CITY OF REDLANDS

CITY COUNCIL
FINANCING AUTHORITY
A G E N D A S
MAY 21, 2024

EDDIE TEJEDA
Mayor
PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
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 meetings of the City Council of the City of Redlands and the Redlands Financing Authority of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, MAY 21, 2024

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 824 4618 0187**, 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 824 4618 0187**

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. **Recess until 6:00 P.M. Open Session**
(There are no Closed Session matters)

6:00 P.M.

D. **Reconvene City Council Meeting**

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

F. **Presentations**

1. Presentation of the Idiopathic Hypersomnia Day Proclamation presented to Caitlyn Early and her family, Stephanie Muckey, Tim Muckey, and Juliette Early (Mayor Tejeda)

2. Presentation of the Dutch American Heritage Month proclamation presented to Ken DeWitt and Marcia Van Mouwerik (Council Member Saucedo)

3. Presentation of the Portuguese American Heritage Month proclamation presented to John Fontes and David Moore (Council Member Saucedo)

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

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

Recycled Paper

1. Approve the regular meeting minutes of May 7, 2024 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring June 1, 2024, as Idiopathic Hypersomnia Day (Mayor Tejeda)

3. Authorize issuance of a proclamation in recognition of Dutch American Heritage Month (Council Member Saucedo)

4. Authorize issuance of a proclamation in recognition of Portuguese American Heritage Month (Council Member Saucedo)

5. Adopt Ordinance No. 2963 Amending Title 15, Section 15.36.420 related to Freeway-Orientated Signs and Sign Conditional Use Permit No. 28 to Consider a Request to Construct a Freeway-Orientated Sign (Development Services Director Desatnik)

6. Adopt Ordinance No. 2967 pertaining to agricultural tourism and related uses within the A-1, Agricultural zone of the City of Redlands (Chapter 18.20 of the Redlands Municipal Code) (Development Services Director Desatnik)

7. Adopt Resolution No. 8588 for Street Vacation No. 192 - A request for summary vacation of excess public right-of-way, approximately 4,000-square feet in area that is not used for any public or roadway purposes, located on a property with an existing single-family residence at 665 East Sunset Drive North (APN: 0176-481-01-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

8. Approve the Agreement with Church of Religious Science doing business as CRS Redlands for $180,000, to be paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless, and determine that the agreement is exempt from environmental review pursuant to Section 15301 of the State’s Guidelines for Implementing the California Environmental Quality Act (Assistant City Manager Boatman)

9. Approve the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC for the Automated Metering Infrastructure Project authorizing a second year extension to the Agreement and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

10. Approve the request for in-kind support for $600 relating to the Olive Avenue Market Centennial event hosted by Redlands Chamber of Commerce to be held on June 8, 2024; approve a request to temporarily close a portion of South Michigan Street; and determine that the approval of the request is 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)

11. Approve the request for the temporary closure of Eureka Street, Grant Street, and Glenwood Drive for the Redlands Unified School District graduations from June 3rd through 7th 2024, and determination that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

12. Approve a sole source purchase order with All American Truck & Auto Body in the amount not to exceed $44,694.84 and a sole source purchase order with Rush Truck Centers in the amount not to exceed $54,426.86 for repairs to solid waste collection trucks (Facilities and Community Services Department Director Crocker)

13. Approve the sole source purchase order for the purchase of three (3) Iteris video detection units for the traffic signals from Iteris, Inc. for an amount not to exceed $86,782.66 (Facilities and Community Services Director Crocker)

14. Approve a Facility Use Agreement with Redlands Theatre Festival for use of the Sewall Theatre within Prospect Park and determine that approval of the Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

15. Approve of a Cost-Sharing and Reimbursement Agreement between the City of Redlands and other shareholders currently utilizing and accessing water from Pioneer Mutual Water Company; approval to re-allocate $100,000 of the Nevada Palmetto Grove Fund, and an additional appropriation in the amount of $100,000 for the City portion of well repairs needed to supply water to Riverview Grove (Facilities and Community Services Director Crocker)

16. Approve a letter of support for the San Bernardino County Transit Authority (SBCTA) to include in their application to Caltrans for the Cycle 7 Active Transportation Program funding (City Manager Duggan)

I. Communications

1. Conference Report - City County Conference 2024 (Council Member Saucedo)

Recycled Paper

2. Discussion and possible action concerning the adoption of Resolution No. 8589, amending the policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the city, and rescinding Resolution No. 8220 (Council Member Saucedo)

J. **New Business**

1. Consideration of a three (3) year agreement with AdminSure, Inc. for the administration of the City's Self-Insured Workers' Compensation Program in an amount not to exceed $382,320 (Human Resources/Risk Management Director Meteau)

2. Consideration of Resolution No. 8590, renaming of the Redlands Community Center in honor of Joe R. Gonzales, Resolution No. 8591, renaming of the Redlands Community Senior Center in Honor of Eddie and Gloria Flores, Resolution No. 8592, naming of the dining room at the Redlands Community Senior Center in honor of Mary Reyes Sanchez, and Resolution No. 8593 renaming of Community Park in honor of Norman N. Martinez and Oddie J. Martinez (Facilities and Community Services Director Crocker)

3. Consideration of a First Amendment to the Professional Services Agreement with Miller Architectural Corporation to increase the total compensation to an amount not to exceed $400,000 and extend the term by one additional year to provide on-call general architectural services (Facilities and Community Service Director Crocker)

4. Consideration of the Public Work Construction Contract with Metrocell Construction, Inc. not to exceed $576,469.26, for the installation of sports lighting at Community Park, and determine that the project is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

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

L. **Adjournment**
The next regular meeting of the City Council will be held on June 4, 2024.

M. **Redlands Financing Authority**

1. Call regular meeting of the Board of Directors of the Redlands Financing Authority to order

Recycled Paper

2. **Public Comment - Redlands Financing Authority**
(At this time, the Redlands Financing Authority will provide an opportunity for the public to address them on any subject, within its jurisdiction, 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.)

3. Approve the regular meeting minutes of January 16, 2024 (Secretary Donaldson)

4. Adjourn Redlands Financing Authority meeting
The next Redlands Financing Authority meeting will be held on September 17, 2024.

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 meeting 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.

Recycled Paper

City Council/Financing Authority Meeting **H. 1.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of May 7, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of May 7, 2024.

Attachments

Regular meeting minutes of May 7, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on May 7, 2024 at 5:00 P.M.

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

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel - Anticipated litigation pursuant to Government Code sections 54956.9(d)(2) and (e)(3):

City Attorney Garcia announced that a point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency, based on the receipt of written communication dated April 17, 2024 from Dennis Wagner, legal counsel for Mark Winters, to City Attorney Yvette M. Abich Garcia threatening litigation (copy available for public inspection in City Clerk's Office).

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Saucedo. The pledge of allegiance to the American flag was conducted by the Peer Mediators of McKinley Elementary School.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Hailey Stuck introduced "Oreo", a four-year-old male Siberian Husky, who is available for adoption, along with thirty-five other dogs and sixteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-four dogs and eight cats adopted in April 2024.

SCE Student Scholarship Award Presentation

Mayor Tejeda and Mark Cloud of Southern California Edison presented a Certificate of Recognition to Citrus Valley High School student Riley Houser for receiving a $50,000 scholarship from Southern California Edison.

PUBLIC COMMENT

Serving the Homeless Population - Ed Torres, Board President of the Center for Spiritual Living, described their ongoing efforts to offer temporary shelter to women in need and, he thanked the City and Council Members for their support.

Arts in California Parks - Cultural Arts Commissioner Danielle Giudici Wallis was excited to share a new program called Arts in California Parks. The program supports artists, culture bearers, California Native American tribes, and communities in creating artwork, art installations and programming in state parks and local communities as catalysts for sustainable community connection, health, and well-being. She urged the City to move quickly as the application deadline was June 14, 2024. Ms. Wallis also reminded the Council of her suggestion to create an "Artist in Residency" program within the community.

