed by the Council Member of that corresponding district. Vacancies on the commission shall be filled by appointment as set forth above and the term of a commissioner appointed to fill a vacancy shall be for a four (4) year period. No person shall serve more than two (2) consecutive terms unless appointed to an additional term by a four-fifths ($^{4}/_{5}$) vote of the city council. The commission members shall serve without compensation, shall each be a resident of the city, with the exception of the student members, and shall be neither a member of any other standing commission, board or committee of the city nor an employee thereof. Two commission members appointed by the city council shall be from the sophomore or junior class of a Redlands high school or college student. The student member's term shall be for one year, beginning January 1 and ending December 31. The student members shall be considered two of the seven (7) members of the commission with full voting powers. Four (4) members of the commission shall constitute a quorum."

Section 15. Section 2.66.040 of the Redlands Municipal Code relating to the organization of the Human Relations Commission is hereby amended to read as follows:

"2.66.040: ORGANIZATION AND MEETINGS:

The commission shall annually elect a chairperson and a vice chairperson and there is no prohibition to the number of terms a member may serve in either capacity. The commission shall keep records of all of its proceedings and actions and shall meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time."

Section 16. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") because, pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA, it can be seen with certainty by this City Council that there is no possibility that the adoption of this ordinance will directly or indirectly have a significant effect on the environment.

Section 17. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 18. 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 December 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8742

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING THE QUARTERLY MEETING SCHEDULE FOR THE AIRPORT ADVISORY BOARD, PARKS AND RECREATION ADVISORY COMMISSION, MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION, STREET TREE COMMISSION, TRAFFIC AND PARKING COMMISSION, CULTURAL ARTS COMMISSION, CITRUS COMMISSION AND HUMAN RELATIONS COMMISSION

WHEREAS, on April 15, 2025, an Ad Hoc Committee of the City Council was formed to review all charters for the City's Commissions, Boards and Committees (collectively "Commissions"); and

WHEREAS, Mayor Pro Tem Shaw and City Council Member Barich were appointed to the Ad Hoc Committee; and

WHEREAS, the Ad Hoc Committee met with each Chairperson of the City's Commissions, Boards and Committee, and reviewed all charters; and

WHEREAS, the Ad Hoc Committee reported their findings and recommendations to the City Council at its regular meeting of July 15, 2025, which included a recommendation to change to quarterly meetings for the Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Street Tree Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Commission and Human Relations Commission.

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

Section 1. This City Council of the City of Redlands hereby establishes a quarterly meeting schedule for the City's Commissions as follows:

A. The Airport Advisory Board, the Municipal Utilities/Public Works Commission and the Street Tree Commission shall hold their regular meetings in the months of January, April, July and October.

B. The Parks and Recreation Commission, the Citrus Preservation Commission and the Traffic and Parking Commission shall hold their regular meetings in the months of February, May, August and November.

C. The Cultural Arts Commission and the Human Relations Commission shall hold their regular meetings in the months of March, June, September and December.

ADOPTED, SIGNED AND APPROVED, this 2nd day of December 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 therof, held on the 2nd day of December 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Jeanne Donaldson, City Clerk

EFFECTIVE JANUARY 2026

City of Redlands Public Meeting Schedule
City Council, Boards, Commissions, and Committees

FREQUENCY		MONDAY	TUESDAY	WEDNESDAY	THURSDAY
1st Week	Monthly		City Council 5:00 / 6:00 pm - City Council Chambers 798-7531		Development Review / Preliminary Review 9:00 am - City Council Chambers 798-7555 Historic & Scenic Preservation Commission (Brian Foote) 6:00 pm - City Council Chambers 798-7555
	Quarterly (Jan/Apr/Jul/Oct)	Municipal Utilities / Public Works Commission (Sara White) 4:00 pm - City Council Chambers 798-7584x7 / 798-7582			
2nd Week	Monthly		Planning Commission (Brian Desatnik) 4:00 pm - City Council Chambers 798-7555 Library Board (Don McCue) 5:00 pm - A.K. Smiley Library 798-7565		
	Quarterly (Feb/May/Aug/Nov)				Parks & Recreation Advisory Commission (Chandra Thomas) 4:30 p.m. - City Council Chambers 798-7655
	Quarterly (Mar/Jun/Sep/Dec)	Cultural Arts Commission (Joe Bierma) 4:00 pm - Council Chambers 798-7655 Human Relations Commission (Sarah Redinger) 6:30 pm - City Council Chambers 798-7534			
3rd Week	Monthly		City Council 5:00 / 6:00 pm - City Council Chambers 798-7531	Senior Activities Advisory Board 9:00 a.m. - Joslyn Senior Ctr/Community Ctr 798-7572 x 8	
	Quarterly (Jan/Apr/Jul/Oct)				Airport Advisory Board (Don Craw) 6:00 pm - City Council Chambers 798-7655
	Quarterly (Feb/May/Aug/Nov)			Ctirus Preservation (Zach Labonte) 4:00 pm - Municipal Utilities Conf. Room 798-4738	
4th Week	Monthly		Planning Commission (Brian Desatnik) 4:00 pm - City Council Chambers 798-7555		
	Quarterly (Jan/Apr/Jul/Oct)				Street Tree Committee (Erik Reeves) 5:30 pm - City Council Chambers 798-7655
	Quarterly (Feb/May/Aug/Nov)				Traffic & Parking Commission (Johanna Silva and Jeremy Floyd) 6:00 pm - City Council Chambers 798-7584 x7

All meetings are subject to change. Please check with respective department to verify the meeting you wish to attend.

Locations: A.K. Smiley Library: 125 W. Vine Street
City Council Chambers: 35 Cajon Street, Suite 2
Community Center: 111 W. Lugonia Ave.
Municipal Utilites Dept. Conference Room: 35 Cajon Street, Suite 15A

City Council Meeting **K. 2.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2996 adding Chapter 2.30 to the Redlands Municipal Code to establish a Street Tree Commission and Resolution No. 8734 to disestablish the Street Tree Committee and transfer of the current members of the Street Tree Committee to the Street Tree Commission (Assistant City Manager McConnell)

MOTION:

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

"I move that the City Council introduce Ordinance No. 2996 and adopt Resolution No. 8734."

RECOMMENDATION:

Staff recommends the City Council introduce Ordinance No. 2996 adding Chapter 2.30 to the Redlands Municipal Code to establish a Street Tree Commission and adopt Resolution No. 8734 to disestablish the Street Tree Committee and transfer current members of the Committee to the Street Tree Commission.

DISCUSSION:

On April 15, 2025, an Ad Hoc Committee of the City Council was formed to review all charters for the City's Commissions, Boards, and Committee (collectively "Commissions"). Mayor Pro Tem Shaw and Council Member Barich were appointed to the Ad Hoc Committee. During the July 15, 2025, City Council meeting, the Ad Hoc Committee presented their findings and recommendations relating to the Commissions. In response to their findings, the City Council directed staff to work with the Ad Hoc Committee to finalize changes to the City's Commission, Boards and Committees and prepare

amendments to the Redlands Municipal Code to incorporate those changes for consideration by the City Council.

Recommendations relating to the Street Tree Committee included the following:

- Reduce the current membership from seven (7) members to five (5) members.
- Change the meeting frequency from bi-monthly to quarterly.
- Formalize the Street Tree Committee into an official Commission established within the Redlands Municipal Code.

To effectuate the recommendations, staff has prepared Ordinance No. 2996 adding Chapter 2.30 to the Redlands Municipal Code to establish a Street Tree Commission. The purpose and duties of the Street Tree Commission remain the same as they currently exist for the Street Tree Committee. However, the membership has been reduced to five as directed by the City Council. Since the Street Tree Committee was established by resolution, Resolution No. 8734 has also been prepared to rescind Resolution No. 6249, which establishes the Street Tree Committee, upon the effective date of Ordinance No. 2996. In addition, Resolution No. 8734 will transfer the current Street Tree Committee members to the Street Tree Commission.

In regard to the quarterly meeting schedule, the Street Tree Commission will meet on the fourth Thursday at 5:30 p.m. during the months of January, April, July and October. The new quarterly meeting schedule will take effect January 1, 2026. In addition, nothing precludes the Commission from calling a Special Meeting as necessary.

Lastly, there are two vacancies that currently exist on the Street Tree Committee that will not be filled in order to maintain the current membership of five on the Street Tree Commission.

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Tabitha Crocker, Facilities & Community Services Director

Attachments

Ordinance No. 2996

Resolution No. 8734

Resolution No. 6249 (Reference)

ORDINANCE NO. 2996

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 2.30 OF THE REDLANDS MUNICIPAL CODE TO ESTABLISH A STREET TREE COMMISSION.

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 2.30 of the Redlands Municipal Code, entitled "Street Tree Commission," is hereby added to read as follows:

"Chapter 2.30

Street Tree Commission

2.30.010: EXISTENCE

There is a Street Tree Commission established to make recommendations and advise the City Council regarding street trees.

2.30.020: MEMBERSHIP

The Street Tree Commission shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a staggered four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the Commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the Commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City, nor an employee thereof. The City Council may remove any member of the Commission at any time, without cause, by a majority vote. Three (3) members of the Commission shall constitute a quorum.

2.30.030: MEMBERS; FORFEITURE OF OFFICE BY ABSENCE:

Any Commission member who is absent from any three consecutive regular meetings of the Commission, unless excused from such attendance by consent of the Commission, expressed by action of record in its minutes, shall automatically forfeit his or her office as a member of the Commission. The vacancy so created shall be filled by appointment by the City Council for the unexpired portion of the term.

2.30.040: ORGANIZATION AND MEETINGS:

The Commission members, shall, upon their appointment, organize and elect a chairman for the term of one year, and such other officers as the Commission members may deem advisable, and shall make such rules and regulations as are necessary to fulfill the obligations and duties of the Commission.

The Commission shall meet quarterly in the months established by resolution of the City Council, which may be amended from time to time.

2.32.050: DUTIES

The Street Tree Commission shall be advisory to the City Council and shall recommend to the City Council policies for the planting, care and removal of trees and shrubs in all parkways in the City. The Commission shall have regular meeting dates and shall keep records of all its acts and proceedings.

Section 2. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

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

AYES:

NOES:

ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8734

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 6249 TO DISESTABLISH THE CITY'S STREET TREE COMMITTEE AND TRANSFER MEMBERS TO THE STREET TREE COMMISSION

WHEREAS, on February 3, 2004, Resolution No. 6249 was adopted by the City Council to establish a Street Tree Committee to make recommendations and advise the City Council regarding street trees; and

WHEREAS, this City Council acknowledges the value of the Street Tree Committee in recommending policies for the planting, care and removal of trees and shrubs in all parkways within the City; and

WHEREAS, on April 15, 2025, an Ad Hoc Committee of the City Council was formed to review all charters for the City's Commissions, Boards and Committees; and

WHEREAS, Mayor Pro Tem Shaw and City Council Member Barich were appointed to the Ad Hoc Committee; and

WHEREAS, the Ad Hoc Committee met with each Chairperson of the City's Commissions, Boards and Committee, and reviewed all charters; and

WHEREAS, the Ad Hoc Committee reported their findings and recommendations to the City Council at its regular meeting of July 15, 2025, which included a recommendation to formalize the City's current Street Tree Committee into an official Commission established within the Redlands Municipal Code; and

WHEREAS, Ordinance No. 2996 was introduced by the City Council on November 18, 2025, adding Chapter 2.30 to the Redlands Municipal Code establishing a Street Tree Commission; and

WHEREAS, it is the desire of the City Council to transfer the current appointed members of the Street Tree Committee to the Street Tree Commission.

NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS;

Section 1. This City Council hereby transfers the current members of the Street Tree Committee and their unexpired terms to the Street Tree Commission.

Section 2. Resolution No. 6249 is hereby rescinded upon the effective date of Ordinance No. 2996 establishing a Street Tree Commission.

ADOPTED, SIGNED AND APPROVED, this 2nd day of December 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 therof, held on the 2nd day of December 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 6249

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A TRAILS COMMITTEE AND A STREET TREE COMMITTEE, RESPECTIVELY AND RESCINDING RESOLUTION NO. 5574

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

Section 1. The City Council of the City of Redlands hereby establishes a Trails Committee whose purpose and duties shall be as follows:

A. Existence. There is a Trails Committee established by the City Council to make recommendations and advise the City Council regarding trails.

B. Membership. The Trails Committee shall consist of seven members. Each member shall serve for a staggered four-year term and until his or her successor is appointed and qualified. No person shall serve more than two consecutive terms. Committee members shall be appointed by the Mayor with the approval of the City Council. Vacancies shall be filled in the same manner and a committee member appointed to fill a vacancy shall serve for the unexpired portion of the term. The members of the Committee shall serve without compensation and shall be residents of the City and neither officers nor employees thereof. The Council may remove any member of the Committee at any time, without cause, by a majority vote. Four members of the Committee shall constitute a quorum.

C. Members - Forfeiture of office by absence. Any committee member who is absent from any three consecutive regular meetings of the Committee, unless excused from such attendance by consent of the Committee expressed by action of record in its minutes shall automatically forfeit his or her office as a member of the Committee. The vacancy so created shall be filled by appointment by the City Council for the unexpired portion of the term.

D. Organization. The Committee members, shall, upon their appointment, organize and elect a chairman for the term of one year, and such other officers as the Committee members may deem advisable, and shall make such rules and regulations as are necessary to fulfill the obligations and duties of the Committee. A member of the City Council shall be an ex-officio advisory member of the Trails Committee and may attend all meetings of the Committee.

E. Duties. The Trails Committee shall be advisory to the City's Parks Commission and shall recommend to the City Council policies for the establishment, acquisition, development and improvement of trails in the City. The Committee shall have regular meeting dates, shall keep records of all of its acts and proceedings and shall comply with the provisions of the Ralph M. Brown Act (Government Code Section 54940 et. seq).

Section 2. The City Council of the City of Redlands hereby establishes a Street Tree Committee whose purpose and duties shall be as follows:

A. Existence. There is a Street Tree Committee established by the City Council to make recommendations and advise the City Council regarding street trees.

B. Membership. The Street Tree Committee shall consist of seven members. Each member shall serve for a staggered four-year term and until his or her successor is appointed and qualified. No person shall serve more than two consecutive terms. Committee members shall be appointed by the Mayor with the approval of the City Council. Vacancies shall be filled in the same manner and a committee member appointed to fill a vacancy shall serve for the unexpired portion of the term. The members of the Committee shall serve without compensation and shall be residents of the City and neither officers nor employees thereof. The City Council may remove any member of the Committee at any time, without cause, by a majority vote. Four members of the Committee shall constitute a quorum.

C. Members - forfeiture of office by absence. Any committee member who is absent from any three consecutive regular meetings of the Committee, unless excused from such attendance by consent of the Committee expressed by action of record in its minutes shall automatically forfeit his or her office as a member of the Committee. The vacancy so created shall be filled by appointment by the City Council for the unexpired portion of the term.

D. Organization. The Committee members, shall, upon their appointment, organize and elect a chairman for the term of one year, and such other officers as the Committee members may deem advisable, and shall make such rules and regulations as are necessary to fulfill the obligations and duties of the Committee. A member of the City Council shall be an ex-officio advisory member of the Street Tree Committee and may attend all meetings of the Committee.

E. Duties. The Street Tree Committee shall be advisory to the City Council and shall recommend to the City Council policies for the planting, care and removal of trees and shrubs in all parkways in the City. The Committee shall have regular meeting dates, shall keep records of all of its acts and proceedings and shall comply with the provisions of the Ralph M. Brown Act (Government Code Section 54940 et. seq).

Section 3. Resolution No. 5574 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 3rd day of February, 2004.

Susan Peppler
Mayor of the City of Redlands

ATTEST:

Jamie Payzer
City Clerk

City Council Meeting **K. 3.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8737, authorizing the City Manager or his designee to execute the grant award agreement for $2,000,000 and execute the Sub-recipient Agreements, any amendments, and all other related documents associated with the Proposition 47 (Prop 47) grant award, as well as authorize an additional appropriation of $2,000,000 (Assistant City Manager Boatman)

MOTION(S):

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

1. Consider and accept the Prop 47 Cohort 5 Grant, awarded in the amount of $2,000,000; and

2. Adopt Resolution No. 8737, authorizing the City Manager or designee to:
   Execute the Prop 47 Cohort 5 Grant Agreement with the Board of State and Community Corrections (BSCC);
   Execute any necessary sub-recipient agreements, amendments, and all other related documents associated with the grant; and

3. Authorize an additional appropriation of $2,000,000 to the appropriate grant fund and accounts to implement the grant program; and

4. I further move that the City Council approve the sub-recipients as further detailed in the staff report as single/sole source providers for the Prop 47 Cohort Grant.

RECOMMENDATION:

Staff recommends that the City Council accept the grant award of $2,000,000, from the Prop 47 Grant Program and authorize the City Manager or his designee to execute the grant agreement and related program documents, and authorize the additional appropriation of $2,000,000. Staff further recommends the approval of positions as described in the staff report below with a term for each not to exceed June 30, of 2029.

DISCUSSION:

On June 23, 2025, the Board of State and Community Corrections announced the Proposition 47 Cohort grant deadline. The City of Redlands was awarded grant funding of $2,000,000, which will be allocated to local non-profit service providers as sub-recipients in order to meet the project's proposed outcomes. Funding for the agreements under the Homeless Resource Services Program will begin on October 1, 2025 and will end on June 30, 2029. These funds will focus on addressing homelessness and supporting mental health services, treatment for substance-use disorder, and diversion programs for people in the criminal justice system.

The City of Redlands has existing partnerships with key community organizations that will serve as sub-recipients of grant awards. A portion of the grant funds will be allocated to local nonprofit organizations, which will act as subcontractors to deliver critical services aligned with the program's goals. This approach leverages the expertise of community-based organizations to ensure efficient and effective service delivery. Upon the City Council's formal acceptance of the grant, staff will prepare detailed agreements with these subcontractors for future Council approval. In addition to funding service delivery, a portion of the grant will be used to bolster the City's Homeless Solutions Division by hiring dedicated personnel, including:

- One Part-time Outreach Coordinator (2-year limited term)
- One Fulltime Community Outreach (3-year fully benefited)
- One Senior Administrative Assistant (3-year fully benefited)

These roles are designed to provide on-the-ground support and to facilitate program coordination.

The proposed budget spans until June 30, 2029, ensuring sustained impact through structured resource allocation. This investment is expected to help individuals. The table below shows the proposed budget for the grant funds:

Description	Estimated Amounts
Staffing	$700,000
Services and Supplies	$40,000
Training/Travel	$20,000
Equipment/Fixed Assets	$9,000
Indirect Costs	$131,000
Data Collection (HMIS and United 211)	$100,000
Delivery of Permanent Housing (Security Deposits, Rental Subsidies)-Salvation Army	500,000
Transitional Housing-Church of Religious Science	300,000
Employment Services-Chamber of Commerce	200,000
Total Grant Award	$2,000,000

Resolution No. 8737 authorizes the City Manager, or designee, to execute the sub-recipient agreements, any amendments and all other related documents associated with the sub-recipient services related to the Prop 47 Cohort Grant for an amount not to exceed $2,000,000.

ALTERNATIVES:

City Council may elect not to approve Resolution No. 8737 and the grant award of $2,000,0000 and provide alternative direction to staff. However, electing not to approve this item could result in the loss of grant funding by not meeting the expenditure deadline.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety - Strategic Objective 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

PREPARED BY:
Ashley Rosario, Management Analyst

Fiscal Impact

Fiscal Year:	2025-2029
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$2,000,000
Budgeted Y/N:	N
Account No.:	200120

Discussion:

Funding for the services outlined in the staff report will be provided by the grant. An additional appropriation in the amount of $2,000,000 is necessary to allocate the grant funds to the program.

Attachments

Prop 47 Agreement
Additional Appropriation
Resolution

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC141225

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 1412-25	BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
CITY OF REDLANDS

2. The term of this Agreement is:

START DATE
OCTOBER 1, 2025

THROUGH END DATE
JUNE 30, 2029

3. The maximum amount of this Agreement is:
$2,000,000

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 47 Grant Program Cohort 5 Request for Proposals	*
Attachment 2	Proposition 47 Grant Program Proposal	32
Appendix A	Proposition 47 Grant Program Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

** This item is hereby incorporated by reference and can be viewed at: https://www.bscc.ca.gov/s_bsccprop47/*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
CITY OF REDLANDS

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
300 E State Street	Redlands	CA	92373

PRINTED NAME OF PERSON SIGNING	TITLE
CHARLIE DUGGAN	City Manager
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
COLLEEN CURTIN	Deputy Director
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – PROPOSITION 47 GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Redlands (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The City of Redlands seeks funding through California's Proposition 47 grant program to expand its community-based services for individuals experiencing homelessness who are also impacted by low-level criminal offenses. This initiative builds upon existing municipal and county efforts, aiming to create a robust continuum of care that breaks the cycle of homelessness, justice system involvement, and poverty. The program will provide temporary shelter, intensive case management, job readiness training, and pathways to permanent housing for eligible individuals, with an emphasis on restorative and trauma-informed practices. This program is designed to be scalable and sustainable. By demonstrating measurable success in reducing recidivism and improving life outcomes for a vulnerable population, the City of Redlands will leverage Prop 47 funding to advocate for continued support from county agencies, philanthropic partners, and state housing programs.

B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 47 Grant Program Cohort 5 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 47 Grant Program Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Charlie Duggan
Title: City Manager
Address: 300 E State St., Redlands, CA 92373
Phone: (909) 798-7512
Email: cduggan@cityofredlands.org

Designated Financial Officer authorized to receive warrants:

Name: James Garland
Title: Finance Assistant Director
Address: 35 Cajon St., Suite #222, Redlands, CA 92373
Phone: (909) 335-4776
Email: jgarland@cityofredlands.org

Project Director authorized to administer the project:

Name: David Rabindranath
Title: City of Redlands Homeless Solutions Manager
Address: 35 Cajon St., Suite #222, Redlands, CA 92373

EXHIBIT A: SCOPE OF WORK

Phone: (909) 761-5196
Email: drabindranath@cityofredlands.org

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Proposition 47 Grant Program Cohort 5 Request for Proposals and Attachment 2: Proposition 47 Grant Program Proposal.

5. REPORTING REQUIREMENTS

A. The Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. October 1, 2025 to December 31, 2025	February 16, 2026
2. January 1, 2026 to March 31, 2026	May 15, 2026
3. April 1, 2026 to June 30, 2026	August 17, 2026
4. July 1, 2026 to September 30, 2026	November 16, 2026
5. October 1, 2026 to December 31, 2026	February 15, 2027
6. January 1, 2027 to March 31, 2027	May 17, 2027
7. April 1, 2027 to June 30, 2027	August 16, 2027
8. July 1, 2027 to September 30, 2027	November 15, 2027
9. October 1, 2027 to December 31, 2027	February 15, 2028
10. January 1, 2028 to March 31, 2028	May 15, 2028
11. April 1, 2028 to June 30, 2028	August 15, 2028
12. July 1, 2028 to September 30, 2028	November 15, 2028
13. October 1, 2028 to December 31, 2028	February 15, 2029

Note: Project activity period ends December 31, 2028. The period of January 1, 2029 to June 30, 2029 is for completion of Final Local Evaluation Report and financial audit only.

B. **Evaluation Documents**	**Due no later than:**
1. Local Evaluation Plan	March 31, 2026
2. Final Local Evaluation Report	June 30, 2029

C. **Other**	**Due no later than:**
Financial Audit Report	June 30, 2029

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

EXHIBIT A: SCOPE OF WORK

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) from receiving funds from the Proposition 47 Grant Program grants awarded under this RFP, except under authorized conditions, approved by BSCC. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the scoring panel.

B. In cases of an actual conflict of interest with a scoring panelist, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, June 30, 2029. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	Due no later than:
1. October 1, 2025 to December 31, 2025	February 16, 2026
2. January 1, 2026 to March 31, 2026	May 15, 2026
3. April 1, 2026 to June 30, 2026	August 17, 2026
4. July 1, 2026 to September 30, 2026	November 16, 2026
5. October 1, 2026 to December 31, 2026	February 15, 2027
6. January 1, 2027 to March 31, 2027	May 17, 2027
7. April 1, 2027 to June 30, 2027	August 16, 2027
8. July 1, 2027 to September 30, 2027	November 15, 2027
9. October 1, 2027 to December 31, 2027	February 15, 2028
10. January 1, 2028 to March 31, 2028	May 15, 2028
11. April 1, 2028 to June 30, 2028	August 15, 2028
12. July 1, 2028 to September 30, 2028	November 15, 2028
13. October 1, 2028 to December 31, 2028	February 15, 2029

Final Invoicing Period*:	Due no later than:
14. January 1, 2029 to March 31, 2029	May 15, 2029
15. April 1, 2029 to June 30, 2029	August 15, 2029

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, December 31, 2028, and included on the invoice due February 15, 2029. Project expenditures incurred after December 31, 2028 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by June 30, 2029. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2029 to June 30, 2029 must be submitted during the Final Invoicing Period(s), with the final invoice due on August 15, 2029. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.

D. The financial audit is due to BSCC by June 30, 2029. Expenditures incurred for the completion of the financial audit during the period of January 1, 2029 to June 30, 2029 must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2029 Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.

E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31st of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.

B. If Proposition 47 funding is reduced or falls below estimates contained within the Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2023 BSCC Grant Administration Guide.

B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

BUDGET CATEGORIES	GRANT FUNDS	LEVERAGED FUNDS	TOTAL
1. Salaries and Benefits	$700,000	$500,000	$1,200,000
2. Services and Supplies	$40,000	$0	$40,000
3. Professional Services or Public Agency Contracts	$0	$0	$0
4. Non-Governmental Organization (NGO)	$1,000,000	$0	$1,000,000
5. Data Collection and Project Evaluation	$100,000	$0	$100,000
6. Equipment/Fixed Assets	$9,000	$0	$9,000
7. Other (Travel, Training, etc.)	$20,000	$0	$20,000
8. Indirect Costs	$131,000	$0	$131,000
TOTAL	$2,000,000	$500,000	$2,500,000

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 47 Grant Program Cohort 5 Request for Proposals and Attachment 2: Proposition 47 Grant Program Proposal.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Proposition 47 Cohort 5 RFP and described in Appendix B.

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) Books and Records

   Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

   Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board <u>will not</u> enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 47 Grant Program Cohort 5 Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

   1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

   2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 47 Grant Program Cohort 5 Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal, or approved modifications;

   3) failure to provide the required local match share of the total project costs; and

   4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

(or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title

David Rabindranath

06/19/2025

by **David Rabindranath** in **Proposition 47 Grant Program, Cohort 5 - Request for Proposals**

id. 50861954

drabindranath@cityofredlands.org

Original Submission

06/19/2025

Score	n/a
Proposition 47 Cohort 5	checked
Proposition 36 Activities	unchecked
Applicant Category	Small Scope Project - applying for up to $2 million
SUBMITTING A PROPOSAL FOR PROPOSITION 47 GRANT FUNDS	The Proposition 47, Safe Neighborhoods and Schools Act Grant Program, Request for Proposals (RFP) is divided into four sections: Applicant Information, Project Title and Project Summary Proposal Narrative and Budget (with key Attachments) Key Project Contacts Other Attachments: Mandatory and Optional Each section has fields that require a response. Applicants will be prompted to provide written text, numerical input, radial button choices, and upload attachments. Documents in Word, Excel, and/or PDF are allowable formats for upload attachments. Some responses requiring narrative text input have a limited number of allowable characters for those fields. If a character limit has been enabled for a specific response field, a character counter will display the number of characters allowed and will then show the number of characters remaining as text is entered into the response field. Character limits include all text, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants may start and stop their application, as needed, during the solicitation period. However, to save the information entered into the BSCC-Submittable Application, applicants must select "Save Draft" at the bottom of the application before existing. Applicants are prohibited from submitting the Proposition 47, Safe Neighborhoods and Schools Act Grant Program application until all mandatory fields are completed (those with a red asterisk), character limits are in compliance, and required documents have been uploaded. Applicants should read the Proposition 47, Safe Neighborhoods and Schools Act RFP prior to completing this application process. The RFP contains all the necessary information to successfully complete and submit the Proposition 47, Safe Neighborhoods and Schools Act application. This document can be found at: https://www.bscc.ca.gov/s_bsccprop47/

CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Proposition 47, Safe Neighborhoods and Schools Act Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)
APPLICANT INFORMATION, PROJECT TITLE AND PROJECT SUMMARY	This section requires information about the applicant and the proposed project.
Name of Applicant	David Rabindranath
Tax Identification Number	956041565
Applicant's Physical Address	35 Cajon St Suit #222, Redlands, CA Industrial Parkway and Alabama Redlands CA 92373 US 34.055072 -117.1824818
Applicant's Mailing Address (if different than physical address)	35 Cajon St Suit #222, Redlands, CA Redlands CA 92373 US 34.055072 -117.1824818
Mailing Address For Reimbursement Payments	35 Cajon St Suit #222, Redlands, CA Industrial Parkway and Alabama Redlands CA 92373 US 34.055072 -117.1824818
Project Title	City of Redlands Path from Reentry and Houseless to Self Sustainability

Project Summary	The City of Redlands seeks funding through California's Proposition 47 grant program to expand its community-based services for individuals experiencing homelessness who are also impacted by low-level criminal offenses. This initiative builds upon existing municipal and county efforts, aiming to create a robust continuum of care that breaks the cycle of homelessness, justice system involvement, and poverty. The program will provide temporary shelter, intensive case management, job readiness training, and pathways to permanent housing for eligible individuals, with an emphasis on restorative and trauma-informed practices. This program is designed to be scalable and sustainable. By demonstrating measurable success in reducing recidivism and improving life outcomes for a vulnerable population, the City of Redlands will leverage Prop 47 funding to advocate for continued support from county agencies, philanthropic partners, and state housing programs.
PROJECT NARRATIVE AND BUDGET	Complete the following sections: Section 1. Project Need Section 2. Community Engagement Including: Proposition 47 Local Advisory Committee Membership Roster (Attachment C) and Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment D) Section 3. Project Description Including: Proposition 47 Project Work Plan (Attachment B) Section 4. Data Collection and Project Evaluation Section 5: Budget Attachment - Proposal Budget Table and Budget Narrative (Attachment A) The required attachments are stand-alone documents available on the BSCC Proposition 47 Homepage: https://www.bscc.ca.gov/s_bsccprop47/ . Download, complete, and upload where prompted.
Section 1. Project Need	City of Redlands Proposition 47 Grant Application Summary Supporting Homeless Individuals with Low-Level Offenses through Shelter, Workforce Development, and Permanent Housing The City of Redlands seeks funding through California's Proposition 47 grant program to expand its community-based services for individuals experiencing homelessness who are also impacted by low-level criminal offenses. This initiative builds upon existing municipal and county efforts, aiming to create a robust continuum of care that breaks the cycle of homelessness, justice system involvement, and poverty. The program will provide temporary shelter, intensive case management, job readiness training, and pathways to permanent housing for eligible individuals, with an emphasis on restorative and trauma-informed practices. Background and Need Redlands, like many cities in California, faces persistent challenges associated with homelessness, mental health, and recidivism. A significant proportion of the city's unsheltered population struggles with co-occurring behavioral health issues and low-level criminal histories, often resulting in frequent interactions with law enforcement and repeated incarceration for nonviolent offenses. Data from San Bernardino County and local law enforcement agencies indicate that a high percentage of arrests and citations related to this population involve offenses such as loitering, petty theft, substance use, and municipal code violations. Proposition 47, which reclassified certain nonviolent crimes from felonies

to misdemeanors, has created a unique opportunity for communities to redirect resources from incarceration toward prevention, treatment, and rehabilitation. Redlands' proposed program seeks to capitalize on this shift by investing in upstream interventions that address root causes of recidivism among its homeless population, including lack of housing, mental health care, and economic opportunity.

Program Objectives
The overarching goal of the Redlands Prop 47 initiative is to reduce recidivism and promote long-term stability for individuals with low-level offenses who are unhoused or at risk of homelessness. The specific objectives of the program are:

Provide Temporary Shelter and Stabilization Services:
Establish or expand access to interim housing options where clients can receive basic necessities, medical triage, and stabilization services in a safe, low-barrier environment.

Deliver Workforce Development and Job Training:
Implement individualized employment plans that include job readiness assessments, soft skills workshops, vocational training, job placement assistance, and supportive employment opportunities in collaboration with local businesses and workforce partners.

Facilitate Access to Permanent Supportive Housing:
Use a Housing First approach to connect clients to long-term housing with case management and wraparound services, including rent subsidies, landlord mediation, and tenancy support.

Coordinate Behavioral Health and Legal Support Services:
Integrate mental health and substance use disorder treatment with legal navigation services to help participants resolve outstanding citations, expunge records where eligible, and transition successfully from the justice system.

Build Community-Based Systems of Care:
Strengthen interagency collaboration among city departments, law enforcement, county social services, non-profit providers, and the court system to develop a seamless referral and support network.

Program Components
1. Outreach and Intake
Outreach workers, including those with lived experience, will engage clients in the field, at shelters, and through referrals from police, probation, and courts. A trauma-informed intake process will assess clients' housing needs, criminogenic risks, behavioral health history, and employment barriers.

2. Housing Navigation and Interim Shelter
Clients will be placed in safe interim housing facilities, including city-operated shelters and motel voucher programs, while case managers develop individualized service plans. Participants will receive daily living support, transportation assistance, and linkages to treatment or detox

services as needed.

3. Case Management and Service Coordination
Each participant will be assigned a dedicated case manager who coordinates services across agencies and ensures continuity of care. Case plans will include goals for legal compliance, health stabilization, employment, and housing readiness. Case managers will provide court support, assist with documentation, and monitor progress over time.

4. Workforce Skills and Employment Pathways
The city will partner with local workforce agencies, community colleges, and employers to deliver tiered job readiness programming. Modules will cover resume writing, interview preparation, workplace etiquette, digital literacy, and vocational certification. Transitional employment opportunities will be offered through city projects, local nonprofits, and business incentives.

5. Permanent Housing Solutions
Participants will be matched with housing resources based on need and availability. This may include rapid rehousing, permanent supportive housing, or shared housing options. The city will dedicate a housing navigator to identify units, negotiate leases, and mediate landlord relationships. Ongoing tenancy support will be provided to promote housing retention and independence.

Target Population and Eligibility
The program will serve approximately 100 individuals annually who meet the following criteria:

Currently unhoused or at imminent risk of homelessness

Reside in or have frequent law enforcement contact within the City of Redlands

Have a history of nonviolent misdemeanor offenses (including those reclassified under Prop 47)

Are willing to participate in voluntary services aimed at housing and recovery

Priority will be given to individuals with chronic homelessness, co-occurring disorders, and frequent justice system involvement.

Statistics of Redlands Various Populations in Need of Resources:

□ Homeless Population
Point.in.Time Count (Jan 23, 2025):

146 people experiencing homelessness (−31% from 213 in 2024)

Unsheltered individuals: 104 (−28% from 144 in 2024); sheltered: 42 (−39%)

Chronically homeless: 23 people (down from 27 in 2024; 62 in 2023). About 50% of unsheltered adults

Historical trends:

Peak count was 324 (2023), dropping 34% to 213 in 2024 and then 31% to 146 in early 2025 .

The city attributed declines to $40M in grants, Measure T funds, Homekey housing conversion, and funding outreach teams; 230 permanent housing placements and 170 shelter placements in 2023–24 .

🔍 Crime & Public Safety
Crime rates per 100,000 residents (PlaceVista/NeighborhoodScout): placevista.com

Violent crime

Murder: 1.4 (CA avg: 3.1; US avg: 3.0)

Rape: 55.6 (CA: 35.7; US: 38.0)

Robbery: 97.3 (CA: 161.8; US: 40.7)

Assault: 202.9 (CA: 277.9; US: 188.5)

Property crime

Burglary: 458.7 (CA: 837.2; US: 336.1)

Theft: 2132.3 (CA: 3069.2; US: 1913.7)

Vehicle theft: 339.2 (CA: 588.1; US: 167.1)

Arson: 27.8 (CA: 36.6; US: 10.5)

Comparisons:

Redlands' overall crime rate ~1,951 per 100,000 (both violent and property), below CA average of ~2,837

🔍 Low-Income & Poverty Insights
Citywide poverty (Census QuickFacts):

Median household income: $99,158

Per capita income: $47,944

Persons below poverty line: 7.4%
census.gov

Demographic breakdown (City.Data.com & ZipAtlas):

	zipatlas.com Race-based poverty rates: Hispanic: 10.5%; Black: 7.5%; White: 6.6% Child poverty: 7.8% Poverty by age/sex: Males 15 yrs: 20.6%; females 75+ yrs: 16.4% Overall: males 9.1%; females 8.1% Neighborhood disparities: Southwest Redlands: high-income area; 0% childhood poverty; incomes in top ~18% nationwide zipatlas.com neighborhoodscout.com . Lower-income pockets: North of the freeway between Church & Tennessee; some neighborhoods near trailer parks considered “grimier,” though not high crime zones reddit.com . �? Key Takeaways Category Key Highlights Homelessness Significant reductions from 2023 peak of 324 to 146 in Jan 2025; ongoing investment in supportive housing and outreach. Crime Overall crime below CA average; vehicle theft rising; residents report general safety but caution in specific areas. Poverty & Income Overall poverty ~7–9%; certain demographics (e.g., Hispanic, seniors, teenagers) experience higher rates; sharp divides in neighborhood affluence.
Section 2. Community Engagement	The City of Redlands, through a coordinated and multi-sectoral approach, seeks Proposition 47 funding to expand its supportive infrastructure for justice-involved individuals suffering from mental health challenges, substance use disorders, and homelessness. This initiative builds on a growing foundation of collaborative work with key community partners and aims to reduce recidivism, increase access to care, and promote successful reintegration into society through trauma-informed, culturally competent, and evidence-based services. Collaborative Framework The City of Redlands has established a strong coalition of community partners, including nonprofit service providers, faith-based organizations, public safety personnel, housing agencies, educational institutions, workforce development agencies, and healthcare professionals. The City is committed to a client-centered approach that reflects the lived experiences

and voices of the population served. Community engagement is at the core of this project's design and implementation, with a focus on justice equity and restorative practices.

Key partners include:

Family Service Association of Redlands (FSAR) – With over a century of experience supporting at-risk populations, FSAR will lead behavioral health case management, mental health counseling, and care navigation.

Inland Empire Health Plan (IEHP) – A critical partner in coordinating Medicaid-funded services, IEHP helps ensure Prop 47 participants receive consistent access to medical, behavioral, and substance use treatment services.

Step Up on Second – A statewide expert in permanent supportive housing and Housing First models, Step Up will provide housing navigation, placement, and retention support.

San Bernardino County Department of Behavioral Health (DBH) – The DBH will provide wraparound services, crisis stabilization, and psychiatric care where needed.