Organic Food Waste - Anthony Dodd recommended the City allow residents to use compostable bags when processing their organic food waste to prevent adding more methane into the environment. Assistant City Manager Boatman clarified that the City will be reviewing the use of compostable bags and will determine how best to educate the public in the future.

Humane Treatment of the Homeless - Paul Peres raised concerns that the homeless population were not being treated humanely, and he thought this to be a violation of their civil rights, under the Fourth Amendment.

Zoom Callers - Barry Gall, Molly Conger and Albert voiced their perspectives regarding the Holocaust, reparations, and religious practices such as circumcision.

A brief recess was called at 6:35 p.m. for the Mayor to confer with City Attorney Garcia. Upon their return at 6:38 p.m., Mayor Tejeda called on Albert to finish his remarks and address the Council. Albert did not choose to add any additional comments and left the

Zoom call after being called on several times to finish his public comments.

Controversial Language - Jennifer Maravillas and Michael Paisner condemned the previous zoom callers and categorized their comments as hate speech, which in their opinion, was simply not acceptable.

CONSENT CALENDAR

Minutes

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of the April 16, 2024 City Council meeting.

Vote: 4 - 0 Passed

Proclamation Asian American Pacific Islander Heritage Month

Mayor Tejeda read from a proclamation declaring May 2024, as Asian American Pacific Islander Heritage Month.

On motion of Mayor Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation declaring May 2024, as Asian American Pacific Islander Heritage Month.

Vote: 4 - 0 Passed

Airport Advisory Board Appointments

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Richard Jones and Michael Allen to each serve four-year terms on the Airport Advisory Board ending May 1, 2028.

Vote: 4 - 0 Passed

Resolution No. 8575 Time Extension Tentative Parcel Map No. 20175 & CRA No. 911

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8575 to approve a one-year Extension of Time for Tentative Parcel Map No. 20175 and Commission Review & Approval No. 911.

Vote: 4 - 0 Passed

Resolution No. 8585 Destruction of Public Records

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8585, authorizing the destruction of certain public records from Revenue Division.

Vote: 4 - 0 Passed

Reject Bids for Water and Wastewater Laboratory Services

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously rejected, by roll call vote, all bids received for Water and Wastewater Laboratory Services and directed staff to solicit new bids. All consultant proposals failed to acknowledge the addendums and/or did not meet the specific requirements outlined in the bid.

Vote: 4 - 0 Passed

Maintenance & Repair Fire Department Emergency Radios

Fire Chief Sessler presented the need for an Informational Technology Service Contract with the County of San Bernardino Information Technology Department to maintain and repair the 800 MHz emergency radios used by the Fire Department. As public comment, Bruce Laycook said the City had recently approved the purchase of new radios, and he wondered how those new radios fit in with the maintenance contract. Chief explained that the newly purchased radios were scheduled to arrive in a few months. Furthermore, in past years, the cost for services provided by the County had been included in the CONFIRE JPA membership contract. However, in October 2023, CONFIRE elected to no longer manage the services provided by the County of San Bernardino.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Information Technology Service Contract with the San Bernardino County Information Technology Department for maintenance and repair services of Fire Department emergency radios.

Vote: 4 - 0 Passed

Resolution No. 8582 Emergency Paramedic Services Special Tax

Fire Chief introduced Resolution No. 8582 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2024-2025. Ordinance No. 1900, approved by the voters in 1985, authorizes the City Council of the City of Redlands to establish a rate for the special tax assessment necessary to fund anticipated paramedic expenses, provided the special tax rate does not exceed the maximum allowance limits as set forth in Ordinance No. 1900. The Ordinance permits the continuation of the tax on each improved parcel of property, each residential unit in a multiple dwelling, or each of the mobile home sites in the City of Redlands. The San Bernardino County Auditor-Controller/Treasure/Tax Collector requires that this resolution be approved prior to August 10, 2024, in order to apply this special assessment to the tax rolls for Fiscal Year 2024-2025. As public comment, Dennis Bell said the City should be more transparent about reporting the actual costs for paramedic emergency services and how much of the General

Fund was being used to pay for the program.

On motion of Mayor Eddie Tejeda, seconded by Council Member Mario Saucedo, the City Council unanimously adopted, by roll call vote, Resolution No. 8582 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2024-2025.

Vote: 4 - 0 Passed

Redlands Firefighter's Car Show Event

Facilities and Community Services Director Crocker described the request to hold the Redlands Firefighter's Car show event hosted by the Redlands Professional Firefighters Association on May 26, 2024, at Ed Hales Park and along East State Street and Citrus Avenue. As public comment, Dennis Bell asked why the City was redacting information related to a groups' non-profit ID status.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the Redlands Firefighter's Car Show event to be held on May 26, 2024, at Ed Hales Park and along East State Street and Citrus Avenue is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; authorized the temporary closures associated with the event from 3:00 a.m. to 7:00 p.m.; approved the expenditure of city resources and in-kind support in the amount of $9,598.00; and authorized the sale and consumption of alcoholic beverages during the Redlands Firefighter's Car Show event.

Vote: 4 - 0 Passed

Adopt Resolution No. 8542 Annual SLD and LMD Assessments

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the adoption of Resolution No. 8542 is exempt from environmental review pursuant to the general rule of the California Environment Quality Act (CEQA) guidelines, and adopted Resolution No. 8542, rescinding Resolution No. 8434, and initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of the Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No.1.

Vote: 4 - 0 Passed

Facility Use Agreement University of Redlands

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Facility Use Agreement with the University of Redlands 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 University of Redlands for use of classrooms at the Redlands Community Center, and Smiley Library to provide K - 12 tutoring at no cost.

Vote: 4 - 0 Passed

LLUBHI Stand-Up to Stigma 5K Event

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the request for in-kind support in the amount of $900.00 related to the Loma Linda University Behavioral Health Institute Stand-Up to Stigma 5K to be held on Sunday, May 19, 2024; and approved the temporary street closures related to the event.

Vote: 4 - 0 Passed

Redlands Festival of Arts Event

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously agreed, by roll call vote, that approval of the Redlands Festival of Arts event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act; approved the request by the Redlands Arts Festival, Inc. to hold the Redlands Festival of Arts event on May 25 and May 26, 2024; authorized the sale and consumption of alcoholic beverages during the event; approved the street closures related to the event and the expenditure of City resources and in-kind support in the amount of $5,407.

Vote: 4 - 0 Passed

COMMUNICATIONS

2024 SCAG Conference Report

Council Members Davis and Saucedo each provided reports relating to their attendance at the 2024 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly held May 2-3, 2024, at the JW Marriott Desert Springs Resort & Spa in Palm Desert, California. The conference brings together local and regional leaders to share and learn from each other on the future of mobility, housing and communities, the environment and the economy. They highlighted their top experiences and were grateful for the opportunity to represent the City.

State Water Project Tour Report

Council Member Saucedo provided a report relating to his attendance at the 2024 State Water Project Tour in Sacramento from April 5-7, jointly hosted by East Valley Water District and Yucaipa Valley Water District. He and Municipal Utility and Engineering Director Harris were part of a caravan that traveled to various sites throughout the state, including reservoirs, a stop along the aqueduct, and pumping and recharging stations. He found their excursion to be extremely informative.

Letter of Support for State Senator Ochoa Bogh's Grant Funding for Local Growers

Council Member Saucedo was pleased to present State Senator Rosalicie Ochoa Bogh's March 1, 2024, letter requesting $45 million in grant funding to assist growers. He pointed out the City of Redlands and its local growers have been directly impacted by the presence of the Oriental Fruit Fly (OFF) and as a result of the OFF's presence, significant portions of the City have been placed in quarantine and growers have had an almost total loss of their crop this year. The $45 million state appropriation would be available in the form of grants to growers within the quarantine areas who have significant crop loss and are not eligible for crop insurance to cover their losses. He urged his colleagues to support the grant funding request. Council Members expressed their full support.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, Mayor Tejeda to sign a letter of support for State Senator Ochoa Bogh's $45 million grant funding request for local growers.

Vote: 4 - 0 Passed

PUBLIC HEARINGS

Madera at Citrus Trail Specific Plan Development

Mayor Tejeda declared the meeting open as a public hearing and called on Ryan Murphy of Development Services for a report to consider several applications for the Madera at Citrus Trail Specific Plan residential project, consisting of 9.01 acres of land located at the northwest corner of Colton Avenue and Wabash Avenue, in the Single Family Residential (R-1) Zoning District. Applications included, Mitigated Negative Declaration and Socio-Economic Cost/Benefit Study; Land Conversion - request to approve the conversion of agricultural land to residential land; request to amend the General Plan land use designation of 9.01 acres from Low Density Residential to Medium Density Residential; request to adopt the Madera at Citrus Trail Specific Plan No. 66; Tentative Tract Map No. 20571 and Commission Review & Approval No. 965, to subdivide 9.01 acres for residential development and condominium purposes, as well as site plan approval and architectural design review to construct a total of 102 single-family detached motorcourt homes up to two stories high within the proposed Madera at Citrus Trail Specific Plan. The Applicant, Vanita Soni Puri, presented additional details of the project.

As public comment, Mark Mudge, a resident who lives near the site, thought the development was much too dense, was concerned that the project would bring down property values in the surrounding area, and he urged the Council to place conditions that would disallow owners from renting or leasing their properties. A zoom caller and Bobby Garrity supported the project and were pleased to see the higher density within the Specific Plan and strongly pointed out the City was in a housing crisis and in need of more homes. Bruce Laycook appreciated the medium density plan but voiced concerns that the in lieu fee does not address the immediate need and lack of inventory for affordable housing. Valerie Taber opposed the project, thought the plans were much too dense, and she was concerned these units were not truly affordable homes and would likely be out of reach of many young adults.

Development Services Director Desatnik briefly mentioned that the inclusionary in lieu fees may not make an immediate impact but will be put to good use in the near future, as there was a project coming soon which will offer low income and very low income units. Council Members Guzman-Lowery and Davis thanked staff and were glad to hear about a future project that will offer more affordable units and a denser living community. The applicant addressed Council Member questions regarding parking and storage and garage space. With no further discussion, Mayor Tejeda closed the public hearing.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution Nos. 8576, 8578, 8579, and 8580 to approve the Madera at Citrus Trail Specific Plan residential project; and adopted Resolution No. 8577 to approve the Measure U findings for the Madera at Citrus Trail Specific Plan residential project, for 9.01 acres of land located at the northwest corner of Colton Avenue and Wabash Avenue (APN: 0168-291-02-0000) in the Single Family Residential (R-1) Zoning District by Applicant Vanita Soni Puri. Voting met the required 3/5 and 4/5 vote approval, based on Measure "U" requirements.

Vote: 4 - 0 Passed

Ordinance No. 2963 Freeway-Orientated Signs and Sign Conditional Use Permit No. 28

Mayor Tejeda opened the public hearing and called on Planning Manager Brian Foote to review Ordinance No. 2963, amending Title 15, Section 15.36.420 related to freeway-orientated signs and to review the Sign Conditional Use Permit No. 28 to construct a freeway-orientated sign for a motorist-serving business (drive-through restaurant) with an overall sign face exceeding 120 square-feet. The proposed sign for the future home of In N Out Burger, is 95 feet high with a sign face consisting of 197.1 square-feet. The project site is located at the southwest corner of West Lugonia Avenue and Citrus Plaza Drive, on the west side of the Interstate 210 freeway, within the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan. Based on the results of a flag test, a sign height of 95’ was determined to be necessary to clearly view the flag during the test.

Development Manager Michelle Bennett, of In N Out, defended the rationale for the sign height of 95' and pointed out that since the flag test was conducted over a year ago, the surrounding trees have only continued to grow and obscure the view. She added that almost every one of the chain's stores included a tall sign such as the one proposed for Redlands.

As public comment, Michael Paisner, Anthony Dodd and Danielle Giudici Wallis were opposed to such a tall sign that they considered to be obtrusive and out of place within the community. It was suggested In N Out could obtain a sign situated on the freeway announcing that one of their stores was located at the next off-ramp. Andy Hoder thought the sign to be unnecessary because the stores already had tremendous brand recognition, and he was worried about what might happen in the event of an earthquake. With no further discussion, Mayor Tejeda closed the public hearing. Council Members Davis and Guzman-Lowery were concerned about the aesthetics of such a tall sign. Overall though, the Council was excited to see the store come to Redlands.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously introduced, by roll call vote, Ordinance No. 2963 and find that the Ordinance is exempt from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and approved Resolution No. 8581 to approve Sign Conditional Use Permit No. 28 for a freeway-oriented sign.

Vote: 3 - 1 Passed

NAY: Council Member Jenna Guzman-Lowery

Ordinance No. 2966 Undergrounding Utilities

Mayor Tejeda declared the meeting open as a public hearing. Development Services Director Desatnik provided details on Ordinance No. 2966 amending Redlands Municipal Code (RMC) Chapter 17.17 to modify the criteria and findings pertaining to the requirement for undergrounding utilities that are applicable to subdivisions and development projects. Generally, the required improvements for a particular project site are constructed by the developer when a subdivision has been approved in accordance with the Subdivision Map Act or when a new development project is being constructed.

Some development applications for existing developed properties or when no construction is proposed are also frequently subject to the City's undergrounding requirements, even though no substantial construction is involved. RMC does provide for a developer to request a waiver of the undergrounding requirement, and those requests are considered on a case-by-case basis. In those approved exceptions, when the undergrounding requirement has been waived, the developer must still pay a fee to the City that is an equivalent amount (an “in-lieu fee”).

The elements of the proposed code amendment would adjust and clarify the following criteria: 1) Findings (i.e., the facts for determining when to waive the undergrounding requirement and allow payment of an in-lieu fee); and 2) Method of calculating the amount of an “in-lieu fee” when undergrounding will not be required of a project. The applicant or developer must still pay to the City an amount that is equivalent to the cost of the developer performing the work themselves as part of their private development project. A new in-lieu fee will be proposed at a future date pertaining to the undergrounding of utilities and is envisioned as a flat-rate fee that would be calculated on a per-linear-foot basis of street frontage for the project site.

As public comment, Michael Paisner was pleased the City was moving towards the undergrounding of overhead lines but was concerned about increasing the in lieu fees, which ultimately could increase housing prices. Bobby Garrity supported lower housing costs, asked the City to maintain lower in lieu fees and was happy to see the fee would be calculated on a per-linear foot basis of street frontage. Bruce Laycook supported the ordinance and appreciated the exemptions for affordable housing projects. With no further comments, Mayor Tejeda closed the public hearing.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously introduced, by roll call vote, Ordinance No. 2966 amending Redlands Municipal Code Chapter 17.17 (Improvements) of Title 17 (Subdivision Regulations) to modify the criteria and findings pertaining to the requirement for undergrounding utilities that are applicable to subdivisions and development projects; and found that the Ordinance is exempt from environmental review under the California Environmental

Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State's Guidelines implementing CEQA.