Redlands Police Department (RPD) – RPD's Homeless Outreach and Proactive Enforcement (HOPE) Team will serve as first responders and co-case managers, prioritizing de-escalation, diversion, and treatment-based solutions in lieu of incarceration.

Crafton Hills College and Redlands Adult School – These institutions will provide educational access and skills-based certifications to improve employment readiness.

Goodwill Southern California – Goodwill's workforce development team will offer employment readiness, vocational training, and job placement services for participants.

City of Redlands Housing Authority – Responsible for identifying and securing transitional and permanent supportive housing resources and coordinating with landlords for lease-up opportunities.

Community-Driven Planning and Input
In the months leading up to this application, the City facilitated stakeholder engagement meetings, focus groups with formerly incarcerated individuals, and community town halls with service providers, neighborhood councils, and faith-based coalitions. These sessions informed the structure of the proposed program and identified gaps in existing services, particularly regarding transitional housing, outpatient treatment slots, and job placement support.

To ensure ongoing community feedback, the project will establish a Prop 47 Advisory Council, which includes system-involved individuals, service partners, city representatives, and community members. This council will meet quarterly to monitor performance metrics, address service barriers,

and recommend program adaptations. Lived experience voices are a mandatory part of this group, reflecting the City's emphasis on client-informed program development.

Proposed Services and Goals
The City of Redlands seeks to address systemic barriers faced by individuals eligible under Prop 47 by expanding coordinated access to:

Behavioral Health Services: Participants will receive mental health counseling, medication management, outpatient substance use treatment, and peer support.

Housing Navigation and Placement: The City and its partners will provide rapid rehousing, landlord engagement, and tenancy support, aiming for long-term stability.

Workforce Development: Job readiness workshops, skills training (e.g., culinary, construction, digital literacy), and employment placements will be prioritized.

Legal and Record Clearing Services: The City will partner with legal aid organizations to assist participants in removing barriers to employment and housing.

Services will be delivered using a coordinated entry model, with a "no wrong door" philosophy. Each client will be assigned a dedicated case manager and receive an individualized service plan informed by needs assessments and client input. Case managers will coordinate services across agencies and ensure continuity of care, especially for individuals dually diagnosed or at risk of reoffending.

Equity, Inclusion, and Trauma-Informed Practices
The City of Redlands is deeply committed to reducing racial and economic disparities in its criminal justice and social support systems. Program staff and partners will receive training in cultural humility, implicit bias, trauma-informed care, and harm reduction principles. Outreach and services will be conducted in English and Spanish, with interpreters and cultural liaisons available for additional language needs.

The program will pay particular attention to subpopulations at heightened risk, including Black and Latinx individuals, LGBTQ+ community members, and women with children. The initiative's equity lens also prioritizes access to care for those who have experienced domestic violence, human trafficking, and chronic homelessness.

Performance Measures and Data Tracking
The City will utilize a centralized data dashboard to track key performance indicators such as:

Reductions in recidivism

Increases in housing retention

Mental health and substance use outcomes

Employment acquisition and retention

Client satisfaction and engagement

All data collection will follow HIPAA and state data privacy guidelines. Evaluation support will be provided by a third-party research partner, and all findings will be reviewed by the Prop 47 Advisory Council for ongoing improvement.

Sustainability and System Integration
While Prop 47 funding will help launch and scale services, the City of Redlands is planning for long-term sustainability through braided funding streams, including:

Ongoing partnerships with IEHP and CalAIM enhanced care management programs

City General Fund commitments and philanthropic support for program operations

Furthermore, this initiative will integrate into the City's larger Strategic Plan to End Homelessness, ensuring alignment with countywide Coordinated Entry System (CES) protocols and regional Continuum of Care (CoC) goals.

Proposition 47 Local Advisory Committee Membership Roster (Attachment C)

Attachment-C-Prop-47-Advisory-Committee-Membership-Roster_1_-_Copy.docx

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Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment D)

Prop_47_Advisory_Committee_Letter.docx

Section 3. Project Description

Here is a **10,000-character project description** for the **City of Redlands Proposition 47 grant application**, integrating partnerships with **Goodwill, Church of Religious Science, Salvation Army, and Reentry Services** to assist homeless individuals with low-level criminal offenses and mental health or substance use challenges:

City of Redlands Proposition 47 Project Description

Holistic Housing, Shelter, Workforce, and Recovery Program for Homeless Individuals with Low-Level Offenses

I. Overview and Rationale

The City of Redlands proposes a comprehensive, evidence-based intervention to serve individuals experiencing homelessness who have low-level criminal offenses and are affected by mental health and/or substance

use disorders. Leveraging Proposition 47 funds, the program will provide trauma-informed shelter services, transitional and permanent housing, workforce development, and behavioral health supports in partnership with local nonprofits and faith-based organizations, including **Goodwill Southern California**, **Church of Religious Science – Redlands**, **The Salvation Army**, and **Reentry Services**.

This initiative directly responds to the ongoing and intertwined crises of homelessness, behavioral health instability, and justice system over-reliance for nonviolent offenses. By focusing on prevention and reentry support, the City of Redlands aims to reduce recidivism, alleviate public safety strain, and improve the long-term health, stability, and dignity of vulnerable residents.

II. Statement of Need

San Bernardino County consistently reports high rates of homelessness and behavioral health disorders among individuals arrested or cited for misdemeanors. In Redlands, law enforcement and city staff routinely encounter individuals cycling between the streets, jails, hospitals, and shelters—often due to minor infractions like trespassing, loitering, petty theft, and substance-related offenses. These patterns reflect systemic gaps in housing access, mental health treatment, and economic opportunity, particularly for those with prior convictions.

Proposition 47 reclassified certain nonviolent crimes and prioritized funding for rehabilitative and diversion-based solutions. The City of Redlands is uniquely positioned to advance a model that combines housing, employment, treatment, and community engagement to help participants rebuild their lives while also benefiting the broader community.

III. Target Population

The program will serve approximately 300 individuals over the grant period who meet the following criteria:

* Currently experiencing homelessness or at imminent risk
* Residing within or frequently interacting with the City of Redlands
* Have prior convictions or citations for Prop 47-eligible offenses (nonviolent, non-serious)
* Demonstrate mental health needs, substance use challenges, or both
* Voluntarily agree to engage in supportive services and case planning

Special attention will be given to individuals with repeated law enforcement interactions, chronic homelessness, and significant service barriers due to trauma or co-occurring disorders.

IV. Program Components

This initiative is designed around five interrelated pillars:

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1. Outreach and Engagement

Lead: Salvation Army & Church of Religious Science

Street outreach teams—comprised of case managers, peer navigators, and crisis response personnel—will conduct regular engagement efforts across key locations in Redlands, including parks, encampments, transit hubs, and community meal programs. Faith-based volunteers and outreach professionals will:

* Build trust with hard-to-reach individuals through repeated contact
* Conduct needs assessments and triage for immediate safety and care
* Offer harm-reduction-based support and linkages to services
* Provide transportation to shelter, treatment, or appointments

These efforts will serve as the program's gateway, helping participants voluntarily transition into a safe and supportive service environment.

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2. Shelter and Interim Housing

Lead: The Salvation Army & City of Redlands

Participants will be offered low-barrier shelter accommodations with integrated wraparound services, including:

* 24/7 safe sleeping facilities or motel vouchers for high-needs cases
* Meals, hygiene services, and access to mail, phones, and caseworkers
* On-site behavioral health screening and referrals
* Individualized service planning and housing goal development

Shelters will operate from a trauma-informed framework, with trained staff creating an atmosphere of dignity and safety. For participants needing detox or medical respite, referrals will be made to regional partners.

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3. Workforce Development and Reentry Support

Lead: Goodwill Southern California & Reentry Services

A central component of the program will be restoring economic mobility through employment and skills-building. Services will include:

* Vocational assessments and individualized employment planning
* Pre-employment workshops: resume building, interview prep, communication
* Occupational certifications and digital literacy courses
* Transitional jobs with Goodwill or city/community projects
* Legal navigation (record expungement, fee forgiveness) and reentry coaching

Goodwill will operate as the workforce hub, leveraging its network to offer supportive employment. Reentry Services will provide one-on-one coaching for justice-involved clients navigating reintegration challenges.

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4. Permanent Housing Navigation

Lead: City of Redlands & Housing Specialists

Using a Housing First philosophy, dedicated navigators will help participants exit shelter and enter long-term, stable housing. Strategies include:

* Assistance obtaining identification, benefits, and housing documentation
* Coordinated Entry System (CES) enrollment and housing match facilitation
* Rental subsidies, landlord engagement, and move-in support
* Ongoing tenancy stabilization services to prevent eviction

Housing placements may include permanent supportive housing, shared apartments, or rapid rehousing models. Case managers will remain connected for at least 12 months post-placement.

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5. Behavioral Health and Peer Recovery Support

Lead: County Behavioral Health and Community-Based Therapists

Behavioral health interventions will be integrated throughout the program. Clients will receive:

* Clinical assessments and individualized treatment plans
* Outpatient or inpatient mental health and substance use services
* Peer recovery coaching and support groups (AA/NA, trauma recovery)
* Coordination with Medi-Cal and community clinics for continuity of care

Mental health professionals will be co-located at shelters and workforce centers to ensure accessibility and reduce stigma.

V. Program Goals and Outcomes

The overarching goal is to reduce incarceration, promote long-term housing and employment, and enhance behavioral health outcomes for people traditionally underserved by the criminal justice system. Key objectives include:

* **300 individuals served** through intake, case management, and services
* **200 individuals placed in safe shelter** within 30 days of enrollment

* **180 individuals engaged in job readiness or training programs**
* **120 individuals obtaining employment or supported work experience**
* **150 individuals placed in permanent housing**
* **60% reduction in recidivism** (re-arrest or citation within 12 months)
* **Improved behavioral health indicators** among program participants

Outcomes will be measured using data from HMIS, CalJIS, workforce partner reports, and client surveys.

VI. Partnerships and Roles

Partner	Role
Goodwill Southern California	Employment training, transitional jobs, career navigation
Church of Religious Science	Volunteer engagement, outreach, recovery support
The Salvation Army	Shelter operations, meals, and initial case management
Reentry Services	Legal aid, expungement assistance, and reintegration coaching
City of Redlands	Program oversight, housing coordination, evaluation
County Behavioral Health	Clinical treatment, peer services, Medi-Cal coordination

Regular coordination meetings and shared case management protocols will ensure service integration and prevent duplication.

VII. Sustainability Plan

The City of Redlands is committed to building long-term capacity for serving justice-impacted homeless residents. To ensure sustainability beyond the Prop 47 grant period, the city will:

* Pursue matching funds through **state and federal sources** (e.g., HHAP, ESG, HUD CoC)
* Leverage **Medi-Cal reimbursements** for behavioral health and case management
* Explore public-private partnerships for workforce expansion and housing acquisition
* Integrate successful elements into ongoing city homeless strategy and general fund allocations

Outcomes and lessons learned will inform future service design and policymaking.

VIII. Conclusion

The City of Redlands and its community partners have crafted a transformative model that reflects the intent and promise of Proposition 47: to shift resources away from incarceration and toward supportive, healing interventions. This project will not only improve outcomes for some of the city's most vulnerable residents but will also strengthen the health, safety, and cohesion of the entire community.

By combining housing, shelter, workforce training, and behavioral health care—delivered through trusted local partners—the city is ready to lead a new chapter of equitable and compassionate public safety.

Would you like this formatted into a Word document or with a matching logic model and budget narrative?

Bibliography (optional)

[1]: https://www.cityofredlands.org/post/homeless-solutions?utm_source=chatgpt.com "Homeless Solutions - City of Redlands"
[2]: https://www.cityofredlands.org/pod/emergency-housing?utm_source=chatgpt.com "Emergency Housing - City of Redlands"
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[4]: https://www.cityofredlands.org/article/what-can-be-done-about-homelessness-and-panhandling-faq?utm_source=chatgpt.com "What can be done about homelessness and panhandling? An FAQ - City of Redlands"
[5]: https://en.wikipedia.org/wiki/Homelessness_in_California?utm_source=chatgpt.com "Homelessness in California"
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[7]: https://www.redlandsusd.net/departments/educational-services-information/behavioral-and-mental-health-services/academic-case-carriers/homeless-education-program?utm_source=chatgpt.com "Homeless Education Program - Redlands Unified School District"
[8]: https://www.redlandscommunitynews.com/news/redlands-forum-highlights-innovative-solutions-to-homelessness/article_02255f04-79ce-11ef-9a43-2b38e8b756b6.html?utm_source=chatgpt.com "Redlands Forum highlights innovative solutions to homelessness | News | redlandscommunitynews.com"
[9]: https://dph.sbcounty.gov/community-resources/?utm_source=chatgpt.com "Community Resources – Department of Public Health"
[10]: https://www.reddit.com/r/InlandEmpire/comments/10ic19a?utm_source=chatgpt.com "People of the inland empire (Fontana,Rialto,Bloomington,Redlands,San Bernardino) and another close by cities.. Anybody willing to get something together to start working on the homeless situation? Whatever that may be. I’m not rich but am willing to try and do my part with what the cities aren’t."
[11]: https://www.reddit.com/r/sanbernardino/comments/1g7gjcr?utm_source=chatgpt.com "Need help"

Proposition 47 Project Work Plan (Attachment B)

Attachment-H_Project-Work-Plan.pdf

Section 4. Data Collection and Project Evaluation



1. Data Sources & Metrics
A. Law Enforcement Data
Police CAD & case reports:
RPD collects incident-level data via its Computer-Aided Dispatch (CAD) system, including both Prop 47–eligible offenses (e.g., retail theft, drug possession) and others. This forms the basis of crime tracking and response-time metrics
communityforwardredlands.com
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auditor.ca.gov

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arxiv.org
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Online crime reporting portal:
Enables public submission of non-violent incidents—such as garage burglaries, vehicle thefts, graffiti, identity theft—fostering community-to-City data flow
cityofredlands.org
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B. Homelessness & Housing Data
Point.in.Time (PIT) Counts and surveys:
Conducted annually in partnership with San Bernardino County, the PIT provides a one-night snapshot of both sheltered and unsheltered individuals, along with demographic and chronicity data
reddit.com
+4
communityforwardredlands.com
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communityforwardredlands.com
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Service provider tracking:
Shelter operators and outreach teams report placements into permanent housing, shelter, and hotel rooms—230 permanent, 170 shelter placements reported in 2023–24
communityforwardredlands.com
+1
communityforwardredlands.com
+1
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Funding & service logs:
Records from Measure T, Home key, Encampment Resolution Fund, and direct grant tracking are maintained to monitor investment through Homeless Management Interface System database (HMIS) and impact
reddit.com
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communityforwardredlands.com
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communityforwardredlands.com
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C. Social Services & Community Program Data
Redlands Homeless Solutions Office (HSO):
Intake and case management logs capture data on each person engaged, including demographics, service needs, referrals, and follow-ups. Outreach teams submit regular progress and outcome reports.

Partner agency reports:
Implementation partners (e.g., Salvation Army, Family Services, Youth Hope) track client-level service data (mental health, substance use treatment, employment support) and report outcomes periodically to the HSO.

🔄 2. Data Management & Integration
Central data dashboard:
The City utilizes a centralized platform where CAD data, PIT results, HSO case management records, and partner agency data are aggregated. This dashboard supports reporting on KPIs and allows for quarterly reviews.

Quarterly Prop 47 Advisory Council reviews:
Includes system users, partners, and community members who examine trends—such as recidivism rates, housing stability, service utilization—and recommend adjustments.

Compliance with confidentiality standards:
All health and criminal justice data are managed under HIPAA and DOJ confidentiality protocols, with aggregate-level public reporting to maintain transparency without compromising privacy.

🔄 3. Key Performance Indicators
The City monitors the following metrics to evaluate Prop 47 program success:

Crime-related metrics

Volume and type of Prop 47–eligible crimes

Response times for police dispatch (tracked via CAD)
cityofredlands.org
+11
cityofredlands.org
+11
reddit.com
+11
cityofredlands.org
+6
communityforwardredlands.com
+6
reddit.com
+6
arxiv.org
+2
auditor.ca.gov
+2
reddit.com
+2

Repeat offense/recidivism rates among diverted individuals

Housing stability outcomes

PIT count trends (sheltered and unsheltered totals)
inspire.redlands.edu
+6
communityforwardredlands.com
+6
reddit.com
+6
communityforwardredlands.com

Permanent housing vs. shelter/hotel placement rates

Length of stay, returns to homelessness

Behavioral health & service metrics

Number of individuals receiving mental health/substance use services

Treatment engagement duration and completion rates

Social & economic indicators

Job placement/job retention data from employment service partners

Legal record clearing engagements and outcomes

4. Implementation & Reporting Practices
Annual PIT Count & outreach surveys: Provides quantitative benchmarks and qualitative insights (e.g., first-time homelessness, chronicity).

Monthly partner data submissions: Shelter/housing providers and outreach teams submit standardized forms to HSO.

Quarterly Advisory Council reviews: Dashboard data are cross-compared with community feedback to steer program enhancements.

Annual Prop 47 State Report:

Submits crime reduction, recidivism, and service engagement data to BSCC, as mandated for Prop 47 grantees.

Includes budget breakdowns for grant vs. city/local match (e.g., Measure T, Homekey).

5. Strengths, Challenges & Next Steps
Strengths:

Integration of law enforcement and social services data via centralized dashboard

Multi-agency collaboration with regular data sharing and program oversight

Strong reliance on annual PIT and community engagement

Challenges:

CAD system changes leading to response time variability, as seen in county data
communityforwardredlands.com
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communityforwardredlands.com
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communityforwardredlands.com
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reddit.com
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reddit.com
cityofredlands.org
+3
reddit.com
+3
census.gov
+3
auditor.ca.gov
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reddit.com
+1
communityforwardredlands.com

Gaps in real-time connectivity across partnering agencies

Privacy/legal constraints limit granular public disclosure

Next Steps:

Enhance dashboard to support predictive analytics (e.g., hotspot analysis, risk stratification)

Standardize data-sharing agreements with partner NGOs

Incorporate client-reported outcomes (e.g., satisfaction, functional outcomes)

Expand Advisory Council to include analysts and technology partners

 Summary
The City of Redlands has established a robust, multi-dimensional data collection and reporting system for its Proposition 47 program, featuring:

Annual PIT counts, CAD-based crime tracking, HSO-managed case data, and partner agency service logs

KPI monitoring covering crime, homelessness, behavioral health, and economic reintegration

	A centralized dashboard enabling quarterly oversight by a diverse advisory council Regulatory compliance (HIPAA, Prop 47 reporting) and a commitment to continuous improvement This structured, evidence-driven approach supports responsive program management, meaningful outcome tracking, and scalability—all of which strengthen both grant accountability and public trust. If you'd like more focus on specific datasets or dashboard visualizations, just let me know!

Section 5. Budget Attachment- Proposal Budget Table and Budget Narrative (Attachment A)

Attachment-A-Prop-47-Cohort-5-Budget_4.11.25_1.xlsx

KEY PROJECT CONTACTS	This sub-section requires information about the key project contact individuals that will be acting as the project administrators of the grant. This section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.
Project Director	David Rabindranath
Project Director's Title	City of Redlands Homeless Solutions Manager
Project Director's Physical Address	35 Cajon St Suit #222, Redlands, CA Industrial Parkway and Alabama Redlands CA 92373 US 34.055072 -117.1824818
Project Director's Email Address	drabindranath@cityofredlands.org
Project Director's Phone Number	+19097615196
Financial Officer	James Garland
Financial Officer's Title	Finance Assistant Director

Financial Officer's Physical Address	35 Cajon St Suit #222, Redlands, CA Redlands CA 92373 US 34.055072 -117.1824818
Financial Officer's Email Address	jgarland@cityofredlands.org
Financial Officer's Phone Number	+19093354776
Day-To-Day Program Contact	Ashley Rosario
Day-To-Day Program Contact's Title and Agency/Department/Organization	Management Analyst, Homeless Solutions Division, City of Redlands
Day-To-Day Program Contact's Physical Address	35 Cajon St Suit #222, Redlands, CA Redlands CA 92373 US 34.055072 -117.1824818
Day-To-Day Program Contact's Email Address	arosario@cityofredlands.org
Day-To-Day Program Contact's Phone Number	+18405872477
Day-To-Day Fiscal Contact	Ashley Rosario
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Management Analyst, Homeless Solutions Division, City of Redlands
Day-To-Day Fiscal Contact's Physical Address	35 Cajon St Suit #222, Redlands, CA Redlands CA 92373 US 34.055072 -117.1824818

Day-To-Day Fiscal Contact's Email Address	aroasrio@cityofredlands.org
Day-To-Day Fiscal Contact's Phone Number	+18405872477
Name of Authorized Officer*	Charlie Duggan
I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.	checked
Date of Assurance	6/18/2025
Authorized Officer's Title and Agency/Department	City Manager, City of Redlands
Authorized Officer's Physical Address	300 E State st Redlands CA 92373 US 34.055965 -117.1788
Authorized Officer's Email Address	cduggan@cityofredlands.org
Authorized Officer's Phone Number	+19097987512

2025 Proposition 47 Grant Program - Proposal Budget and Budget Narrative			
Name of Applicant:	City of Redlands		
Contract Term: October 1, 2025 through June 30, 2029			
Note: Budget Categories 1 - 8 will auto-populate based on the information entered in the sections below.			

Budget Category	Grant Funds	Leveraged Funds	Total
1. Salaries and Benefits	$700,000	$500,000	$1,200,000
2. Services and Supplies	$40,000	$0	$40,000
3. Professional Services or Public Agency Subcontracts	$0	$0	$0
4. Non-Governmental Organization (NGO) Subcontracts *(In order to be eligible, a minimum of 50% of the total grant funds requested must be shown in the "Grant Funds" column)*	$1,000,000	$0	$1,000,000
5. Data Collection and Project Evaluation	$100,000	$0	$100,000
6. Equipment/Fixed Assets	$9,000	$0	$9,000
7. Other (Travel, Training, etc.)	$20,000	$0	$20,000
8. Indirect Cost	$131,000	$0	$131,000
TOTAL	**$2,000,000**	**$500,000**	**$2,500,000**

1a. Salaries and Benefits

Name and Title	(Show as either % FTE **or** Hourly Rate) & Benefits	Grant Funds	Leveraged Funds	Total
Senior Admin Assistant	1.0 FTE for 3 years	$300,000	$0	$300,000
Outreach Specialist	1.5 FTE for 3 years	$400,000	$0	$400,000
Homeless Solutions Manager	1.0 FTE	$0	$500,000	$500,000
		$0		$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
TOTAL		**$700,000**	**$500,000**	**$1,200,000**

1b. Salaries and Benefits Narrative: *Provide a brief description for each position that addresses their role on the grant project.*

Senior Admin Assistant- 1 Senior admin assistant full-time. Benefits include medical, dental, Calpers retirement, vision. Positions will be funded for 3 years. The Senior Administrative Assistant for Grant Administration provides high-level administrative and operational support to ensure the efficient coordination, compliance, and reporting of grant-funded programs. This role is critical in supporting program managers, fiscal officers, and community partners by maintaining documentation, monitoring deadlines, processing reports, and ensuring compliance with local, state, and federal grant requirements. The position requires strong organizational skills, attention to detail, and the ability to manage multiple priorities in a fast-paced, deadline-driven environment. Outreach Speicalist- 1 full time and 1 part time position. Funded for 3 years. Benefits include medical, dental, Calpers retirement, vision. The Homeless Outreach Specialist connects individuals experiencing homelessness with critical services, including shelter, housing, healthcare, mental health, and substance use treatment. Working in the field and in collaboration with city departments and community partners, this role builds trust with unsheltered individuals, conducts needs assessments, and facilitates referrals to supportive programs. The specialist plays a key role in reducing homelessness and improving public health and safety through compassionate, client-centered engagement. Homeless Solutions Manager- Provides program oversite.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
Outreach Materials (Water, Toiletry Kits)	$10,000 Annually	$40,000	$0	$40,000
			$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
TOTAL		**$40,000**	**$0**	**$40,000**

2b. Services and Supplies Narrative: *Provide a brief description for each item that explains how it will be used toward fulfilling grant objectives.*

Cell Phone and Outreach Supplies- Outreach supplies are essential tools that enable frontline staff to engage effectively and compassionately with individuals experiencing homelessness or behavioral health crises. These supplies support initial contact, trust-building, and the provision of immediate basic needs, which are often the first steps toward long-term service connection.

3a. Professional Services or Public Agency Subcontracts

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
TOTAL		**$0**	**$0**	**$0**

3b. Professional Services or Public Agency Subcontracts Narrative: *List each consultant and/or public agency that will receive grant funds. Provide a brief description of the services that will be provided.*

Enter narrative here. You may expand row height if needed.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Subcontracts	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
Salvation Army (Permanenet Housing)		$500,000	$0	$500,000
Church of Religious Scinece (Transitional Housing)		$300,000	$0	$300,000
Goodwill Career Services (Employment Services)		$200,000	$0	$200,000
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
TOTAL *(a minimum of 50% of the total grant funds requested must be shown in the "Grant Funds" column)*		**$1,000,000**	**$0**	**$1,000,000**

4b. Non-Governmental Organization (NGO) Subcontracts Narrative: *List each NGO subcontractor that will receive grant funds. Provide a brief description of the services that will be provided.*

Salvation Army povides short term permanenet housing rental assistanace. Assistance is up to 3 months in shared housing. $3,000 per client for 100 clients plus staffing. Church of Religious Scince provides shelter and transtional housing for minimum 100 clients Goodwill Career Services provides employment services and case management for 3 months to help clients secure jobs.

5a. Data Collection and Project Evaluation *[minimum 5% of requested grant funds (or $50,000, whichever is greater) but not more than 10%]*

Description of Data Collection and Project Evaluation	Grant Funds	Leveraged Funds	Total
Homeless Management Informaiton System (HMIS)	$0	$0	$0
211 United Way Coordinated Entry System (Staffiing Oversite)	$100,000	$0	$100,000
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
TOTAL	**$100,000**	**$0**	**$100,000**

5b. Data Collection and Project Evaluation Narrative:

Homeless Management Informaiton System (HMIS)- Contract with County of San Bernardino Homeless Services

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Cell Phones	$3000 Annually	$9,000	$0	$9,000
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
	TOTAL	**$9,000**	**$0**	**$9,000**

6b. Equipment/Fixed Assets Narrative: *List any equipment or fixed assets that will be purchased with grant funds and provide a brief description of each item that explains how it will be used toward fulfilling grant objectives.*

Enter narrative here. You may expand row height if needed.

7a. Other (Travel, Training, etc.)

Description of Other (Travel, Training, etc.)	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Travel	As needed	$10,000	$0	$10,000
Training	As needed	$10,000	$0	$10,000
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
	TOTAL	**$20,000**	**$0**	**$20,000**

7b. Other (Travel, Training, etc.) Narrative: *Provide a brief explanation for how each item listed above will contribute toward fulfilling grant objectives. Please budget for at least one 2-day trip to Sacramento for 3-5 key grant team members.*

Travel and training as needed

8a. Indirect Costs			
For this grant program, indirect costs may be charged using only **one** of the two options below:	Grant Funds	Leveraged Funds	Total
1) Indirect costs not to exceed 15 percent (15%) of the total grant award. Applicable if the applicant **does not have** a federally approved indirect cost rate.	$131,000	$0	$131,000
If using Option 1) grant funds allocated to Indirect Costs may not exceed:	***$280,350***		
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the applicant **has** a federally approved indirect cost rate. Amount claimed may not exceed the applicant's federally approved indirect cost rate.	$0	$0	$0
If using Option 2) grant funds allocated to Indirect Costs may not exceed:	***$373,800***		
*Please see **Instructions** tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns **red**, please adjust it to not exceed the line-item noted.*	**$131,000**	**$0**	**$131,000**

8b. Indirect Costs Narrative:
Adminstrative Costs

Attachment H: Proposition 47 Project Work Plan

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Instructions: Applicants must complete a Project Work Plan, using the format below, that identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process, and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. The Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

(1) Goal:	**Connect with 100 homeless people who fit eligibility criteria of reentry population with mental health or substance abuse disorder through outreach.**		
Objectives (A., B., etc.)	City of Redlands outreach staff will contact clients in homeless encampments and on streets to screen to find eligible. City of Redlands staff will refer clients to Salvation Army for emergency shelter and permanent housing as appropriate. City Senior Administrative Assistant will keep track of client data through HMIS Clarity database and schedule weekly case conferences to track clients.		
Process Measures and Outcome Measures:	100 minimum clients will be served and tracked through HMIS database. 100 clients will be enrolled in shelter and permanent housing (25 within the first 9 months, 50 by the first 18 months, 75 by 27, and 100 by 36 months). Clients will all be connected with mental health and substance abuse services as needed while seeking or in housing.		
Project activities that support the identified goal and objectives:		Responsible staff/partners:	Timeline
			Start Date / End Date
Street outreach, connecting clients to emergency shelter, referring clients for permanent housing, connect clients with various mental health services, connect clients with inpatient substance abuse services, help clients receive ID and Social Security cards.		City of Redlands outreach staff and County DBH Social Worker.	11/1/2024 – 01/01/2028
List data and sources to be used to measure outcomes:	Client contacts, HMIS database, tracking outcomes, weekly case conferencing with partners of clients.		

(2) Goal:	Salvation Army provide shelter and permanent housing to minimum 100 clients.
Objectives (A., B., etc.)	Salvation Army provide shelter for minimum 100 clients within 36 months (25 within the first 9 months, 50 by the first 18 months, 75 by 27, and 100 by 36 months). Provide permanent housing placement and case manage clients up to 6 months (25 within the first 9 months, 50 by the first 18 months, 75 by 27, and 100 by 36 months).

Process Measures and Outcome Measures:	Track clients being served in shelter and permanent housing.

Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
Provide emergency shelter and transitional housing to single adults. Provide permanent housing placement to 100 people minimum in 36 months in sober living or Room/Boards and case manage up to 6 months.	Salvation Army	01/01/2025	01/01/2028

List data and sources to be used to measure outcomes: Client contacts, HMIS database, tracking outcomes, weekly case conferencing with partners of clients.

(3) Goal:	Goodwill Career services connect at least 50 clients minimum with employment or vocational services.
Objectives (A., B., etc.)	Employment specialists connect clients with employment once in emergency shelter or permanent housing.
Process Measures and Outcome Measures:	Track data in HMIS.

Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
Connect clients to employment, resume building, vocational training, interview skill classes.	Goodwill Career Services	11/1/2024	01/01/2028

List data and sources to be used to measure outcomes: Client contacts, HMIS database, tracking outcomes, weekly case conferencing with partners of clients.

Attachment C: Proposition 47 Local Advisory Committee Membership Roster

Required Attachment: A complete Membership Roster must be uploaded to the BSCC Submittable Application Portal in order to be considered for funding.

Name of Applicant (Lead Public Agency): City of Redlands

Individual Name	Job Title	Agency/Organization
David Rabindranath	Homeless Solutions Manager	City of Redlands
Steven Pinckney	Grant Administrator	Salvation Army
Bryan Smith	Employment Supervisor	Goodwill Career Services
Ed Torres	President	Church of Religious Science

FACILITIES & COMMUNITY SERVICES

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7655
www.cityofredlands.org

CHRIS BOATMAN
ASSISTANT CITY MANAGER

TABITHA CROCKER
ASSISTANT DIRECTOR

6/18/2025

This is a letter of agreement between **City of Redlands** and all organizations listed herein for the purposes of applying for the Proposition 47 Grant administered by the Board of State and Community Corrections. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **City of Redlands** using a collaborative approach. This advisory body will, at a minimum, advise the Applicant on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

(Note: Applicants may provide additional information or narrative here, e.g., explain the detail of collaboration, list the services or support, provide dates and timelines, etc.)

Signed in mutual agreement,

APPLICANT SIGNATURE

X_____
Signature
David Rabindranath, Homeless Solutions Manager
City of Redlands
35 Cajon St. Suite 222, Redlands, CA 92373

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X_____
Signature
Steven Pinckney, Grant Administrator
Salvation Army
838 Alta St, Redlands, CA 92373

X_____
Signature
Ed Torres, President
Church of Religious Science
602 Church St, Redlands, CA 92374

X 
Signature
Bryan Smith, Program Manager
Goodwill Career Services
444 S Waterman Ave, San Bernardino, CA 92408

Best Regards, 

David Rabindranath
Homeless Solutions Coordinator
City of Redlands
909-761-5196
Drabindranath@cityofredlands.org

APPENDIX A: PROPOSITION 47 GRANT PROGRAM SCORING PANEL ROSTER

	Name	Title/Organization
1	Jamie Achterberg	Assistant to the City Manager, City of Bakersfield
2	Galit Lipa	Agency Director, Office of the State Public Defender
3	Tracie Neal	Chief Probation Officer, Shasta County Probation Department
4	Marcus Galeste	Research Scientist III, Commission for Behavioral Health
5	Lisa Hooks	Staff Services Manager II, Regional Manager, State Council on Developmental Disabilities
6	Nakea Blair	Program Director, Bigger Than You Inc.
7	Melissa Chelius	Associate Governmental Program Analyst, California Department of Corrections and Rehabilitation
8	Jose de Avila	Probation Manager, Contra Costa County Probation Department
9	Deirdre Benedict	Supervising Analyst, Judicial Council of California
10	Dallaery M. Limon	WHO Case Manager, Family Assistance Next Step Reentry Housing Program
11	Deanna Adams	Attorney II, Judicial Council of California
12	Sandy Bonilla	Co-Founder/Director, Southern California Mountains Foundation Urban Conservation Corp
13	Miguel Santos	Correctional Counselor II, California Department of Corrections and Rehabilitation

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING PROPOSITION 47 GRANT FUNDS

This RFP includes requirements that apply to non-governmental organizations **that receive BSCC grant funds as a subcontractor**. Grantees are responsible for ensuring that all subcontracted third parties continually meet these requirements as a condition of receiving any Prop 47 funds. The RFP describes these requirements as follows. Any non-governmental organization that receives Prop 47 funds must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the start date of the applicant's Grant Agreement with BSCC.

  Note: Non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the applicant's Grant Agreement with BSCC.
- Be registered with the California Secretary of State's Office, if applicable.
- Have a valid Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
- Have a valid business license, if applicable.
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In the table below, provide the name of the Grantee and list all subcontracted third parties.

Name of Grantee:

Name of Subcontracted Third Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Refer to next page for signature block.

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING PROPOSITION 47 GRANT FUNDS

Grantees are required to update this list and submit it to BSCC any time a new third-party subcontract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Proposition 47 RFP. These records will be subject to the records and retention language found in Exhibits A and C of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE *(This document must be signed by the person who is authorized to sign the Grant Agreement.)*			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (**verified e-signature is acceptable**) X			DATE

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/4/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Homeless Solutions

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Salaries	200120	5001	TBD	$ 700,000.00
Special Program Expenditures	200120	6708	TBD	$ 1,000,000.00
Services and Supplies	200120	7002	TBD	$ 40,000.00
Training/Travel	200120	6403	TBD	$20,000.00
Equipment/Fixed Assets	200120	7810	TBD	$ 9,000.00
Indirect Costs	200120	5001	TBD	$ 131,000.00
Data Collection	200120	6703	TBD	$ 100,000.00
				$ $2,000,000.0-0

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200120	4401	TBD	$ 2,000,000.00
				$ $ 2,000,000.0-0

JUSTIFICATION: Acceptance of Proposition 47 Cohort Grant Award

Requested By: Christopher Boatman
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____

City Clerk

RESOLUTION NO. 8737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SUB-RECIPIENT AGREEMENTS FOR THE PROPOSITION 47 COHORT GRANT AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) TO FUND MENTAL HEALTH SERVICES, SUBSTANCE USE DISORDER TREATMENT/AND OR DIVERSION PROGRAMS FOR THOSE IN THE CRIMINAL JUSTICE SYSTEM AND TO NEGOTIATE AND EXECUTE RELATED DOCUMENTS ASSOCIATED WITH THE SUB-RECIPIENT AGREEMENTS

WHEREAS, the Board of State and Community Corrections announced a Request for Proposals for the Proposition 47 Cohort Grant which seeks to fund actionable local solutions that are human-centered to help individuals experiencing homelessness and mental health issues, related to substance-use disorder; and

WHEREAS, the Homeless Solutions Division Manager and Management Analyst submitted a grant application; and

WHEREAS, on September 24, 2025, the Homeless Solutions Division received confirmation from the Board of State and Community Corrections (BSCC) of their intent to award the City's proposed Proposition 47 Cohort Grant in the amount of $2,000,000; and

WHEREAS, on December 2, 2025, the City Council wishes to accept Proposition 47 Cohort Grant funding award of $2,000,000 of which $1,000,000 is allocated to sub-recipient agreements; and

WHEREAS, the sub-recipients will provide a range of supportive services through a multi-faceted approach to address the specific needs of individuals experiencing homelessness in Redlands. Grant funding will support services including but not limited to, temporary and transitional housing, behavioral health and substance-use treatment, employment assistant and specialized care for those with chronic health and physical disabilities; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

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

Section 1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

Section 2. The City Manager of the City of Redlands, or designee, is hereby authorized and directed to execute the Proposition 47 Cohort Grant sub-recipient agreements and any sub-recipient agreement amendments thereto.

Section 3. This Resolution shall become effective immediately.

ADOPTED, SIGNED AND APPROVED this 2nd day of December, 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 2nd day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **K. 4.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of authorization to release $31,773 from the Fire Equipment Fund Reserve for the purchase of a replacement Brush Engine and Water Tender, approve a corresponding appropriation in the amount of $31,773; and authorize the purchase of both apparatus in the total amount of $1,331,773 (Fire Chief Sessler)

MOTION(S):

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

1. I move to authorize the release of $31,773 from the Fund Reserve for Fire Equipment for the purchase of a replacement Brush Engine and Water Tender; and

2. I move to approve an additional appropriation of the same amount of $31,773; and

3. I move to approve the purchase of the replacement Brush Engine from South Coast Fire Equipment and the Water Tender from Fire Apparatus Solutions for a total amount of $1,331,773, and authorize the City Manager, or designee, to execute the necessary purchase agreements in accordance with City purchasing guidelines.

RECOMMENDATION:

Staff recommends that the City Council authorize the release of $31,773 from the Fund Reserve for Fire Equipment for the purchase of a replacement Brush Engine and Water Tender, approve an additional appropriation in the same amount of $31,773, and authorize the purchase of both apparatus for the total amount of $1,331,773.