Vote: 4 - 0 Passed

Ordinance No. 2967 Amending Ordinance No. 2961 Agritourism

Mayor Tejeda declared the meeting open as a public hearing and called on Planning Manager Brian Foote for a report on Ordinance No. 2967 amending Ordinance No. 2961 Chapter 18.20 of the Redlands Municipal Code pertaining to agricultural tourism and related uses within the A-1, Agricultural zone of the City of Redlands. On April 16, 2024, the City Council adopted Ordinance No. 2961 to allow agricultural tourism and related land uses within the A-1, Agricultural zoning district. At the initial public hearing on April 2, 2024, several requests for revisions were presented to the City Council regarding the level of discretionary review to be required for specified land uses. The applicant's representative, Anna Knight, urged the Council to include four uses to be classified under the administrative review processes, rather than under the Conditional Use Permit processes. These items included: farm stays, educational farm camp (no motor vehicles/trailers), retail self-pick onsite by customers, and tours, day classes and farm experience excursions. The City Council adopted the proposed Ordinance No. 2961 without any revisions at that time and directed staff to continue to work with the applicant to evaluate potential revisions that had been requested.

The main elements of the proposed code amendment are the following: 1) Specify certain uses that may be allowable subject to approval of an Administrative Use Permit; 2) Slightly modify the list of uses that are subject to approval of a Conditional Use Permit. No changes are necessary to the previously adopted development standards, performance standards, or sign regulations that will pertain to agritourism uses.

As public comment, Anna Knight expressed her appreciation of staff's responsiveness and efforts to bring these amendments back to Council so quickly. John Smith, a property owner on Olive Avenue, wondered if this ordinance applied to his groves. Dennis Bell said this was a great idea, but he did wonder how many growers were situated outside the City. Andy Hoder described the devastation that some farmers have faced this year, so he saw this as an excellent opportunity for growers to create new revenue sources to sustain them through this difficult time. With no further comments, the public hearing was closed. Mayor Tejeda thanked Anna Knight for her enthusiasm and persistence in pushing for these changes that will benefit the whole community.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously introduced, by roll call vote, Ordinance No. 2967 pertaining to agricultural tourism and related uses within the A-1, Agricultural zone of the City of Redlands (Chapter 18.20 of the Redlands Municipal Code); and found that the Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State's Guidelines implementing CEQA.

Vote: 4 - 0 Passed

NEW BUSINESS

Resolution No. 8584 Interfund Loan

Management Services/Finance Director Garcia explained the need for Resolution No. 8584 to authorize forgiveness of the Interfund Loan between the Public Facilities Fund and the General Fund. The total amount outstanding as of June 30, 2023 was $7,690,541 owed to the General Fund from the Public Facilities Fund. As the fund has been attempting to repay this loan for several years and has not made significant progress, staff recommended it was appropriate to forgive the loan.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8584 authorizing forgiveness of the Interfund Loan between the Public Facilities Fund and the General Fund.

Vote: 4 - 0 Passed

Ordinance Nos. 2964 and 2965 Proposing Water & Wastewater Rate Increases

Municipal Utilities and Engineering Director Harris briefly provided an overview of the request to consider implementation of water and wastewater rate increases. He welcomed John James, Chairman of the Utilities Advisory Commission (UAC), who discussed the role of the UAC, described the Committee's Mission Statement and goals and detailed the study and analysis regarding wastewater, potable water and non-potable water rates. The rate recommendation process began by introducing the UAC to the Municipal Utilities and Engineering Department (MUED) structure, water and wastewater utilities, and 6-year Capital Improvement Program (CIP). The UAC reviewed historic and projected operating, maintenance, and CIP costs necessary to provide high-quality services for Redlands' utility customers. Financial Consultants, Raftelis, presented a financial analysis including multi-year revenue projections, target reserve balances, and annual labor and material cost escalations. Several rate scenarios were modeled and considered by the UAC.

He summarized the UAC recommendations and offered specific examples of what an average utility user's bill might look like with the revenue adjustments.

Wastewater
10% increase in FY 24/25
10% increase in FY 25/26
Issuance of $45MM in debt to capital project costs
Revenue adjustment will cover SRF debt service

Potable Water
2% increase in FY 24/25
2% increase in FY 25/26
Will retain Capital Investment needed for continued reliable water delivery service
Will retain reserve balances at recommended target level

Non-Potable Water
0% increase in FY 24/25
0% increase in FY 25/26
Retains reserve balances to allow for future expansion of non-potable system

These increases will be applied to customer classifications proportionally based on the

demands placed on each utility, and will generate the additional revenue necessary to continue providing water and wastewater utility services for all Redlands customers. Resolution No. 8583 provides notice of intent to increase water and wastewater rates.

As public comment, Andy Hoder said the wastewater treatment plant (WWTP) had been in serious disrepair for some time, and he urged the Council to properly fund and maintain these vital infrastructure facilities in order to avoid disastrous consequences in the future. Council Members and staff discussed various topics such as funding sources, the collapse of the WWTP a few years ago and the importance of educating the public.

Recommended Timeline

Resolution of Intent/Ordinance Introduction	May 7, 2024
Proposition 218 Notices Mailed	May 10, 2024
Ordinance - Public Hearing/Adoption	July 2, 2024
Rate Implementation	August 5, 2024

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously introduced, by roll call vote, Ordinance No. 2964 and Ordinance No. 2965 and that consideration of the proposed water and wastewater rate increases are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; adopted Resolution No. 8583 providing Notice of Intent to increase water and wastewater rates; and directed staff to issue the required Proposition 218 notice for a public hearing.

Vote: 4 - 0 Passed

Agreement Construction Coordination for New Groundwater Production Well

Municipal Utilities and Engineering Director Harris reviewed the Professional Services Agreement with Richard C. Slade & Associates, LLC to design and provide construction coordination/support services for a new groundwater production well for an amount not-to-exceed $290,000.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Richard C. Slade & Associates, LLC to design and provide construction coordination/support services for a new groundwater production well 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 for an amount not-to-exceed $290,000.

Vote: 4 - 0 Passed

Resolution No. 8594 Grant Funds Acceptance & MOU with RHMA & Promissory Note

Council Members agreed to consider and discuss this matter as the first item under New Business.

A.K. Smiley Library Director McCue provided background of Resolution No. 8594 approving acceptance of Grant Funds from the California Natural Resources Agency (CNRA), and he described the associated documents, including the Grant Project Information Package, the Grant Agreement between the City of Redlands and CNRA, a corresponding additional appropriation in the amount of $2 million, the Memorandum of Understanding (MOU) with the Redlands Historical Museum Association (RHMA), and the promissory note with the RHMA.

In the spring of 2023, the City collaborated with the RHMA to apply for a $2 million state grant from the California Natural Resources Agency (CNRA) to be used for the construction of the MOR. In October 2023, the City and the RHMA were informed by California assembly majority leader emeritus Eloise Gomez Reyes that the City's application had been approved by the Legislature. In order to release the promised funds to the City of Redlands, the CNRA in January 2024 directed the City to complete a Project Information Form, a Memorandum of Understanding between the RHMA and the City, a Resolution approving the acceptance of grant funds for the Museum of Redlands, as well as a Grant Agreement between the City and the CNRA. City Council approval of all of these documents is required to move the project forward.

To facilitate the completion of construction, the City and the RHMA have negotiated a promissory note, which will advance the $2 million grant funds from the City to the RHMA. These funds will be reimbursed to the City through the CNRA grant, either through an advance from the CRNA or as RHMA's construction invoices are forwarded through the City to the state during the construction process. The promised $2 million grant from the CNRA, combined with $3.3 million in contributions from donors large and small, and finally the recent $1 million City loan approved by the City Council at the March 5, 2024 Council meeting, will enable the RHMA to begin the final phase of construction of the Museum of Redlands. Construction is scheduled to be completed by December 2024.