DISCUSSION:

The Redlands Fire Department has identified a critical need to replace one Brush Engine and one Water Tender. These apparatus are essential for wildland and structure fire suppression, as well as for various emergency responses throughout the city and surrounding areas. The Brush Engine is designed for off-road capability and rapid response to vegetation fires, while the Water Tender provides a vital water supply in areas without hydrants or with limited water infrastructure. Both units have exceeded their recommended service life due to age and heavy use. Replacing them will ensure the department continues to provide reliable, safe, and efficient fire suppression and emergency response services.

To address this need, staff is requesting City Council approval to purchase both the Water Tender and the Brush Engine through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program (Contract ID 11612--FS12-23) as a piggyback purchase. Utilizing the H-GAC Cooperative Agreement allows the City to benefit from competitively solicited contracts that meet public procurement standards, providing cost savings, purchasing efficiency, and expedited delivery of the apparatus. This approach ensures the City acquires high-quality, customized equipment that meets the Fire Department's operational requirements while maintaining full compliance with City and State purchasing regulations.

The City Council previously approved $1,100,000 in the FY 2024/25 – FY 2025/26 Biennial Budget for these replacements. However, due to manufacturer increases in labor, materials, and other production costs, the current price quotes exceed the original estimate by $231,773, bringing the total cost to $1,331,773. To address this difference, the department will re-prioritize approximately $200,000 from the current year's operating budget, and staff is requesting authorization to release $31,773 from the Fire Equipment Reserve to fully fund the purchases.

Approval of this funding will allow the Fire Department to move forward with replacing these critical apparatus, maintaining operational readiness, enhancing firefighter safety, and ensuring continued delivery of timely and effective emergency services to the community.

ALTERNATIVES:

The City Council may decline to approve the additional appropriation and instead provide alternative direction to staff.

STRATEGIC PLAN:

Priority B - Pulic Health & Wellness

SUBMITTED BY:
Rich Sessler, Fire Chief

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:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: FY 2025-26
Revenue Generating: N
Appropriation Required Y/N: Y
Discussion:

The total purchase cost for the replacement Brush Engine and Water Tender is **$1,331,773**. Staff is recommending an additional appropriation of **$31,773** from the **General Fund Reserve for Fire Equipment** to fully fund the purchase. The current available balance in the reserve is **$111,142**; following this appropriation, the new balance will be **$79,369**.

The Fire Department has **$1,100,000** budgeted for these apparatus as part of the FY 2024/25 – FY 2025/26 Biennial Budget. These are one-time capital expenditures consistent with the department's apparatus replacement schedule, which is based on industry standards for service life and operational safety. Utilizing reserve funds at this time will ensure the purchase is fully funded, mitigate the impact of ongoing inflationary cost increases, and reduce the risk of escalating maintenance expenses associated with aging apparatus. The balance of $200,000 will be satisfied through budget savings and reprioritization of adopted budget line items within the Fire Department.

Attachments

Additional Appropriation
H-GAC Agreement
Quote for Water Tender
Quote for Brush Engine

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/16/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Fire Department

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Motor Vehicles	101250	8704		$ 31,773.00
				$ $ 31,773.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ $ 0.00

JUSTIFICATION: The additional appropriated funds will come from the Fund Reserve for Fire Equipment per City Council approval.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

DocuSign Envelope ID: 52C8DFA2-8ECF-4041-8CDB-7D417B41F18B

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fouts Bros Inc., hereinafter referred to as the Contractor, having its principal place of business at 138 Roberson Mill Road, Milledgeville, GA 31061.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

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conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

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the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

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to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

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(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

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Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

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through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

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certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

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ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

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In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Fouts Bros Inc.		**H-GAC**	
Signature	DocuSigned by: Heather Heather Edens D8B111CB4148478...	Signature	
Name	Heather Heather Edens	Name	Chuck Wemple
Title	Executive Director	Title	Executive Director
Date	1/3/2024	Date	

Do not sign

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC 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 any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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 certificate 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.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Fire Apparatus and Related Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
07230
Project ID: FS12-23
Release Date: Wednesday, July 26, 2023
· **Due Date:** Thursday, September 14, 2023 12:00pm
Posted Wednesday, July 26, 2023 7:00am
Bid Unsealed Thursday, September 14, 2023 12:05pm
Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

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please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G**. Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

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I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

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emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

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materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

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Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	$1,000 per purchase order
Category B – Aerial Fire Apparatus	$2,000 per purchase order
Category C – Pumper Fire Apparatus	$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	$2,000 per purchase order
Category E – ARFF Apparatus	$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	$2,000 per purchase order
Light Rescue/Quick Response	$1,000 per purchase order
All Trailers	2% of purchase order

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

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Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

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Attachment A
Fouts Bros. Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush Vehicle		
Fouts Bros.	FS12-23-A01	Quick Attack, Ford F550, 2-Door, 4x4, Single Axle, 300 Gallon Tank, Portable Pump, Formed Aluminum Body	$ 287,500.00	15%
Fouts Bros.	FS12-23-A02	Wildland/ Quick Attack, Ram 5500, 4-Door, 4x4, Single Axle, 300 Gallon Tank, Portable Pump, Formed Aluminum Body	$ 297,500.00	15%
Fouts Bros.	FS12-23-A03	Brush Attack, Ford F550, 2-Door, 4x4, Single Axle, 300 Gallon Tank, Portable Pump, Aluminum Flatedbed	$ 252,600.00	15%
		Category C - Pumper Fire Apparatus		
Fouts Bros.	FS12-23-C01	Fouts 4, Ford F550, 4-door, 4x4, Single Axle, Formed Aluminum Body, 1500 GPM Pump, Side Mount Pump Module, 300 Gal Tank, 15 Gal Foam	$ 350,600.00	15%
Fouts Bros.	FS12-23-C02	Pumper, Freightliner Chassis, 4-Door, Single Axle, Formed Aluminum Body, 1500 GPM Pump, Side Mount Pump Module, 1000 Gal Tank	$ 489,500.00	15%
Fouts Bros.	FS12-23-C03	Pumper, Kenworth Chassis, 2-Door, Single Axle, , Formed Aluminum Body, 1500 GPM Pump, Side Mount Pump Module, 1000 Gal Tank	$ 505,000.00	15%
Fouts Bros.	FS12-23-C04	Pumper, FB-94, Spartan Chassis, 4-Door, Full-Tilt Cab, Single Axle, Formed Aluminum Body, 1500 GPM Pump, 1000 Gal Tank-Pumper, Low Hosebed Design	$ 685,000.00	15%
		Category D - Pumper-Tanker/Tender		
Fouts Bros.	FS12-23-D01	Pumper/Tanker, Kenworth Chassis. 2-Door, Single Axle,Aluminum Treadplate Body, 1250 GPM Pump, Painted 2000 Gal Wetside Tank	$ 480,000.00	15%
Fouts Bros.	FS12-23-D02	Pumper/Tanker, Freightliner Chassis, 2-Door, Single Axle, Aluminum Treadplate Body, 1250 GPM Pump, Painted 2000 Gal Wetside Tank	$ 495,600.00	15%
Fouts Bros.	FS12-23-D03	Pumper/Tanker, International Chassis, 2-Door, Single Axle, Aluminum Treadplate Body, 1250 GPM Pump, Painted 2000 Gal Wetside Tank	$ 510,860.00	15%
Fouts Bros.	FS12-23-D04	Pumper/Tanker, Kenworth Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 1250 GPM Pump, Painted 3000 Gal Wetside Tank	$ 525,000.00	15%
Fouts Bros.	FS12-23-D05	Pumper/Tanker, Freightliner Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 1250 GPM Pump, Painted 3000 Gal Wetside Tank	$ 485,000.00	15%
Fouts Bros.	FS12-23-D06	Pumper/Tanker, International Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 1250 GPM Pump, Painted 3000 Gal Wetside Tank	$ 515,600.00	15%
Fouts Bros.	FS12-23-D07	Pumper/Tanker, Kenworth Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 1250 GPM Pump, Painted 4000 Gal Wetside Tank	$ 623,800.00	15%
Fouts Bros.	FS12-23-D10	Tanker, Kenworth Chassis, 2-Door, Aluminum Treadplate Body, Single Axle, 500 GPM Pump, Painted 2000 Gal Wetside Tank	$ 490,000.00	15%

Fouts Bros.	FS12-23-D11	Tanker, Freightliner Chassis, 2-Door, Single Axle, Aluminum Treadplate Body, 500 GPM Pump, Painted 2000 Gal Wetside Tank	$ 460,000.00	15%
Fouts Bros.	FS12-23-D12	Tanker, International Chassis, 2-Door, Single Axle, Aluminum Treadplate Body, 500 GPM Pump, Painted 2000 Gal Wetside Tank	$ 450,000.00	15%
Fouts Bros.	FS12-23-D13	Tanker, Kenworth Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 500 GPM Pump, Painted 3000 Gal Wetside Tank	$ 495,000.00	15%
Fouts Bros.	FS12-23-D14	Tanker, Freightliner Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 500 GPM Pump, Painted 3000 Gal Wetside Tank	$ 465,000.00	15%
Fouts Bros.	FS12-23-D15	Tanker, International Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 500 GPM Pump, Painted 3000 Gal Wetside Tank	$ 455,000.00	15%
Fouts Bros.	FS12-23-D16	Tanker, Kenworth Chassis, 2-Door, Tandem Axle, Aluminum Treadplate Body, 500 GPM Pump, Painted 4000 Gal Wetside Tank	$ 609,500.00	15%
		Category F - Special Service Vehicles		
Fouts Bros.	FS12-23-F01	Non-Walk-In Rescue, Ford F-550, 2-Door, Single Axle, Formed Aluminum Body	$ 267,000.00	15%
Fouts Bros.	FS12-23-F02	Non-Walk-In Rescue, RAM 5500, 2-Door, Single Axle, Formed Aluminum Body	$ 277,000.00	15%

Document Preview - Not Official Signature

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Certificate Of Completion

Envelope Id: 52C8DFA28ECF40418CDB7D417B41F18B
Status: Sent
Subject: Cooperative Agreement - Contract - Fouts Bros Inc. - Public Services - ID: 11612
Source Envelope:
Document Pages: 30
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, TX 77027
contracts@h-gac.com
IP Address: 12.11.127.21

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Signer Events	Signature	Timestamp
Heather Heather Edens heather@foutsfire.com Security Level: Email, Account Authentication (None)	DocuSigned by: Heather Heather Edens D8B111CB4148478... Signature Adoption: Pre-selected Style Using IP Address: 20.94.74.115	Sent: 12/20/2023 12:24:16 PM Viewed: 12/20/2023 12:28:19 PM Signed: 1/3/2024 12:57:02 PM

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Charles Wemple charles.wemple@h-gac.com Executive Director Houston-Galveston Area Council Security Level: Email, Account Authentication (None)		Sent: 1/3/2024 12:57:04 PM

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2023 12:24:16 PM

Payment Events	Status	Timestamps

Pending signature

Redlands Fire Department

Fouts Fire 2000 Gallon CJ Water Tender

Sales Rep: Scott Beck

1762 S SYCAMORE AVE, RIALTO, CA 92376
(402) 719-1242 scottfasfire@gmail.com

PROPOSAL

It is with great pleasure that we present you with this Proposal for:

(1) Fouts Fire 2000 Gallon CJ Water Tender

(1) Fouts Fire 2000 Gallon CJ Water Tender	$544,846.00
Sales Tax @ 8.75%	$47,674.03
Total Purchase	**$592,520.03**

Signing this agreement constitutes the purchase of (1) Fouts Fire 2000 Gallon CJ Water Tender for the total cost of:
$592,520.03.

The expected build completion time is 400 days.

- **Tax rates are subject to change and the tax will be determined at the time of registration.**
- **Any changes to the price will be documented on a Change Order which may increase or decrease the price during the build process.**
- **California Tire Fee is included.**
- **FAS will register the Vehicle.**
- **Pricing is good for 60 days.**
- **Pricing is according to HGAC Cooperative Purchasing Agreement FS12-23. Product code FS12-23-D10.**
- **Fire Apparatus Agreement and or a Purchase Order needs to be submitted to Fire Apparatus Solutions.**
- **Signature below represents agreement to the Pricing and Terms listed above.**

Redlands Fire Department

_____

Signature Date

_____

Print Date

Fire Apparatus Solutions

_____

Signature Date

_____

Print Date

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	10/15/25

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Redlands	Contractor:	Fouts Fire
Contact Person:	Nathan Bristol	Prepared By:	Scott Beck
Phone:	(909) 836-4609	Phone:	(402) 719-1242
Fax:		Fax:	
Email:	nbristol@confire.org	Email:	scottfasfire@gmail.com & mlapus@foutsbrosinc.com

Product Code:	FS12-23-D10	Description:	Tanker, KW Chassis, 2 door, alum treadplate body, single axle, painted 2000 gallon wetside tank

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 468000

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FB-0212 Booster Reel Package, Tanker	6500		
FB-0217 Discharge, 2.5" ($2200x3)	6600		
FB-0045 MBP Hale Pump Upgrade to 1000gpm	9580		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	22680

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
VC-67-1000 Aluminum Hose Bed Covers	16916	Delivery and Training	8500
10-40-4277 High Side Compartments	26911	Subtotal From Additional Sheet(s):	
		Subtotal C:	52327

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 11%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	543007	=	Subtotal D:	543007

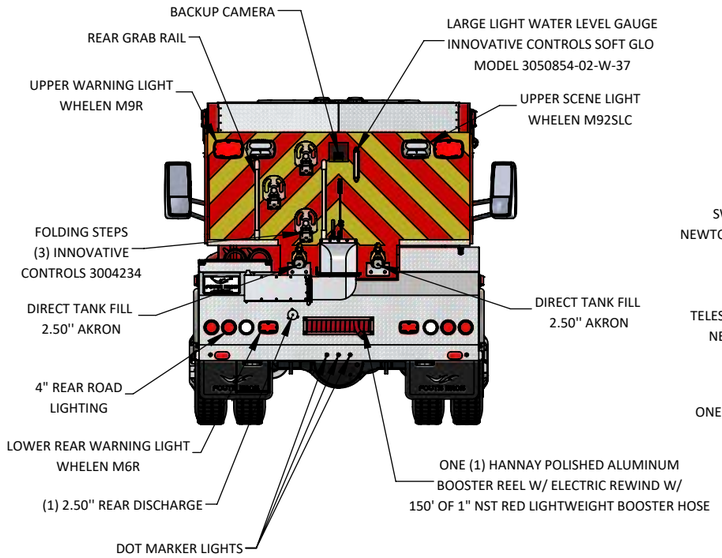
E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 2000

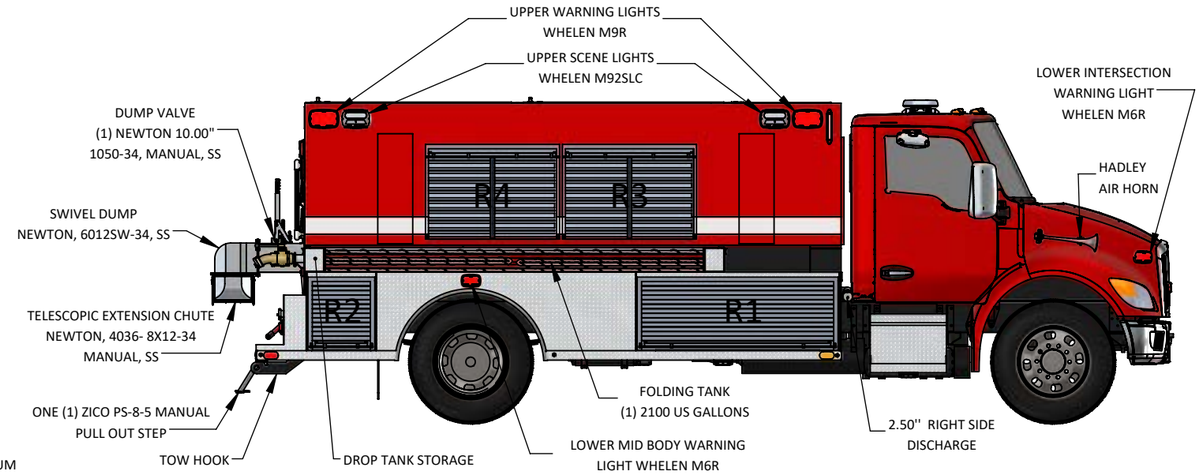
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

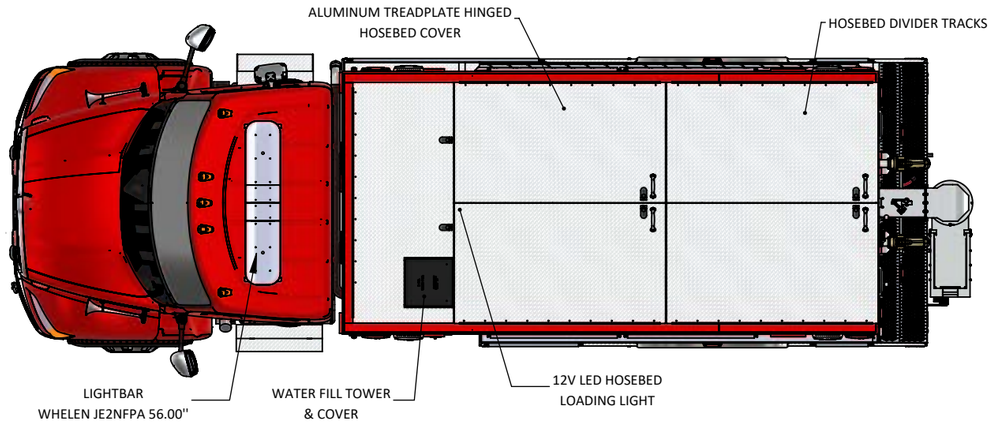
Description	Cost	Description	Cost
Taxes	47513.03		
			Subtotal F: 47513.03

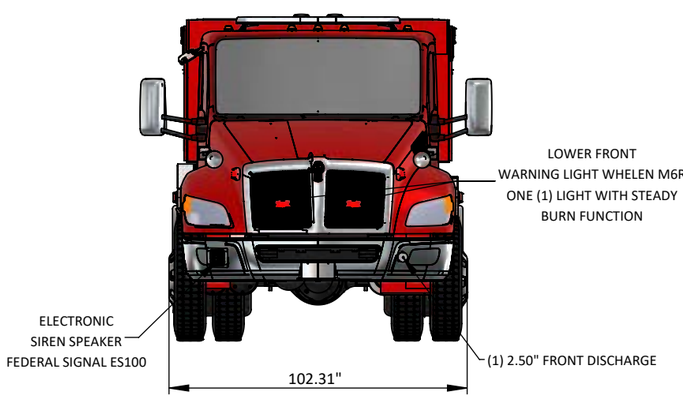
Delivery Date: 1/31/27 **G. Total Purchase Price (D+E+F):** 592520.03

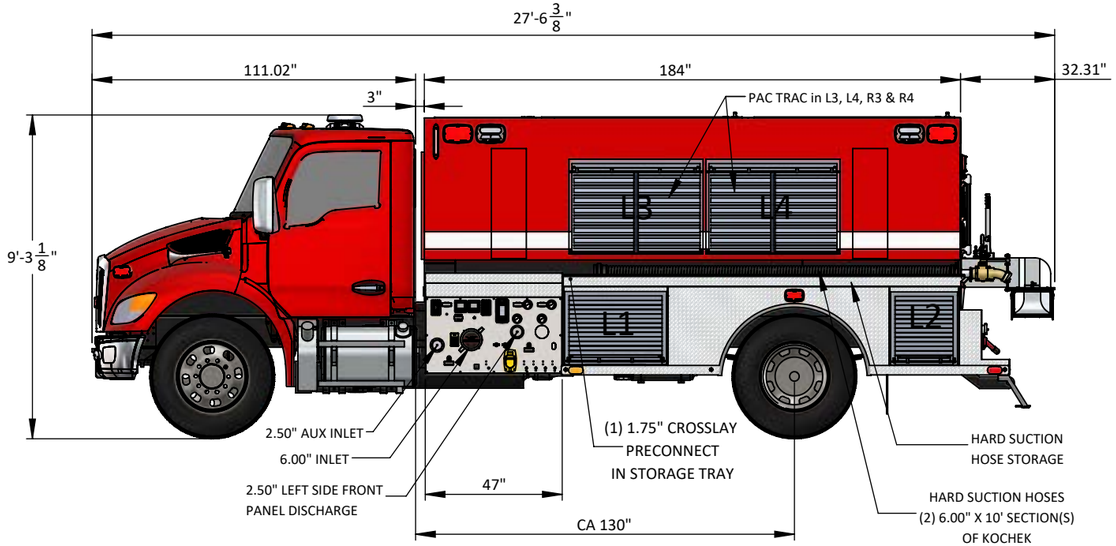
HGACBuy THE SMART PURCHASING SOLUTION











CHASSIS INFO	
CHASSIS	: KENWORTH T480, SINGLE AXLE
CAB	: TWO (2) DOOR REGULAR CAB
ENGINE	: PACCAR PX-9, 450 HP
TRANSMISSION	: ALLISON 3000 EVS, 5- SPEED
FRONT AXLE	: 14,600 LBS.
REAR AXLE	: 30,000 LBS.
PAINT COLOR	: CUSTOM RED, PAINT NO.- RED FNLA 30194

PUMP INFO	
PUMP	: HALE MBP, 1000 GPM, SIDE KICK
INTAKES	
DRIVER SIDE	: ONE (1) 6.00" & ONE (1) 2.50" AUX
DISCHARGES	
FRONT DISCHARGE	: ONE (1) 2.50"
DRIVER SIDE	: ONE (1) 2.50"
OFFICER SIDE	: ONE (1) 2.50" FORWARD OF R1 COMPARTMENT
LEFT HAND SIDE REAR	: ONE (1) 2.50"
PRE- CONNECT	: ONE (1) 1.75", DRIVER SIDE TRAY
BOOSTER REEL	: ONE (1) 1.50"
PUMP MISC	
PUMP SHIFT SPECIFICATION	: PUMP AND ROLL
PRIMING SYSTEM	: HALE ESP
PRESSURE GOVERNOR	: FRC PUMPBOSS MAX SERIES PBA501-D00
TANK TO PUMP	: ONE (1) 3.00" ACTUATED WITH AN AIR CYLINDER
TANK REFILL	: ONE (1) 2.00"
WATER LEVEL GAUGE(S)	: INNOVATIVE CONTROLS (PUMP, CAB & TANK)
PUMP PANEL MATERIAL	: STAINLESS STEEL WITH BRUSHED FINISH

TANK INFO	
TANK CAPACITY	: 2000 US GALLON
DUMP SYSTEM	: MANUAL WITH SWIVEL & EXTENSION
HOSEBED DIVIDER TRACKS	: INSTALLED IN THE HOSEBED
HOSEBED COVER	: ALUMINUM TREADPLATE
DIRECT TANK FILLS	: TWO (2) 2.50" AKRON

BODY INFO	
BODY TYPE	: ATP-4-COMPARTMENTS
DOOR TYPE	: AMDOR BRAND ROLL-UP DOORS, SATIN FINISH
HARD SUCTION STORAGE	: DRIVER SIDE
DROP TANK STORAGE	: OFFICER SIDE
LH SIDE COMPARTMENTS	
L1	: 36.00" W X 26.00" D X 27.00" H = 14.63 CU.FT.
L2	: 24.00" W X 26.00" D X 27.00" H = 9.75 CU.FT.
RH SIDE COMPARTMENTS	
R1	: 70.00" W X 26.00" D X 27.00" H = 28.44 CU.FT.
R2	: 24.00" W X 26.00" D X 27.00" H = 9.75 CU.FT.
UPPER COMPARTMENTS	LEFT AND RIGHT HAND SIDE OF THE BODY
L3	: 44.00"W X 16.00"D X 31.00" H = 12.63 CU.FT
L4	: 44.00"W X 16.00"D X 31.00" H = 12.63 CU.FT
R3	: 44.00"W X 16.00"D X 31.00" H = 12.63 CU.FT
R4	: 44.00"W X 16.00"D X 31.00" H = 12.63 CU.FT
LOOSE EQUIPMENTS	
FOLDING TANK	: ONE (1) 2100 US GALLON, RED IN COLOR
HARD SUCTION HOSE(S)	: TWO (2) 6" X 10' KOCHEK PVC HARD

FOUTS FIRE

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS SUPPLIED ON THE APPARATUS.
OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS
INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT
IN THE EVENT THERE ARE DISCREPANCIES BETWEEN THE DRAWING AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL PREVAIL

DECIMAL : ± 0.062 FRACTIONAL : ±1/16	ENG KK	REV R00	SCALE 1:60	DWG SIZE D	DATE 11 AUG 2025
FOR :	REDLANDS				
TITLE :	2000 GALLON CJ TANKER				
PRODUCTION :					

Fire Apparatus Solutions

Redlands Fire Department
Fouts Fire 2000 Gallon CJ Series
Water Tender

Fire Apparatus Solutions
1762 S Sycamore Ave
Rialto, CA 92376
909-879-7354

SCOPE AND GENERAL REQUIREMENTS

It is the intent of the manufacturer to provide a new fire apparatus that will withstand the continuous use encountered in the emergency firefighting service. The apparatus shall be of the latest type, symmetrically proportioned and constructed with due consideration of the load to be sustained.

All parts not specifically mentioned herein, but which are necessary in order to furnish a complete fire apparatus, shall be furnished and shall conform to the best practices known to the fire apparatus industry.

The unit is to be of current year manufacture and is to be new and unused. The bid price shall not include any local, State, or Federal taxes. The Bidder shall not be liable for any State or Federally mandated tax or program after the sale of this apparatus.

These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

Fire Apparatus Solutions

BIDDERS BACKGROUND

Bids are requested from responsible manufacturers who are engaged in the manufacture of fire apparatus. To insure reliable and complete acceptance of the apparatus, bidder shall have been in operation for a minimum of thirty (30) years in the manufacturing of fire apparatus.

The manufacturer of the apparatus must be fully owned and managed by a Parent Company, Corporation, or Individual(s) that is 100% held by United States of America based Company, Corporation, or United States citizen(s).

Proposals from any manufacturer that is fully or partially owned and/or operated by a foreign company, Corporation or Individual(s) under any type of ownership, partnership, or any similar type of agreement will be immediately rejected.

If the manufacturer of the apparatus, or if any owner, shareholder, or immediate relative of an owner or shareholder that has previously been involved in or held ownership in any company that has filed bankruptcy or any other type of reorganization plan, it must be clearly stated in the bid proposal. The statement must include details and dates of all occurrences.

FAMA COMPLIANCE

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA) and must provide certificate of membership.

FAIR, ETHICAL AND LEGAL COMPETITION

In order to ensure fair, ethical, and legal competition the apparatus manufacturer shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

PROPRIETARY PARTS

It is the intention of the purchaser for all bidders to furnish the apparatus with major parts commonly used by the heavy-duty truck manufacturers and open market vendors whereas replacement parts are more readily available and at reduced cost. The use of proprietary parts may not be acceptable to the purchaser.

MANUFACTURER'S DISCRETION

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.

PRODUCT QUALITY AND WORKMANSHIP

The components provided and workmanship performed shall be of the highest quality available for this application. Special consideration shall be given to the following areas:

A). Accessibility to various components that require periodic maintenance or lubrication checks.

B). Ease of vehicle and pump operation.

C). Features beneficial to the intended operation of the apparatus.

Construction of the complete apparatus shall be designed to carry the loads intended to meet the road and terrain conditions and speed requirements desired when specified by the purchaser.

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of any major component part for service and/or repair.

INSURANCE REQUIREMENTS

The manufacturer shall maintain full insurance coverage on the purchaser's cab and chassis from time of first possession by the manufacturer until the apparatus is delivered and accepted by the purchaser (No Exceptions). Purchaser reserves the right to require proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the apparatus.

PAYMENT TERMS

Full payment for the apparatus shall be made at time of delivery of the completed vehicle. Due to insurance liability, the apparatus will not be left at the purchaser's location without full acceptance and payment or prior agreement between the Purchaser and Bidder.

VEHICLE ACCEPTANCE AND DELIVERY

The apparatus will be delivered to the City of Redlands

INSPECTION TRIPS

Final inspection to Milledgeville, Georgia is included for two department members.

FUEL TANK FILLED AT DELIVERY

The fuel tank and DEF tank (if applicable) shall be filled upon final delivery at the factory.

OVERALL HEIGHT

The overall height of this apparatus is 9’ 4” +/-.

OVERALL LENGTH

The overall length of this apparatus is 27’ 7” +/-.

Fire Apparatus Solutions

OVERALL WIDTH

The overall width of this apparatus is 103” +/-. The mirror will extend beyond this.

ANGLE OF APPROACH

The angle of approach will meet or exceed the NFPA minimum.

ANGLE OF DEPARTURE

The angle of approach will meet or exceed the NFPA minimum.

NFPA COMPLIANCE

The National Fire Protection Association standard #1900 (most recent edition) is hereby adopted and made a part of these specifications, the same as if they were written out in full detail. Bidders are to provide only the equipment requested herein and the Department will supply the rest before the apparatus is put into service. The unit shall comply with all federal, state, ICC, and DOT motor vehicle regulations, standards, and laws relating to commercial vehicles as well as to fire apparatus on the date of the bid.

Fire Apparatus Solutions

ROAD TEST CERTIFICATION

A road test shall be conducted with the finished apparatus fully loaded. During this time, the apparatus shall not show loss of power and/or overheating. The transmission drive shaft or shafts and rear axle shall run free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall have not less than 25% or more than 45% of the weight on the front axle and not less than 55% or more than 75% on the rear axle.

A). The apparatus must be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.

B). The apparatus must be capable of accelerating from a steady speed of 15 mph to a true speed of 35 mph within 30 seconds. This shall be accomplished without moving the gear selector.

C). The fully loaded apparatus shall be capable of obtaining a speed of 50 to 55 mph on a level concrete highway.

D). The manufacturer shall furnish copies of the engine installation approvals signed by the appropriate engine company upon delivery of the chassis to the Fire Department.

E). The manufacturer shall furnish copies of the transmission approval signed by the transmission manufacturer upon delivery of the chassis to the Fire Department.

F). The manufacturer shall furnish copies of the front and rear axle approvals upon delivery of the apparatus to the Fire Department.

ROAD TEST FAILURE

In the event the apparatus fails to meet the test requirements of these specifications on the first trials, second trials may be made at the option of the manufacturer within thirty (30) days of the first trials. Such trials shall be final and conclusive and failure to comply with changes, as the purchaser may consider necessary to conform to any clause of the specifications within thirty (30) days after notice is given to the manufacturer of such changes, shall be cause for rejection of the apparatus. Permission to keep or store the apparatus in any building owned or occupied by the purchaser, or its use by the purchaser during the above-specified period with permission of the manufacturer, shall not constitute acceptance.

VEHICLE TOP SPEED

The rear axle shall be geared for a top speed of 60 mph at engine governed RPM.

NFPA TOP SPEED STATEMENT

Per NFPA 1900 section 7.16.2, the maximum top speed of fire apparatus with a GVWR over 33,000 lbs. shall not exceed either 68 MPH or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

Per NFPA 1900 section 7.16.3, if the combined water tank and foam agent tank capacities on the fire apparatus exceed 1250 gallons, or the GVWR of the vehicle is over 50,000 lbs., the maximum top speed of the apparatus shall not exceed either 60 MPH or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

SAFETY SIGNS

The following safety signs shall be provided:

Fire Apparatus Solutions

SEATED AND BELTED WARNING LABEL - FAMA# 07

A permanent label shall be provided that is visible to all occupants that states that they should be seated and belted while the apparatus is in motion. The label shall also state potential injuries or death that could be caused if the safety belts are not used properly.

CAB INTERIOR EQUIPMENT MOUNTING DANGER LABEL - FAMA# 10

A permanent label shall be provided inside of the cab warning of the dangers of unsecured equipment inside the cab. The label shall state that all equipment shall be properly secured and also warn of potential injury or death that could be caused by failing to do so.

DO NOT WEAR HELMET LABEL - FAMA# 15

A permanent label shall be provided inside of the cab in view of all seated positions stating that helmets should not be worn in cab. The label shall also warn of potential injury or death that could be caused by wearing helmet in cab.

VEHICLE BACKING LABEL - FAMA17

A permanent label shall be provided inside of the cab in view of the driver advising of proper procedures to following when the apparatus is in reverse motion. The label shall also warn of potential injury or death that be caused by failing to follow proper procedures.

Fire Apparatus Solutions

CHASSIS DATA LABELS

The following information shall be on labels affixed to the vehicle:

Fluid Data:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid (if applicable)
- Drive axle(s) lubrication fluid
- Air conditioning refrigerant
- Air conditioning lubrication
- Power steering fluid
- Cab tilt mechanism fluid (if applicable)
- Transfer case fluid
- Equipment rack fluid (if applicable)
- Air compressor system lubricant
- Generator system lubricant (if applicable)

Chassis Data:

- Chassis Manufacturer
- Production Number
- Year Built
- Month Manufactured
- Vehicle Identification Number

Location shall be in the driver's compartment of the chassis cab.

OVERALL HEIGHT, LENGTH, GVW DATA PLAQUE

A "high visibility" plate shall be permanently mounted in the cab, visible to driver when seated.

The plate shall show the overall height of the completed apparatus in feet and inches, the overall length of the completed apparatus in feet and inches.

The plate shall also show the gross vehicle weight rating (GVWR) in tons.

Text shall also be supplied on the plate, indicating that the information shown is current upon completion of the apparatus. If the overall height of the apparatus changes after the apparatus is put into service, then the purchaser must revise the dimensions on the plate.

FAMA SAFETY GUIDE

One (1) copy of the latest edition of FAMA's Fire Apparatus Safety Guide shall be provided with the completed apparatus.

COMMERCIAL CHASSIS SPECIFICATION

CHASSIS PROVIDER

The chassis, as detailed in these specifications, shall be ordered and supplied by the apparatus manufacturer.

KENWORTH CHASSIS

A Kenworth 2-door chassis per the attached specifications shall be furnished:

CHASSIS PAINT COLOR

The cab shall be painted a single color.

Color: CUSTOM Red

Paint Number: Sikkens Red FNLA 30194

AIR HORNS

Two (2) Hadley chrome plated air horns shall be installed at the front of the vehicle. The air horns shall be mounted in full compliance of NFPA. The supply lines shall be dual 1/4" lines with equal distance from each horn.

Each air horn shall be mounted, one (1) each side, on the side of the hood.

Both air horns shall be controlled by a chassis manufacturer supplied lanyard.

ELECTRIC TRAFFIC HORN AND AIR HORN SELECTOR SWITCH

One (1) selector switch shall be provided on the cab's dash that will allow the chassis steering wheel horn button to activate either the electric horn or air horn system. The electric horn shall sound by default when the selector switch is in either position to meet FMCSA requirements.

Fire Apparatus Solutions

CHASSIS MODIFICATIONS

The following modifications and installations shall be performed on the chassis upon delivery to the apparatus manufacturer:

TIRE PRESSURE MONITORING DEVICE

A Real Wheels LED AIrGuard shall be supplied for each tire. The device shall consist of a valve stem cap to with an LED tire alert to indicate tire pressure conditions. The LED will flash when the tire drops 5-10 psi below the factory setting.

The tire pressure sensors shall be shipped loose.

HUB COVERS (front)

Stainless steel hub covers shall be provided on the front axle.

HUB COVERS (rear)

A pair of stainless steel high hat hub covers shall be provided on rear axle hubs.

COVERS, LUG NUT, CHROME

Chrome lug nut covers shall be supplied on front and rear wheels.

EXHAUST SYSTEM

The chassis exhaust system shall be provided as detailed in the chassis specifications. NO modifications shall be made by the apparatus manufacturer.

HOT EXHAUST DANGERS LABEL - FAMA# 04

A permanent label shall be provided near any hot exhaust surface that warns of potential injury or death that could be caused by contact with the surface. The label shall also state precautions that should be taken while working on or around the surface.

Fire Apparatus Solutions

BUMPER

The front bumper shall be provided as detailed in the chassis specifications.

CHASSIS PREPARATION

Prior to installation of the fire pump, apparatus body, or cab steps, all components which extend out beyond the chassis frame rails shall be removed and relocated to the area within the frame rails

CHASSIS TOW HOOKS

The front tow hooks shall be provided as detailed in the chassis specifications.

REAR TOW PLATES

Two (2) rear tow plates with 1.50" I.D. holes, constructed with 1.00" steel plate shall be provided on the apparatus. These shall be located below the apparatus body and fastened to the rear chassis frame rails.

REAR MUD FLAPS

A pair of black rubber mud flaps, with the manufacturer's logo, shall be provided and installed behind the rear wheels.

VEHICLE DATA RECORDER

The apparatus shall be equipped with an Innovative Controls “Vehicle Data Recorder and Seat Belt Warning System” (VDR/SBW) that is connected to the power train CAN (Controller Area Network) bus consisting of transmission (TCM), engine control (ECM) and anti-lock brake (ABS) modules mounted on the apparatus. The VDR/SBW will function per NFPA 1900 utilizing the power train’s J1939 data and using the “Seat Belt Input Module” for seat occupied and belt status information.

SEAT BELT WARNING SYSTEM

There shall be a seat belt indicator system supplied in the cab. The indicator system shall indicate seat belt use for each individual seating position when the seat is occupied, the seat belt remains unfastened and the parking brake is released.

CENTER CONSOLE

A center console shall be furnished and shall be located between the driver and officer's seats. The top face of the console shall be designed as the switch panel for all emergency light switches.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

BATTERY JUMPER STUDS

External battery jumper studs shall be provided as detailed in the chassis specifications.

KEYLESS IGNITION SWITCH

One (1) non-removable, keyless style ignition switch shall be provided with the chassis.

MASTER BATTERY SWITCH

A master battery switch shall be provided as detailed in the chassis specifications.

MASTER BODY DISCONNECT SWITCH

There shall be a **SINGLE** master body disconnect on/off switch shall be provided in the cab, near the driver’s door. The switch shall disconnect the power to the apparatus body when the ignition switch is in the off position.

Fire Apparatus Solutions

BATTERY CONDITIONER

A Kussmaul Chief Series Auto Charge 4012 battery charger with onboard display shall be supplied. The battery conditioner shall provide a 40 amp output for the chassis batteries and a 20 amp output circuit for accessory loads.

BATTERY CHARGER LOCATION

The battery charger shall be located in a pre-determined location by the manufacturer.

120 VOLT SHORELINE CONNECTION - "SUPER" AUTO EJECT

One (1) Kussmaul "Super" Auto Eject model 091-55-20-120, automatic, 120 volt, 20 amp shoreline disconnect shall be provided for the on board, 120 volt battery charging systems.

AUTO-EJECT MATING PLUG

A 5-20P, 20 amp mating female cord end shall be shipped loose with the apparatus to allow the Fire Department to connect cord end to a Fire Department provided charging cord.

BATTERY CHARGER DISPLAY/ COVER

One (1) Kussmaul model 091-55-266-YW battery charger status center/ auto eject cover shall be supplied with the charger.

The cover shall be yellow in color.

SHORELINE RECEPTACLE LOCATION

The shoreline receptacle shall be located on the left hand side of the apparatus in a pre-determined location by the manufacturer.

AUXILIARY AIR COMPRESSOR

A Kussmaul 12V air compressor shall be supplied. The compressor system shall be designed to maintain the air pressure in the air system while not in use. A pressure switch shall sense air pressure drop and engage the compressor which shall run until the pressure is restored.

AUXILIARY AIR COMPRESSOR LOCATION

The auxiliary air compressor shall be located in a pre-determined location by the manufacturer.

BACK-UP ALARM

One (1) 97 DB back up alarm shall be provided and installed at the rear of the unit. It shall be wired to activate when the transmission is placed in reverse.

PUMP, MODULE, AND RELATED ITEMS

NFPA 1900 COMPLIANT PUMP

The fire pump and related plumbing on the specified apparatus shall be installed in accordance with applicable NFPA 1900 guidelines at the time the contract was placed.

PUMP ASSEMBLY

The pump shall be of a size and design to mount on the chassis rails of commercial and custom truck chassis.

The entire pump shall be assembled and tested at the pump manufacturer's factory.

The pump shall be driven by the truck transmission mounted PTO. The engine shall provide sufficient horsepower and RPM to enable pump to meet and exceed its rated performance within the torque rating of the PTO, truck transmission and drive line components.

The entire pump shall be hydrostatically tested to a pressure of 600 PSI. Pump shall be free from objectionable pulsation and vibration.

The pump body and related parts shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI (2069 bar). All metal moving parts in contact with water shall be of high quality bronze or stainless steel. Pumps utilizing castings made of lower tensile strength cast iron not acceptable.

Pump body shall be vertically split, on a single plane for easy removal of entire impeller assembly including clearance rings.

Pump shaft to be rigidly supported by two bearings for minimum deflection. The bearings shall be heavy-duty, deep groove ball bearings in the gearbox and they shall be splash lubricated.

The pump impeller shall be hard, fine grain bronze of the mixed flow design; accurately machines, hand-ground and individually balanced. The vanes of the

impeller intake eye shall be hand ground and polished to a sharp edge and be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body.

The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel. The pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of gearbox.

GEARBOX

The gearbox shall be manufactured and tested at the pump manufacturer's factory.

Pump gearbox shall be of sufficient size to withstand the torque of the engine in pump operating conditions. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat-treated chrome nickel steel shall withstand the full torque of the engine and pump operating conditions.

All gears both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall be ground to size and teeth integrated and hardened, to give an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut helical design shall be provided. (No exceptions.)

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

MECHANICAL SEAL

The pump shall have a mechanical sea. One (1) only required on the suction (inboard) side of the pump. The mechanical seal shall be two (2) inches in diameter and shall be spring loaded, maintenance free and self-adjusting. Mechanical seal construction shall be a carbon sealing ring, stainless steel coil spring, Viton rubber cup, and a tungsten carbide seat with Teflon backup seal.

ELECTRONIC PUMP MANUALS

Two (2) sets of electronic fire pump service and operation manuals shall be provided with the completed apparatus.

PUMP WARRANTY

The pump shall be covered by the Hale Pro-Tech 5-year pump warranty against workmanship and materials. Both parts and labor shall be covered for the first 2 years and years 3-5 shall have parts only coverage.

1000 GPM FIRE PUMP SPECIFICATIONS

The centrifugal type fire pump shall be a Hale model MBP with a rated capacity of 1000 GPM. The pump shall meet NFPA 1900 requirements.

The pump shall be certified to meet the following deliveries:

1000 gpm (3785 L/M) @ 150 psi (10.3 bar)
700 gpm (2646 L/M) @ 200 psi (13.8 bar)
500 gpm (1893 L/M) @ 250 psi (17.2 bar)

PTO FIRE PUMP DRIVESHAFTS AND INSTALLATION

The PTO fire pump shall be installed and shall include installation of the fire pump, modification and/or fabrication of new drivelines and all pump-mounting brackets.

POWER TAKE OFF

A ten (10) bolt Chelsea model 871XEFJP-B5XV heavy duty transmission driven PTO shall be installed.

LEFT SIDE INLET - 6.00"

One (1) 6.00" steamer inlet with male NST threads shall be provided on the left side of the pump module. The inlet shall have a removable screen.

INLET CAP

One (1) 6.00" chrome plated cap with long handles and NSTF threads shall be supplied. The cap shall be capable of withstanding 500 PSI and be trimmed with the apparatus manufacturer's logo in the center of the cap.

PTO PUMP SHIFT SPECIFICATIONS -- PUMP AND ROLL

An electric powered PTO pump shift shall be installed in the cab driver's area where not subject to accidental engagement. The pump shift system shall permit "pump and roll" operations, as well as stationary pumping operations.

The following indicators shall be provided and installed:

A green "**PUMP ENGAGED**" indicator shall be located in the cab and shall energize when the pump shift has successfully been completed.

A green "**OK TO PUMP**" indicator shall be located in the cab, and shall energize when the pump is engaged, the chassis transmission is in neutral, and the parking brake is engaged.

A green "**OK TO PUMP AND ROLL**" indicator shall be energized when the pump is engaged, the chassis transmission is in road gear, and the parking brake is released.

When the "**OK TO PUMP AND ROLL**" indicator is energized, the "**OK TO PUMP**" indicator shall not be energized.

The pump shall be capable of “Pump and Roll” up to 5 mph where the safety interlock shall disengage the PTO automatically.

PTO ENGAGEMENT SWITCHING

One (1) rocker switch with indicator shall be installed on the switch panel in the cab to control the PTO engagement switch. The switch shall be labeled "PTO Engage".

PIPING AND MANIFOLDS

All the plumbing and/or piping in the pump module shall be of 304 stainless steel or flexible piping for long life. All NPT pipe thread connections larger than ¾" connections shall be avoided in the construction of the plumbing system. The following valves shall have groove connection: rear discharge, tank fill, all 2" and 2-½" (5.08 and 6.35cm) pre-connect valves.

The flexible piping shall be black SBR synthetic rubber hose with 300 working pounds and 1200 pounds burst pressure for sizes 1.50" through 4.00". Sizes 0.75", 1.00" and 5.00" are rated at 250 pound working and 1000 pound burst pressure. All sizes are rated at 30 HG vacuum. Reinforcement consists of two plies of high tensile strength tire cord for all sizes sand helix wire installed in sizes 1.00" through 5.00" for maximum performance in tight bend applications. The material has a temperature rating of –40 degrees F to 210 degrees F.

HOSE THREADS- NST

All hose threads shall be National Standard Thread (NST) on all base threads on the apparatus intake and discharges, unless otherwise specified.

VENTED LUG CAPS AND PLUGS

All intake and discharge plugs and caps and plugs shall be vented lug type designed to relieve trapped pressure and help reduce possible operator injuries.

VALVES

The valves shall be Akron Brass with stainless balls. The valves shall be bi-directional with full flow capability. The valves shall be of fixed pivot ball design with a flow pressure rating to meet NFPA 1900 standards. All 3.00" discharge valves shall be supplied with a true slow close mechanism per NFPA specifications.

INDIVIDUAL DRAINS

One (1) individual Class1 lift up drain valve shall be furnished for each 1.50" or larger discharge port and each 2.50" gated auxiliary suction.

DISCHARGE GAUGES

Individual Class 1 2.50" line gauges for each 2.00” or larger discharge shall be provided and mounted adjacent to the discharge valve control handle. The gauges shall indicate pressure from 0 to 400 PSI. The pressure gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. To prevent internal freezing and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature material and be sealed from the water system using an isolating Sub Z diaphragm located in the stem.

PUMP CERTIFICATION

The fire pump shall be tested to meet the flow requirements of the pump. A written certification shall be provided with the completed vehicle.

RELIEF VALVE

There shall be one (1) suction side stainless steel relief pump valve provided on the pump system. The valve shall be configured with a 2.50" male NST discharge outlet.

PRIMING SYSTEM

A Hale ESP priming pump shall be a positive displacement, oil-less rotary vane electric motor driven pump. The pump body shall be manufactured of heat treated anodized aluminum for wear and corrosion resistance.

The pump shall be capable of producing a minimum 24 Hg vacuum at 2,000 feet above sea level.

The electric motor shall be a 12 VDC totally enclosed unit.

The priming pump shall not require lubrication.

The primer shall be capable of priming the pump through a 20' section of suction hose with a 10' lift within 30 seconds for pumps less than 1,500 gpm, and 45 seconds for pumps 1,500 gpm and larger. '

PRIMER CONTROL

The priming pump shall operate by a single pull control valve mounted on the pump operator's panel. The control valve shall be manufactured of bronze construction.

PRIMER FUSE

The primer shall be protected with a 250 amp fusible link that is designed to protect the apparatus 12 volt electrical system if the primer motor malfunctions.

U.L. TEST POINTS

Two (2) U.L. test plugs shall be mounted on the pump panel for testing of the vacuum and pressures.

MASTER PUMP DRAIN

A rotary type, 12 port master drain valve shall be provided and controlled at the lower portion of the side pump panel. The valve shall be located in pump compartment lower than the main body and connected in such a manner as to allow complete water drainage of the pump body and all required accessories. Water shall be drained below the apparatus body and away from the pump operator.

ENGINE COOLER VALVE

A pump cooler valve shall be installed in the instrument panel. The valve shall be a 0.25" multi-turn valve installed thru the instrument panel and labeled.

PRESSURE GOVERNOR and ENGINE MONITORING DISPLAY

A Fire Research PumpBoss Max series PBA501-D00 pressure governor and control module kit shall be installed.

The following continuous displays shall be provided:

- Engine RPM; shown on LCD screen
- Check engine and stop engine warning; shown on LCD screen
- Engine oil pressure; shown on LCD screen
- Engine coolant temperature; shown on LCD screen
- Transmission Temperature; shown on LCD screen
- Battery voltage; shown on LCD screen
- Pressure and RPM operating mode LEDs
- Pressure / RPM setting; shown on LCD screen
- Throttle ready / Ok to Pump LEDs.

The pressure governor shall operate in two (2) control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. In pressure mode the pressure governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase.

LEFT SIDE AUXILIARY SUCTION

One (1) 2.50" intake with shall be located on the left side panel. The valve shall come equipped with an inlet strainer and a 2.50" FNST chrome inlet swivel.

An Akron Brass 2.50" generation II swing-out valve shall be provided for the intake.

The valve shall be manually operated with a swift handle from the left hand side pump operator's panel. The swift handle shall have a recessed area for 1.00” x 3.00” ID tags with a color coded bezel.

There shall be an Class1 0.75" quarter turn drain valve included. The handle shall lift, to open and push down, to close.

INLET PLUG

One (1) 2.50" FNST chrome plated plug with chain shall be provided.

TANK TO PUMP

One (1) 3.00" valve shall be installed between the water tank and the pump.

An Akron Brass 3.00" generation II swing-out valve shall be provided for the tank to pump line.

The valve shall be actuated with an air cylinder. The valve shall be controlled with a switch at the pump panel.

TANK FILL/ RECIRULATION LINE

One (1) 2.00" gated full flow pump to tank refill line shall be provided. Tank fill plumbing shall utilize 2.00" high pressure hose for tank connection to accommodate flexing between components.

An Akron Brass 2.00" generation II swing-out valve shall be provided for the tank refill.

The quarter turn valve shall be manually operated with a Class1 locking push pull control rod. It shall have a chrome plated zinc handle with a recessed area for 1.00” x 3.00” identification tag. The controls shall be locked in any position.

FRONT DISCHARGE

One (1) 2.50" discharge with 2.50" piping and valve shall be plumbed to the front of the apparatus.

An Akron Brass 2.50" generation II swing-out valve shall be provided for the front discharge.

The quarter turn valve shall be manually operated with a Class1 locking push pull control rod. It shall have a chrome plated zinc handle with a recessed area for 1.00” x 3.00” identification tag. The controls shall be locked in any position.

Trident automatic 0.75" drain valve(s) shall be installed in the front discharge plumbing. The valve shall be normally open and shall close at 6 psi.

The discharge shall come equipped with a lift-up 0.75" drain valve and a matching color coded bezel.

One (1) 2.50" FNPT x 2.50" MNST adapter shall be located on the front bumper.

LEFT SIDE FRONT PANEL DISCHARGE

One (1) 2.50" discharge with valve shall be located on the left side panel. The 2.50" outlet shall be equipped with 2.50" MNST threads.

An Akron Brass 2.50" generation II swing-out valve shall be provided for the left hand front panel discharge.

The valve shall be manually operated with a swift handle from the left hand side pump operator's panel. The swift handle shall have a recessed area for 1.00” x 3.00” ID tags with a color coded bezel.

DISCHARGE CAP

One (1) 2.50" NSTF chrome plated cap with chain shall be provided.

The discharge shall come equipped with a lift-up 0.75" drain valve and a matching color coded bezel.
DISCHARGE, LH REAR

LEFT SIDE REAR DISCHARGE

One (1) 2.50" discharge with valve shall be located on the left side of the rear of the apparatus. The 2.50" outlet shall be equipped with 2.50" MNST threads.

An Akron Brass 2.50" generation II swing-out valve shall be provided for the left hand front panel discharge.

The valve shall be manually operated with a swift handle from the left hand side pump operator's panel. The swift handle shall have a recessed area for 1.00” x 3.00” ID tags with a color coded bezel.

DISCHARGE CAP

One (1) 2.50" NSTF chrome plated cap with chain shall be provided.

The discharge shall come equipped with a lift-up 0.75" drain valve and a matching color coded bezel.

RIGHT HAND SIDE DISCHARGE

One (1) 2.50" discharge shall be located on the right hand side of the apparatus, forward of compartment R1.

An Akron Brass 2.50" generation II swing-out valve shall be provided for the right hand side discharge.

The quarter turn valve shall be manually operated with a Class1 locking push pull control rod. It shall have a chrome plated zinc handle with a recessed area for 1.00” x 3.00” identification tag. The controls shall be locked in any position.

DISCHARGE CAP

One (1) 2.50" NSTF chrome plated cap with chain shall be provided.

The discharge shall come equipped with a lift-up 0.75" drain valve and a matching color coded bezel.

PRE-CONNECT #1

One (1) 1.75" crosslay pre-connect shall be installed in the tray on the driver’s side. The preconnect shall have 2.00" plumbing and a 1.75" valve.

The crosslay discharge shall terminate in the tray with a 2.00" NPT female x 1.50" NST male.

An Akron Brass 2.00" generation II swing-out valve shall be provided for pre-connect # 1.

The quarter turn valve shall be manually operated with a Class1 locking push pull control rod. It shall have a chrome plated zinc handle with a recessed area for 1.00” x 3.00” identification tag. The controls shall be locked in any position.

The discharge shall come equipped with a lift-up 0.75" drain valve and a matching color coded bezel.

HOSE REEL - ELECTRIC REWIND

One (1) HANNAY polished aluminum booster reel with electric rewind shall be supplied and installed. The reel shall be capable of carrying 150.00' of 1.00" booster hose.

The reel shall have a 1.00” Female NPT inlet connection with a 90 degree ball bearing swivel joint. The reel shall have a 1.00” Male NST outlet. The reel shall have an auxiliary gear-driven crank rewind that shall be easily accessible.

The hose reel shall be mounted between the frame rails at the rear of the chassis. There shall be a removable aluminum cover installed under the booster reel to shield it from road debris.

A 4-way, full length stainless steel capture roller assembly shall be installed in the rear tailboard to allow the hose to be deployed to both sides of the truck and reduce wear.

BOOSTER REEL DISCHARGE

The booster reel discharge shall be plumbed from the valve to the hose reel utilizing 1.50" high pressure hose.

An Akron Brass 1.50" Generation II Swing-Out valve shall be provided for the booster reel discharge.

The valve shall be actuated with an air cylinder and controlled with a switch at the pump panel.

No pressure gauge shall be provided for the booster reel discharge.

There shall be one (1) hose reel rewind switch installed and properly labeled. It shall be a weather-resistant momentary push button switch and shall be located on the rear of the apparatus near the booster reel.

BOOSTER REEL HOSE

The booster reel shall be supplied with 150’ of 1.00” NST red lightweight booster hose.

3.50" MASTER PRESSURE GAUGE

One (1) Class1, 43.50" liquid filled master pressure gauge with stainless steel bezel shall be provided, reading from 0 Hg. to 400 psi. It shall be accurate to within 1%. The gauge shall have a white face and black markings. The gauge shall be located on the pump operator's panel.

3.50" MASTER INTAKE GAUGE

One (1) Class 1, 3.50" liquid filled master intake gauge(s) with stainless steel bezel shall be provided, reading from -30" Hg. to 400 psi. It shall be accurate to within 1%. The gauge shall have a white face and black markings. The gauge shall be located on the pump operator's panel.

LED WATER LEVEL GAUGE (PUMP PANEL)

One (1) Innovative Controls Soft-Glo model # 3050869-03-W-37 LED water level monitor kit shall be provided and installed on the left hand side pump operator's control panel. The display shall show the volume of water in the tank using four (4) distinct illuminated levels. Tank level indication is enhanced by the use 180° wide-angle diffusion lenses in front of the LEDs.

- Green LED cluster — Full tank
- Blue LED cluster — 3/4 tank
- Amber LED cluster — 1/2 tank
- Red LED cluster — 1/4 tank

The gauge shall use a pressure transducer #3030376-01 installed near the bottom of the water tank to determine the correct volume in the tank.

CAB MOUNTED WATER TANK INDICATOR

One (1) Innovative Controls Soft-Glo model #3050853-W-37 mini tank level display shall be provided and installed on the console in the cab. The display(s) shall show the volume in the tank on 4 distinct illuminated levels. The display shall mimic the main pump panel mounted display via CAN Bus.

LARGE LIGHT WATER LEVEL GAUGE, EACH SIDE OF BODY

Three (3) large LED water level gauges shall be provided, one (1) on both sides of the body and one (1) on the rear. Each side shall have an Innovative Controls Soft-Glo Mini Monster LED strip light mounted on the body as directed. Each light shall be surface mounted.

The strip lights shall be mounted as to indicate the following water levels:

- Green LED cluster — Full tank
- Blue LED cluster — 3/4 tank
- Amber LED cluster — 1/2 tank
- Red LED cluster — 1/4 tank

Each display shall mimic the main pump panel mounted display via CAN Bus.

PUMP MODULE BODY

The pump module body shall be a self-supported structure mounted independently from the body and chassis cab. The pump module shall be constructed entirely of extrusions and aluminum plate. The pump module support shall be bolted to the left hand side frame rails of the chassis.

SIDE PANELS

The pump compartment module side pump panel shall be constructed of a 14 gauge brushed stainless steel sheet.

PUMP PANEL LIGHTS

Two (2) Maxxima model M84421 waterproof strip lights with 84 LEDs shall be installed on the pump panel area. The light(s) shall be 23.50" in length, have a clear acrylic lens, aluminum housing, and have a minimum effective output of 1,700 lumens.

A weather resistant switch, located on the pump operator's panel shall be provided to activate the lights.

HOSE RESTRAINT LABEL - FAMA# 22

A permanent label shall be provided near any hose storage area. The label shall instruct the operator to ensure that all hose is properly secured prior to placing the apparatus in motion and to provide warning of potential dangers, including injury or death, in failing to do so.

INTAKE/DISCHARGE CAP PRESSURE LABEL - FAMA# 18

A permanent label shall be provided in all areas that intakes and discharges are capped. The label shall give instruction on how to properly remove the cap. The label shall also warn of potential dangers, injury or death that be caused by failing to follow proper cap removal procedures.

TRAINED OPERATOR ONLY LABEL - FAMA# 25

A permanent label shall be provided on the pump panel that states that only properly trained personnel should operate the apparatus and shall indicate that injury or death could occur as a result.

PUMP PANEL ID PLATE

An identification plate shall be installed on the pump operator control panel to identify the fire pump serial number, model number, and performance.

COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards. Innovative Controls permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.
Discharge Port, Manifold, 2.00"

WATER TANK AND RELATED COMPONENTS

2000 GALLON POLY TANK

Tank capacity shall be 2000 US gallons / 1665 Imperial gallons / 7571 Liters.

TANK MATERIAL

The tank shall be constructed of virgin, stress-relieved, high-impact copolymer polypropylene. Tank shell thickness may vary depending on the application and may range from 0.50" to 1.00” as required.

CONSTRUCTION

The booster and/or foam tank shall be of a specific configuration and is so designed to be completely independent of the body and compartments.

All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All partitions and spacing shall comply with NFPA 1900.

Tank covers shall incorporate minimum of (2) lifting lugs, for use with the tank empty only, consisting of 2.00” copolymer dowels. The dowels shall be drilled and tapped to accommodate lifting eyes with a minimum security factor of 3 to 1. The lifting dowels shall be welded to the internal partitions and extend through the covers to assist in minimizing cover flex during normal operation.

CAPACITY CERTIFICATION

All water and foam tanks shall be tested and certified as to capacity.

WATER FILL TOWER AND COVER

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 0.50" polypropylene and shall be a minimum dimension of 14.00" x 14.00" outer perimeter. The tower shall have a 0.25" thick removable polypropylene screen and a polypropylene hinged cover.

The fill tower shall have an anti-surge provision. It shall be designed to prevent water splashing up through the top of the fill tower when the water tank is full, and the apparatus comes to an immediate stop. (NO EXCEPTION)

Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall have a minimum I.D. of 6.00" and is designed to run through the tank and shall be piped to discharge water behind the rear wheels as required in NFPA 1900 so as to not interfere with rear tire traction.

SUMP

There shall be one (1) sump standard per tank. An anti-swirl plate located approximately 3.00” above the inside floor.

WATER TANK CLEAN-OUT PLUG

The tank shall have a 4.00" N.P.T. threaded outlet on the bottom for a cleanout/ drain plug per NFPA.

MOUNTING BLOCK(S), LH AND RH SIDE

There will be four (4) mounting blocks, two (2) on each side for mounting equipment such as ladder brackets.

REAR CAMERA NOTCH

A recessed mounting area for a backup camera shall be built into the rear of the tank. As high and as close to the center line as possible.

HOSE BED

There shall be a hose bed area constructed of polypropylene on the top of the tank consisting of two side walls and one front panel. The hose bed shall be welded to the outside perimeter of the tank cover and shall be approximately 10.00" tall by the length and width of the water tank.

The hose bed shall be free from all projections, which may interfere with the unloading of hose.

HOSE BED STORAGE CAPACITY

The hose bed shall be designed to have a storage capacity for a minimum of 65.00 cubic feet of fire department supplied fire hose.

HOSEBED FLOOR

The floor of the hose bed shall be grooved by the tank manufacturer to provide an integral planking designed to allow the loaded hose to drain and allow airflow for ventilation.

BULKHEAD HOSEBED DIVIDER/DUNNAGE COMPARTMENT

A stationary bulkhead divider shall be provided in the front area of the main hose bed separating the hose bed from the tank fill tower(s). The balance of this area that is not occupied by fill tower or other mounted equipment shall be used as a dunnage compartment.

HOSE BED DIVIDER TRACKS

Hose bed divider tracks shall be installed in the hose bed. The tracks shall allow hose bed dividers (if specified) to be adjustable, from side to side in the hose bed, to accommodate varying hose loads.

TREADPLATE ALUMINUM HOSEBED COVER SHALL BE PROVIDED

REAR DUMP VALVE

One (1) NEWTON 10.00” Model 1050-34 Stainless Steel dump valve shall be installed. It shall be located at the rear center of the apparatus.

One (1) manual operated lever control shall be used to open and close the dump valve, the lever shall be located on the top of the valve.

SWIVEL DUMP SYSTEM

A Newton Model 6012SW-34 stainless steel swivel dump chute extension shall be mounted on the rear dump valve. The unit shall be able to rotate 180 degrees and lock in place while the apparatus is in motion. With the swivel attached, the chute shall be capable of flowing 2,777 gpm.

TELESCOPIC EXTENSION CHUTE

One (1) Newton, model 4036-8X12-34, manual stainless steel telescoping extension chute shall be installed on the swivel. The extension chute shall be capable of extending 36.00” past the dump valve.

DIRECT TANK FILL - LEFT HAND SIDE

There shall be a one (1) 2.50" direct tank fill located on the left-rear of the apparatus. The valve shall be an Akron 8800 Series swing out valve. This valve shall be operated using a direct manual actuator handle. Valve inlet shall be a 2.50" female hose thread adapter and feature a 30 degree droop with a wire screen inlet strainer and a swivel.

PLUG

One (1) 2.50" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain.

DIRECT TANK FILL - RIGHT HAND SIDE

There shall be a one (1) 2.50" direct tank fill located on the right-rear of the apparatus. The valve shall be an Akron 8800 Series swing out valve. This valve shall be operated using a direct manual actuator handle. Valve inlet shall be a 2.50" female hose thread adapter and feature a 30 degree droop with a wire screen inlet strainer and a swivel.

PLUG

One (1) 2.50" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain.

SUBFRAME

The sub frame shall be constructed from structural steel channel and plate, welded together and bolted to the chassis frame. The main support shall be a 0.3125” thick steel plate under the tank floor with a 2.50” angle steel around the perimeter of the tank. Two (2) sub frame long sills constructed of 3.00” X 7.00” steel tubing with 0.1875” walls shall run the full length of the subframe and be mounted to truck frame using 0.1875” angle clips and a minimum of ten (10) grade 8 bolts.

MOUNTING

The tank shall rest on the subframe as to not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches the subframe shall be designed to allow for not more than 400 square inches of unsupported area. The tank shall be supported to prevent itself from shifting during vehicle operation. A non-corrosive protective liner shall be installed in between the tank and the subframe.

Fire Apparatus Solutions

BODY CONSTRUCTION

The body shall be fabricated of steel tubing, angle, smooth aluminum sheet and aluminum treadplate.

The tubing shall be designed as structural-framing members with the smooth aluminum and treadplate fabricated to form compartments, floors and fender panels

The side compartments shall be modular in design and shall be capable of being replaced if damaged. Each shall be supported by the steel frame and attached to the sub frame with grade 8 bolts.

All body compartments will have a method of ventilation provided either by louvers stamped into a wall or another method to allow the compartments to aerate. The ventilation design will provide the proper airflow inside the compartments and prevent water from dripping into the compartment.

The side compartments shall be constructed of formed 0.125" aluminum.

Compartment flooring will be of the sweep out design

FENDER PANELS - ATP

The rear fender panels shall be constructed of 0.125" bright aluminum tread plate and be an integral part of the tanker body.

BODY FINISH - ATP

The compartments and fenders, together forming the body, shall remain unpainted.

WHEEL WELL DESIGN

The rear wheel wells shall be radius cut for a streamlined appearance.

FENDERETTES

Two (2) polished stainless steel fenderettes shall be provided over the rear wheel well openings, one (1) each side. Each fenderette shall be made of 14 gauge 304 stainless steel. The stainless steel fenderette shall be secured into place with stainless steel fasteners and shall be easily removable for replacement.

The fenderette must be bolted into place and removable for replacement.

ROLL-UP DOORS - AMDOR

All lower compartment doors shall be equipped with AMDOR brand roll-up doors. The slats shall be 1.00” double wall aluminum with continuous ball and socket hinge joints designed to prevent water ingression and weather tight recessed dual durometer seals. The interior door curtains shall be smooth to prevent equipment hang-ups. The door tracks and side frames shall each be one-piece aluminum. Each side seal shall be recessed, and non-marring with UV stabilizers to prevent warping. The bottom panel flange shall have cut-outs for ease of access with gloved hands. The door strikers shall provide support beneath the lift bar to prevent door curtain bounce and potential false door ajar indications.

The bottom rail lift bars shall be constructed of stainless steel.

LEFT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, L-1

One (1) compartment shall be supplied on the left hand side of the truck in front of the rear wheels. Compartment dimensions shall be approx. 36.00” wide by 26.00” deep by 27.00” high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT

One (1) 13.00" Luma Bar clear LED strip light shall be installed vertically inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

LEFT SIDE COMPARTMENT BEHIND REAR WHEELS, L-2

One (1) compartment shall be supplied on the left hand side of the truck behind of the rear wheels. Compartment dimensions shall be approx. 24.00” wide by 26.00” deep by 27.00” high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT

One (1) 13.00" Luma Bar clear LED strip light shall be installed vertically inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

RIGHT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, R-1

One (1) compartment shall be supplied on the right hand side of the truck in front of the rear wheels. Compartment dimensions shall be approx. 70.00” wide by 26.00” deep by 27.00” high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT

One (1) 13.00" Luma Bar clear LED strip light shall be installed vertically inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

RIGHT SIDE COMPARTMENT BEHIND REAR WHEELS, R-2

One (1) compartment shall be supplied on the right hand side of the truck behind of the rear wheels. Compartment dimensions shall be approx. 24.00” wide by 26.00” deep by 27.00” high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT

One (1) 13.00" Luma Bar clear LED strip light shall be installed vertically inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

UPPER COMPARTMENTS

Upper compartments shall be provided and installed on the left and right hand side of the body. The upper compartments shall be integral with the water tank. The water tank and compartments shall be fabricated using the same high strength poly material, providing a durable, impact resistant, corrosion resistant, and lightweight design. Due to the added strength and durability provided with this integral design, there shall be NO EXCEPTION to this requirement.

LEFT SIDE UPPER COMPARTMENT, L3

There shall be one (1) standard height compartment above the left hand side storage tray. The compartment shall be approximately 44.00" wide x 31.00" high x 16.00" deep.

The compartment shall have a roll up door. The door shall have a satin finish.

DOOR PULL STRAP

A 24.00" Flex-HD pull-down strap shall be installed by the roll-up door manufacturer in the bottom rail of the roll-up door.

COMPARTMENT LIGHT(S)

One (1) 21.00" Luma Bar clear LED strip light shall be installed inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

PAC TRAC ON BACK WALL OF COMPARTMENT

A Pac Trac tool board shall be bolted to the back wall of the compartment for the purpose of mounting equipment.

LEFT SIDE UPPER COMPARTMENT, L4

There shall be one (1) standard height compartment above the left hand side storage tray. The compartment shall be approximately 44.00" wide x 31.00" high x 16.00" deep.

The compartment shall have a roll up door. The door shall have a satin finish.

DOOR PULL STRAP

A 24.00" Flex-HD pull-down strap shall be installed by the roll-up door manufacturer in the bottom rail of the roll-up door.

COMPARTMENT LIGHT(S)

One (1) 21.00" Luma Bar clear LED strip light shall be installed inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

PAC TRAC ON BACK WALL OF COMPARTMENT

A Pac Trac tool board shall be bolted to the back wall of the compartment for the purpose of mounting equipment.

RIGHT SIDE UPPER COMPARTMENT, R3

There shall be one (1) standard height compartment above the right hand side storage tray. The compartment shall be approximately 44.00" wide x 31.00" high x 16.00" deep.

The compartment shall have a roll up door. The door shall have a satin finish.

DOOR PULL STRAP

A 24.00" Flex-HD pull-down strap shall be installed by the roll-up door manufacturer in the bottom rail of the roll-up door.

COMPARTMENT LIGHT(S)

One (1) 21.00" Luma Bar clear LED strip light shall be installed inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

PAC TRAC ON BACK WALL OF COMPARTMENT

A Pac Trac tool board shall be bolted to the back wall of the compartment for the purpose of mounting equipment.

RIGHT SIDE UPPER COMPARTMENT, R4

There shall be one (1) standard height compartment above the right hand side storage tray. The compartment shall be approximately 44.00" wide x 31.00" high x 16.00" deep.

The compartment shall have a roll up door. The door shall have a satin finish.

DOOR PULL STRAP

A 24.00" Flex-HD pull-down strap shall be installed by the roll-up door manufacturer in the bottom rail of the roll-up door.

COMPARTMENT LIGHT(S)

One (1) 21.00" Luma Bar clear LED strip light shall be installed inside the compartment.

COMPARTMENT LIGHT ACTIVATION

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on the compartment door.

PAC TRAC ON BACK WALL OF COMPARTMENT

A Pac Trac tool board shall be bolted to the back wall of the compartment for the purpose of mounting equipment.

DROP TANK STORAGE- RH SIDE

There shall be room to store an appropriate size dump tank under the right hand side “T” portion of the tank. The area shall have a mechanical means to lock the dump tank in place while the apparatus is in motion.

The tank shall slide in horizontally into the hold from the right side of the body.

The storage shall have the capacity for one (1) 2100 US Gallon Portable Tank with an aluminum frame.

HARD SUCTION STORAGE- LH SIDE

There shall be a hard suction storage tray located under the left hand side of the “T” portion of the tank. The hard suction hose storage shall be accessed from the ground at the rear of the unit.

In order to provide a comfortable and safe level of access to the hoses, there shall be no exception allowed to this feature.

THERE SHALL BE A PRECONNECT IN THE HARD SUCTION STORAGE TRAY.

The suction storage shall have capacity for two (2) 10.00' sections of hard suction hose.

REAR TAILBOARD

A rear beavertail with diamond plate aluminum covering will be provided at the rear of the truck. It shall consist of two (2) steps made of grip-strut material. The top step shall be 7.00" deep and the bottom shall be 9.50" deep. This area is to be used as a step but is not designed to carry personnel and should never be used to transport firemen.

STEPS

All steps shall have a surface area of at least 35 square inches and shall be able to withstand a load of at least 500 pounds.

REAR FOLDING STEPS

Innovative Controls model 3004234 folding steps shall be furnished and located, at the rear of the apparatus. The exact number of steps provided may vary depending upon body configuration and options.

FOLDING STEPS- RH SIDE FRONT OF BODY

Innovative Controls model 3007732 folding steps shall be furnished and located, at the right hand front of the body. The exact number of steps provided may vary depending upon body configuration and options.

EXTERIOR GRAB RAILS

Each grab rail shall be non-slip, 1.25” diameter extruded polished aluminum grab rails with rubber inserts designed to provide maximum gripping ability, strength, and durability. The rails shall comply with NFPA 1900.

GRAB RAILS, REAR STEP, VERTICAL

Two (2) extruded aluminum non-slip grab rails shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

GRAB RAIL, LH FRONT

One (1) extruded aluminum non-slip grab rail shall be provided and mounted on the front, upper, left hand side of the body.

GRAB RAIL, RH FRONT

One (1) extruded aluminum non-slip grab rail shall be provided and mounted on the front, upper, right hand side of the body.

12 VOLT ELECTRICAL SYSTEM

The truck shall have a 12 Volt electrical system.

All wiring will be run in convoluted high temperature plastic loom. Wiring shall be color and function coded and will be of adequate size to handle the assigned load. All solenoids, relays, and terminal blocks will be located in an easily accessible area.

All circuits provided shall have properly rated low voltage over current protective devices.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

Electromagnetic interference suppression shall be provided as required to satisfy the radiation limits specified in SAE J551/1.

NFPA 1900 CERTIFIED 12 VOLT ELECTRICAL SYSTEM

The 12 volt apparatus body electrical system shall be provided and be in compliance with NFPA 1900 testing and certification procedures as follows:

Tests shall be performed when the air temperature is between 0°F and 110°F. The three tests defined in NFPA shall be performed in the order in which they appear. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. Failure of any of these tests shall require a repeat of the sequence.

RESERVE CAPACITY TEST

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall be shut off, and the minimum continuous electrical load shall be activated for 10 minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. Failure to restart the engine shall be considered a test failure of the battery system.

ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be activated with the engine running at idle speed.

The engine temperature shall be stabilized at normal operating temperature.

The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed.

The test duration shall be a minimum of 2 hours.

Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the warning system or a system voltage of less than 11.8 V for more than 120 seconds shall be considered a test failure.

LOW VOLTAGE ALARM TEST

The following test shall be started with the engine off and the battery voltage at or above 12 V for a 12 V nominal system.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm does not sound in less than 140 seconds after the voltage drops to 11.70 V for a 12 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

CERTIFICATION DOCUMENTATION

At the time of delivery, the OEM shall provide the following documentation:

1. Documentation of the electrical system performance tests.

2. A written electrical load analysis, including the following:

- The nameplate rating of the alternator.
- The alternator rating under the conditions specified above.
- Each of the component loads specified that make up the minimum continuous electrical load.
- Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
- Each individual intermittent electrical load.

LOW VOLTAGE BATTERY CHARGER/ CONDITIONER TEST

If the apparatus is equipped with a low voltage battery charger/conditioner, it shall be tested as follows:

1. Low voltage batteries are fully charged to at least 12.66 V for a 12 V nominal system with the engine off and the shoreline disconnected.

2. Connect a DC ammeter to each output of the low voltage battery charger/conditioner.

3. Connect the shoreline to power the low voltage battery charger/conditioner.

4. Perform the test with the engine off and the shoreline power cord connected.

5. Add or apply loads to each charger output so that the output current is between 80 percent and 100 percent of the rated output current for that output.

6. Record the low voltage battery voltage and output current for each charger output at the beginning of the test and every 20 minutes.

7. Maintain the load for 60 minutes.

8. Record the low voltage battery voltage and output current for each charger output at the end of the test with the load still applied and the charger/conditioner powered.

9. Remove any added load.

The test shall be considered a failure if the charger/conditioner does not maintain an output voltage of at least 12.54 V for a 12 V nominal system, or if it cannot maintain at least 80 percent of the rated output current for the duration of the test.

INNOVATIVE CONTROLS MULITPLEXING SYSTEM

The electrical system shall utilize an Innovative Controls multiplexing system where applicable.

HAZARD LIGHT

One (1) flashing red LED light, located in the driving compartment, the light shall be illuminated automatically whenever any compartment door is ajar.

The hazard light shall be marked with a sign that reads “Do Not Move Apparatus When Light is On”.

The warning light shall be interlocked to the parking brake and shall only alert the driver when the parking brake is released. The light shall also be used to signal that other ancillary equipment such as racks light towers etc. are not in their “ready for transport” position.

ROCKER SWITCH PANEL - EIGHT (8) POSITION

A lighted eight (8) position rocker type switch panel shall be installed to provide the ability to de-activate individual lighting units.

MASTER WARNING SWITCH

A master switch shall be included in the main rocker switch panel. The switch shall be labeled “Master Warning” for identification. The switch shall feature control over all devices wired through it. Any warning device switch shall automatically power up when the master switch is activated.

CHASSIS GROUND LIGHTS

Two (2) TecNiq model E10-WS00-1 LED ground lights with outward facing angle brackets shall be installed, one (1) under each chassis door.

FRONT OF BODY GROUND LIGHTS

Two (2) TecNiq model E10-WS00-1 LED ground lights with outward facing angle brackets shall be installed under the front of the body. One (1) light shall be located on the driver side and one (1) light shall be located on the officer side of the apparatus.