As public comment, Steve Stockton, RHMA President, complimented City staff for their tremendous efforts to bring this matter before the Council tonight. Dennis Bell pushed for transparency and urged the Council to be open about how much the Museum will ultimately cost the City.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8594, approving acceptance of the grant funds from the California Natural Resources Agency (CNRA) in connection with the Museum of Redlands Project; approved the Grant Project Information Package; approved the Grant Agreement between the City of Redlands and the CNRA for the $2 Million Dollar Grant for the completion of the Museum of Redlands Project; approved an additional appropriation for the same; and approved the Memorandum of Understanding with the Redlands Historical Museum Association to advance the $2 Million dollar grant proceeds to the Redlands Historical Museum Association for the completion of the Museum of Redlands Project. Resolution No. 8594 authorizes the City Manager to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests, and so on, which may be necessary for the completion of the project.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda offered his perspective about listening to comments that some might consider offensive. He admitted it can be difficult to hear speakers voice different opinions, but he reminded us that this nation protects everyone's right to free speech under the full protection of the law.

Council Member Saucedo attended the National Crime Victims' Rights Memorial event with Chief Tolber, the San Bernardino Valley Water Foundation Summit, welcomed Toastmasters International to the City, and on May 4 participated in a community neighborhood meeting at Riverview and Church Street related to the Santa Ana River Trail bluff.

ADJOURNMENT

There being no further action required the meeting adjourned at 9:25 P.M. The next regular meeting of the City of Redlands City Council will be held on May 21, 2024.

City Council/Financing Authority Meeting **H. 2.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring June 1, 2024, as Idiopathic Hypersomnia Day (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring June 1, 2024, as Idiopathic Hypersomnia Day.

Attachments

June 1, 2024, as Idiopathic Hypersomnia Day Proclamation

PROCLAMATION

IDIOPATHIC HYPERSOMNIA DAY

WHEREAS, idiopathic hypersomnia (IH) is a serious, debilitating, and chronic neurological disorder that affects the brain's ability to control sleep and wakefulness; and

WHEREAS, IH has a considerable, life-altering impact on people living with the condition and their supporters; and

WHEREAS, the main symptom of IH is excessive daytime sleepiness, even if you had enough sleep the night before. Additional symptoms commonly include brain fog, non-restorative sleep, long sleep (more than 9 hours per night or more than 11 hours in a 24-hour period), long un-refreshing naps, and severe sleep inertia, which is extreme difficulty awakening from sleep, accompanied by strong disorientation; and

WHEREAS, the symptoms of IH adversely affect quality of life, wreak havoc on typical day-to-day activities, and can lead to problems with thinking, working, and socializing. People with IH may have trouble functioning in their jobs, staying in school, having romantic relationships, and fully engaging with their friends and loved ones; and

WHEREAS, people with IH are often judged, invalidated, dismissed, overlooked, inappropriately considered lazy and unmotivated by others, including loved ones, friends, employers, school administrators, and medical professionals; and

WHEREAS, despite its seriousness, IH is under-recognized and under-researched, which leads to underdiagnosis and misdiagnosis. Diagnosis, when it does happen, is often delayed, sometimes by up to 10 years or longer; and

WHEREAS, the options for effective treatment are extremely limited in comparison to the gravity of the condition, and researchers don't yet understand the pathophysiology of IH or know its cause.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize June 1, 2024, as Idiopathic Hypersomnia Day, and we applaud the grassroots organizers for raising awareness, improving diagnosis, and encouraging and supporting efforts to increase funding and research to provide support, effective treatment options covered by insurance, and eventually a cure.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 21st day of May 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **H. 3.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation in recognition of Dutch American Heritage Month (Council Member Saucedo)

MOTION:

I move to authorize issuance of a proclamation in recognition of Dutch American Heritage Month.

Attachments

Dutch American Heritage Month 2024

PROCLAMATION

Recognition of Dutch American Heritage Month

WHEREAS, on April 19, 1782, John Adams was admitted by the States General of the Dutch Republic as Minister of the United States of America, thus obtaining the second diplomatic recognition of the United States as an independent nation, and, on October 8, 1782, signing the first Treaty of Amity and Commerce between the two countries; and

WHEREAS, this recognition of the United States as an independent nation can be regarded as a key step in our country's efforts to take its rightful place in the world community of nations as a sovereign state; and

WHEREAS, the United States and the Netherlands share a joint commitment to their common security and the defense of freedom and our shared democratic values through our mutual membership in the North Atlantic Treaty Organization. Our close economic ties reinforce our common philosophic and political goals, and the Netherlands is now the top foreign investor in the United States; and

WHEREAS, a substantial number of Dutch immigrants came to Redlands during the first decades of the twentieth century and many brought their own Protestant churches with them, including the Dutch Reformed Church and Christian Reformed Church; and

WHEREAS, descendants of these early Dutch immigrants continue to make important contributions to the Redlands community; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize May as *Dutch American Heritage Month* in the City of Redlands and encourages residents, businesses, and institutions to learn more about Dutch American heritage and the contributions made to our city.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 21st day of May 2024.

Eddie Tejeda, Mayor

Mario Saucedo, Council Member

Attest:

Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **H. 4.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation in recognition of Portuguese American Heritage Month (Council Member Saucedo)

MOTION:

I move to authorize issuance of a proclamation in recognition of Portuguese American Heritage Month.

Attachments

Portuguese American Heritage Month

PROCLAMATION

Recognition of Portuguese-American Heritage Month

WHEREAS, Portuguese immigrants began arriving in the Redlands area in the late 1880s, with the majority coming from the Island of Santa Maria in Azores archipelago; and

WHEREAS, with its mild Mediterranean climate, Santa Maria's economy was based largely on agriculture and the Portuguese immigrants brought their farming and artisanal expertise with them when they immigrated to the area, aiding the growth and richness of the citrus industry; and

WHEREAS, many families who arrived were starting over with very little, they often began as farm laborers and eventually went on to purchase their own farms or businesses; and

WHEREAS, the Portuguese held many important jobs in town including coachmen, blacksmiths, grocery store owners, packing house workers, citrus growers, and community leaders; and

WHEREAS, in 1923 the Portuguese American Club was founded and is still an integral part of both the Portuguese-American and Redlands area community today.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize May as *Portuguese-American Heritage Month* in the City of Redlands and encourages residents, businesses, and institutions to learn more about Portuguese-American heritage and the contributions made to our city.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 21st day of May 2024.

Eddie Tejeda, Mayor

Mario Saucedo, Council Member

Attest:

Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **H. 5.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2963 Amending Title 15, Section 15.36.420 related to Freeway-Orientated Signs and Sign Conditional Use Permit No. 28 to Consider a Request to Construct a Freeway-Orientated Sign (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2963.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2963, amending Title 15, Section 15.36.420 related to Freeway-Orientated Signs and Sign Conditional Use Permit No. 28 to consider a request to construct a Freeway-Orientated Sign located at the southwest corner of West Lugonia Avenue and Citrus Plaza Drive, on the west side of the Interstate 210 freeway (In N Out Burger).

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2963.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2963 Freeway Oriented Signs

ORDINANCE NO. 2963

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 15.36 (SIGN CODE) OF THE REDLANDS MUNICIPAL CODE, SECTION 15.36.420 (FREEWAY ORIENTED SIGNS), TO MODIFY FIGURE 16.

WHEREAS, Ordinance No. 2963 would amend Section 15.36.420 (Freeway Oriented Signs) of Chapter 15.36 (Sign Code) of the Redlands Municipal Code to modify Figure 16 depicting the allowable locations for freeway oriented signs; and

WHEREAS, in accordance with Government Code section 65090, on or about April 25, 2024, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2963 would be considered by City Council; and

WHEREAS, on May 7, 2024, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2963; and

WHEREAS, Ordinance No. 2963 is exempt from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and

WHEREAS, after closing the public hearing and deliberating upon the matter, the City Council finds that the proposed ordinance and amendment to the Redlands Municipal Code are in the best interests of the public health, safety, and general welfare.