REAR STEP GROUND LIGHTS

Two (2) TecNiq model E10-WS00-1 LED ground lights with outward facing angle brackets shall be installed under the rear step of the apparatus, one (1) each side.

GROUND LIGHT SWITCHING

The cab and body ground lights shall activate by engaging the parking brake.

REAR ROAD LIGHTING

Two (2) sets of 4.00” LED stop, turn and back-up lights shall be provided, one (1) set on each side of the rear of the truck.

DOT MARKER LIGHTS AND REFLECTORS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements. All marker lights shall be incorporated into the headlight circuit of the cab/chassis.

Two (2) amber LED side marker and turn lights shall be provided on the apparatus lower side, forward of rear axle, one (1) each side if the apparatus is 30 feet long or longer.

The side body panels shall be furnished with marker lights installed as follows:

- Two (2) 0.75" amber LED marker lights, one (1) on each side at the lower front corner of the body.

- Four (4) 0.75" red LED marker lights, one (1) on each side at the lower rear corner of the body.

The rear body panel, centered above the bumper, shall be furnished with marker lights installed as follows:

- Three (3) 0.75" red LED marker lights, as close as practical to the vertical centerline. Centers spaced not less than 6.00" or more than 12.00" apart.

Two (2) amber reflectors shall be provided on the apparatus body lower side, as far forward and low as practical, one (1) each side if the apparatus is 30 feet long or longer.

Four (4) red reflectors shall be provided on the apparatus rear, one (1) each side and two (2) on the rear.

LICENSE PLATE BRACKET

There shall be a license plate bracket mounted on the rear of the apparatus. A clear LED light shall be incorporated into the bracket

HOSE BED LOADING LIGHT

One (1) 12V LED hose bed light shall be installed on the front of the hose bed of the apparatus. This light shall provide illumination of the hose bed area.

WORK LIGHTS ACTIVATION

The work light(s) shall be wired to activate with the parking brake.

SIDE FACING UPPER FRONT BODY SCENE LIGHTS

One (1) pair of Whelen M92SLC EZ Series LED scene lights shall be installed. The lights shall be located on the left and right sides of the upper front portion of the apparatus body. Each light shall be supplied and installed with a chrome bezel.

SIDE FACING UPPER REAR BODY SCENE LIGHTS

One (1) pair of Whelen M92SLC EZ Series LED scene lights shall be installed. The lights shall be located on the left and right sides of the upper rear portion of the apparatus body. Each light shall be supplied and installed with a chrome bezel.

REAR FACING UPPER BODY SCENE LIGHTS

One (1) pair of Whelen M92SLC EZ Series LED scene lights shall be installed. The lights shall be located on the rear of the apparatus body, one (1) each side. Each light shall be supplied and installed with a chrome bezel.

SCENE LIGHT SWITCHING

Three (3) rocker switches with indicators shall be provided to activate the 12-volt scene light(s). The left hand side lights, right hand side lights, and the rear lights shall each be individually switched. The switches shall be located on the cab control console.

DUAL FUNCTION SCENE LIGHT(S)

The rear scene lights shall activate automatically upon placing the transmission into reverse.

REAR VISION SYSTEM

One (1) complete backup camera system shall be provided to allow the driver to visually see the rear of the apparatus while in the cab. The system shall include a high resolution 7.00" touch screen with LED Backlight and anti-glare system with an auto dimmer. The system shall include audio transmission from the camera.

The rear vision camera shall be wired to automatically activate when the chassis transmission is placed in reverse.

CAMERA LOCATION

The camera shall be recessed mounted in the rear of the tank, as close to the center line as possible.

The monitor for the rear vision system shall be mounted on the dash of the cab in easy view of the driver.

NFPA AUDIBLE AND LIGHTING WARNING PACKAGE

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1900. The lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

WARNING LIGHT FLASH PATTERN

All of the perimeter warning lights shall be set to the default NFPA flash pattern as provided by the warning light manufacturer.

LIGHTBAR

One (1) WHELEN model JE2NFPA 56.00” LED lightbar shall be supplied and mounted. The lightbar shall have clear lenses and contain the following modules:

Four (4) RED LIN6 LED modules, two (2) on each corner.
Four (4) RED CON3 LED modules, across the front.
Two (2) WHITE CON3 LED modules, on the front.

The forward facing white lights shall be automatically disabled for the "Blocking Right of Way" mode.

LIGHT BAR SWITCHING

One (1) momentary rocker switch with indicator shall be installed on the switch panel in the cab to control the light bar. The switch shall be labeled "LIGHT BAR". The switch shall only be active when the master warning switch is engaged.

SIDE FACING UPPER FRONT BODY WARNING LIGHTS

One (1) pair of Whelen model M9 LED warning lights shall be installed, one (1) each side of the upper front portion of the apparatus body.

The driver side warning light shall be a Whelen Model M9R red LED with red lens.

The officer side warning light shall be a Whelen Model M9R red LED with red lens.

Each light shall be mounted with a Whelen Model M9FC chrome flange.

SIDE FACING UPPER REAR BODY WARNING LIGHTS

One (1) pair of Whelen model M9 LED warning lights shall be installed, one (1) each side of the upper rear portion of the apparatus body.

The driver side warning light shall be a Whelen Model M9R red LED with red lens.

The officer side warning light shall be a Whelen Model M9R red LED with red lens.

Each light shall be mounted with a Whelen Model M9FC chrome flange.

UPPER REAR WARNING LIGHTS

One (1) pair of Whelen model M9 LED warning lights shall be installed, one (1) each side of the upper rear of the apparatus body.

The driver side warning light shall be a Whelen Model M9R red LED with red lens.

The officer side warning light shall be a Whelen Model M9R red LED with red lens.

Each light shall be mounted with a Whelen Model M9FC chrome flange.

UPPER WARNING LIGHT SWITCHING

One (1) rocker switch with indicator shall be installed on the switch panel in the cab to control the upper warning lights. The switch shall be labeled "UPPER WARNING". The switch shall only be active when the master warning switch is engaged.

LOWER FRONT WARNING LIGHTS

One (1) pair of Whelen model M6 Series LED warning lights shall be installed, one (1) each side one the front of the chassis cab.

ONE LIGHT ON THE FRONT OF THE CHASSIS CAB SHALL BE STEADY BURN.

The driver side warning light shall be a Whelen Model M6R red Super-LED with red lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED with red lens.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

LOWER INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model M6 LED warning lights shall be installed, one (1) each side of the chassis cab.

The driver side warning light shall be a Whelen Model M6R red Super-LED with red lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED with red lens.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

LOWER MID-BODY WARNING LIGHTS

One (1) pair of Whelen model M6 Series LED warning lights shall be installed, one (1) each side of the apparatus, mid-body.

The driver side warning light shall be a Whelen Model M6R red Super-LED with red lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED with red lens.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model M6 Series LED warning lights shall be installed, one (1) each side of the lower rear of the apparatus body.

The driver side warning light shall be a Whelen Model M6R red Super-LED with red lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED with red lens.

Each light shall be mounted with a Whelen Model M6FC chrome flange.

LOWER WARNING LIGHT SWITCHING

One (1) momentary rocker switch with indicator shall be installed on the switch panel in the cab to control the lower warning lights. The switch shall be labeled "LOWER WARNING". The switch shall only be active when the master warning switch is engaged.

ELECTRIC SIREN AND CONTROL

One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.

The siren shall be located in a position that does not prevent the install of a Q2B siren.

ELECTRONIC SIREN SPEAKER

One (1) Federal Signal model ES100 Dynamax 100 watt speaker shall be flush mounted as far forward and as low as possible on the front of the vehicle. A polished model ESFMT with ”Electric F” grille shall be provided on the outside of the speaker to prevent road debris from entering the speaker.

The speaker shall produce a minimum sound output of 120 dB at 10 feet to meet current NFPA 1900.

The speaker shall be located on the right hand side of the bumper.

SIREN NOISE WARNING LABEL - FAMA# 42

A permanent label shall be provided inside the driver's door warning of potential injury that could be received from the noise of the siren. The label shall also state safety precautions that should be taken when the siren is in use.

Fire Apparatus Solutions

PAINT, STRIPING, AND LETTERING SECTION

PAINT PROCESS

The wetside tank shall be painted with a PPG Delfleet Evolution Paint System.

All products and technicians shall be certified by PPG every two (2) years.

The wetside tank shall be totally removed from the chassis during the painting process to ensure the entire unit is covered.

All seams shall be caulked both inside and along the exterior edges with a urethane automotive sealant to prevent moisture from entering.

The water tank and all parts shall be thoroughly washed with a grease cutting solvent prior to any sanding. After the wetside tank has been sanded, the wetside tank shall be washed again with a grease cutting solvent to remove any contaminants on the surface.

PAINT

The tank shall be painted to match the chassis. The tank's paint color shall be "cross referenced" from the chassis paint and shall be painted to match the main chassis color as close as possible.

PRIMING

Two (2) medium wet coats of adhesion promoter for plastics shall be applied to all surfaces to be painted.

Two (2) applications of primer shall be applied. The first application shall be four (4) coats and the second application shall be three (3) coats.

COMPARTMENT INTERIORS

The side compartment interiors shall be unpainted and in their natural finish.

WHEEL RIMS

The chassis wheels shall be as furnished by the chassis OEM. No additional finishes shall be provided by apparatus manufacturer.

REFLECTIVE LETTERING - PURCHASER SUPPLIED

Reflective lettering shall be installed by the purchaser.

REAR CHEVRON STRIPING

At least 50% of the rear facing vertical surface shall be covered with alternating strips of reflective striping. Each stripe shall be a minimum of 6.00" in width and shall be applied to the apparatus at 45° angle.

The chevron striping colors shall consist of 3M diamond grade 983-72NL Red and 983-23ES Fluorescent Yellow-Green.

LOOSE EQUIPMENT

The following items shall be provided and shipped loose with the completed apparatus at the time of delivery:

FOLDING TANK

One (1) 2100 gallon aluminum collapsible frame folding portable tank shall be supplied. The tank liner shall have 22 oz vinyl sides and a 28 oz vinyl floor that shall be red in color. Grab handles shall be placed on the floor of the liner to help the firefighter pick up the liner when folding.

SUCTION HOSE

Two (2) 6.00" X 10’ section(s) of KOCHEK, PVC type hard, suction hose shall be provided on the apparatus. The hose(s) shall be light weight type with pyrolite, long handle female x rocker lug male, NST threads. The hose shall be black in color.

Fire Apparatus Solutions

ONE YEAR APPARATUS WARRANTY

The complete apparatus detailed herein shall be warranted against defects in materials and workmanship for a period of twelve (12) months, effective upon pick up or delivery of the completed apparatus to the purchaser, as detailed in the respective warranty documents. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

Other warrantees, as provided by individual component manufacturers may extend beyond this warranty.

STRUCTURAL WARRANTY, TEN YEAR

A structural warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

PLUMBING WARRANTY, TEN YEAR

A Stainless Steel Plumbing/Piping warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years effective upon final payment in full by the Purchaser and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the plumbing shall void this warranty.

PAINT WARRANTY, FIVE YEAR

The finish paint as used on the proposed apparatus shall be warranted against defects in materials and workmanship for a prorated period of five (5) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

Fire Apparatus Solutions

TANK WARRANTY, LIFETIME

The poly type material water tank and/or foam tank provided shall be warranted for the life of the apparatus as detailed and provided by the tank manufacturer.

APPARATUS ELECTRICAL WARRANTY, TWO YEAR

The apparatus electrical system as detailed herein shall have an electrical warranty against defects in materials and workmanship for a period of two (2) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the electrical system shall void this warranty.

MHC KENWORTH - ATLANTA (G190)
5860 RIVERVIEW ROAD
MABLETON, Georgia 30126

FOUTS BROTHERS FIRE EQUIPMENT
2158 ATLANTA RD
SMYRNA, Georgia 30080
United States of America

Clay Fletcher
Cell Phone: 770-548-5784
Office Phone: 404-691-9999
Email: clay.fletcher@mhc.com

Dylan Coyne

Vehicle Summary

Unit

Model:	T480 Series Conventional
Type:	FULL TRUCK
Description 1:	Stock T480 2000 30k
Description 2:	30k Rear Axle

Application

Intended Serv.:	Fire Truck Service: Vehicles used in fi
Commodity:	Water

Body

Type:	Tank
Length (ft):	18
Height (ft):	13
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	14600
Rr Axle Load (lbs):	30000
G.C.W. (lbs):	44600
Road Conditions:	
Class A (Highway)	80
Class B (Hwy/Mtn)	20
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	207
Overhang (in):	90
Fr Axle to BOC (in):	69.5
Cab to Axle (in):	137.5
Cab to EOF (in):	227.5
Overall Comb. Length (in):	337

Special Req.

U.S. Domestic Registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

	Std/ Opt	Description	Weight
Model			
	S	**T480 Series Conventional**	**10,386**
	O	**T480 Aero Hood**	**0**
	O	**Chassis Operation Will Not Incl. Stationary** application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	**0**
	O	**CARB Exempt Application Emergency Vehicle Only.**	**0**
	O	**CARB Low NOX Omnibus Registration Guidelines** Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	**0**
	O	**T480 Single Rear**	**0**
	O	**State of Registry: Georgia**	**0**
Engine & Equipment			
	O	**PACCAR PX-9 450EV 450@2100 1250@1200, 2024** Emergency Vehicle, With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 65....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 65....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	**0**
	O	**EPA Emissions Warranty Engine**	**0**

Std/ Opt	Description	Weight
S	**PremierSpec**	**0**
O	**Gearing Analysis: Balance** power/economy blend results.	**0**
O	**Customer's Typical Operating Spd: 55 MPH**	**0**
O	**EWI Tracking - A2 Engine Module Chassis**	**0**
	RegistrationYear Year of Registration: 2025	**0**
O	**Effective VSL Setting NA**	**0**
O	**Engine Idle Shutdown Timer Disabled**	**0**
O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	**0**
O	**Air Compressor: Cummins 30.4 CFM ISL, PX-8, PX-9** Replacing 18.7.	**2**
S	**Air Cleaner: MD Composite Engine Mounted**	**0**
O	**Air Inlet Ember Separator NFPA Compliant for** Fire Applications.	**8**
S	**Fan Hub: Horton On/Off for PX-9 or L9N**	**0**
S	**Cooling Module: 2.1M MD - Aero Hood** 1000 Square Inches	**0**
O	**EXH: Single Can 2024 PX-9 Horizontal Under Rail** With Horizontal Tailpipe Below RH Rail Back-of-Cab	**0**
S	**Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9** Fuel/water separator for 2021 and later engines.	**0**
S	**Run Aid:None** *For Fuel Filter	**0**
O	**Start Aid:12V Heat** *For Fuel Filter	**1**
O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	**0**
O	**Block Heater: PACCAR 750 watt 120V for PX-7** and B6.7N. 1000 watt for PX-9 and ISL9 Engines.	**2**
O	**Oil Pressure Sender for Pump Panel Gauge VDO** 360-009.	**0**
O	**Retarder: Jacobs for PX-9 and ISL With** 3-way switch. Replaces the standard turbo brake for PX-9 engines.	**57**
O	**Alternator: Delco 40SI 320 amp Brushless** with battery voltage sense	**0**
O	**Batteries: 3 PACCAR GP31 Threaded Post (700-730)** 2100-2190 CCA dual purpose.	**62**

Std/ Opt	Description	Weight
S	**Mitsubishi 105P55 12V Starter with Cummins and PX** PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	**0**
O	**Cab Power Cutoff SW on Cab Floor** NFPA Compliant - Engine Shut off. Includes gauge.	**2**
O	**Jump Start Terminals Under Hood.**	**0**
O	**Remote PTO/Throttle, 12-Pin, 500K, Back of Cab OR** Back of Sleeper, J1939, Remote Control Provision	**0**
O	**Body Builder Battery Power Prewire**	**0**
Transmission & Clutch		
O	**Transmission: Allison 3000EVS 5-speed, With PTO** drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Emergency Vehicle Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	**399**
O	**Driveline: 2 Dana SPL170SF With 1 Centerbearing**	**16**
S	**One Heavy-Duty One-Piece Aluminum Crossmember** This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	**0**
O	**Torque Converter Included W/ Allison** Transmission.	**0**
O	**Customer-Installed Split Shaft PTO Informational** only, nothing additional is provided.	**0**
O	**Push Button Shifter Controls, Center Console** Mounted for Allison Transmission. 2.1m Medium Duty only.	**0**
O	**J1939 Park Brake Auto Neutral**	**0**
U	**Decline Allison Neutral at Stop** *Narr DECLINE ALLISON NEUTRAL AT STOP*	**0**
O	**Allison Neutral at Stop Not Applicable**	**0**
O	**Allison Fuel Sense: Dynactive** Includes Dynamic Shift Sensing	**0**
U	**ALLISON EVS PACKAGE 246** *Narr ALLISON EVS PACKAGE 246 ALLISON EVS PACKAGE 246*	**0**
O	**Supplemental Allison Oil to Water Trans Cooler**	**16**
Front Axle & Equipment		
O	**Dana Spicer E-1462I Front Axle rated 14.6K** 3-1/2in. drop.	**30**
S	**Front Brakes: 14.6K Bendix ES S-Cam 16.5x5 in.**	**0**

Std/ Opt	Description	Weight
S	**Front Brake Drums: 14.6K 16.5x5 in. cast.**	**0**
O	**Front Hub: 14,600 lbs. Aluminum Hub Pilot** 10-bolt, 11.25 in. bolt circle.	**-48**
S	**ConMet PreSet Plus Hub Package; Front Axle.**	**0**
S	**Hubcap: Front Vented.**	**0**
S	**Front Auto Slack Adjuster for Drum Brakes.**	**0**
O	**Front Springs: Taperleaf 14.6K W/ Shock Absorbers** w/ maintenance-free elastomer spring pin bushings.	**0**
O	**Single Power Steering Gear: 14.6K.**	**20**
O	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	**11**
O	**30 mm Front Suspension Spacer Block**	**0**

Rear Axle & Equipment

O	**Single Dana Spicer S30-190 Rear Axle; 30K** capacity rated at 30K. Single rear axle with 74in. track, outer ends included w/ axle 16.5x7 brakes, iron hubs and dustshields	**202**
O	**Rear Axle Ratio - 5.38.**	**0**
O	**Rear Brake Included W/ Rear Axle.**	**0**
O	**Rear Brake Drums: Cast Included W/ Axle or** brake.	**0**
O	**Rear Hub: Included W/ Axles 11-1/4 in. B.C.** hub-pilot.	**0**
O	**Oil Seals Included W/ Axle.**	**0**
O	**Rear Slack Adjusters Included W/ Axle or Air** disc brakes.	**0**
O	**Spring Brake: 3036 Long Stroke Single 30 Square** inches; 36 square inches spring chamber. For drum brakes	**0**
O	**Bendix 4S/4M Anti-Lock Brake System W/ Air** traction control (ATC) and electronic stability program (ESP) for full truck. Must code for additional body information.	**0**
O	**Tanker Height less than 75 in. from Top of Frame** rail	**0**
O	**Wheel Differential Lock for Dana Spicer Axles** S21-170/172, S21-190, S23-170/172, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	**28**
O	**Rear suspension: single Reyco 79KB multileaf 31K.** 28K spring plus helper. Laden height 8.9 inches, unladen height 11.7 inches. Not available with shocks or swaybars. Not rear air disc brake compatible.	**138**
S	**Bolted Rear Suspension Crossmembers for Reyco**	**0**

Std/ Opt	Description	Weight
	79KB. Replaces medium duty standard.	
Tires & Wheels		
O	**Front Tires: Michelin X Works Z 12R22.5 16PR**	**64**
O	**Rear tires: Michelin XZUS2 315/80R22.5 20PR AP.** 42.8 in. diameter, all position.. 19.8 in. SLR. Code is priced per pair of tires.	**196**
O	**Rear Tire Quantity: 4**	**0**
O	**Front Wheel:Accuride 43644 22.5x8.25 AL** hub-pilot mount Standard Polish	**-52**
O	**Rear Wheel: Accuride 41730 22.5X9 aluminum**	**-40**
O	**Rear Wheel/Rim Quantity: 4**	**0**
Frame & Equipment		
O	**Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to** 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required, Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	**164**
O	**Bumper: Aerodynamic Chrome Steel. Requires a** bumper setting code.	**68**
S	**40 in. Bumper Setting. Requires a Bumper Code.**	**0**
S	**Front Tow Loops: Two**	**0**
O	**Custom Frame Layout: One Chassis** CFL C/M: Ref Chassis 157177 CFL A/D: Ref Chassis 157177 CFL A/T: TWO TANKS UNDER BATT BOX, ONE SMALL TANK UNDER AIR DRYER RH SIDE REF 357283 CFL BBX: Ref 157177 CFL DEF: Ref 157177 CFL F/T: CLEAR BOC	**0**
O	**Huck Bolts Throughout Frame, where Possible.**	**0**
O	**Battery Box: Steel Parallel Module under W/Step,** polished aluminum cover. Use with 2 or 3 batteries. Up to 2 air tanks may be mounted to bottom of box. Batteries will be oriented perpendicular to the frame rail in a single row.	**9**
O	**Battery Box Location: RH Side.**	**0**
S	**Heavy-Duty One-PC Aluminum Intermediate/ Fill-In** crossmember.	**0**

Std/ Opt	Description	Weight
S	**Heavy-Duty 5-Piece Rear Cab Support, Hucked** assembly. Huck fastened to frame.	**0**
O	**Rear Mudflap Shields: Black Rubber Anti-Sail** without logo. 28 in. wide, 0.25 in. thick.	**9**
S	**Square End-of-Frame W/O Crossmember; Non-Towing.**	**0**

Fuel Tanks & Equip

O	**50 US Gallon D-Shape Rectangular Aluminum Under** fuel tank, replace. With non-slip step.	**22**
S	**Small DEF Tank, 5.5 Gallons.**	**0**
O	**Polished Fuel Tank Steps.**	**0**
O	**Polish Only One Aluminum Tank.**	**0**
O	**Polished Cover for 1 DEF Tank Any Size.**	**3**
O	**Polished Stainless Steel Tank Straps for 1 Tank.**	**0**
O	**DEF to Fuel Fill Ratio 2:1 or Greater.**	**0**
O	**Fuel Tank Drain Plug.**	**0**
O	**DEF Tank Location is LH Under Cab.**	**0**
O	**Location: 50 gal fuel tank LH under cab.**	**0**

Cab & Equipment

S	**Cab: Stamped Aluminum with Curved Windshield** LED markers. Requires seperate roof code.	**0**
O	**Hood: Med Aero w/ Chrome Crown**	**0**
O	**Ember Filter For Cabin Air.** Used to keep embers out of the HVAC filter element. Cannot be used with code 8108002.	**2**
S	**Cab HVAC - Day Cab and 40 in. Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	**0**
S	**Steering Wheel: 18 in. 4-Spoke.**	**0**
S	**Adjustable Telescoping Tilt Steering Column.**	**0**
O	**Four Position Ignition Switch, Keyless.** Available for fire truck service & EMT/emergency service only.	**0**

Std/ Opt	Description	Weight
O	**Two Spare Switches: Wired to Power.**	**0**
O	**Gauge: DD Virtual Gauge - Air Filter** Restriction	**0**
O	**Gauge: DD Virtual Gauge - Volts** Instrument Cluster	**0**
S	**Main Instrument Package: 7" Digital Display** Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	**0**
O	**Large Flat Panel on Dash For C/I Controls.** Replaces Storage Bucket.	**0**
S	**Interior Trim Package: 2.1M MD Gray Foam** Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	**0**
O	**Driver Seat: NFPA Compliant KW Air Seat HB Vinyl** No Armrests, w/ Susp Bellows Cover.	**0**
O	**Rider Seat: KW Toolbox Seat HB Vinyl w/ Dual** Armrests/Record Holder/Occupancy Sensor	**0**
O	**NFPA Compliance Kit: 2.1 m Includes Seat** occupancy sensors. Seat belt switches, VDR & seat sensor harness, reflective labels, and a second copy of operators manual.	**5**
O	**Seat Color: Black Replacing Standard Gray**	**0**
O	**Driver & Rider Seat Belts: Red, NFPA, Replaces** Standard Seat Belts. (Available for NFPA RD Bench)	**0**
O	**Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth**	**0**
O	**Speaker Package For Cab: (2) Speakers** B-Pillar	**0**
O	**Footwell Light: Red Lens & Switch**	**0**
S	**Turn Signal: Self-Cancelling**	**0**
S	**LH and RH Trip Ledge Rain Deflectors**	**0**
O	**Metal Int Door Panel Kick Plates**	**0**
S	**Global Telematics Unit**	**0**
O	**Grabhandle: LH & RH SOC Non-Slip Ergonomic** Grab Handles Mounted To The Left Hand and Right Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	**6**
S	**Dual Cab Interior Grabhandles: A Pillar Mounted**	**0**

Std/ Opt	Description	Weight
	Dash Wrap and B Pillar Mounted Grabhandles	
S	**Kenworth Daylite Door With Standard LH/RH** electric door locks and LH/RH electric window controls.	**0**
O	**Air Horn Valve, Pull Cord and Plumbing to the** Firewall Bulkhead for C/I Air Horn. If the chassis has hydraulic brakes, it will require code 1000307 for Accessory air system for hydraulic brakes.	**0**
S	**Look-Down, Pass. Door, Black 11x6**	**0**
O	**Mirror Shell: Dual Aero Chrome**	**0**
O	**Mirror: Dual KW Aero Rear View** Motor, heated with Integral CX.	**0**
O	**Solid Rear Wall. Deletes Rear Cab Window.**	**-15**
S	**One-Piece Bonded-In Windshield With Curved Glass.** Standard.	**0**
O	**Exterior Stainless Steel Sunvisor.**	**11**
O	**Kenworth Cab Air Suspension.**	**0**
O	**Thermal/Sound Insulation Package**	**0**
O	**Roof: Raised Profile, Stamped Aluminum w/** Additional Head Room & Interior Overhead Storage	**0**
Lights & Instruments		
O	**Headlamps: LED low beam array, LED high beam,** LED turn signal array, LED DRL/Park Lamp, LED side marker/side turn.	**8**
S	**14-Pin RP170 Body Lighting Connector.**	**0**
O	**Marker Lights: Five Rectangular LED. Chrome** housing. For use with raised roof only. Required with exterior sunvisor.	**0**
S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	**0**
O	**Brake Lights on when Engine Brake Active.** Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	**0**
O	**Reflectors: Two Midframe**	**0**
O	**Backup Alarm: Tail Light Bracket Mounted Variable** self-adjusting 82-102 DBA.	**0**
O	**Polyswitches Replacing Fuses. Switch Will** automatically reset after removal of excess load.	**0**
Air Equipment		
S	**Air Dryer: Bendix AD-HF Puraguard Heated**	**0**
S	**Moisture Ejection Valve W/ Pull Cable Drain.**	**0**

Std/ Opt	Description	Weight
S	**Nylon Air Tubing in Frame & Cab, Excluding Hoses** subject to excessive heat or flexing.	**0**
Extended Warranty		
S	**Base Warranty - PACCAR PX-9 Engine** 24 months / 250,000 miles / 402,336 km / 6250 hours.	**0**
O	**Severe Service Medium-Duty Warranty: 12 months/** 50,000 miles & km	**0**
U	**EW:USBASIC VEH 6YR/100K MI FOUT** *Narr EW:USBASIC VEH 6YR/100K MI FOUT*	**0**
O	**Allison 3000 Series Transmission Surcharge**	**0**
O	**TruckTech+ RD - 5YR Sub PACCAR PX Engines**	**0**
O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine	**0**
Miscellaneous		
O	**GHG Secondary Manufacturer: Does Not Apply**	**0**
O	**Additional Lead Time Required for Off Highway &** /or specialty component truck.	**0**
S	**EMUX Architecture**	**0**
Promotions		
O	**Model Year 2025 Engine**	**0**
Paint		
O	**Paint Color Number(s).** N9702 A - 763572 FOUTS BROTHERS RED N9720 FRAME N0001 BLACK	**0**
S	**Bumper Unpainted**	**0**
O	**Day Cab Premium Paint**	**0**
S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	**0**
O	**Non-Standard Paint Color.**	**0**
S	**Base Coat/ Clear Coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	**0**
U	**SECONDARY CHASSIS MODULE-NMD** *Narr SECONDARY CHASSIS MODULE-NMD*	**0**

Std/ Opt	Description	Weight

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight (lbs) 11,792

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity

PROPOSAL FOR FURNISHING FIRE APPARATUS

11/0425

Redlands
0
0

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
One (1) **BME Type 3 Model 346**	$ 679,763.00	$ 679,763.00
Sales Tax @ 8.750%	$ 59,479.26	$ 59,479.26
APPARATUS COST WITH TAX	**$ 739,242.26**	**$ 739,242.26**
Performance Bond Not Required	$ -	$ -
California Tire Fee	$ 10.50	$ 10.50
Consortium Fee Not Applicable	$ -	$ -
TOTAL PURCHASE PRICE	**$ 739,252.76**	**$ 739,252.76**

The above proposal price shall be valid until 12/19/25 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 82878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. An increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to **$739,252.76** . The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manfacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be 30-36 Months months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at **Redlands, Ca**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterrations do not matterially affect the cost of the construction of the apparaus

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evalution Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Force Majeure - South Coast Fire Equipment shall not be responsible nor deemed to be in default on accountof delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorisim, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similiar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdow, or interruption of work.

Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment (SCFE) may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Manufacturer; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. SCFE endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by SCFE upon sale of the Product to another purchaser, plus any costs incurred by SCFE to conduct any such sale.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications Any increased costs incurred by the first party because of future changes in or additoinas to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,
South Coast Fire Equipment, Inc.

Brian Root
Sales Representative

I, _____ authorized representative of _____ agrees to purchase the proposed product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

Signature:_____
Title:_____ Date:_____

City Council Meeting **K. 5.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2025 Edition of the California Fire Code which incorporates by reference the 2024 International Fire Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2948, that was enacted in 2022 as part of the previous fire code adoption process (Fire Chief Sessler)

MOTION(S):

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

I move to introduce Ordinance No. 2997 and the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066, that a public hearing to consider recommendation to the City Council is to be held on December 16, 2025 at 6:00pm, or as soon thereafter as the matter may be heard.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2997 adopting the 2025 California Fire Code with local amendments to provide the Redlands Community with the most current fire protection regulations to support public safety, guide land use planning, and align with state fire prevention standards.

DISCUSSION:

On January 1, 2026, the State of California Building Standards Commission (CBSC) will adopt the 2024 Edition of the International Fire Code whereby creating the 2025 Edition of the California Code. Adoption of the 2025 California Fire Code and the 2024 International Fire Code will continue to provide regulations and requirements that pertain specifically to the climatic,

topographical and geological conditions for the City of Redlands. These requirements are needed in order to continue to provide and maintain fire and life safety requirements consistent with ordinances previously in place within the City. The most considerable change from previous fire code adoptions is the proposed ordinance for additional fire safety evaluations and protection features for buildings when they include new internal parking of electric or alternate fuel vehicles, as well as battery-based energy storage systems. Additionally, the California Building Standards Commission has transferred the majority of wildfire safety regulations to the newly created 2025 California Wildland-Urban Interface Code, which will be a separate Ordinance adoption for Municipal Code Chapter 15.30.

ALTERNATIVES:

Not approve the introduction of Ordinance No. 2997.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Vince Anderson, Fire Marshal

Fiscal Impact

Fiscal Year:	2025-2026
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:
There is no fiscal impact with the introduction of the proposed ordinance.

Attachments

2025 Res. Amending Chap 15.20 Fire Code 2025_Staff Report_V2_Clean
2025 Res. Amending Chap 15.20 Fire Code 2025_Staff Report_V2_Redlines

ORDINANCE NO. 2997

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.20 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Fire Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Fire Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2022: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September, and October.

   2023: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August, and October.

   2024: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August, and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive damage

often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

   Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60 108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Fire Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, and (4) the storage, handling and use of flammable and combustible liquids and hazardous materials; and

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Fire Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 15.20 of the Redlands Municipal Code, titled, "Fire Code," is hereby deleted in its entirety and rewritten to read as follows:

"Chapter 15.20
FIRE CODE"

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

15.20.020: DEFINITIONS:

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

15.20.040: TITLE:

15.20.050: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

15.20.060: LIABILITY:

15.20.070: FIRE INVESTIGATIONS:

15.20.072: OPERATING GUIDELINES

15.20.074: REQUIRED OPERATIONAL PERMITS

15.20.090: PERMIT FEES:

15.20.100: FEES NOT REFUNDABLE:

15.20.110: REQUIRED OPERATIONAL PERMITS:

15.20.120: INSPECTION FEES:

15.20.130: ELECTRONIC RECORD KEEPING

15.20.140: BOARD OF APPEALS

15.20.150: VIOLATION PENALTIES

15.20.160: ABATEMENT OF VIOLATION:

15.20.162: VIOLATION PENALTY

15.20.170: FAILURE TO COMPLY:

15.20.180: RELIGIOUS CEREMONIES:

15.30.182: OUTDOOR FIRES - WHERE PROHIBITED:

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES

15.20.190: SURFACE AND TURNING RADIUS:

15.20.200: GRADE:

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

15.20.220: PREMISES IDENTIFICATION:

15.20.230: ROOFTOP ADDRESSES:

15.20.240: FIRE HYDRANTS AND MAINS:

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION:

15.20.260: PRIVATE FIRE HYDRANT MARKERS:

15.20.270: ACCESS TO EQUIPMENT:

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

15.20.290: GROUP A-1:

15.20.300: GROUP A-2:

15.20.310: GROUP A-3:

15.20.320: GROUP A-4:

15.20.330: GROUP A-5:

15.20.340: GROUP B:

15.20.350: GROUP E:

15.20.360: GROUP F:

15.20.370: GROUP M:

15.20.380: GROUP R:

15.20.390: GROUP S:

15.20.400: REPAIR GARAGES:

15.20.410: BULK STORAGE OF TIRES:

15.20.430: STORIES WITHOUT OPENINGS

15.20.440: SECTION 903.2.11.3 AMENDED

15.20.450: GROUP U OCCUPANCY

15.20.460: NFPA 13D SPRINKLER SYSTEMS

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE

15.20.480: AREA INCREASE OR RECONSTRUCTION

15.20.490: CHANGE IN USE

15.20.500: ADAPTIVE REUSE

15.20.512: PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION

15.20.510: SECTION 905.4 AMENDED

15.20.514: REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS

15.20.520:SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS

15.20.540: REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS

15.20.554: FIRE PROTECTION EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES

15.20.560: FIREWORKS PROHIBITION

15.20.570: APPLICATION OF STATE LAW

15.20.580: LIABILITY FOR RESPONSE COSTS

15.20.590: FIREWORKS DEFINED

15.20.600: MINOR CHARGE

15.20.610: PROPERTY

15.20.620: RESPONSE COSTS

15.20.630: RESPONSIBLE GUARDIAN

15.20.640: APPENDIX B

15.20.650: APPENDIX BB

15.20.660: APPENDIX C

15.20.670: APPENDIX CC

15.20.680: APPENDIX D

15.20.690: APPENDIX P

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the International Fire Code, 2024 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international fire code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California fire code, also known as the California code of regulations, title 24, part 9, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025 edition of the California fire code incorporates by reference the 2024 edition of the international fire code, with necessary California amendments.

5. That a copy of the 2025 California fire code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

6. The sections of said California fire code may be referred to by the number used in said published compilation, preceded by the words "California fire code section" or "fire code section", and may also be referred to by additional reference to this municipal code and sections therein pertaining to said California fire code.

7. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents and workers within the city of Redlands. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions, and comply with existing state laws and regulations.

8. The city council finds and determines that the local variances from the California fire code - building standards, California code of regulations, title 24, part 9, contained in the city fire code, are reasonably necessary because of local climatic, topographic and geographical considerations.

B. Adoption Of The California Fire Code: The city council of the city of Redlands hereby adopts by reference, the 2025 California fire code, and appendices B, BB, C, CC, and D, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California fire code, California fire code appendix chapters, and the California fire code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2025 edition of the California fire code, as compiled and published by the California building standards commission.

15.20.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in the fire code, it shall mean the city of Redlands.

B. Wherever the term "fire chief" is used in the fire code, it shall mean the fire chief of the city of Redlands, or his or her authorized representative.

C. Wherever the term "fire department" is used in the fire code, it shall mean the fire department of the city of Redlands.

D. An employee of the city of Redlands fire department, when enforcing the California fire code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code.

E. Whenever the term "fire code official" is used in the fire code, it shall mean the supervisor of the fire prevention bureau and shall serve as the fire code official under the direction of the fire chief, or the fire chief's authorized representative. The community risk reduction division of the fire department shall be responsible for fire prevention department duties within the city of Redlands.

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

A. Storage of Flammable Cryogenic Fluids: Pursuant to section 5806.2 of the California fire code, flammable cryogenic fluids shall not be permitted to be stored, dispensed, or used unless, in the opinion of the fire code official, such storage will not create an unacceptable threat to the occupants and property owners.

B. Storage of Explosives and Blasting Agents: Pursuant to section 5601.1 of the California fire code, the storage of explosives and blasting agents is prohibited in all areas unless authorized by the fire code official, or the listed exceptions of this code section.

C. Storage Of Class I And II Liquids: Pursuant to sections 5704.2.9.5.2 and 5706.2.4.4 of the California fire code, the storage of class I and class II liquids in outside aboveground unprotected tanks is prohibited in all areas of the city unless the fire code official determines, with specific documented findings, that such an installation will not create a hazard to life or property in the area.

D. Storage Of Liquefied Petroleum Gases: Pursuant to section 6104.2 of the California fire code, the aggregate capacity of any one installation for the bulk storage of liquefied petroleum gases shall not exceed two thousand (2,000) water gallons (7571 liters) in commercial, residential and other areas where, in the opinion of the fire code official, the location of bulk storage of liquefied petroleum gases would create a threat to life and property.

15.20.040: TITLE:

Section 101.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the fire code of the city of Redlands, hereinafter referred to for purposes of this chapter 15.20 as "this code."

15.20.050: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 103.1 Identification of Authority Having Jurisdiction. The fire department of the city of Redlands is hereby identified as the authority having jurisdiction and the official in charge thereof shall be known as the fire code official. The function of the Authority Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code.

15.20.060: LIABILITY:

Section 104.8 of chapter 1, division II of the California fire code is hereby added to read as follows:

> 104.8.2 Cost Recovery. Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with Health and Safety Code sections 13009 and

13009.1. Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Health And Safety Code section 13009 et seq. and Government Code section 53150 et seq. Any expense incurred by the city for securing such an emergency situation shall constitute a debt of such person and shall be collectible by the city in the same manner as in the case of an obligation under contract, expressed or implied.

A false fire alarm response fee may be imposed and paid after two (2) false fire alarms have been received from any one residential or commercial source, or from any one alarm system, within any consecutive three hundred sixty five (365) day period. The false alarm response fee shall be established by resolution of the city council.

104.8.3 Expense for Securing an Emergency. The expense of securing any emergency or hazard which is the result of a violation of this code or any other code, ordinance or state law, or any damages caused by malicious mischief requiring any corrective or preventive actions conducted by the city may be a charge against the persons or entity whose such emergency or action may constitute a debt of such persons or entity as provided below.

1. The fire chief, or duly authorized representative, may impose the reasonable cost of fire prevention, fire suppression, and protection of the public from other safety hazards when a fire or hazardous condition results from any of the following activities or conditions:

A. Manufacture, transportation, storage, handling, or spilling of hazardous chemicals, flammable or combustible liquids, explosives, or blasting agents;

B. Failure to correct a hazardous condition for which a "notice of violation," or equivalent notice, has been previously given by the chief, or duly authorized representative;

C. Use of welding equipment, cutting torch, tar pot, or other open flame device;

D. Permitting or causing the accumulation of hazardous or flammable materials;

E. Setting of a fire or allowing a fire to be set in violation of any code, ordinance, law or regulation;

F. Creating, allowing, or maintaining a fire hazard.

15.20.070: FIRE INVESTIGATIONS:

Section 104.10 of chapter 1, division II of the California fire code is hereby amended to read as follows:

104.10 Fire Investigations. The fire code official and the fire department shall investigate the cause, origin and circumstances of any fire, explosion and other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as required by law.

The fire chief or duly authorized representative, is authorized to investigate the cause, origin and circumstances of unauthorized releases of hazardous materials. The Redlands police department and allied law enforcement agencies are authorized to assist the fire department in its investigations when requested to do so.

15.20.072: OPERATING GUIDELINES:

Section 104.12 of the California fire code is hereby added to read as follows:

104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Fire Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

15.20.074: REQUIRED OPERATIONAL PERMITS:

Section 105.5.60 of chapter 1, division II of the California fire code is hereby added to read as follows:

105.5.60 – Temporary Haunted Houses, Ghost Walks, and Similar Amusement uses. An operational permit is required in accordance with Appendix P for temporary haunted houses, ghost walks, and similar amusement uses.

15.20.090: PERMIT FEES:

Section 108.2 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.2 Permit Fees. Permit fees as established by city council resolution shall be collected by the finance department. Proof of receipt shall accompany all applications for permit prior to any inspection and approval by the city.

15.20.100: FEES NONREFUNDABLE:

Section 108.6 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.6 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of plan review or inspection procedures.

15.20.120: INSPECTION FEES:

Section 108.7 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.7 Inspection Fees. The fire code official is authorized to impose and collect appropriate fees for inspections established by resolution of the city council.

15.20.130: ELECTRONIC RECORD KEEPING

Section 109.5 of chapter 1, division II of California Fire Code is hereby added to read as follows:

109.5. Electronic Record Keeping. The Fire Code Official is authorized to require electronic format submittals for fire protection systems maintenance records.

15.20.140: BOARD OF APPEALS:

Section 112.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

112.1 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

15.20.150: VIOLATION PENALTIES:

Section 113.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

113.4 Administrative Citation Process Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been

served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.20.160: ABATEMENT OF VIOLATION:

Section 113.4.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

113.4.1 Abatement of Violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute an appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. The expense of such action may be made a lien upon the property upon which such condition exists.

15.20.162: VIOLATION; PENALTY:

Section 113.5 of chapter 1, division II of the California fire code is hereby amended to read as follows:

A. It is unlawful to violate or fail to comply with any of the provisions of the California fire code, or to fail to comply with any order made pursuant thereto. It is also unlawful to build in violation of any detailed statement of plans or specifications submitted and approved under the California fire code, or any certificate or permit issued thereunder, and from which no appeal has been taken.

15.20.170: FAILURE TO COMPLY:

Section 114.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

114.4 Failure To Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to violation penalties pursuant to section 113.4.

15.20.180: RELIGIOUS CEREMONIES:

Section 308.1.8 of the California fire code is hereby amended to read as follows:

308.1.8 Religious or Other Assembly Ceremonies. Candles held in persons' hands (or on a non-stable device) are especially dangerous and shall not be permitted. Battery operated simulated candles are available and may be used. No permit is required for battery-operated candles or other electric candles.

15.20.182: OUTDOOR FIRES - WHERE PROHIBITED

Section 324 of the California fire code is hereby added to read as follows:

Section 324: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted where conditions could cause the spread of fire, unless all of the following safety requirements and conditions are met:

1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.

2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and -sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS

Section 403.9.3.4 of the California fire code is hereby added to read as follows:

403.9.3.4. Residential Care Facility Evacuation Plans. Residential care facilities shall review the Emergency and Disaster Plan as required by California Health and Safety

Code Section 1569.695 and California Code of Regulations, Title 22, Section 87212, with the fire department to verify the plan accounts for an acceptable level of emergency communication monitoring and facility self-reliance for vehicle-based evacuations of residents.

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES:

Section 503.1.1 Exception 1.3 of the California fire code is hereby deleted.

15.20.190: SURFACE AND TURNING RADIUS:

Section 503.2.3 of the California fire code is hereby amended to read as follows:

503.2.3 Surface §503.2.3 Fire apparatus access roads for purposes of rapid and reliable fire apparatus access shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds. Fire apparatus access roads shall be surfaced with an approved concrete or asphalt covering so as to provide all-weather driving capabilities. Turf block, Ritter Rings, Turf Paver and other similar products shall not be used for fire department access surfacing. Where rural road grades do not exceed 8%, the fire code official may approve access roads of approved native materials or gravel when compacted to ninety-five percent (95%).

TURNING RADIUS

Section 503.2.4 of the California fire code is hereby amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of twenty (20) feet and outer radius of forty (40) feet.

15.20.200: GRADE:

Section 503.2.7 of the California fire code is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be a maximum of twelve percent (12%), unless otherwise approved by the fire code official for short distances when appropriate mitigation measures are utilized.

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

Section 503.4 of the California fire code is hereby amended to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in section 503.2.1 shall be maintained at all times. Any obstruction or impedance to reasonable access may be removed at the order of the fire code official or the fire department, with the expense of such removal to be borne by the owner of the roadway, or in the case of an obstructing vehicle or object, by the owner of said vehicle or object.

15.20.220: PREMISES IDENTIFICATION:

Section 505.1 of the California fire code is hereby amended to read as follows:

505.1 Premises Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be affixed on a structure in a location with a clear, unobstructed view from the street. All numbers shall be electrically illuminated during the hours of darkness.

Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch for single-family residences.

All multi-family, multi-retail and multi-commercial occupancies shall:

Have a minimum of 6 inch high numbers, with a minimum one inch (1") stroke.

Identify individual units with numbers a minimum of four (4) inches, affixed to the unit's front door entrance or frame. All buildings with a rear door access shall identify that unit with the proper numbers affixed to the door or frame.

All light and heavy industrial occupancies shall have a minimum of ten (10) inch high numbers, with a minimum one-and-one-half inch ($1^1/2$") stroke. All complexes that are three (3) stories or greater in height and/or have two (2) or more building units shall have a minimum of ten (10) inch high numbers, with a one-and-one-half inch ($1^1/2$") stroke.

Buildings with a total floor area of 100,000 square feet (9290 m^2) or greater shall have minimum 12 inch (305 mm) high numbers, with a minimum stroke width of $1^1/2$ inches (38 mm).

All buildings with two (2) or more units shall identify utility meters according to the unit being serviced.

Buildings set-back from the street by 200' or more, shall have additional address number of a minimum of 4" located at the property entrance.

15.20.230: ROOFTOP ADDRESSES

Section 505.1.1 of the California fire code is hereby added to read as follows:

505.1.1 Rooftop Addressing. Buildings exceeding a total square footage of 50,000 square feet shall have rooftop numbers placed parallel to the addressed street for purposes of being visible from the air. The numbers shall be block lettered and shall be a minimum of four (4) feet in height and eighteen (18) inches in width. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed at opposite ends of the building, indicating the approximate location of the addressed portion of the building.

15.20.240: FIRE HYDRANTS AND MAINS:

Section 507.5.1 of the California fire code is hereby amended to read as follows:

507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For group R-3 and group U occupancies, the distance requirement shall be 600 feet (183 m). This distance may be further modified by the fire code official for such occupancies when buildings are equipped throughout with an approved fire sprinkler system installed in accordance with section 903.3.1.3.

2. Deleted.

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION

Section 507.5.7: California fire code is hereby added to read as follows:

507.5.7 Private fire hydrants shall be painted OSHA Safety red or equivalent.

15.20.260: PRIVATE FIRE HYDRANT MARKERS

Section 507.5.8: of the California Fire Code is hereby added to read as follows:

507.5.8 Blue reflective pavement markers shall be placed within six (6) inches of the edge of the center lane line on the side of the nearest hydrant.

15.20.270: ACCESS TO EQUIPMENT:

Section 509.3 of the California fire code is hereby added to read as follows:

> 509.3 Access to Equipment in Multi-Unit Buildings. When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main controls and control appurtenances, such as risers, fire alarm control panels, and valves for such systems, shall be located in an attached or included room or an approved weather-resistant enclosure with at least one exterior access door of not less than 3'-0" by 6'-8".

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

Section 511 of the California fire code is hereby added to read as follows:

> 511 Smoke Or Fog Emitting Systems. No alarm system shall be installed in a building or portion of a building which as a part of its operation discharges any gas, vapor, liquid, or other product when the primary intent of the system discharge is to obscure the vision of any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

15.20.290: GROUP A-1:

Section 903.2.1.1 of the California fire code is hereby amended to read as follows:

> 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for group A-1 occupancies.

15.20.300: GROUP A-2:

Section 903.2.1.2 of the California fire code is hereby amended to read as follows:

> 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for group A-2 occupancies.

15.20.310: GROUP A-3:

Section 903.2.1.3 of the California fire code is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for group A-3 occupancies.

15.20.320: GROUP A-4:

Section 903.2.1.4 of the California fire code is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for group A-4 occupancies.

15.20.330: GROUP A-5:

Section 903.2.1.5 of the California fire code is hereby amended to read as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 200 square feet (19 m^2).

15.20.340: GROUP B:

Section 903.2..2 of the California fire code is hereby added to read as follows:

903.2..2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing group B occupancies where the fire area exceeds 200 square feet (19 m^2).

15.20.350: GROUP E:

Section 903.2.3 of the California fire code is hereby amended to read as follows:

903.2.3 Group E. Except as provided for in sections 903.2.19 for a new public school campus and 903.2.20 (modernization project), an automatic sprinkler system shall be provided for group E occupancies as follows:

1. Throughout all group E fire areas greater than 200 square feet (19 m^2) in area.

2. Throughout every portion of educational buildings below the level of exit discharge.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in exempt amounts are used or stored.

15.20.360: GROUP F:

Section 903.2.4 of the California fire code is hereby amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing group F occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.370: GROUP M:
Section 903.2.7 of the California fire code is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a group M occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.380: GROUP R:

Section 903.2.8 of the California fire code is hereby amended to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.

2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.

3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

15.20.390: GROUP S:

Section 903.2.9 of the California fire code is hereby amended to read as follows:

903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a group S occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.400: REPAIR GARAGES:

Section 903.2.9.1 of the California fire code is hereby amended to read as follows:

903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the California building code.

15.20.410: BULK STORAGE OF TIRES:

Section 903.2.9.2 of the California fire code is hereby amended to read as follows:

903.2.9.2 Bulk Storage of Tires. New construction or change in occupancy of buildings and structures where the area for the storage of tires exceeds 200 square feet (19 m^2) shall be equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1.

15.20.430: STORIES WITHOUT OPENINGS:

Section 903.2.11.1 of the California fire code is hereby amended to read as follows:

903.2.11.1 Stories without Openings. An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 200 square feet (19 m^2) and where there is not provided at least one of the following types of exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with section 1011 or an outside ramp complying with section 1012. Openings shall be located in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

2. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 m^2) in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

15.20.440: SECTION 903.2.11.3 AMENDED:

Section 903.2.11.3 of the California fire code is hereby amended by the deletion of the exception.

15.20.450: GROUP U OCCUPANCY:

Section 903.2.18 of the California fire code is hereby amended to read as follows:

903.2.18 Group U Occupancy. An automatic sprinkler system shall be provided throughout buildings containing a group U occupancy where the fire area exceeds 200 square feet (19 m^2).

Exceptions:

1. When a group U occupancy is not located within fifty (50) feet from an adjacent building, structure, and/or property line.

15.20.460: NFPA 13D SPRINKLER SYSTEMS:

Section 903.3.1.3 of the California fire code is hereby amended to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D, including attached garages.

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE:

Section 903.3.5.3 of the California fire code is hereby added to read as follows:

903.3.5.3 Water Supply For Areas Without City Water Service. In areas without city water service, buildings where the fire area exceeds 200 square feet (19 m^2) shall be provided with an approved automatic sprinkler system. Group R-3 occupancies shall be provided with on-site water storage for a minimum 10-minute sprinkler demand. When approved by the fire code official, on-site water storage for other than group R occupancies may be reduced to that required for an approved 30-minute sprinkler demand. These flows and duration do not consider the needs required to provide domestic service. All sprinkler systems shall be suitably freeze-protected for climatic conditions when necessary.

15.20.480: AREA INCREASE OR RECONSTRUCTION:

Section 903.6.1 of the California fire code is hereby amended by adding the following:

903.6.1 Area Increase or Reconstruction. Every existing building or structure relocated or moved onto a property, every building or structure which as a result of fire, earthquake, or other disaster requires demolition and reconstruction, or every existing building or structure that is receiving or has received an addition(s) in which fifty percent (50%) of the original area is exceeded, or every existing building or structure that undergoes an Alteration Level 3 as defined by the California Existing Building Code shall have an approved automatic sprinkler system installed throughout therein.

15.20.490: CHANGE IN USE:

Section 903.6.2 of the California fire code is hereby amended by adding the following:

903.6.2 Change in Use. Changes made in the character or use of an occupancy shall be approved by the building official and the chief. When there is a change of use or occupancy of a building which exceeds 5,000 square feet in floor area which would place the building in a different division of the same group of occupancy or in a different group of occupancies, the occupancy shall be provided with an approved automatic sprinkler system throughout, unless the proposed use is less hazardous based on fire or life safety risk, than the existing use.

15.20.500: ADAPTIVE REUSE:

Section 903.6.3 of the California fire code is hereby amended by adding the following:

903.6.3 Adaptive Reuse. Every existing group R occupancy that is changed to a commercial use shall have an approved automatic sprinkler system installed throughout.

15.20.502: SECTION 903.7 PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION:

Section 903.7 of the California fire code is hereby amended by adding to read as follows:

903.7 Private Fire Protection Water Supply Points Of Connection. Any development within the City of Redlands that consists of more than a single structure on a commercially developed site; multiple floor commercial structures; multi-family commercial residences or fire flow requirements in excess of 2000 gallons per minute will require a two point of connection full looped fire supply to the development. All required onsite fire hydrants will be supplied from this looped system and will be private to the development. When there are practical difficulties involved in carrying out the provisions of this ordinance the fire code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special reason makes enforcement of the strict letter of the ordinance impractical and any

modification or change does not lessen any fire protection requirements. If so changes or modifications may be approved by the fire code official or fire chief

15.20.510: SECTION 905.4 LOCATION OF CLASS I STANDPIPE HOSE CONNECTIONS:

Section 905.4 of the California fire code is hereby amended by adding location number 7 to read as follows:

7. When required by other provisions of this code, $2^{1}/2$ inch hose connections, meeting the requirements of this section and fire department standards, shall be located at every other exterior fire department access door as defined by section 2306.6.1, and arranged so that every portion of the building and its contents can be reached with 150 feet of hose and stream.

15.20.512: SECTION 907.11 REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS:

Section 907.11 of the California fire code is hereby amended by adding to read as follows:

907.11 Requirements For Dedicated Function Fire Alarm Systems. One interior audible and visual notification device to alert occupants shall be provided from the dedicated function fire alarm systems. Multi-tenant buildings that each have their own exterior access (i.e. strip mall) do not need to be equipped with an interior notification device. A single manual fire alarm box shall be located next to the sprinkler riser, fire alarm control unit, or fire alarm annunciator. A fire department key box shall be provided adjacent to the exterior entry point to the area of the fire alarm control unit.

15.20.520: SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS:

Section 910.2 of the California fire code is hereby amended to read as follows:

910.2 Where Required. Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of class I and II commodities where protected by an approved automatic sprinkler system.

2. Deleted.

3. Deleted.

15.20.540: REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA

Section 914.12 of the California fire code is hereby added to read as follows:

914.12 Special Requirements For Group F, M, S-1 Or S-2 Distribution Warehouses Greater Than 50,000 Square Feet in Floor Area. Buildings classified primarily as group M, group S-1 or S-2, with no more than 10% of the building square footage occupied with accessory uses, in which the primary use is wholesale or retail sales of bulk products or packaged materials, or for the storage of commodities for distribution, shall be in accordance with this section.

914.12.1 Fire Command Center. A fire command center for fire department operations shall be provided. The location and accessibility of the fire control room shall be approved by the fire code official. The fire control room shall be separated from the remainder of the building by walls and ceilings not less than one-hour fire partitions. The room shall be a minimum of 200 square feet (19 m^2) in area, with a minimum dimension of 10 feet (3048 mm). The room shall contain the following as a minimum:

1. The fire alarm control unit and associated equipment.

2. Annunciator panel displaying status of sprinkler control valves and waterflow detectors.

3. Main controls and indicators for mechanical smoke exhaust systems.

4. Graphic with schematic indicating building floor plans, means of egress, fire protection systems, firefighting equipment and access.

5. Other firefighting equipment and system controls as required by the fire code official.

6. Emergency lighting powered by the standby electrical system.

914.12.2 Mechanical Smoke Exhaust. A mechanical smoke exhaust system conforming to the requirements of section 910.4 shall be provided. The system may be combined with environmental or other ventilation air systems when approved by the fire code official. Manual override controls of mechanical smoke exhaust systems shall be designed for fire department use only.

914.12.3 Standpipe Systems. A class I standpipe system shall be provided, with hose connections located at fire department access doors as required by section 905.4. The system may be interconnected with the building automatic sprinkler systems, and may be supplied

by adjacent systems or by a separate riser. Standpipe systems shall conform to the requirements of NFPA 14.

914.12.4 Fire Department Graphic. A printed graphic with schematic diagrams of the building automatic sprinkler systems, fire alarm systems, means of egress, standpipe systems, smoke exhaust systems, access doors, and any other equipment as required by the fire code official shall be superimposed over a building floor plan or site plan and mounted on the wall in a highly visible location in the fire control room. The graphic shall be durable and waterproofed.

914.12.5 Standby Power. A standby power generator conforming to the California electrical code shall be provided on the premises, in a protected location. The generator shall have a rated capacity necessary to supply the load of all fire protection features listed below at the same time:

1. Emergency lighting and exit signs necessary for egress.

2. Lighting for the fire control room.

3. Signal and communication systems as applicable.

4. Electrically powered fire pumps required to maintain pressure.

5. Mechanical smoke exhaust systems as required by section 914.12.2.

In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power.

914.12.6 Enhanced Communications. When required by the fire code official, enhanced communication equipment, such as bi-directional amplifiers, shall be provided in the building for dedicated use by the fire department. When such equipment is required to be installed, it shall be provided with a standby power supply.

914.12.7 Other Requirements. All fire protection systems shall comply with fire department standards regarding installation, signage and labeling, maintenance, and other requirements as specified by the fire code official.

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

Section 1103.2 of the California Fire Code is hereby amended to read as follows:

1103.2 Criteria 2: Within one (1) year of completion date. All plans and permits shall be submitted for review within six (6) months of completion date.

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS:

Section 1207.7.5 of the California fire code is hereby added to read as follows:

1207.7.5 Fire Protection Features For Indoor Installation Of ESS Systems – Safety Evaluations And Requirements. The fire code official is authorized to require safety evaluations of ESS systems installations for corresponding building features including but not limited to: passive fire resistance features, protected openings, locations and clearances for equipment, and active fire protection systems. The evaluation shall be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

15.20.554: VEHICLE SAFETY EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES:

Section 1208 of the California fire code is hereby added to read as follows:

1208 Vehicle Safety Evaluation When Inside Or Adjacent To New Buildings: Electric And Or Alternative Fueled Vehicles. New Buildings with electric and or alternative fueled vehicle safety evaluation. When new buildings include parking or charging of electric and alternative fueled vehicles inside or within 25 feet adjacent, the fire code official is authorized to require a safety evaluation be conducted by a qualified professional to determine the acceptable level of life safety protections for the building. The evaluation shall include the following aspects and be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

The evaluation shall include:
1. Anticipated smoke production and associated removal strategies to provide occupants sufficient tenable conditions to evacuate the building.

2. Anticipated heat release & associated passive fire protection strategies to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

3. Active fire suppression systems to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

4. Anticipated amount of water needed for fire suppression systems and fire department operations. Strategies to collect water discharge from the site to mitigate adverse impacts to public infrastructure and the environment.

15.20.560: FIREWORKS PROHIBITION:

Section 5601.9 of the California Fire Code is hereby added to read as follows:

Except as otherwise provided in this Code, no person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give, transport, or improperly dispose of any fireworks or dangerous or safe and sane fireworks.

A. Except where otherwise expressly provided in this Code or under a permit issued by the California State Fire Marshal or the Fire Chief, it shall be unlawful for any person to possess, offer for sale, or store any fireworks.

B. Except where otherwise expressly provided in this Code, it shall be unlawful for any property owner or tenant to allow or permit the possession, sale, use or discharge of fireworks at or on their property when the property owner or tenant knows or should know of the possession, sale, use or discharge of fireworks at or on such property.

C. The Fire Chief and his or her authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief and his authorized representatives may charge any person whose fireworks are seized pursuant to this section.

D. Every person who causes, aids, abets or conceals a violation of the California Fire Code is guilty of violating the California Fire Code. Each such person, corporation or firm shall be deemed guilty of a misdemeanor of a separate offense for each day or portion thereof during which any violation of any provision of the California Fire Code is committed, continued, permitted or maintained by such person, firm or corporation.

15.20.570: APPLICATION OF STATE LAW:

Section 5601.10 of the California Fire Code is hereby added to read as follows:

Nothing in this section 15.20.520 shall limit any of the penalties provided in the California Health and Safety Code or the California Penal Code with regard to the offer for sale, exposing for sale, sale at retail, use or discharge of any fireworks.

15.20.580: LIABILITY FOR RESPONSE COSTS:

Section 5601.11 of the California Fire Code is hereby added to read as follows:

A. Any person who violates this section 15.20.560 shall be liable for response costs incurred in responding to the unpermitted use, discharge or storage of fireworks.

B. If a person who violated this section 15.20.560 is a minor charge, the responsible guardian of the minor charge and the minor charge shall be jointly and severally liable for the response costs incurred pursuant to this section 15.20.580.

C. To incur liability for response costs imposed by this section 15.20.580, a person who violates this section 15.20.560 need not be present at the event that causes the response giving rise to the imposition of response costs.

D. Response costs imposed by this section 15.20.580 are in addition to any other costs that may be recovered under this Code or State law.

15.20.590: FIREWORKS DEFINED:

Section 5602.2 of the California Fire Code is hereby added to read as follows:

"Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effect which are useful as pyrotechnic devices or for entertainment. The term "Fireworks" includes, but is not limited to, devices designated by the manufacturer as Fireworks, firecrackers, torpedoes, skyrockets, roman candles, rockets, sparklers, chasers, fountains, smoke sparks, aerial bombs, and Fireworks kits. "Fireworks" includes both "dangerous Fireworks" and "safe and sane" Fireworks as defined in the California Health and Safety Code.

15.20.6000: MINOR CHARGE:

Section 5602.3 of the California Fire Code is hereby added to read as follows:

"Minor charge" is a person under the age of eighteen (18) years for whom a responsible guardian has the legal care, custody or control.

15.20.610: PROPERTY:

Section 5602.4 of the California Fire Code is hereby added to read as follows:

"Property" shall mean any private property; including but not limited to, a residence, yard, or field, whether or not occupied as a dwelling, and whether owned, leased, rented or used with or without compensation.

15.20.620: RESPONSE COSTS:

Section 5602.5 of the California Fire Code is hereby added to read as follows:

"Response costs" means those reasonable and necessary costs directly incurred by City public safety or other personnel for a response to an unpermitted discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, or other services arising from the unpermitted discharge or illegal storage, maintaining or handling of fireworks, including but not limited to:

A. Salaries and benefits of public safety or other personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the unpermitted discharge or illegal storage of fireworks, and the administrative costs attributable to any response;

B. The cost of any medical treatment to or for any public safety personnel injured responding to, remaining at, or leaving the scene of the unpermitted discharge or illegal storage of fireworks;

C. The cost of repairing or replacing any public safety equipment or property damage, and the cost of use of any such equipment, in responding to, remaining at, or leaving the scene of any unpermitted discharge or illegal storage of fireworks; and

D. The disposal cost of confiscated fireworks.

15.20.630: RESPONSIBLE GUARDIAN:

Section 5602.6, of the California Fire Code is hereby added to read as follows:

"Responsible guardian" means a parent, guardian or other person having the legal care, custody, or control of his or her minor charge.

15.20.640: APPENDIX B:

Section B105.2 of appendix B of the California fire code is hereby amended by amending the exception to read as follows:

Exception: A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in table B105.1(2).

15.20.650: APPENDIX BB:

Section BB105.1 of appendix BB of the California fire code is hereby amended by amending the exception to read as follows:

Exception: A reduction in required fire-flow of up to 50 percent (50%), is allowed when the building is provided with an approved automatic sprinkler system. When a reduction in fire flow is used, fire flow shall not be less than 1500 gpm.

15.20.660: APPENDIX C:

Appendix C is hereby adopted in its entirety without amendments or deletions.

15.20.670: APPENDIX CC:

Appendix CC is hereby adopted in its entirety without amendments or deletions.

15.20.680: APPENDIX D:

Appendix D is hereby adopted in its entirety with the following additions and amendments:

Section D101.2 of appendix D of the California fire code is hereby added to read as follows:

D101.2 Construction Documents. Construction documents for proposed fire apparatus access location of fire lanes, security gates across fire apparatus access and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

Section D101.3 of appendix D of the California fire code is hereby added to read as follows:

D101.3 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles.

Section D102.1 of appendix D of the California fire code is hereby amended to read as follows:

D102.1 Access and Loading. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building thereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all

portions of the exterior wall for the first story of the building as measured by an approved route around the exterior of the building or facility.

Section D103.3 of appendix D of the California fire code is hereby amended to read as follows:

D103.3 Turning Radius. 503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of nineteen (20) feet and outer radius of forty (40) feet.

Section D103.4 of appendix D of the California fire code is hereby amended to read as follows:

D103.4 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. City of Redlands Municipal Utilities and Engineering Department Standard Specifications and Detail Drawings for Design and Construction of Public Improvements, or California Fire Code Figure D103.1 shall be utilized for turn around area design.

Section D103.7 of appendix D of the California fire code is hereby added to read as follows:

D103.7 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing at least 75,000 pounds. The roadway shall be surfaced so as to provide all weather driving capabilities.

Section D103.8 of appendix D of the California fire code is hereby added to read as follows:

D103.8 Authority. The fire code official shall have the authority to require an increase in the minimum access width where they are inadequate for fire or rescue operations.

Section D103.9 of appendix D of the California fire code is hereby added to read as follows:

D103.9 Bygone Roadways. Where fire department access is unduly difficult utilizing bygone roadways, and where modifications would significantly impact the historical significance of the area, the fire chief may authorize alternative means and methods in order to maintain fire department access. Methods may include but are not limited to the posting of signs and notices of parking requirements in order to maintain access.

15.20.690: APPENDIX P

Section P101.2 of the California fire code is hereby amended to read as follows:

P101.2 Permits. An operational permit shall be required for haunted houses, ghost walks or similar uses in accordance with Appendix P101.2. Permit applications and documents

shall be submitted within three (3) weeks of occupancy date. Additional permits shall be obtained from local building department as required for any structural, electrical, or other modifications.

Section P103.2 of the California fire code is hereby amended to read as follows:

P103.2 Tents or membrane structures. Tents and membrane structures may be used when in compliance with all applicable requirements of this regulation, chapter 31 of this code, and when the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet.

Section P103.7 of the California fire code is hereby amended to read as follows

P103.7 Exception 2: Existing unsprinklered assembly spaces, such as gymnasiums, when used for assembly purposes such as grad night.

Section P103.7.1. of the California fire code is hereby amended to read as follows:

P103.7.1.1 Obstructions. Fire sprinkler systems and piping, when provided, shall not be obstructed, altered, or used to support any decorations.

Section P103.7.2. of the California fire code is hereby amended to read as follows:

P103.7.2.1 Obstructions. Automatic smoke detection systems or devices, when present, shall not be obstructed, altered, or turned off.

Section P103.7.4 of the California fire code is hereby added to read as follows:

P103.7.4 Add Exception. When the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet, manually activated devices suitable for sounding an alarm or another approved method of alerting staff shall be provided as approved by the fire code official.

Section P103.9.1 of the California fire code is hereby amended to read as follows:

P103.9.1 Flame retardant. All decorative materials shall be both inherently flame retardant, labeled as such, or be treated with a listed flame-retardant material registered with the California State Fire Marshal. If the material is treated by the user, a container and receipt will serve as proof.

Section P103.12 of the California fire code is hereby amended to read as follows:

P103.12 Inspections. A fire and life safety inspection shall be conducted by the fire department prior to the start of the event. Final building department inspection and sign-off shall be made in conjunction with the fire department.

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

Section 15.20.700 of Chapter 15.20 is hereby added to read as follows:

> The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

B. Except as otherwise specified in this chapter, all violations of the California fire code or its appendices, or the amendments thereto contained in this chapter, are misdemeanors and are punishable as provided in title 1, chapter 1.20 of this code.

C. Every person who causes, aids, abets or conceals a violation of the California fire code is guilty of violating the California fire code. Each such person, corporation or firm shall be deemed guilty of a separate offense for each day or portion thereof during which any violation of any provisions of the California fire code is committed, continued, permitted or maintained by such person, firm or corporation."

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.20 of the Redlands Municipal Code and to the former edition of the California Fire Code shall be construed to apply to the corresponding provisions of Chapter 15.20 of the Redlands Municipal Code and the 2025 edition of the California Fire Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2, 2025. The notice shall state the time and place of the hearing, and shall also state that copies of the California Fire Code, 2025 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2997

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.20 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Fire Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Fire Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2022: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September, and October.

   2023: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August, and October.

   2024: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August, and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive damage

often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to —this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

   Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60 108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Fire Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, and (4) the storage, handling and use of flammable and combustible liquids and hazardous materials; and

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Fire Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 15.20 of the Redlands Municipal Code, titled, "Fire Code," is hereby deleted in its entirety and rewritten to read as follows:

"Chapter 15.20
FIRE CODE"

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

15.20.020: DEFINITIONS:

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

15.20.040: TITLE:

15.20.050: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

15.20.060: LIABILITY:

15.20.070: FIRE INVESTIGATIONS:

15.20.072: OPERATING GUIDELINES

15.20.074: REQUIRED OPERATIONAL PERMITS

15.20.090: PERMIT FEES:

15.20.100: FEES NOT REFUNDABLE:

15.20.110: REQUIRED OPERATIONAL PERMITS:

15.20.120: INSPECTION FEES:

15.20.130: ELECTRONIC RECORD KEEPING

15.20.140: BOARD OF APPEALS

15.20.150: VIOLATION PENALTIES

15.20.160: ABATEMENT OF VIOLATION:

15.20.162: VIOLATION PENALTY

15.20.170: FAILURE TO COMPLY:

15.20.180: RELIGIOUS CEREMONIES:

15.30.182: OUTDOOR FIRES - WHERE PROHIBITED:

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES

15.20.190: SURFACE AND TURNING RADIUS:

15.20.200: GRADE:

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

15.20.220: PREMISES IDENTIFICATION:

15.20.230: ROOFTOP ADDRESSES:

15.20.240: FIRE HYDRANTS AND MAINS:

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION:

15.20.260: PRIVATE FIRE HYDRANT MARKERS:

15.20.270: ACCESS TO EQUIPMENT:

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

15.20.290: GROUP A-1:

15.20.300: GROUP A-2:

15.20.310: GROUP A-3:

15.20.320: GROUP A-4:

15.20.330: GROUP A-5:

15.20.340: GROUP B:

15.20.350: GROUP E:

15.20.360: GROUP F:

15.20.370: GROUP M:

15.20.380: GROUP R:

15.20.390: GROUP S:

15.20.400: REPAIR GARAGES:

15.20.410: BULK STORAGE OF TIRES:

15.20.430: STORIES WITHOUT OPENINGS

15.20.440: SECTION 903.2.11.3 AMENDED

15.20.450: GROUP U OCCUPANCY

15.20.460: NFPA 13D SPRINKLER SYSTEMS

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE

15.20.480: AREA INCREASE OR RECONSTRUCTION

15.20.490: CHANGE IN USE

15.20.500: ADAPTIVE REUSE

15.20.512: PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION

15.20.510: SECTION 905.4 AMENDED

15.20.514: REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS

15.20.520:SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS

15.20.540: REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS

15.20.554: ~~VEHICLE SAFETY~~FIRE PROTECTION EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES

15.20.560: FIREWORKS PROHIBITION

15.20.570: APPLICATION OF STATE LAW

15.20.580: LIABILITY FOR RESPONSE COSTS

15.20.590: FIREWORKS DEFINED

15.20.600: MINOR CHARGE

15.20.610: PROPERTY

15.20.620: RESPONSE COSTS

15.20.630: RESPONSIBLE GUARDIAN

15.20.640: APPENDIX B

15.20.650: APPENDIX BB

15.20.660: APPENDIX C

15.20.670: APPENDIX CC

15.20.680: APPENDIX D

15.20.690: APPENDIX P

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

~~15.20.740: VIOLATION PENALTY~~

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the International Fire Code, 2024~~1~~ edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international fire code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California fire code, also known as the California code of regulations, title 24, part 9, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025~~2~~ edition of the California fire code incorporates by reference the 2024~~1~~ edition of the international fire code, with necessary California amendments.

5. That a copy of the 2025~~2~~ California fire code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

6. The sections of said California fire code may be referred to by the number used in said published compilation, preceded by the words "California fire code section" or "fire code section", and may also be referred to by additional reference to this municipal code and sections therein pertaining to said California fire code.

7. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents and workers within the city of Redlands. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions, and comply with existing state laws and regulations.

8. The city council finds and determines that the local variances from the California fire code - building standards, California code of regulations, title 24, part 9, contained in the city fire code, are reasonably necessary because of local climatic, topographic and geographical considerations.

B. Adoption Of The California Fire Code: The city council of the city of Redlands hereby adopts by reference, the 2025~~2~~ California fire code, and appendices B, BB, C, CC, and D, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California fire code, California fire code appendix chapters, and the California fire code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2025~~2~~ edition of the California fire code, as compiled and published by the California building standards commission.

15.20.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in the fire code, it shall mean the city of Redlands.

~~B. Wherever the term "corporation counsel" is used in the fire code, it shall mean the city attorney for the city of Redlands.~~

~~C.~~B. Wherever the term "fire chief" is used in the fire code, it shall mean the fire chief of the city of Redlands, or his or her authorized representative.

~~D.~~C. Wherever the term "fire department" is used in the fire code, it shall mean the fire department of the city of Redlands.

~~E.~~D. An employee of the city of Redlands fire department, when enforcing the California fire code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code.

~~F.~~E. Whenever the term "fire ~~marshal~~code official" is used in the fire code, it shall mean the supervisor of the fire prevention bureau and shall serve as the fire code official under the direction of the fire chief, or the fire chief's authorized representative. The community risk reduction division of the fire department shall be responsible for fire prevention department duties within the city of Redlands.

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

A. Storage of Flammable Cryogenic Fluids: Pursuant to section 5~~85~~064.2~~1~~ of the California fire code, flammable cryogenic fluids shall not be permitted to be stored, dispensed, or used unless, in the opinion of the fire code official, such storage will not create an unacceptable threat to the occupants and property owners.

B. Storage of Explosives and Blasting Agents: Pursuant to section 5601.1 of the California fire code, the storage of explosives and blasting agents is prohibited in all areas unless authorized by the fire code official, or the listed exceptions of this code section.

C. Storage Of Class I And II Liquids: Pursuant to sections 5704.2.9.5.2~~1~~ and 5706.2.4.4~~1~~ of the California fire code, the storage of class I and class II liquids in outside aboveground unprotected tanks is prohibited in all areas of the city unless the fire code official determines, with specific documented findings, that such an installation will not create a hazard to life or property in the area.

D. Storage Of Liquefied Petroleum Gases: Pursuant to section 6104.2~~1.3~~ of the California fire code, the aggregate capacity of any one installation for the bulk storage of liquefied petroleum gases shall not exceed two thousand (2,000) water gallons (7571 liters) in commercial, residential and other areas where, in the opinion of the fire code official, the location of bulk storage of liquefied petroleum gases would create a threat to life and property.

15.20.040: TITLE:

Section 101.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the fire code of the city of Redlands, hereinafter referred to for purposes of this chapter 15.20 as "this code."

15.20.050: ~~DEPARTMENT OF FIRE PREVENTION~~CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1~~2~~ of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 103.2 Identification of Authority Having Jurisdiction. The fire department of the city of Redlands is hereby identified as the authority having jurisdiction and the official in charge thereof shall be known as the fire code official. The function of

the Authority Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code~~deleted~~.

15.20.060: LIABILITY:

Section 104.8~~13~~ of chapter 1, division II of the California fire code is hereby added to read as follows:

104.8.2~~13.1~~ Cost Recovery. Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with Health and Safety Code sections 13009 and 13009.1. Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Health And Safety Code section 13009 et seq. and Government Code section 53150 et seq. Any expense incurred by the city for securing such an emergency situation shall constitute a debt of such person and shall be collectible by the city in the same manner as in the case of an obligation under contract, expressed or implied.

A false fire alarm response fee may be imposed and paid after two (2) false fire alarms have been received from any one residential or commercial source, or from any one alarm system, within any consecutive three hundred sixty five (365) day period. The false alarm response fee shall be established by resolution of the city council.

104.8.3~~13.2~~ Expense for Securing an Emergency. The expense of securing any emergency or hazard which is the result of a violation of this code or any other code, ordinance or state law, or any damages caused by malicious mischief requiring any corrective or preventive actions conducted by the city may be a charge against the persons or entity whose such emergency or action may constitute a debt of such persons or entity as provided below.