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

SECTION 1. California Environmental Quality Act. The proposed amendment to the Redlands Municipal Code does not require environmental review in accordance with the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Section 15061(b)(3), this amendment is exempt from environmental review because there is no possibility that the municipal code amendment may have a significant effect on the environment.

SECTION 2. Municipal Code Amendment. Redlands Municipal Code Section 15.36.420, entitled "Freeway Oriented Signs" is hereby amended to read as follows:

"15.36.420: FREEWAY ORIENTED SIGNS:

Motorist serving businesses and regional shopping centers and new automobile dealerships which are within the areas identified in figure 16 of this section herein may install freeway oriented signs, subject to the regulations and standards of this code. The following regulations and standards shall apply to freeway oriented signs:

A. Only regional shopping centers, new automobile dealerships in accordance with subsection 15.36.390D of this chapter, and businesses which are "motorist serving" as defined in this chapter may install freeway oriented signs. In no case may a regional mall or any use within a "regional mall" (as defined in this chapter) install a freeway oriented sign.

B. The maximum height of freeway oriented signs shall be twenty five feet (25'), unless a taller sign is necessary to achieve visibility a minimum of three-tenths (3/10) of one mile from at least one approach to an off ramp serving the business. If determined necessary by a flag test as described below, a sign higher than twenty five feet (25') may be constructed.

C. The maximum size of a freeway oriented sign shall be one hundred twenty (120) square feet, unless a conditional use permit is approved for such a sign pursuant to subsection 15.36.100F of this chapter. The area of a freeway oriented sign shall not be counted toward the maximum sign area for the business.

D. Flag tests for freeway oriented signs shall be conducted as follows:

1. A flag or object no smaller than thirty two (32) square feet shall be lifted vertically in the location of the proposed freeway oriented sign, starting at a height of twenty five feet (25') (measured from the bottom of the object).

2. City personnel shall be stationed at locations three-tenths (3/10) of one mile from the beginning of the off ramps directly serving the business for which the sign will be installed.

3. City personnel shall observe whether the object is visible at a height of twenty five feet (25'). If the object is not visible, it shall be raised in ten foot (10') increments until it is visible from one direction at a distance of three-tenths (3/10) of one mile from the start of the off ramp approach. If a greater height is needed for visibility from one of the two (2) off ramp approaches, the planning commission may permit the greater height to be used if it is determined that visibility from that direction is needed.

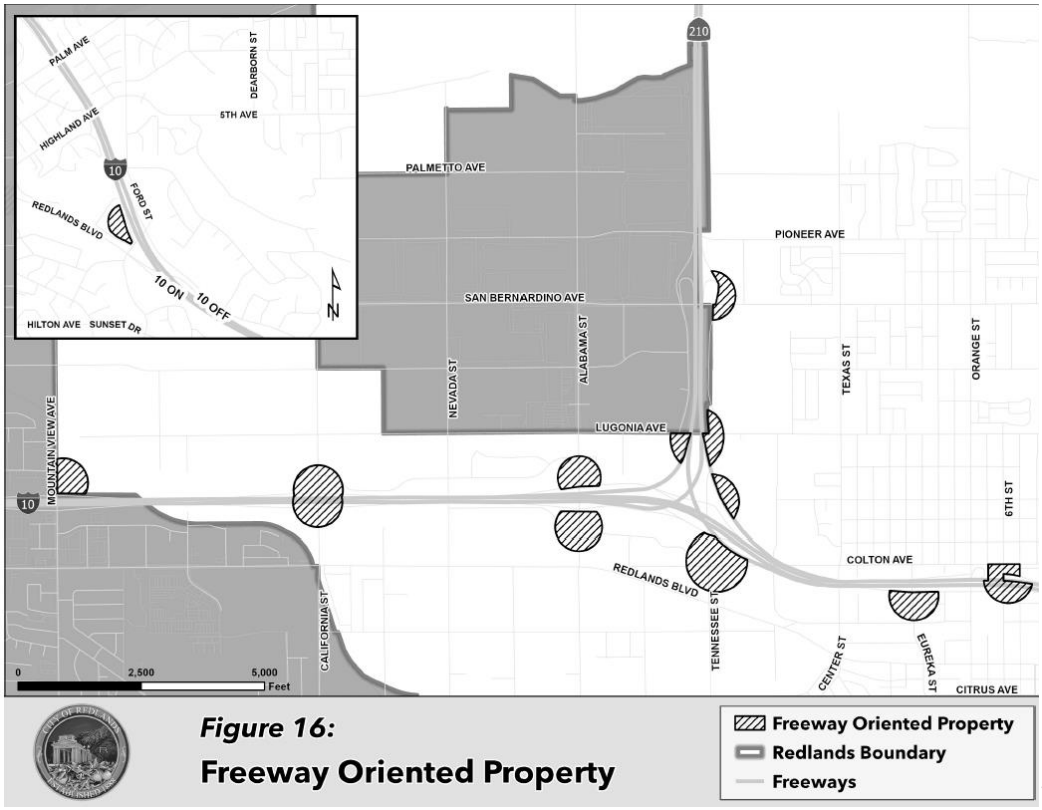
4. The height established in subsection D3 of this section (or by the planning commission, as noted in subsection D3 of this section) shall be maximum height for the sign.

E. No freeway oriented sign shall be erected which would obscure another sign when viewed from the freeway.

F. No freeway oriented sign shall be erected that will be closer than one hundred feet (100') from another freeway oriented sign.

G. The minimum size letter in the text of a freeway oriented sign shall be one foot (1') in vertical or horizontal dimension. The maximum size letter shall be three feet (3'), vertical or horizontal dimension.

H. No more than one freeway oriented sign is permitted per property; provided, however, that a freeway oriented property which is located within a freeway oriented unified shopping center may be permitted an additional freeway oriented sign if it is located on a separate parcel and the sign would meet all other standards in this section.



,,

SECTION 3. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4. 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.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

Revised Ordinance 2963 Amending 18.76.246 (Sign Code) to Modify Figure 16 (2nd Reading).docx-ms

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 21st day of May, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **H. 6.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2967 pertaining to agricultural tourism and related uses within the A-1, Agricultural zone of the City of Redlands (Chapter 18.20 of the Redlands Municipal Code) (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2967.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2967, pertaining to agricultural tourism and related uses within the A-1, Agricultural zone of the City of Redlands (Chapter 18.20 of the Redlands Municipal Code).

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2967.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2967 Amending Ordinance 2961 Agritrourism

ORDINANCE NO. 2967

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE TO AMEND THE PROVISIONS PERTAINING TO AGRICULTURAL TOURISM AND RELATED LAND USES IN THE A-1, AGRICULTURAL ZONE.

WHEREAS, Two Canyons Farmers Guild ("Applicant"), has submitted an application for Ordinance Text Amendment No. 366 to amend RMC Title 18 (Zoning Regulations), Chapter 18.20, to permit agricultural tourism and related ancillary land uses as permitted uses, conditionally permitted uses, or uses subject to an administrative use permit within the A-1, Agricultural District; and,

WHEREAS, on February 27, 2024, the Planning Commission held a duly noticed public hearing and unanimously recommended that the City Council approve Ordinance Text Amendment No. 366; and,

WHEREAS, on April 2, 2024, the City Council held a duly noticed public hearing and considered the staff report, oral report, the testimony and written evidence submitted by City staff, the Applicant, and the public; and,

WHEREAS, on April 16, 2024, the City Council adopted Ordinance No. 2961 approving agricultural tourism land uses and related uses, as well as approved new development standards and performance standards for agritourism land uses; and,

WHEREAS, the City Council now desires to amend the provisions previously adopted by Ordinance No. 2961 pertaining to agritourism land uses; and,

WHEREAS, on or about April 26, 2024, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2967 would be considered by City Council; and

WHEREAS, on May 7, 2024, the City Council held a public hearing and considered the staff report, oral report, the testimony and written evidence submitted by City staff, the Applicant, and the public; and,

WHEREAS, adoption of the proposed ordinance qualifies for exemption from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3); and,

WHEREAS, after closing the public hearing and deliberating upon the matter, the City Council finds that the proposed amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code will be consistent with the public health, safety, and general welfare.