1. The fire chief, or duly authorized representative, may impose the reasonable cost of fire prevention, fire suppression, and protection of the public from other safety hazards when a fire or hazardous condition results from any of the following activities or conditions:

A. Manufacture, transportation, storage, handling, or spilling of hazardous chemicals, flammable or combustible liquids, explosives, or blasting agents;

B. Failure to correct a hazardous condition for which a "notice of violation," or equivalent notice, has been previously given by the chief, or duly authorized representative;

C. Use of welding equipment, cutting torch, tar pot, or other open flame device;

D. Permitting or causing the accumulation of hazardous or flammable materials;

E. Setting of a fire or allowing a fire to be set in violation of any code, ordinance, law or regulation;

F. Creating, allowing, or maintaining a fire hazard.

15.20.070: FIRE INVESTIGATIONS:

Section 104.101 of chapter 1, division II of the California fire code is hereby amended to read as follows:

104.101 Fire Investigations. The fire code official and the fire department shall investigate the cause, origin and circumstances of any fire, explosion and other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as required by law.

The fire chief or duly authorized representative, is authorized to investigate the cause, origin and circumstances of unauthorized releases of hazardous materials. The Redlands police department and allied law enforcement agencies are authorized to assist the fire department in its investigations when requested to do so.

15.20.072: OPERATING GUIDELINES:

Section 104.12 of the California fire code is hereby added to read as follows:

104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Fire Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

~~15.20.080: ANNUAL PERMIT:~~

~~Section 105.1.6 of chapter 1, division II of the California fire code is hereby deleted.~~

15.20.074: REQUIRED OPERATIONAL PERMITS:

Section 105.5.60 of chapter 1, division II of the California fire code is hereby added to read as follows:

105.5.60 – Temporary Haunted Houses, Ghost Walks, and Similar Amusement uses. An operational permit is required in accordance with Appendix P for temporary haunted houses, ghost walks, and similar amusement uses.

15.20.090: PERMIT FEES:

Section 10~~5~~8.2~~.5~~ of chapter 1, division II of the California fire code is hereby added to read as follows:

> 108.2~~5.2.5~~ Permit Fees. Permit fees as established by city council resolution shall be collected by the finance department. Proof of receipt shall accompany all applications for permit prior to any inspection and approval by the city.

15.20.100: FEES NONREFUNDABLE:

Section 108.6~~5.2.6~~ of chapter 1, division II of the California fire code is hereby added to read as follows:

> 108.6~~5.2.6~~ Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of plan review or inspection procedures.

~~15.20.110: REQUIRED OPERATIONAL PERMITS:~~

~~Section 105.5.50 of chapter 1, division II of the California fire code is hereby added to read as follows:~~

> ~~105.5.55 Fixed Kitchen Hood and Duct Extinguishing System. An operational permit is required to utilize commercial cooking appliances, as defined in Section 602, with a fixed hood and duct fire extinguishing system~~
>
> ~~105.5.56 Temporary Haunted Houses, Ghost Walks, and Similar Amusement uses. An operational permit is required in accordance with Appendix O for temporary haunted houses, ghost walks, and similar amusement uses.~~

15.20.120: INSPECTION FEES:

Section 10~~8~~7.7~~7~~ of chapter 1, division II of the California fire code is hereby added to read as follows:

> 108.7~~7.7~~ Inspection Fees. The fire code official is authorized to impose and collect appropriate fees for inspections established by resolution of the city council.

15.20.130: ELECTRONIC RECORD KEEPING

Section 109.5~~3.1~~ of chapter 1, division II of California Fire Code is hereby added to read as follows:

> 109.5~~3.1~~. Electronic Record Keeping. The Fire Code Official is authorized to require electronic format submittals for fire protection systems maintenance records.

15.20.140: BOARD OF APPEALS:

Section 112.1~~1~~ of chapter 1, division II of the California fire code is hereby amended to read as follows:

112~~1~~.1 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

~~Section 104.12 of the California fire code is hereby added to read as follows:~~

~~104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Wildland-Urban Interface Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.~~

15.20.150: VIOLATION PENALTIES:

Section 113~~2~~.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

113~~2~~.4.~~1~~ Administrative Citation Process Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.20.160: ABATEMENT OF VIOLATION:

Section ~~.~~113~~2~~.4.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

113~~2~~.4.1 Abatement of Violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute an appropriate action to prevent

unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. The expense of such action may be made a lien upon the property upon which such condition exists.

15.20.162: VIOLATION; PENALTY:

Section 113.5 of chapter 1, division II of the California fire code is hereby amended to read as follows:

A. It is unlawful to violate or fail to comply with any of the provisions of the California fire code, or to fail to comply with any order made pursuant thereto. It is also unlawful to build in violation of any detailed statement of plans or specifications submitted and approved under the California fire code, or any certificate or permit issued thereunder, and from which no appeal has been taken.

15.20.170: FAILURE TO COMPLY:

Section 11~~3~~4.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

11~~43~~.4 Failure To Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to violation penalties pursuant to section 113~~2~~.4.

15.20.180: RELIGIOUS CEREMONIES:

Section 308.1.8~~7~~ of the California fire code is hereby amended to read as follows:

308.1.8~~7~~ Religious or Other Assembly Ceremonies. Candles held in persons' hands (or on a non-stable device) are especially dangerous and shall not be permitted. Battery operated simulated candles are available and may be used. No permit is required for battery-operated candles or other electric candles.

15.20.182: OUTDOOR FIRES - WHERE PROHIBITED

Section 324 of the California fire code is hereby added to read as follows:

Section 324: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted where conditions could cause the spread of fire, unless all of the following safety requirements and conditions are met:

1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.

2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and -sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

~~15.20.182: OUTDOOR FIRES – WHERE PROHIBITED~~

~~Section 324 of the California fire code is hereby added to read as follows:~~

~~Section 324: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI, unless all of the following safety requirements and conditions are met:~~

~~1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.~~

~~2. No Hazardous Weather Conditions: Outdoor fires shall not be conductedoperated during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and -sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued for the Redlands area by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.~~

~~3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times~~

~~4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.~~

~~5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.~~

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS

Section 403.9.3.4 of the California fire code is hereby added to read as follows:

403.9.3.4. Residential Care Facility Evacuation Plans. Residential care facilities shall review the Emergency and Disaster Plan as required by California Health and Safety Code Section 1569.695 and California Code of Regulations, Title 22, Section 87212, with the fire department to verify the p~~P~~lan accounts for an acceptable level of emergency communication monitoring and facility self-reliance for vehicle-based evacuations of residents.

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES:

Section 503.1.1 Exception 1.3 of the California fire code is hereby deleted.

15.20.190: SURFACE AND TURNING RADIUS:

Section 503.2.3 of the California fire code is hereby amended to read as follows:

503.2.3 Surface §503.2.3 Fire apparatus access roads for purposes of rapid and reliable fire apparatus access shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds. Fire apparatus access roads shall be surfaced with an approved concrete or asphalt covering so as to provide all-weather driving capabilities. Turf block, Ritter Rings, Turf Paver and other similar products shall not be used for fire department access surfacing. Where rural road grades do not exceed 8%, the fire

code official may approve access roads of approved native materials or gravel when compacted to ninety-five percent (95%).

TURNING RADIUS

Section 503.2.4 of the California fire code is hereby amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of twenty (20) feet and outer radius of forty (40) feet.

15.20.200: GRADE:

Section 503.2.7 of the California fire code is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be a maximum of twelve percent (12%), unless otherwise approved by the fire code official for short distances when appropriate mitigation measures are utilized.

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

Section 503.4 of the California fire code is hereby amended to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in section 503.2.1 shall be maintained at all times. Any obstruction or impedance to reasonable access may be removed at the order of the fire code official or the fire department, with the expense of such removal to be borne by the owner of the roadway, or in the case of an obstructing vehicle or object, by the owner of said vehicle or object.

15.20.220: PREMISES IDENTIFICATION:

Section 505.1 of the California fire code is hereby amended to read as follows:

505.1 Premises Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be affixed on a structure in a location with a clear, unobstructed view from the street. All numbers shall be electrically illuminated during the hours of darkness.

Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch for single-family residences.

All multi-family, multi-retail and multi-commercial occupancies shall:

Have a minimum of 6 inch high numbers, with a minimum one inch (1") stroke.

Identify individual units with numbers a minimum of four (4) inches, affixed to the unit's front door entrance or frame. All buildings with a rear door access shall identify that unit with the proper numbers affixed to the door or frame.

All light and heavy industrial occupancies shall have a minimum of ten (10) inch high numbers, with a minimum one-and-one-half inch ($1^1/2$") stroke. All complexes that are three (3) stories or greater in height and/or have two (2) or more building units shall have a minimum of ten (10) inch high numbers, with a one-and-one-half inch ($1^1/2$") stroke.

Buildings with a total floor area of 100,000 square feet (9290 m^2) or greater shall have minimum 12 inch (305 mm) high numbers, with a minimum stroke width of $1^1/2$ inches (38 mm).

All buildings with two (2) or more units shall identify utility meters according to the unit being serviced.

Buildings set-back from the street by 200' or more, shall have additional address number of a minimum of 4" located at the property entrance.

15.20.230: ROOFTOP ADDRESSES

Section 505.1.1 of the California fire code is hereby added to read as follows:

505.1.1 Rooftop Addressing. Buildings exceeding a total square footage of 50,000 square feet shall have rooftop numbers placed parallel to the addressed street for purposes of being visible from the air. The numbers shall be block lettered and shall be a minimum of four (4) feet in height and eighteen (18) inches in width. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed at opposite ends of the building, indicating the approximate location of the addressed portion of the building.

15.20.240: FIRE HYDRANTS AND MAINS:

Section 507.5.1 of the California fire code is hereby amended to read as follows:

507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For group R-3 and group U occupancies, the distance requirement shall be 600 feet (183 m). This distance may be further modified by the fire code official for such occupancies when buildings are equipped throughout with an approved fire sprinkler system installed in accordance with section 903.3.1.3.

2. Deleted.

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION

Section 507.5.7: California fire code is hereby added to read as follows:

507.5.7 Private fire hydrants shall be painted OSHA Safety red or equivalent.

15.20.260: PRIVATE FIRE HYDRANT MARKERS

Section 507.5.8: of the California Fire Code is hereby added to read as follows:

507.5.8 Blue reflective pavement markers shall be placed within six (6) inches of the edge of the center lane line on the side of the nearest hydrant.

15.20.270: ACCESS TO EQUIPMENT:

~~Section 507.5.7:~~

Section 509.3 of the California fire code is hereby added to read as follows:

509.3 Access to Equipment in Multi-Unit Buildings. When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main controls and control appurtenances, such as risers, fire alarm control panels, and valves for such systems, shall be located in an attached or included room or an approved weather-resistant enclosure with at least one exterior access door of not less than 3'-0" by 6'-8".

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

Section 511 of the California fire code is hereby added to read as follows:

511 Smoke Or Fog Emitting Systems. No alarm system shall be installed in a building or portion of a building which as a part of its operation discharges any gas, vapor, liquid, or other product when the primary intent of the system discharge is to obscure the vision of

any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

~~15.20.290: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS:~~

~~Section 1207.7.5 of the California fire code is hereby added to read as follows:~~

~~1207.7.5 Fire Protection Features For Indoor Installation Of ESS Systems – Safety Evaluations And Requirements. The fire code official may require safety evaluations of ESS systems installations for corresponding building features including but not limited to: passive fire resistance features, protected openings, locations and clearances for equipment, and active fire protection systems. The evaluation shall be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.~~

~~15.20.290: VEHICLE SAFETY EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES:~~

~~Section 1208 of the California fire code is hereby added to read as follows:~~

~~1208 Vehicle Safety Evaluation When Inside Or Adjacent To New Buildings: Electric And Or Alternative Fueled Vehicles. New Buildings with electric and or alternative fueled vehicle safety evaluation. When new buildings include parking or charging of electric and alternative fueled vehicles inside or within 25 feet adjacent, a safety evaluation shall be conducted by a qualified professional to determine the acceptable level of life safety protections for the building. The evaluation shall include the following aspects and be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.~~

~~The evaluation shall include:~~
~~-Anticipated smoke production and associated removal strategies to provide occupants sufficient tenable conditions to evacuate the building.~~

~~-Anticipated heat release & associated passive fire protection strategies to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.~~

~~-Active fire suppression systems to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.~~

~~-Anticipated amount of water needed for fire suppression systems and fire department operations. Strategies to collect water discharge from the site adversely impacting public infrastructure and the environment.~~

15.20.290: GROUP A-1:

Section 903.2.1.1 of the California fire code is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for group A-1 occupancies.

15.20.300: GROUP A-2:

Section 903.2.1.2 of the California fire code is hereby amended to read as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for group A-2 occupancies.

15.20.310: GROUP A-3:

Section 903.2.1.3 of the California fire code is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for group A-3 occupancies.

15.20.320: GROUP A-4:

Section 903.2.1.4 of the California fire code is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for group A-4 occupancies.

15.20.330: GROUP A-5:

Section 903.2.1.5 of the California fire code is hereby amended to read as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 200 square feet (19 m^2).

15.20.340: GROUP B:

Section 903.2.~~1~~.82 of the California fire code is hereby added to read as follows:

903.2.~~1~~.28 Group B. An automatic sprinkler system shall be provided throughout all buildings containing group B occupancies where the fire area exceeds 200 square feet (19 m^2).

15.20.350: GROUP E:

Section 903.2.3 of the California fire code is hereby amended to read as follows:

903.2.3 Group E. Except as provided for in sections 903.2.19 for a new public school campus and 903.2.20 (modernization project), an automatic sprinkler system shall be provided for group E occupancies as follows:

1. Throughout all group E fire areas greater than 200 square feet (19 m^2) in area.

2. Throughout every portion of educational buildings below the level of exit discharge.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in exempt amounts are used or stored.

15.20.360: GROUP F:

Section 903.2.4 of the California fire code is hereby amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing group F occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.370: GROUP M:
Section 903.2.7 of the California fire code is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a group M occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.380: GROUP R:

Section 903.2.8 of the California fire code is hereby amended to read as follows:
903.2.8 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.

2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.

3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

~~5. When approved by the fire code official, detached group U private garages or carports accessory to a group R-3 occupancy, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.~~

~~6. When approved by the fire code official, detached group U private garages or carports accessory to a group R-3 occupancy not located within fifty (50) feet from an adjacent building, structure, and/or property line.~~

15.20.390: GROUP S:

Section 903.2.9 of the California fire code is hereby amended to read as follows:

903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a group S occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.400: REPAIR GARAGES:

Section 903.2.9.1 of the California fire code is hereby amended to read as follows:

903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the California building code.

15.20.410: BULK STORAGE OF TIRES:

Section 903.2.9.2 of the California fire code is hereby amended to read as follows:

903.2.9.2 Bulk Storage of Tires. New construction or change in occupancy of b~~B~~uildings and structures where the area for the storage of tires exceeds 200 square feet (19 m^2) shall be equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1.

~~15.20.420: SECTION 903.2.9 AMENDED:~~

~~Section 903.2.9 of the California fire code is hereby amended by the deletion of the exception.~~

15.20.430: STORIES WITHOUT OPENINGS:

Section 903.2.11.1 of the California fire code is hereby amended to read as follows:

903.2.11.1 Stories without Openings. An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 200 square feet (19 m^2) and where there is not provided at least one of the following types of exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with section 1011 or an outside ramp complying with section 1012. Openings shall be located in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

2. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 m^2) in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

~~2.~~3.

15.20.440: SECTION 903.2.11.3 AMENDED:

Section 903.2.11.3 of the California fire code is hereby amended by the deletion of the exception.

15.20.450: GROUP U OCCUPANCY:

Section 903.2.18 of the California fire code is hereby amended to read as follows:

903.2.18 Group U Occupancy. An automatic sprinkler system shall be provided throughout buildings containing a group U occupancy where the fire area exceeds 200 square feet (19 m^2).

Exceptions:

~~1. When approved by the fire code official, group U occupancies, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.~~

~~2.~~1. When a group U occupancy is not located within fifty (50) feet from an adjacent building, structure, and/or property line.

15.20.460: NFPA 13D SPRINKLER SYSTEMS:

Section 903.3.1.3 of the California fire code is hereby amended to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D, including attached garages.

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE:

Section 903.3.5.3 of the California fire code is hereby added to read as follows:

903.3.5.3 Water Supply For Areas Without City Water Service. In areas without city water service, buildings where the fire area exceeds 200 square feet (19 m^2) shall be provided with an approved automatic sprinkler system. Group R-3 occupancies shall be provided with on-site water storage for a minimum 10-minute sprinkler demand. When approved by the fire code official, on-site water storage for other than group R occupancies may be reduced to that required for an approved 30-minute sprinkler demand. These flows and duration do not consider the needs required to provide domestic service. All sprinkler systems shall be suitably freeze-protected for climatic conditions when necessary.

~~Exception: When approved by the fire code official, group U occupancy, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.~~

15.20.480: AREA INCREASE OR~~AND~~ RECONSTRUCTION:

Section 903.6.1 of the California fire code is hereby amended by adding the following:

903.6.1 Area Increase or~~and~~ Reconstruction. Every existing building or structure relocated or moved onto a property, every building or structure which as a result of fire, earthquake, or other disaster requires demolition and reconstruction, or every existing building or structure that is receiving or has received an addition(s) in which fifty percent (50%) of the original area is exceeded, or every existing building or structure that undergoes an Alteration Level 3 as defined by the California Existing Building Code shall have an approved automatic sprinkler system installed throughout therein.

15.20.490: CHANGE IN USE:

Section 903.6.2 of the California fire code is hereby amended by adding the following:

> 903.6.2 Change in Use. Changes made in the character or use of an occupancy shall be approved by the building official and the chief. When there is a change of use or occupancy of a building which exceeds 5,000 square feet in floor area which would place the building in a different division of the same group of occupancy or in a different group of occupancies, the occupancy shall be provided with an approved automatic sprinkler system throughout, unless the proposed use is less hazardous based on fire or life safety risk, than the existing use.

15.20.500: ADAPTIVE REUSE:

Section 903.6.3 of the California fire code is hereby amended by adding the following:

> 903.6.3 Adaptive Reuse. Every existing group R occupancy that is changed to a commercial use shall have an approved automatic sprinkler system installed throughout.

15.20.502: SECTION 903.7 PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION:

Section 903.7 of the California fire code is hereby amended by adding to read as follows:

> 903.7 Private Fire Protection Water Supply Points Of Connection. Any development within the City of Redlands that consists of more than a single structure on a commercially developed site; multiple floor commercial structures; multi-family commercial residences or fire flow requirements in excess of 2000 gallons per minute will require a two point of connection full looped fire supply to the development. All required onsite fire hydrants will be supplied from this looped system and will be private to the development. When there are practical difficulties involved in carrying out the provisions of this ordinance the fire code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special reason makes enforcement of the strict letter of the ordinance impractical and any modification or change does not lessen any fire protection requirements. If so changes or modifications may be approved by the fire code official or fire chief

15.20.510: SECTION 905.4 ~~AMENDED~~LOCATION OF CLASS I STANDPIPE HOSE CONNECTIONS:

Section 905.4 of the California fire code is hereby amended by adding location number 7 to read as follows:

> 7. When required by other provisions of this code, $2^1/2$ inch hose connections, meeting the requirements of this section and fire department standards, shall be located at every other

exterior fire department access door as defined by section 2306.6.1, and arranged so that every portion of the building and its contents can be reached with 150 feet of hose and stream.

15.20.512: SECTION 907.11 REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS:

Section 907.11 of the California fire code is hereby amended by adding to read as follows:

907.11 Requirements For Dedicated Function Fire Alarm Systems. One interior audible and visual notification device to alert occupants shall be provided from the dedicated function fire alarm systems. Multi-tenant buildings that each have their own exterior access (i.e. strip mall) do not need to be equipped with an interior notification device. A single manual fire alarm box shall be located next to the sprinkler riser, fire alarm control unit, or fire alarm annunciator. A fire department key box shall be provided adjacent to the exterior entry point to the area of the fire alarm control unit.

15.20.520: SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS:

Section 910.2 of the California fire code is hereby amended to read as follows:

910.2 Where Required. Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of class I and II commodities where protected by an approved automatic sprinkler system.

2. Deleted.

3. Deleted.

~~15.20.530: SPRINKLERED BUILDINGS:~~

~~Section 910.3.5 of the California fire code is hereby amended to read as follows:~~

~~910.3.5 Sprinklered Buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by the actuation of a heat responsive device rated at least 100 degrees F above the operating~~

~~temperature of the sprinkler heads, or manually with independent controls for the fire department pursuant to section 914.12.~~

15.20.540: ~~SECTION 914.12 ADDED:~~REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA

Section 914.12 of the California fire code is hereby added to read as follows:

914.12 Special Requirements For Group F, M, S-1 Or S-2 Distribution Warehouses Greater Than 50,000 Square Feet in Floor Area. Buildings classified primarily as group M, group S-1 or S-2, with no more than 10% of the building square footage occupied with accessory uses, in which the primary use is wholesale or retail sales of bulk products or packaged materials, or for the storage of commodities for distribution, shall be in accordance with this section.

914.12.1 Fire Command Center. A fire command center for fire department operations shall be provided. The location and accessibility of the fire control room shall be approved by the fire code official. The fire control room shall be separated from the remainder of the building by walls and ceilings not less than one-hour fire partitions. The room shall be a minimum of 200 square feet (19 m^2) in area, with a minimum dimension of 10 feet (3048 mm). The room shall contain the following as a minimum:

1. The fire alarm control unit and associated equipment.
2. Annunciator panel displaying status of sprinkler control valves and waterflow detectors.
3. Main controls and indicators for mechanical smoke exhaust systems.
4. Graphic with schematic indicating building floor plans, means of egress, fire protection systems, firefighting equipment and access.
5. Other firefighting equipment and system controls as required by the fire code official.
6. Emergency lighting powered by the standby electrical system.

914.12.2 Mechanical Smoke Exhaust. A mechanical smoke exhaust system conforming to the requirements of section 910.4 shall be provided. The system may be combined with environmental or other ventilation air systems when approved by the fire code official. Manual override controls of mechanical smoke exhaust systems shall be designed for fire department use only.

914.12.3 Standpipe Systems. A class I standpipe system shall be provided, with hose connections located at fire department access doors as required by section 905.4. The system may be interconnected with the building automatic sprinkler systems, and may be supplied

by adjacent systems or by a separate riser. Standpipe systems shall conform to the requirements of NFPA 14.

914.12.4 Fire Department Graphic. A printed graphic with schematic diagrams of the building automatic sprinkler systems, fire alarm systems, means of egress, standpipe systems, smoke exhaust systems, access doors, and any other equipment as required by the fire code official shall be superimposed over a building floor plan or site plan and mounted on the wall in a highly visible location in the fire control room. The graphic shall be durable and waterproofed.

914.12.5 Standby Power. A standby power generator conforming to the California electrical code shall be provided on the premises, in a protected location. The generator shall have a rated capacity necessary to supply the load of all fire protection features listed below at the same time:

1. Emergency lighting and exit signs necessary for egress.

2. Lighting for the fire control room.

3. Signal and communication systems as applicable.

4. Electrically powered fire pumps required to maintain pressure.

5. Mechanical smoke exhaust systems as required by section 914.12.2.

In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power.

914.12.6 Enhanced Communications. When required by the fire code official, enhanced communication equipment, such as bi-directional amplifiers, shall be provided in the building for dedicated use by the fire department. When such equipment is required to be installed, it shall be provided with a standby power supply.

914.12.7 Other Requirements. All fire protection systems shall comply with fire department standards regarding installation, signage and labeling, maintenance, and other requirements as specified by the fire code official.

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

Section 1103.2 of the California Fire Code is hereby amended to read as follows:

1103.2 Criteria 2: Within one (1) year of completion date. All plans and permits shall be submitted for review within six (6) months of completion date.

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS:

Section 1207.7.5 of the California fire code is hereby added to read as follows:

1207.7.5 Fire Protection Features For Indoor Installation Of ESS Systems – Safety Evaluations And Requirements. The fire code official is authorized to require safety evaluations of ESS systems installations for corresponding building features including but not limited to: passive fire resistance features, protected openings, locations and clearances for equipment, and active fire protection systems. The evaluation shall be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

15.20.554: VEHICLE SAFETY EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES:

Section 1208 of the California fire code is hereby added to read as follows:

1208 Vehicle Safety Evaluation When Inside Or Adjacent To New Buildings: Electric And Or Alternative Fueled Vehicles. New Buildings with electric and or alternative fueled vehicle safety evaluation. When new buildings include parking or charging of electric and alternative fueled vehicles inside or within 25 feet adjacent, the fire code official is authorized to require a safety evaluation be conducted by a qualified professional to determine the acceptable level of life safety protections for the building. The evaluation shall include the following aspects and be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

The evaluation shall include:
1. Anticipated smoke production and associated removal strategies to provide occupants sufficient tenable conditions to evacuate the building.

2. Anticipated heat release & associated passive fire protection strategies to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

3. Active fire suppression systems to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

4. Anticipated amount of water needed for fire suppression systems and fire department operations. Strategies to collect water discharge from the site to mitigate adverse impacts to public infrastructure and the environment.

~~15.20.560: FIREWORKS:~~

15.20.560: FIREWORKS PROHIBITION:

Section 5601.9 of the California Fire Code is hereby added to read as follows:

Except as otherwise provided in this Code, no person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give, transport, or improperly dispose of any fireworks or dangerous or safe and sane fireworks.

A. Except where otherwise expressly provided in this Code or under a permit issued by the California State Fire Marshal or the Fire Chief, it shall be unlawful for any person to possess, offer for sale, or store any fireworks.

B. Except where otherwise expressly provided in this Code, it shall be unlawful for any property owner or tenant to allow or permit the possession, sale, use or discharge of fireworks at or on their property when the property owner or tenant knows or should know of the possession, sale, use or discharge of fireworks at or on such property.

C. The Fire Chief and his or her authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief and his authorized representatives may charge any person whose fireworks are seized pursuant to this section.

D. Every person who causes, aids, abets or conceals a violation of the California Fire Code is guilty of violating the California Fire Code. Each such person, corporation or firm shall be deemed guilty of a misdemeanor of a separate offense for each day or portion thereof during which any violation of any provision of the California Fire Code is committed, continued, permitted or maintained by such person, firm or corporation.

15.20.570: APPLICATION OF STATE LAW:

Section 5601.10 of the California Fire Code is hereby added to read as follows:

Nothing in this section 15.20.520 shall limit any of the penalties provided in the California Health and Safety Code or the California Penal Code with regard to the offer for sale, exposing for sale, sale at retail, use or discharge of any fireworks.

15.20.580: LIABILITY FOR RESPONSE COSTS:

Section 5601.11 of the California Fire Code is hereby added to read as follows:

A. Any person who violates this section 15.20.560 shall be liable for response costs incurred in responding to the unpermitted use, discharge or storage of fireworks.

B. If a person who violated this section 15.20.560 is a minor charge, the responsible guardian of the minor charge and the minor charge shall be jointly and severally liable for the response costs incurred pursuant to this section 15.20.580.

C. To incur liability for response costs imposed by this section 15.20.580, a person who violates this section 15.20.560 need not be present at the event that causes the response giving rise to the imposition of response costs.

D. Response costs imposed by this section 15.20.580 are in addition to any other costs that may be recovered under this Code or State law.

15.20.590: FIREWORKS DEFINED:

Section 5602.2~~8~~ of the California Fire Code is hereby added to read as follows:

"Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effect which are useful as pyrotechnic devices or for entertainment. The term "Fireworks" includes, but is not limited to, devices designated by the manufacturer as Fireworks, firecrackers, torpedoes, skyrockets, roman candles, rockets, sparklers, chasers, fountains, smoke sparks, aerial bombs, and Fireworks kits. "Fireworks" includes both "dangerous Fireworks" and "safe and sane" Fireworks as defined in the California Health and Safety Code.

15.20.600~~5070 1~~: MINOR CHARGE:

Section 5602.3 of the California Fire Code is hereby added to read as follows:

"Minor charge" is a person under the age of eighteen (18) years for whom a responsible guardian has the legal care, custody or control.

15.20.610~~580.2~~: PROPERTY:

Section 5602.4 of the California Fire Code is hereby added to read as follows:

"Property" shall mean any private property; including but not limited to, a residence, yard, or field, whether or not occupied as a dwelling, and whether owned, leased, rented or used with or without compensation.

15.20.~~590.3~~620: RESPONSE COSTS:

Section 5602.5 of the California Fire Code is hereby added to read as follows:

"Response costs" means those reasonable and necessary costs directly incurred by City public safety or other personnel for a response to an unpermitted discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, or other services arising from the unpermitted discharge or illegal storage, maintaining or handling of fireworks, including but not limited to:

A. Salaries and benefits of public safety or other personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the unpermitted discharge or illegal storage of fireworks, and the administrative costs attributable to any response;

B. The cost of any medical treatment to or for any public safety personnel injured responding to, remaining at, or leaving the scene of the unpermitted discharge or illegal storage of fireworks;

C. The cost of repairing or replacing any public safety equipment or property damage, and the cost of use of any such equipment, in responding to, remaining at, or leaving the scene of any unpermitted discharge or illegal storage of fireworks; and

D. The disposal cost of confiscated fireworks.

15.20.~~600.4~~630: RESPONSIBLE GUARDIAN:

Section 5602.6, of the California Fire Code is hereby added to read as follows:

"Responsible guardian" means a parent, guardian or other person having the legal care, custody, or control of his or her minor charge.

~~15.20.610.5: PROHIBITION:~~

~~Except as otherwise provided in this Code, no person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give, transport, or improperly dispose of any fireworks or dangerous or safe and sane fireworks.~~

~~A. Except where otherwise expressly provided in this Code or under a permit issued by the California State Fire Marshal or the Fire Chief, it shall be unlawful for any person to possess, offer for sale, or store any fireworks.~~

~~B. Except where otherwise expressly provided in this Code, it shall be unlawful for any property owner or tenant to allow or permit the possession, sale, use or discharge of fireworks at or on their property when the property owner or tenant knows or should know of the possession, sale, use or discharge of fireworks at or on such property.~~

C. The Fire Chief and his or her authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief and his authorized representatives may charge any person whose fireworks are seized pursuant to this section.

D. Every person who causes, aids, abets or conceals a violation of the California Fire Code is guilty of violating the California Fire Code. Each such person, corporation or firm shall be deemed guilty of a misdemeanor of a separate offense for each day or portion thereof during which any violation of any provision of the California Fire Code is committed, continued, permitted or maintained by such person, firm or corporation.

15.20.620.6: APPLICATION OF STATE LAW:

Nothing in this section 15.20.520 shall limit any of the penalties provided in the California Health and Safety Code or the California Penal Code with regard to the offer for sale, exposing for sale, sale at retail, use or discharge of any fireworks.

15.20.630.7: LIABILITY FOR RESPONSE COSTS:

A. Any person who violates this section 15.20.520 shall be liable for response costs incurred in responding to the unpermitted use, discharge or storage of fireworks.

B. If a person who violated this section 15.20.520 is a minor charge, the responsible guardian of the minor charge and the minor charge shall be jointly and severally liable for the response costs incurred pursuant to this section 15.20.520.

C. To incur liability for response costs imposed by this section 15.20.520, a person who violates this section 15.20.520 need not be present at the event that causes the response giving rise to the imposition of response costs.

D. Response costs imposed by this section 15.20.520 are in addition to any other costs that may be recovered under this Code or State law.

15.20.640: WILDLAND-URBAN INTERFACE FIRE AREA:

Section 4902.1 202 of the California Wildland Urban-Interface Code the definition of the Local Responsibility Area (LRA) is hereby added to read as follows:

Local Responsibility Area (LRA) is defined as lands within the geographical boundaries found in the map within the city of Redlands general plan figure 8.1.

15.20.650: VEGETATION MANAGEMENT

15.20.670: FIRE PROTECTION PLAN:

~~Section 4903~~ 602.1.1 ~~of the California fire code~~ ~~California Wildland Urban Interface Code~~ ~~is hereby amended~~ ~~added~~ ~~to read as follows:~~

> ~~Section 4903~~602.1.1 ~~Fire Protection Plan~~
>
> ~~4903.1~~ 602.1.1 ~~General. A fire protection plan (FPP), approved by the fire code official, shall be required for all new development within the wildland-urban interface area.~~
>
> ~~The FPP shall include mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site.~~
>
> ~~The FPP shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.~~
>
> ~~The FPP shall be consistent with the requirements of California building code chapter 7A, and the international wildland-urban interface code, and the Redlands municipal code.~~

15.20.64~~8~~0: APPENDIX B:

Section B105.2 of appendix B of the California fire code is hereby amended by amending the exception to read as follows:

> Exception: A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in table B105.1(2).

15.20.65~~9~~0: APPENDIX BB:

Section BB105.1 of appendix BB of the California fire code is hereby amended by amending the exception to read as follows:

> Exception: A reduction in required fire-flow of up to 50 percent (50%), is allowed when the building is provided with an approved automatic sprinkler system. When a reduction in fire flow is used, fire flow shall not be less than 1500 gpm.

15.20.660~~700~~: APPENDIX C:

Appendix C is hereby adopted in its entirety without amendments or deletions.

15.20.670~~710~~: APPENDIX CC:

Appendix CC is hereby adopted in its entirety without amendments or deletions.

15.20.680~~720~~: APPENDIX D:

Appendix D is hereby adopted in its entirety with the following additions and amendments:

Section D101.2 of appendix D of the California fire code is hereby added to read as follows:

D101.2 Construction Documents. Construction documents for proposed fire apparatus access location of fire lanes, security gates across fire apparatus access and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

Section D101.3 of appendix D of the California fire code is hereby added to read as follows:

D101.3 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles.

Section D102.1 of appendix D of the California fire code is hereby amended to read as follows:

D102.1 Access and Loading. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building thereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior wall for the first story of the building as measured by an approved route around the exterior of the building or facility.

Section D103.3 of appendix D of the California fire code is hereby amended to read as follows:

D103.3 Turning Radius. 503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of nineteen (20) feet and outer radius of forty (40) feet.

Section D103.4 of appendix D of the California fire code is hereby amended to read as follows:

D103.4 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. City of Redlands Municipal Utilities and Engineering Department Standard Specifications and Detail Drawings for Design and Construction of Public Improvements, or California Fire Code Figure D103.1 shall be utilized for turn around area design.

Section D103.7 of appendix D of the California fire code is hereby added to read as follows:

D103.7 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing at least 75,000 pounds. The roadway shall be surfaced so as to provide all weather driving capabilities.

Section D103.8 of appendix D of the California fire code is hereby added to read as follows:

D103.8 Authority. The fire code official shall have the authority to require an increase in the minimum access width where they are inadequate for fire or rescue operations.

Section D103.9 of appendix D of the California fire code is hereby added to read as follows:

D103.9 Bygone Roadways. Where fire department access is unduly difficult utilizing bygone roadways, and where modifications would significantly impact the historical significance of the area, the fire chief may authorize alternative means and methods in order to maintain fire department access. Methods may include but are not limited to the posting of signs and notices of parking requirements in order to maintain access.

15.20.690~~730~~: APPENDIX P~~O~~

Section ~~O~~P101.2 of the California fire code is hereby amended to read as follows:

~~O~~P101.2 Permits. An operational permit shall be required for haunted houses, ghost walks or similar uses in accordance with Appendix ~~O~~P101.2. Permit applications and documents shall be submitted within three (3) weeks of occupancy date. Additional permits shall be obtained from local building department as required for any structural, electrical, or other modifications.

Section P~~O~~103.2 of the California fire code is hereby amended to read as follows:

~~O~~P103.2 Tents or membrane structures. Tents and membrane structures may be used when in compliance with all applicable requirements of this regulation, chapter 31 of this code, and when the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet.

Section ~~O~~P103.7 of the California fire code is hereby amended to read as follows

~~O~~P103.7 Exception 2: Existing unsprinklered assembly spaces, such as gymnasiums, when used for assembly purposes such as grad night.

Section ~~O~~P103.7.1.~~1~~ of the California fire code is hereby amended to read as follows:

~~O~~P103.7.1.1 Obstructions. Fire sprinkler systems and piping, when provided, shall not be obstructed, altered, or used to support any decorations.

Section ~~O~~P103.7.2.~~1~~ of the California fire code is hereby amended to read as follows:

~~O~~P103.7.2.1 Obstructions. Automatic smoke detection systems or devices, when present, shall not be obstructed, altered, or turned off.

Section ~~O~~P103.7.4 of the California fire code is hereby added to read as follows:

~~O~~P103.7.4 Add Exception. When the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet, manually activated devices suitable for sounding an alarm or another approved method of alerting staff shall be provided as approved by the fire code official.

Section ~~O~~P103.9.1 of the California fire code is hereby amended to read as follows:

~~O~~P103.9.1 Flame retardant. All decorative materials shall be both inherently flame retardant, labeled as such, or be treated with a listed flame-retardant material registered with the California State Fire Marshal. If the material is treated by the user, a container and receipt will serve as proof.

Section ~~O~~P103.12 of the California fire code is hereby amended to read as follows:

~~O~~P103.12 Inspections. A fire and life safety inspection shall be conducted by the fire department prior to the start of the event. Final building department inspection and sign-off shall be made in conjunction with the fire department.

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

Section 15.20.700 of Chapter 15.20 is hereby added to read as follows:

The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

~~15.20.740: VIOLATION; PENALTY:~~

~~A. It is unlawful to violate or fail to comply with any of the provisions of the California fire code, or to fail to comply with any order made pursuant thereto. It is also unlawful to build in violation of any detailed statement of plans or specifications submitted and approved under the California fire code, or any certificate or permit issued thereunder, and from which no appeal has been taken.~~

B. Except as otherwise specified in this chapter, all violations of the California fire code or its appendices, or the amendments thereto contained in this chapter, are misdemeanors and are punishable as provided in title 1, chapter 1.20 of this code.

C. Every person who causes, aids, abets or conceals a violation of the California fire code is guilty of violating the California fire code. Each such person, corporation or firm shall be deemed guilty of a separate offense for each day or portion thereof during which any violation of any provisions of the California fire code is committed, continued, permitted or maintained by such person, firm or corporation."

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.20 of the Redlands Municipal Code and to the former edition of the California Fire Code shall be construed to apply to the corresponding provisions of Chapter 15.20 of the Redlands Municipal Code and the 2025~~22~~ edition of the California Fire Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2~~6~~, 2025~~22~~. The notice shall state the time and place of the hearing, and shall also state that copies of the California Fire Code, 2025~~22~~ edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the day of the 16th of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **K. 6.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code and adopting the 2025 Edition of the California Wildland-Urban Interface Code which incorporates by reference the 2024 International Wildland-Urban Interface Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2696, that was enacted in 2008 as part of a previous code adoption process (Fire Chief Sessler)

MOTION(S):

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

I move to introduce Ordinance No. 2998 and the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066, that a public hearing to consider recommendation to the City Council is to be held on December 16, 2025 at 6:00pm, or as soon thereafter as the matter may be heard.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2998 adopting the 2025 California Wildland-Urban Interface Code with local amendments to provide the Redlands Community with the most current wildfire protection regulations to support public safety, guide land use planning, and align with state fire prevention standards.

DISCUSSION:

On January 1, 2026, the State of California Building Standards Commission (CBSC) will adopt the 2024 Edition of the International Wildland-Urban Interface Code whereby creating the 2025 Edition of the California Wildland-Urban Interface Code. Adoption of the 2025 California Wildland-Urban Interface Code and the 2024 International Wildland-Urban Interface Code will continue to provide regulations and requirements that pertain specifically to the climatic, topographical and geological conditions for the City of Redlands. These requirements are needed in order to continue to provide and maintain fire and life safety requirements consistent with ordinances previously in place within the City. Redlands Municipal Code Chapter 15.30 was enacted in 2008 to establish sufficient wildfire safety and mitigation regulations locally. 2026 is the first year the California Building Standards Commission has established a statewide Wildland-Urban Interface Code and transferred the majority of the existing wildfire safety regulations to this Code from previous locations in the California Fire Code, California Building Code, and California Residential Code. Combining the existing wildfire safety regulations into a single Code is primarily intended to promote better accessibility and efficiency for code compliance reference, benefiting all stakeholders including the general public, as well as private sector design professionals and contractors. This ordinance will ensure the existing Redlands Municipal Code Chapter 15.30 reflecting local wildfire safety regulations is aligned for consistency with the newly created 2025 Edition of the California Wildland-Urban Interface Code.

ALTERNATIVES:

Not approve the introduction of Ordinance No. 2998.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:

Rich Sessler, Fire Chief

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:
Vince Anderson, Fire Marshal

Fiscal Impact

Fiscal Year: 2025-2026
Revenue Generating: N
Appropriation Required Y/N: N
Discussion:
There is no fiscal impact with the introduction of the proposed ordinance.

Attachments

2025 Ord. Amending Chap 15.30 Wildland Urban Interface Cod2025_Staff Report_Redlines

2025 Ord. Amending Chap 15.30 Wildland Urban Interface Code 2025_Staff Report_Clean

ORDINANCE NO. 2998

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.30 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 7) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Wildland-Urban Interface Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Wildland-Urban Interface Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

2022: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September, and October.

2023: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August, and October.

2024: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August, and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive

damage often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Wildland-Urban Interface Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, (4) fire safety practices.

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Wildland-Urban Interface Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 15.30 of the Redlands Municipal Code, titled, "Wildland-Urban Interface Code," is hereby deleted in its entirety and rewritten to read as follows:

"Chapter 15.30WILDLAND-URBAN INTERFACE CODE"

CHAPTER 15.30
~~INTERNATIONAL~~ WILDLAND-URBAN INTERFACE CODE

SECTION:

15.30.010: Findings And Adoption

15.30.020: Definitions

15.30.030: Title

15.30.040: Code Compliance Agency And Authority Having Jurisdiction~~Alternative Materials Or Methods~~

15.30.050: Operating Guidelines

~~15.30.050: Work Exempt From Permit~~

15.30.060: Permit Fees

15.30.070: Fees Not Refundable

~~15.30.080: Site Plan~~

15.30.08~~9~~0: Inspection Fees

15.30.090~~110~~: Violation Penalties

15.30.1~~0~~20: Board of Appeals

~~15.30.130: Light Fuel Definition~~

~~15.30.140: Medium Fuel Definition~~

15.30.1~~1~~50: Fuel Modification Zone Definition

~~15.30.190: Scope~~

~~15.30.200: Protection Of Eaves~~

~~15.30.210: Section 504.7 Appendages And Projections~~

~~15.30.220: Section 505.7 Appendages And Projections~~

~~15.30.230: Penalties~~

15.30.120~~240~~: Designated Local Responsibility Fire Hazard Severity Zone

15.30.130: Preliminary Fire Protection Plan

15.30.140~~260~~: Vegetation Maintenance

15.20.150~~250~~: Defensible Space

15.20.160: Restricted Entry To Public Lands

15.30.170~~260~~: Outdoor Fires - Where Prohibited

15.30.180: Firearm Shooting Prohibited In Wildland-Urban Interface Areas

15.30.010: FINDINGS AND ADOPTION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE ~~FIRE CODE~~:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the international wildland-urban interface code, 2024 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international ~~international~~ wildland-urban interface code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California wildland-urban interface code, also known as the California code of regulations, title 24, part 7, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025 edition of the California wildland-urban interface code incorporates by reference the 2024 edition of the international wildland-urban interface code, with necessary California amendments.

5. That a copy of the 2025 California wildland-urban interface code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

B. Adoption Of The California ~~Fire Code~~ Wildland-Urban Interface Code: The city council of the city of Redlands hereby adopts by reference, the 2025~~2~~ California ~~fire code~~ wildland-urban interface code, and appendices A~~B~~, B~~B~~, ~~C, CC,~~ and I~~D~~, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California ~~fire code~~ wildland-urban interface code, California ~~fire code~~ wildland-urban interface code appendix chapters, and the California ~~fire code~~ wildland-urban interface code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2025 edition of the California ~~fire code~~wildland-urban interface code, as compiled and published by the California building standards commission.

~~15.30.010: FINDINGS AND ADOPTION:~~

~~A. Findings: The city council of the city of Redlands hereby finds and determines:~~

~~1. That the International Code Council (ICC) is a private organization which has been in existence for a period of at least three (3) years.~~

~~2. That the international wildland-urban interface code (IWUIC), 2006 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.~~

~~3. That said international wildland-urban interface code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.~~

~~4. That one copy of the 2006 international wildland-urban interface code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the fire department of the city.~~

~~5. The sections of said international wildland-urban interface code may be referred to by the number used in said published compilation, preceded by the words "international wildland-urban interface code section" or "wildland-urban interface code section" or "WUI code section," and may also be referred to by additional reference to this municipal code and sections therein pertaining to said international wildland-urban interface code.~~

~~B. Adoption: The city council of the city hereby adopts and amends the 2006 edition of the international wildland-urban interface code, and international wildland-urban interface code appendices A, B and D, as compiled and published by the International Code Council. (Ord. 2696 § 1, 2008)~~

15.30.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in said wildland-urban interface code, it shall mean the city of Redlands.

B. Wherever the term "code official" is used in said wildland-urban interface code, it shall mean the ~~fire marshal~~fire code official or building official for the city.

~~C. Wherever the term "corporation counsel" is used in said wildland-urban interface code, it shall mean the city attorney for the city.~~

C~~D~~. Wherever the term "fire department" is used in said wildland-urban interface code, it shall mean the fire department of the city.

D~~E~~. An employee of the ~~fire department of the~~ city, when enforcing the ~~international~~ California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code. ~~(Ord. 2696 § 1, 2008)~~

15.30.030: TITLE:

Section 101.1 of the ~~international~~ California wildland-urban interface code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the wildland-urban interface code of the city of Redlands, hereinafter referred to as "this code."

~~(Ord. 2696 § 1, 2008)~~

15.30.040: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1 ~~of chapter 1, division II~~ of the California wildland-urban interface code is hereby amended to read as follows:

> 103.2 Code Compliance Agency and Authority Having Jurisdiction. The fire department and development services departments of the city of Redlands are

hereby identified as the dual authorities having jurisdiction. The officials in charge thereof shall be known as the fire code official and building official. The function of the Authorities Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code.

15.30.050: OPERATING GUIDELINES:

Section 104.12 of the California wildland-urban interface code is hereby added to read as follows:

104.1~~1~~2 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Wildland-Urban Interface Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

~~15.30.040: ALTERNATIVE MATERIALS OR METHODS:~~

~~Section 103.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~103.3 Alternative Materials Or Methods. The code official, in concurrence with approval from the building official and fire chief, is authorized to approve alternative materials or methods, provided that the code official finds that the proposed design, use or operation satisfactorily complies with the intent of this code and that the alternative is, for the purpose intended, at least equivalent to the level of quality, strength, effectiveness, fire resistance, durability and safety prescribed by this code. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the California building code.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.050: WORK EXEMPT FROM PERMIT:~~

~~Section 105.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~105.3 Work Exempt From Permit. Unless otherwise provided in the requirements of the California building code, a permit shall not be required for the following: (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

15.30.0~~66~~0: PERMIT FEES:

Section 1085.211 of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

> 1085.211 Schedule and Payment of Permit Fees. Permit fees as established by resolution of the city council shall be collected by the management services / finance department. Proof of receipt shall accompany all applications for permit applications prior to inspection and approval by the code official.

~~(Ord. 2696 § 1, 2008)~~

15.30.070: FEES NOT REFUNDABLE:

Section 1085.612 of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

> 1085.612 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of inspection procedures.

~~(Ord. 2696 § 1, 2008)~~

~~15.30.080: SITE PLAN:~~

~~Section 106.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~106.3 Site Plan. In addition to the requirements for plans in the California building code, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition- resistant construction of buildings, structures and their appendages, roof classification of buildings, and site water supply systems.~~

~~(Ord. 2696 § 1, 2008)~~

15.30.0890: INSPECTION FEES:

Section ~~107.1.2.1~~108.7 of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

> 108.7 ~~107.1.2.1~~ Inspection Fees. The code official is authorized to collect appropriate fees for inspections as established by resolution of the city council of the city.

~~(Ord. 2696 § 1, 2008)~~

~~15.30.140: BOARD OF APPEALS:~~

~~Section 114.5 of the California wildland-urban interface code is hereby added to read as follows:~~

~~114.5 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.~~

~~15.30.100: TERMS DEFINED IN OTHER CODES:~~

~~Section 201.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~201.3 Terms Defined In Other Codes. Where terms are not defined in this code and are defined in other California or international codes, such terms shall have the meanings ascribed to them as in those codes.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.110: BUILDING OFFICIAL DEFINITION:~~

~~Section 202, definition of "building official", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the California building code, or the building official's duly authorized representative.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.120: HEAVY FUEL DEFINITION:~~

~~Section 202, definition of "fuel, heavy", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~FUEL, HEAVY. Vegetation consisting of round wood 3 to 8 inches (76 to 203 mm) in diameter. Heavy fuels represent dense conifer stands where there is a heavy accumulation of litter and downed woody material. See applicable national fire danger rating system (NFDR), fuel models G & U as described in appendix D.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.130: LIGHT FUEL DEFINITION:~~

~~Section 202, definition of "fuel, light", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~FUEL, LIGHT. Vegetation consisting of herbaceous plants and round wood less than 1/4 inch (6.4 mm) in diameter. Light fuels represent western grasslands vegetated by annual or perennial grasses and forbs. Grasses and forbs are the primary ground fuel, but there can be enough needle litter and branch wood present from an open pine stand to contribute to the fuel loading. See applicable national fire danger rating system (NFDR), fuel models A, C & L as described in appendix D.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.140: MEDIUM FUEL DEFINITION:~~

~~Section 202, definition of "fuel, medium", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~FUEL, MEDIUM. Vegetation consisting of round wood 1/4 to 3 inches (6.4 mm to 76 mm) in diameter. Medium fuels represent mature, dense fields of California mixed chaparral. See applicable national fire danger rating system (NFDR), fuel models B & F as described in appendix D.~~

~~(Ord. 2696 § 1, 2008)~~

15.30.090: VIOLATION PENALTIES:

Section 109.3.7 of the California wildland-urban interface code is hereby amended to read as follows:

> Section 109.3.7 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.30.100: BOARD OF APPEALS:

Section 114.5 of the California wildland-urban interface code is hereby added to read as follows:

> 114.5 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so.

Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

15.30.115~~5~~0: FUEL MODIFICATION ZONE DEFINITION:

Section 202, definition of "fuel modification zone", of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

~~—~~FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned, modified, or both, and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat, thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

~~(Ord. 2696 § 1, 2008)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.170: EXCEPTION:~~

~~Section 404.5, subsection 2, "Exception", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~Exception: A reduction in required flow rate of up to 50 percent, as approved by the code official, is allowed when the building is provided with an approved automatic sprinkler system. The resulting water supply shall not be less that 1,500 gallons per minute (94.6 l/s).~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.180: STANDBY POWER:~~

~~Section 404.10.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~404.10.3 Standby Power. Stationary water supply facilities within the wildland-urban interface area dependent on electrical power to meet adequate water supply demands shall provide standby power systems in accordance with the California electrical code to ensure that an uninterrupted water supply is maintained. The standby power source shall be capable of providing power for a minimum of two hours. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.190: SCOPE:~~

~~Section 501.1 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~501.1 Scope. Buildings and structures shall be constructed in accordance with the California building code and this code. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.200: PROTECTION OF EAVES:~~

~~Section 504.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~504.3 Protection Of Eaves. Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum of 1-hour fire-resistance-rated construction, 2-inch (51 mm) nominal dimension lumber, or 1-inch (25.4 mm) nominal fire-retardant-treated lumber or 3/4-inch (19 mm) nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of section 2303.2 of the California building code. Facias are required and shall be protected on the backside by materials approved for a minimum of 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.210: SECTION 504.7 APPENDAGES AND PROJECTIONS:~~

~~Section 504.7 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~504.7 Appendages And Projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials or fire-retardant-treated wood identified for exterior use and meeting the requirements of section 2303.2 of the California building code. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.220: SECTION 505.7 APPENDAGES AND PROJECTIONS:~~

~~Section 505.7 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~505.7 Appendages And Projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible~~

~~materials or fire-retardant-treated wood identified for exterior use and meeting the requirements of section 2303.2 of the California building code. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.230: PENALTIES:~~

~~If any person shall violate any of the provisions of this chapter, or fail to comply with any of the mandatory requirements of this chapter, such person shall be guilty of an infraction. Any person convicted of an infraction shall be punishable by: a) a fine of not more than one hundred dollars ($100.00) for a first violation; b) a fine not exceeding two hundred dollars ($200.00) for a second violation of this chapter within one year; and c) a fine not exceeding five hundred dollars ($500.00) for each additional violation of this chapter within one year. Each such person shall be deemed guilty of a separate offense for every day during such portion of which any violation of this chapter is committed, continued or permitted by such person, and shall be punishable therefor as provided by this chapter. (Ord. 2696 § 1, 2008)~~

15.30.120: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

Section 302.3 of the California wildland urban-interface code is hereby added to read as follows:

> The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

15.30.130: PRELIMINARY FIRE PROTECTION PLAN

Section 602.3.1 of the California wildland urban-interface code is hereby amended to read as follows:

> 4. The preliminary fire protection plan shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.
>
> 5. The preliminary fire protection plan shall be consistent with the requirements of California wildland-urban interface code and the Redlands municipal code.

15.30.~~240~~140: VEGETATION MAINTENANCE

~~Section 603.5 of the~~ Section 603.5 of the California wildland urban-interface code is hereby added to read as follows:

> ~~4906.1.1~~603.5.1 ~~–~~Vegetation Maintenance. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining hazardous fire areas, and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:

Maintain an effective fuel modification zone by removing, clearing, or modifying away combustible vegetation and other flammable materials from areas within 100 feet from such buildings or structures. (See exception 3 for fire-resistive construction and other features for approval and/or a reduction of the fuel modification zone.) The fuel modification zone may be replanted with either approved irrigated, fire-resistant planting material or approved non-irrigated, drought-tolerant, fire-resistant plant material. Use of plants, trees, and/or shrubs on the Redlands fire department wildland urban interface high fire severity area undesirable list, must be specifically approved by the fire code official. Use of any of the plantings on the list is subject to periodic, ongoing inspections by the fire department to ensure proper maintenance. Inspections may incur fees payable by the property owner. Failure to maintain the plants and trees on this list in accordance with plan approval could result in the plants, trees, and/or shrubs being ordered to be removed at the expense of the property owner. Replanting of the fuel modification zone may be required for erosion control.

Exceptions:

1. Single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.

2. Grass and other vegetation located more than 30 feet from buildings or structures and less than 18 inches (457 mm) in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.

3. With the approval of the fire code official, the width of the fuel modification zone may be reduced where fire-resistive structures or other features are constructed. However, in no case shall the fuel modification zone be reduced to less than 30 feet. ~~See California building code chapter 7A and international wildland-urban interface code for the minimum requirements of a fire-resistive structure.~~

Remove portions of trees, which extend within 10 feet of the outlet of a chimney,

Maintain trees adjacent to or overhanging a building free of deadwood, and

Maintain the roof of a structure free of leaves, needles or other dead vegetative growth.

If the owner fails to correct such conditions, the fire code official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.

15.20.150~~660~~: DEFENSIBLE SPACE

Section 604.6 of the California wildland urban-interface code is hereby added to read as follows:

604.6 Defensible Space Zones. All existing habitable buildings and structures withing the High and Very High Fire Hazard Severity Zone (VHFHSZ) shall maintain defensible space in accordance with sections ~~4907.4.1~~604.6.1, ~~4907.4.2~~604.6.2, and ~~4907.4.3~~604.6.3. The fire code official may require additional fuel modification measures to be taken by the property owner when extreme hazardous vegetation conditions are present.

604.6.1 Zone Zero (0-5 feet) – Ember Resistant. Zone zero zones shall be maintained in accordance with sections ~~4907.4.1.1~~604.6.1.1 through ~~4907.4.1.8~~604.6.1.9.

604.6.1.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of four (4) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.
5. Vines are to be limited on the structure.
6. Vegetation under windows shall be kept to below eighteen (18) inches.
7. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.1.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.
3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.1.3 Balconies, Overhangs, and Porches. The underside of balconies, overhangs, and porches shall be kept clear of combustible vegetation.

604.6.1.4 Organic Wood Chips and Mulch. Organic mulch and wood chip application is prohibited. Non-combustible materials such as concrete, gravel, decomposed granite, or other approved materials shall be used within this zone.

604.6.1.5 Firewood. Firewood shall not be stored within this zone.

604.6.1.6 Chimneys. All chimneys shall have a spark arrestor and all branches shall be a minimum of ten (10) feet from chimneys, stovepipe outlet, and heater outlets.

604.6.1.7 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.1.8 Roofs and Gutters. Maintain the roof and gutters to be free of leaves, needles, or other vegetation.

604.6.1.9 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.2 Zone One (5-30 feet) – Lean, Clean, and Green Zone. Zone one zones shall be maintained in accordance with sections ~~4907.4.2.1~~604.6.2.1 through ~~4907.4.2.5.~~ 604.6.2.5

604.6.2.1 Vegetation. Vegetation shall be in accordance with the following:

~~4.~~1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.

~~5.~~2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.

~~6.~~3. Maintain grasses to a maximum height of four (4) inches.

~~7.~~4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.

~~8.~~5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.2.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

~~2.~~1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.

~~3.~~2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

~~4.~~3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.2.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.2.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.2.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.3 Zone Two (30-100 feet) – Fuel Reduction Zone. Zone one zones shall be maintained in accordance with sections ~~4907.4.3.1~~604.6.3.1 through ~~4907.4.3.5~~604.6.3.5.

604.6.3.1 Vegetation. Vegetation shall be in accordance with the following:

~~2.~~1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than sixty (60) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.

~~3.~~2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.

~~4.~~3. Maintain grasses to a maximum height of eighteen (18) inches.

~~5.~~4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within four (4) feet of the ground or one-third of its height, whichever is less.

~~6.~~5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.3.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

~~2.~~1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.

~~3.~~2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

~~4.~~3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

~~5.~~4. All exposed wood piles shall have a minimum of ten (10) feet of clearance down to bare mineral soil in all direction.

604.6.3.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.3.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.3.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

15.30.160~~250~~: RESTRICTED ENTRY TO PUBLIC LANDS

Section A103.1 of the California wildland-urban interface code is hereby amended to read as follows:

A103.1: Restricted Entry To Public Lands. ~~The fire chief or their designated representative~~ An employee of the jurisdiction, when enforcing the California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation is authorized to determine and publicly announce when wildland-urban interface areas shall be closed to entry and when such areas shall again be open to entry. Entry and occupation of the wildland-urban interface areas during the closure timeframe shall be prohibited. Criteria resulting in the closure of entry may occur during hazardous atmospheric or weather conditions in Redlands including, but not limited to: Extended drought or below average precipitation, high winds and sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, or No-Burn Alerts issued by South Coast Air Quality Management District.

15.30.170~~260~~: OUTDOOR FIRES - WHERE PROHIBITED

Section A104.7.4 of the California wildland-urban interface code is hereby ~~amended~~ added to read as follows:

A104.7.4: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted ~~within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations~~ where conditions could cause the spread of fire ~~to the WRA or WUI,~~ unless all of the following safety requirements and conditions are met:

1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.

2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted~~operated~~ during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and ~~-~~sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued ~~for the Redlands area~~ by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

15.30.180~~270~~: FIREARM SHOOTING PROHIBITED IN WILDLAND-URBAN INTERFACE AREAS

Section A104.11~~7~~ of the California wildland-urban interface code is hereby added as follows:

RMC 15.30.180~~270~~: Firearm Shooting Prohibited In Wildland-Urban Interface Areas. See Redlands Municipal Code, Title 9, and Chapter 9.20: Weapons, making it unlawful to fire any gun within the corporate limits of the city.

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.30 of the Redlands Municipal Code and to the former edition of the California Wildland-Urban Interface Code shall be construed to apply to the corresponding provisions of Chapter 15.30 of the Redlands Municipal Code and the 2025 edition of the California Wildland-Urban Interface Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2, 2025. The notice shall state the time and place of the hearing, and shall also state that copies of the California Wildland-Urban Code, 2025 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2998

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.30 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 7) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Wildland-Urban Interface Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Wildland-Urban Interface Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2022: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September, and October.

   2023: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August, and October.

   2024: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August, and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive

damage often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Wildland-Urban Interface Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, (4) fire safety practices; and

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Wildland-Urban Interface Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 15.30 of the Redlands Municipal Code, titled, "Wildland-Urban Interface Code," is hereby deleted in its entirety and rewritten to read as follows:

"Chapter 15.30 WILDLAND-URBAN INTERFACE CODE"

CHAPTER 15.30 WILDLAND-URBAN INTERFACE CODE

SECTION:

15.30.010: Findings And Adoption

15.30.020: Definitions

15.30.030: Title

15.30.040: Code Compliance Agency And Authority Having Jurisdiction

15.30.050: Operating Guidelines

15.30.060: Permit Fees

15.30.070: Fees Not Refundable

15.30.080: Inspection Fees

15.30.090: Violation Penalties

15.30.100: Board of Appeals

15.30.110: Fuel Modification Zone Definition

15.30.120: Designated Local Responsibility Fire Hazard Severity Zone

15.30.130: Preliminary Fire Protection Plan

15.30.140: Vegetation Maintenance

15.20.150: Defensible Space

15.20.160: Restricted Entry To Public Lands

15.30.170: Outdoor Fires - Where Prohibited

15.30.180: Firearm Shooting Prohibited In Wildland-Urban Interface Areas

15.30.010: FINDINGS AND ADOPTION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE :

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the international wildland-urban interface code, 2024 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international wildland-urban interface code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California wildland-urban interface code, also known as the California code of regulations, title 24, part 7, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025 edition of the California wildland-urban interface code incorporates by reference the 2024 edition of the international wildland-urban interface code, with necessary California amendments.

5. That a copy of the 2025 California wildland-urban interface code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

B. Adoption Of The California Wildland-Urban Interface Code: The city council of the city of Redlands hereby adopts by reference, the 2025 California wildland-urban interface code, and appendices A, B, and I, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California wildland-urban interface code, California wildland-urban interface code appendix chapters, and the California wildland-urban interface code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands

hereby adopts and amends the 2025 edition of the California wildland-urban interface code, as compiled and published by the California building standards commission.

15.30.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in said wildland-urban interface code, it shall mean the city of Redlands.

B. Wherever the term "code official" is used in said wildland-urban interface code, it shall mean the fire code official or building official for the city.

C. Wherever the term "fire department" is used in said wildland-urban interface code, it shall mean the fire department of the city.

D. An employee of the city, when enforcing the California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code.

15.30.030: TITLE:

Section 101.1 of the California wildland-urban interface code is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the wildland-urban interface code of the city of Redlands, hereinafter referred to as "this code."

15.30.040: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1 of the California wildland-urban interface code is hereby amended to read as follows:

103.2 Code Compliance Agency and Authority Having Jurisdiction. The fire department and development services departments of the city of Redlands are hereby identified as the dual authorities having jurisdiction. The officials in charge thereof shall be known as the fire code official and building official. The function of the Authorities Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code.

15.30.050: OPERATING GUIDELINES:

Section 104.12 of the California wildland-urban interface code is hereby added to read as follows:

104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Wildland-Urban Interface Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

15.30.060: PERMIT FEES:

Section 108.2 of the California wildland-urban interface code is hereby added to read as follows:

> 108.2 Schedule and Payment of Permit Fees. Permit fees as established by resolution of the city council shall be collected by the management services / finance department. Proof of receipt shall accompany all applications for permit applications prior to inspection and approval by the code official.

15.30.070: FEES NOT REFUNDABLE:

Section 108.6 of the California wildland-urban interface code is hereby added to read as follows:

> 108.6 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of inspection procedures.

15.30.080: INSPECTION FEES:

Section 108.7 of the California wildland-urban interface code is hereby added to read as follows:

> 108.7 Inspection Fees. The code official is authorized to collect appropriate fees for inspections as established by resolution of the city council of the city.

15.30.090: VIOLATION PENALTIES:

Section 109.3.7 of the California wildland-urban interface code is hereby amended to read as follows:

> Section 109.3.7 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.30.100: BOARD OF APPEALS:

Section 114.5 of the California wildland-urban interface code is hereby added to read as follows:

> 114.5 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

15.30.110: FUEL MODIFICATION ZONE DEFINITION:

Section 202, definition of "fuel modification zone", of the California wildland-urban interface code is hereby added to read as follows:

> FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned, modified, or both, and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat, thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

15.30.120: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

Section 302.3 of the California wildland urban-interface code is hereby added to read as follows:

> The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

15.30.130: PRELIMINARY FIRE PROTECTION PLAN

Section 602.3.1 of the California wildland urban-interface code is hereby amended to read as follows:

> 4. The preliminary fire protection plan shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.
>
> 5. The preliminary fire protection plan shall be consistent with the requirements of California wildland-urban interface code and the Redlands municipal code.

15.30.140: VEGETATION MAINTENANCE

Section 603.5 of the California wildland urban-interface code is hereby added to read as follows:

> 603.5.1Vegetation Maintenance. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining hazardous fire areas, and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:
>
> Maintain an effective fuel modification zone by removing, clearing, or modifying away combustible vegetation and other flammable materials from areas within 100 feet from such buildings or structures. (See exception 3 for fire-resistive construction and other features for approval and/or a reduction of the fuel modification zone.) The fuel modification zone may be replanted with either approved irrigated, fire-resistant planting material or approved non-irrigated, drought-tolerant, fire-resistant plant material. Use of plants, trees, and/or shrubs on the Redlands fire department wildland urban interface high fire severity area undesirable list, must be specifically approved by the fire code official. Use of any of the plantings on the list is subject to periodic, ongoing inspections by the fire department to ensure proper maintenance. Inspections may incur fees payable by the property owner. Failure to maintain the plants and trees on this list in accordance with plan approval could result in the plants,

trees, and/or shrubs being ordered to be removed at the expense of the property owner. Replanting of the fuel modification zone may be required for erosion control.

Exceptions:

1. Single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.
2. Grass and other vegetation located more than 30 feet from buildings or structures and less than 18 inches (457 mm) in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.
3. With the approval of the fire code official, the width of the fuel modification zone may be reduced where fire-resistive structures or other features are constructed. However, in no case shall the fuel modification zone be reduced to less than 30 feet.

Remove portions of trees, which extend within 10 feet of the outlet of a chimney,

Maintain trees adjacent to or overhanging a building free of deadwood, and

Maintain the roof of a structure free of leaves, needles or other dead vegetative growth.

If the owner fails to correct such conditions, the fire code official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.

15.20.150: DEFENSIBLE SPACE

Section 604.6 of the California wildland urban-interface code is hereby added to read as follows:

604.6 Defensible Space Zones. All existing habitable buildings and structures withing the High and Very High Fire Hazard Severity Zone (VHFHSZ) shall maintain defensible space in accordance with sections 604.6.1, 604.6.2, and 604.6.3. The fire code official may require additional fuel modification measures to be taken by the property owner when extreme hazardous vegetation conditions are present.

604.6.1 Zone Zero (0-5 feet) – Ember Resistant. Zone zero zones shall be maintained in accordance with sections 604.6.1.1 through 604.6.1.9.

604.6.1.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.

2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.

3. Maintain grasses to a maximum height of four (4) inches.

4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.

5. Vines are to be limited on the structure.

6. Vegetation under windows shall be kept to below eighteen (18) inches.

7. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.1.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.

2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.1.3 Balconies, Overhangs, and Porches. The underside of balconies, overhangs, and porches shall be kept clear of combustible vegetation.

604.6.1.4 Organic Wood Chips and Mulch. Organic mulch and wood chip application is prohibited. Non-combustible materials such as concrete, gravel, decomposed granite, or other approved materials shall be used within this zone.

604.6.1.5 Firewood. Firewood shall not be stored within this zone.

604.6.1.6 Chimneys. All chimneys shall have a spark arrestor and all branches shall be a minimum of ten (10) feet from chimneys, stovepipe outlet, and heater outlets.

604.6.1.7 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.1.8 Roofs and Gutters. Maintain the roof and gutters to be free of leaves, needles, or other vegetation.

604.6.1.9 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.2 Zone One (5-30 feet) – Lean, Clean, and Green Zone. Zone one zones shall be maintained in accordance with sections 604.6.2.1 through 604.6.2.5

604.6.2.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of four (4) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.
5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.2.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.2.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.2.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.2.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.3 Zone Two (30-100 feet) – Fuel Reduction Zone. Zone one zones shall be maintained in accordance with sections 604.6.3.1 through 604.6.3.5.

604.6.3.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than sixty (60) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.

2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.

3. Maintain grasses to a maximum height of eighteen (18) inches.

4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within four (4) feet of the ground or one-third of its height, whichever is less.

5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.3.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.

2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

4. All exposed wood piles shall have a minimum of ten (10) feet of clearance down to bare mineral soil in all direction.

604.6.3.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.3.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.3.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

15.30.160: RESTRICTED ENTRY TO PUBLIC LANDS

Section A103.1 of the California wildland-urban interface code is hereby amended to read as follows:

A103.1: Restricted Entry To Public Lands. An employee of the jurisdiction, when enforcing the California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation is authorized to determine and publicly announce when wildland-urban

interface areas shall be closed to entry and when such areas shall again be open to entry. Entry and occupation of the wildland-urban interface areas during the closure timeframe shall be prohibited. Criteria resulting in the closure of entry may occur during hazardous atmospheric or weather conditions in Redlands including, but not limited to: Extended drought or below average precipitation, high winds and sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, or No-Burn Alerts issued by South Coast Air Quality Management District.

15.30.170: OUTDOOR FIRES - WHERE PROHIBITED

Section A104.7.4 of the California wildland-urban interface code is hereby added to read as follows:

A104.7.4: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted where conditions could cause the spread of fire unless all of the following safety requirements and conditions are met:

1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.

2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

15.30.180: FIREARM SHOOTING PROHIBITED IN WILDLAND-URBAN INTERFACE AREAS

Section A104.11 of the California wildland-urban interface code is hereby added as follows:

RMC 15.30.180: Firearm Shooting Prohibited In Wildland-Urban Interface Areas. See Redlands Municipal Code, Title 9, and Chapter 9.20: Weapons, making it unlawful to fire any gun within the corporate limits of the city.

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.30 of the Redlands Municipal Code and to the former edition of the California Wildland-Urban Interface Code shall be construed to apply to the corresponding provisions of Chapter 15.30 of the Redlands Municipal Code and the 2025 edition of the California Wildland-Urban Interface Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2, 2025. The notice shall state the time and place of the hearing, and shall also state that copies of the California Wildland-Urban Code, 2025 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **K. 7.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8743 appointing Ray Casey as the Interim Municipal Utilities and Engineering Director — Government Code Section 21221(h) (Assistant City Manager McConnell)

MOTION:

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

I move to approve resolution No. 8743.

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 8743 appointing Ray Casey as the Interim Municipal Utilities and Engineering Director through April 15, 2026, or upon the hiring of the permanent replacement, whichever occurs sooner.

DISCUSSION:

The Municipal Utilities and Engineering Director position will be vacant as of December 9, 2025. In order to maintain day-to-day operations of the Municipal Utilities and Engineering department and provide essential services to the public, City Manager Duggan is recommending the hiring of Ray Casey, a CalPERS Retired Annuitant. Mr. Casey possesses the specialized skills and experience needed to perform in this interim capacity.

Government Code Section 21221(h) permits retired annuitants under the California Public Employees' Retirement System (CalPERS) to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position. A retired person can only be appointed once to a vacant

position and the appointment cannot exceed a combined total of 960 hours for all employers each fiscal year. Further, the compensation for the interim appointment can not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position divided by 173.333 to equal an hourly rate. No other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate can be provided to the retired annuitant.

CalPERS requires the governing body make the interim appointment to a vacant position under Government Code 21221(h); therefore, staff has prepared Resolution No. 8743 for the City Council's consideration.

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager

Attachments

Resolution No. 8743

Offer of Employment / Appointment Document

RESOLUTION NO. 8743

DECEMBER 2, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPOINTING RAY CASEY AS AN INTERIM MUNICIPAL UTILITIES AND ENGINEERING DIRECTOR GOVERNMENT CODE SECTION 21221(h)

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the City Council of the City of Redlands desires to appoint Ray Casey as an interim appointment retired annuitant to the vacant position of Municipal Utilities and Engineering Director for the City of Redlands under Gov. Code section 21221(h), effective December 9, 2025; and

WHEREAS, the City Council of the City of Redlands, the City of Redlands and Ray Casey certify that Ray Casey has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree be appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body authorized the search for a permanent appointment on December 1, 2025; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on April 15, 2026, or upon the hiring of the permanent Municipal Utilities and Engineering Director, whichever occurs sooner; and

WHEREAS, the entire employment agreement, contract or appointment document between Ray Casey and the City of Redlands has been reviewed by this body and is attached herein; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $248,964 and the hourly equivalent is $119.69; the minimum base salary for this position is $204,816 and the hourly equivalent is $98.47; and

WHEREAS, the hourly rate paid to Ray Casey will be $119.69; and

WHEREAS, Ray Casey has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council hereby certifies the nature of the employment of Ray Casey as described herein and detailed in the attached employment agreement / contract / appointment document and that this appointment is necessary to fill the critically needed position of Municipal Utilities and Engineering Director for the City of Redlands by December 9, 2025, because the position will be vacant as of this date and executive staffing is needed to continue effective operations and service to the public.

Section 1. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 2nd day of December 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 regular meeting thereof held on the 2nd day of December 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

December 1, 2025

Ray Casey
Sent via email - ray.casey60@yahoo.com

RE: Conditional Offer of Employment for "Vacant Position" Appointment

Dear Mr. Casey,

As authorized by Government Code Sections 7522.56 and 21221(h) for "Vacant Positions," I am pleased to offer you an at-will, temporary appointment to the position of Interim Municipal Utilities and Engineering Director with the City of Redlands. The appointment may last up to 960 hours per fiscal year. However, the City reserves the right to end the appointment at any time.

If you accept this appointment, your pay rate would be $119.69 per hour and you will perform work of limited duration during the City's recruitment of a Municipal Utilities and Engineering Director. The City confirms that an active recruitment is in place for a permanent replacement.

Your start date will be December 9, 2025, and your anticipated end date is April 15, 2026, or upon the hiring of the permanent replacement, whichever occurs sooner.

By accepting this offer of at-will, temporary employment, you confirm that you were of normal retirement age when you retired on January 29, 2023, and that there has been greater than a 180-day separation from your date of retirement. Furthermore, you certify that you did not receive any unemployment insurance payments within 12 months prior to this appointment for previous retired annuitant work with any CalPERS employer.

In addition, you agree that the City of Redlands will enroll you as a retired annuitant and will report your hours worked with the hourly pay rate to CalPERS. As a CalPERS retiree, you will be limited to working a maximum of 960 hours per fiscal year for all CalPERS contracting agencies.

Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 et seq.], the City will indemnify, defend, and hold Ray Casey harmless from and against any action demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss, or other damages, arising within the course and scope of his employment.

Starting Salary: $119.69 per hour. This rate is within the Municipal Utilities and Engineering Director salary range. No other benefit, incentive, compensation in lieu of benefits, or other forms of compensation will be paid.

Classification: Temporary, At-Will, Appointment of Limited Duration

The City makes no representation, promises, guarantees, or warranties, express or implied, on the impact, if any, the acceptance of this offer may have upon your CalPERS retirement benefits, status, duties, and/or obligations. In entering into this agreement, you acknowledge that you have not relied upon such representations (none of which being in existence) in assessing the CalPERS-related impact of your employment. Therefore, by signing below you release the City, its employees, elected officials, agents, or attorneys from any and all CalPERS-related claims or liabilities that may arise in connection with employment pursuant to this Agreement.

This offer of employment contains the entire offer. There are no other expressed or implied promises, representations or contracts being offered to you. Your temporary employment is considered "at will" and termination may occur at any time with or without cause.

If you have any questions regarding your appointment, please feel free to call me at (909) 798-7510.

Sincerely,

Charles M. Duggan Jr.

Charles M. Duggan, Jr.
City Manager

ACKNOWLEDGEMENT OF
CONDITIONAL OFFER OF EMPLOYMENT

I, Ray Casey, understand and accept the above terms and conditions of employment. I certify that I did not receive any unemployment insurance payments within 12 months prior to this appointment or previous retired annuitant work with any CalPERS employer. I further understand that, if hired, I would be an at-will employee and that termination may occur at any time with or without cause, and without the right of appeal or hearing.

_____
Received and Accepted by

_____
Date

City Council Meeting **L. 1.**

DATE: 12/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Individual Council Member Report on Activities for November 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

November 2025 Council Activities

November 2025 Council Activities

Mayor Pro Tem Marc Shaw

- Attended Redlands Fire Department Benevolent Bowl Fundraiser
- Attended Memorial Service for Airport Advisory Board Member Dick Jones
- Spoke to Plymouth Village Residents Association on Homelessness
- Participated in the Redlands Veteran's Day Parade and events
- Attended Valley Preparatory School Ribbon Cutting
- Attended Redlands Ace Hardware Ribbon Cutting
- Attended Redlands Animal Shelter Ribbon Cutting
- Attended Senator Rosalice Ochoa Bogh's Town Hall Meeting
- Attended GIS Briefing with city staff
- Met with City Manager to discuss ongoing issues