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

SECTION 1. General Plan Consistency. The proposed Ordinance Text Amendment is consistent with the City of Redlands *General Plan 2035*, including Principle 4-P.23, Action 4-A.37, and Action 4-A.40.

SECTION 2. Approval of Amendment to RMC Section 18.20.030. The proposed amendment to Title 18 of the Redlands Municipal Code, Chapter 18.20 (A-1 Agricultural District), Section 18.20.030, entitled "Permitted Uses," is hereby amended to read as follows:

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

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

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

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

D. Farms or ranches with non-commercial or incidental keeping of poultry. No more than one hundred (100) chickens or poultry for each contiguous one acre of lot area; provided, however, that such fowl are housed or corralled at least five hundred feet (500') from any residential zone, church, school, park or hospital, or one hundred feet (100') from any property line.

E. Horse boarding.

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

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

H. The sale of fruit, vegetables, produce, flowers, eggs/meats, and other similar products grown on the property; provided, however, that roadside stands located

on private property used for such sales shall not exceed one thousand two hundred (1,200) square feet. Roadside or other interior stands shall include architectural treatment that blends the structure into the rural open space character of the area. Exterior treatment materials consisting of primarily natural materials such as wood, stone, brick, or stucco are permitted. Roof materials shall be fire-resistant and may include metal roofing. Structures with predominantly metal siding, or other structures or objects not originally designed as occupiable structures (such as shipping containers or otherwise utilizing corrugated metal), are prohibited. Roadside stands for serving customers shall comply with all applicable provisions of the California Building Code (including ADA accessibility), Redlands Municipal Code Title 15 (Buildings and Construction), and California Fire Code.

I. Compost production and processing, not to exceed a total of nine hundred (900) tons per year for on-site use, which may include incidental sale of compost for off-site use (not to exceed 25% of the total cubic yards produced), and no piling or storage of compost higher than fifteen feet above ground level.

J. Related ancillary activities including agritourism activities that are secondary and supplemental (not to exceed 25% of the land area in active agriculture/ranching) to the primary agricultural uses of the land, including the following:

1. Preparation of farm-to-table meals (for on-site or off-site consumption).
2. Retail sale of ancillary farm grown products, prepackaged food items, gardening tools, and other small food- or farm-related sundry items to individual consumers.
3. Retail self-pick or u-pick by customers of produce grown on-site (not to exceed 150 persons daily).
4. Temporary holiday sales facilities, including but not limited to pumpkin lots and tree lots, subject to approval of a permit in accordance with Chapter 18.194 of this title.
5. Walking tours, day classes, day camps, farm experience excursions, living history farms, processing demonstrations (not to exceed 150 persons daily).

K. The Planning Commission may, by resolution of record, permit any other uses which it may determine to be similar to those listed in section 18.20.030 of this chapter, in conformity with the intent and purpose of the A-1 zone, and not more obnoxious or detrimental to the public health, safety and welfare or other uses permitted in this zone."

SECTION 3. Approval of Amendment to RMC Section 18.20.040. The proposed amendment to Title 18 of the Redlands Municipal Code, Chapter 18.20 (A-1 Agricultural District), Section 18.20.040, is hereby amended to read as follows:

"18.20.040: ACCESSORY USES:

In the A-1 zone, the following accessory uses that are secondary and supplemental (not to

exceed 25% of the land area in active agriculture/ranching) to the primary agricultural uses of the land, may be permitted subject to approval of an Administrative Use Permit in accordance with the provisions of Chapter 18.193 of this title.

A. Retail self-pick or u-pick by customers of produce grown on-site (between 150 to 300 persons daily).

B. Tours, day classes, day camp, educational farm camp, or farm experience excursions (between 150 to 300 persons daily).

C. Farm-stay facility, or general tent camping facilities (no motor vehicles or trailers), with up to 50 rooms.

D. Overnight camp for persons under eighteen years of age, with up to 50 beds."

SECTION 4. Approval of Amendment to RMC Section 18.20.050. The proposed amendment to Title 18 of the Redlands Municipal Code, Chapter 18.20 (A-1 Agricultural District), Section 18.20.050, entitled "Conditional Uses," is hereby amended to read as follows:

"Uses permitted by conditional use permit in the A-1 zone include:

A. Accessory public parking areas which serve existing public facilities such as parks, trails or linear parks, or similar public uses, containing more than ten thousand (10,000) square feet or twenty (20) spaces. In this instance, "accessory" shall mean that the parking area is accessory to the existing land use of either park, trail or linear park, or similar public use.

B. Aviaries and hatcheries.

C. Dairies, including the processing of milk.

D. Farms or ranches for commercial raising of poultry or rabbits. No more than five hundred (500) poultry or rabbits for each twenty thousand (20,000) square feet of lot area; provided, however, that such rabbits or fowl are kept at least fifty feet (50') from any property line, and five hundred feet (500') from any residential zone, church, school, park or hospital.

E. Grange halls and similar uses incidental to the promotion and development of sound agriculture.

F. Related ancillary activities to agricultural or ranching operations, including agritourism activities, that are secondary and supplemental to the primary agricultural uses of the land (not to exceed 25% of the land area in active agriculture/ranching), including but not limited to the following:

1. Bed and breakfast inn or facility.
2. Food processing operations, wholesale or retail (including canning, food packaging, with or without ancillary on-site retail food sales).
3. Compost production and processing that exceeds a total of nine hundred (900) tons per year for on-site use, with or without incidental sale of compost for off-site use.
4. Overnight camp for persons under eighteen years of age, with more than 50 beds.
5. Harvest festivals, seasonal or special events, or other periodic assembly uses.
6. Retail self-pick or u-pick by customers of produce grown on-site (with more than 300 persons daily).
7. Tours, day classes, day camp, educational farm camp, and farm experience excursions (with more than 300 persons daily).
8. Farm-stay facility, or general tent camping facilities (no motor vehicles or trailers), with more than 50 rooms.
9. Sales of other food or beverage products, with a portion of the ingredients sourced on-site.
10. Wineries, including the following related ancillary activities:
    a. Wine tasting room;
    b. Retail sale of vintner products, which must include some products that are produced on-site; and,
    c. Hospitality activities limited to the education of growing vineyards or the production of wine, provided that not more than forty percent (40%) of the interior floor area is utilized for such activity.

G. Riding stables or academies; provided, that the minimum lot size for such use shall be not less than five (5) acres, and that all such buildings for the housing, feeding or rental of such animals shall be at least one hundred feet (100') from any property line, and five hundred feet (500') from any R-S or R-1 zone, church, school, park or hospital.

H. Wedding venue, indoors or outdoors, on non-prime agricultural land or soils.

I. Water harvesting, no bottling on site."

SECTION 5. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Section 15061(b)(3) of the CEQA Guidelines, as this proposal is exempt because there is no possibility that the zoning code amendment may have a significant effect on the environment.

SECTION 6. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 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.

_____
Eddie Tejeda, 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 21st day of May, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **H. 7.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8588 for Street Vacation No. 192 - A request for summary vacation of excess public right-of-way, approximately 4,000-square feet in area that is not used for any public or roadway purposes, located on a property with an existing single-family residence at 665 East Sunset Drive North (APN: 0176-481-01-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8588 and approve the request for Street Vacation No. 192.

RECOMMENDATION:

Staff recommends that the City Council find that the public right-of-way (approximately 4,000-square feet in area) on a residential property located at 665 East Sunset Drive North meets the necessary criteria to be summarily vacated, and adopt Resolution No. 8588 approving Street Vacation No. 192.

DISCUSSION:

The applicant has filed an application to vacate a portion of excess, unimproved, and unused public right-of-way that is approximately 4,000 square feet in area, which is considered a public roadway but has not been improved or used for any public purpose for over 40 years. This portion of right-of-way is situated on an existing residential parcel with one single-family home located at 665 East

Sunset Drive North, at the northwest corner of Golden West Drive and East Sunset Drive North (APN: 0176-481-01-0000). While the area of land in question is considered public right-of-way, there is no public access or improvements provided within this section of right-of-way. In addition, a single-family home with a private pool and other private improvements have been previously constructed on the entirety of the residential lot (see Attachment A - Location Map and Aerial Photo).

When the area around the subject property was originally surveyed in the early 1900s, a circuitous road alignment that was common for that era was planned for Edgemont Drive (now known as Sunset Drive). The subject property was deeded to the City for roadway purposes in 1950 (likely to obtain additional right-of-way that would have been needed for motorist sight-safety distance or road maintenance reasons). In 1978, a subdivision map was approved over the old road alignment to allow for development of the area, and a new roadway alignment was established. The existing house was constructed in 1982, and following construction, the City vacated the prior portions of Sunset Drive in 1983 and again in 1986. Although the cause is unknown, the prior vacation actions were not recorded, which has resulted in the current condition (see Attachment B for an exhibit showing the above-mentioned right-of-way).

Additionally, while vacating the portion of Sunset Drive was previously approved by the City Council in 1983 and 1986 (see Attachment C), the quitclaim needed to transfer title of the vacated portion of road to the underlying property owner was never processed. Both vacation of the subject property and processing of the quitclaim for the previously-vacated roadway portion of Sunset Drive is needed in order to provide clear property boundaries and remove the cloud on title. Both quitclaims (one for the subject street vacation and the other for the previously-vacated portion of Sunset Drive) are included as Attachments D-1 and D-2.

On March 12, 2024, the Planning Commission reviewed the proposal and unanimously adopted a Resolution determining that the street vacation would be in conformance with the 2035 General Plan.

Pursuant to the California Streets and Highways Code (which defines the general procedures for public street and easement vacations), the City Council may adopt a resolution summarily vacating a public street that has been impassable for vehicular travel for a period of five consecutive years preceding vacation, and no public money was expended for maintenance on the street during such period. These findings can be made for this portion of roadway, based on the fact that it has never been constructed or improved in any way, it is identifiable as public right-of-way only on title and deed, is not shown on any exhibit or document within the 2035 General Plan, and a residence was constructed on the property in the early 1980s.

ENVIRONMENTAL REVIEW

Street Vacation No. 192 will have no potentially significant effects on the environment and qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act Guidelines. CEQA Section 15061(b)(3) is the "general rule" exemption for project where it can be seen with certainty that there will be no environmental effects as a result of the activity.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information; or
2. Not adopt the Resolution.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager

PREPARED BY:

Ryan Murphy, Senior Planner

Fiscal Impact

Fiscal Year: 23-24

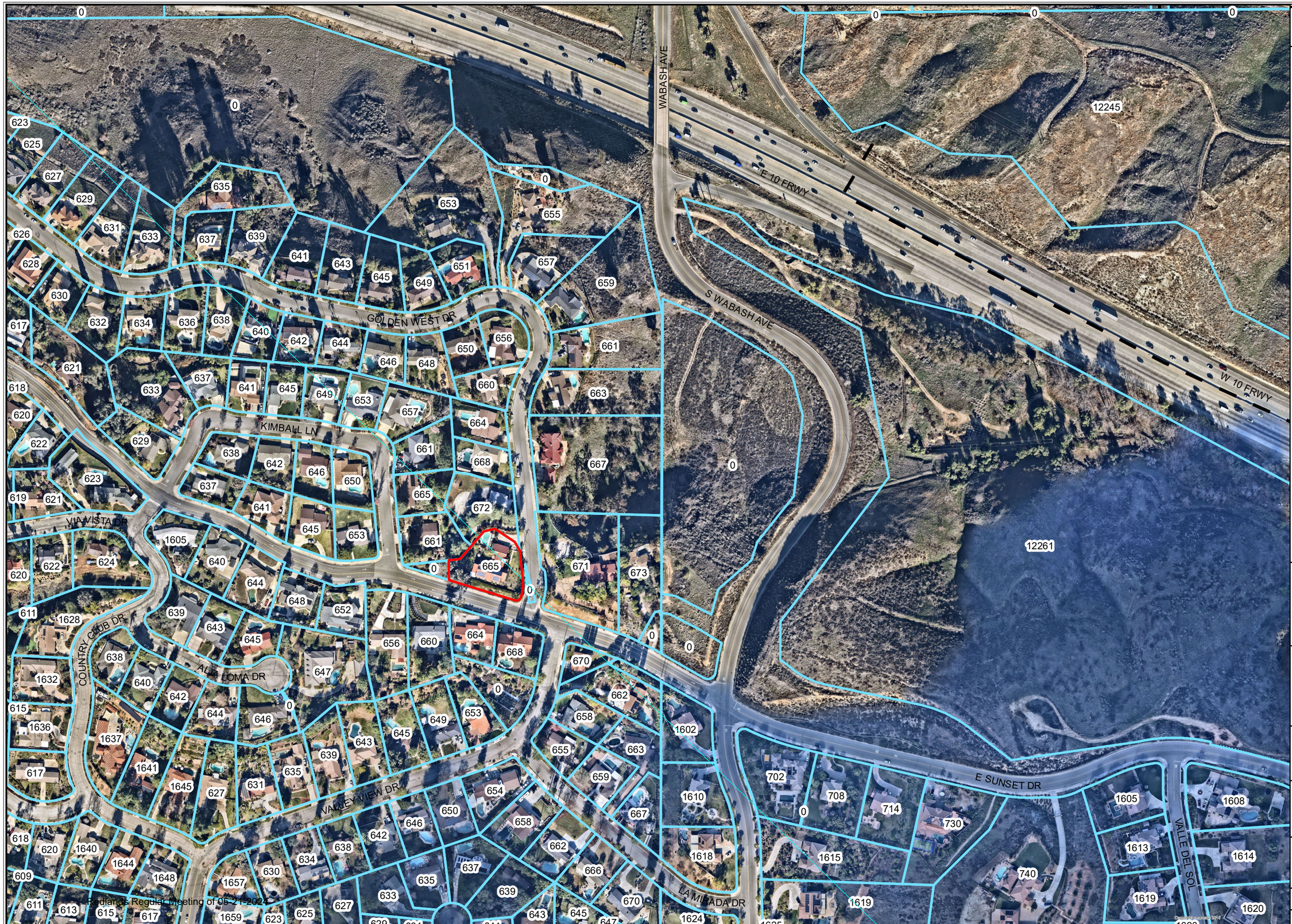
Appropriation Required Y/N: No

Discussion:

Approval of the request will not have a negative fiscal impact on the City's General Fund. The applicant has paid the appropriate application filing fees.

Attachments

Attachment A - Location Map and Aerial Photo
Attachment B - Aerial Overlay
Attachment C - City Council Resolution No. 3909 (Street Vacation)
Attachment D-1 - Quitclaim Deed for Vacation of Easement
Attachment D-2 - Quitclaim Deed for previously vacated portion of Sunset Drive
Attachment E - Resolution No. 8588 (Street Vacation No. 192)
E-2 - Exhibits A and B to Resolution No. 8588 (Legal Description and Plat Map)



665 E Sunset Dr N

Location Map and Aerial

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

N
W E
S

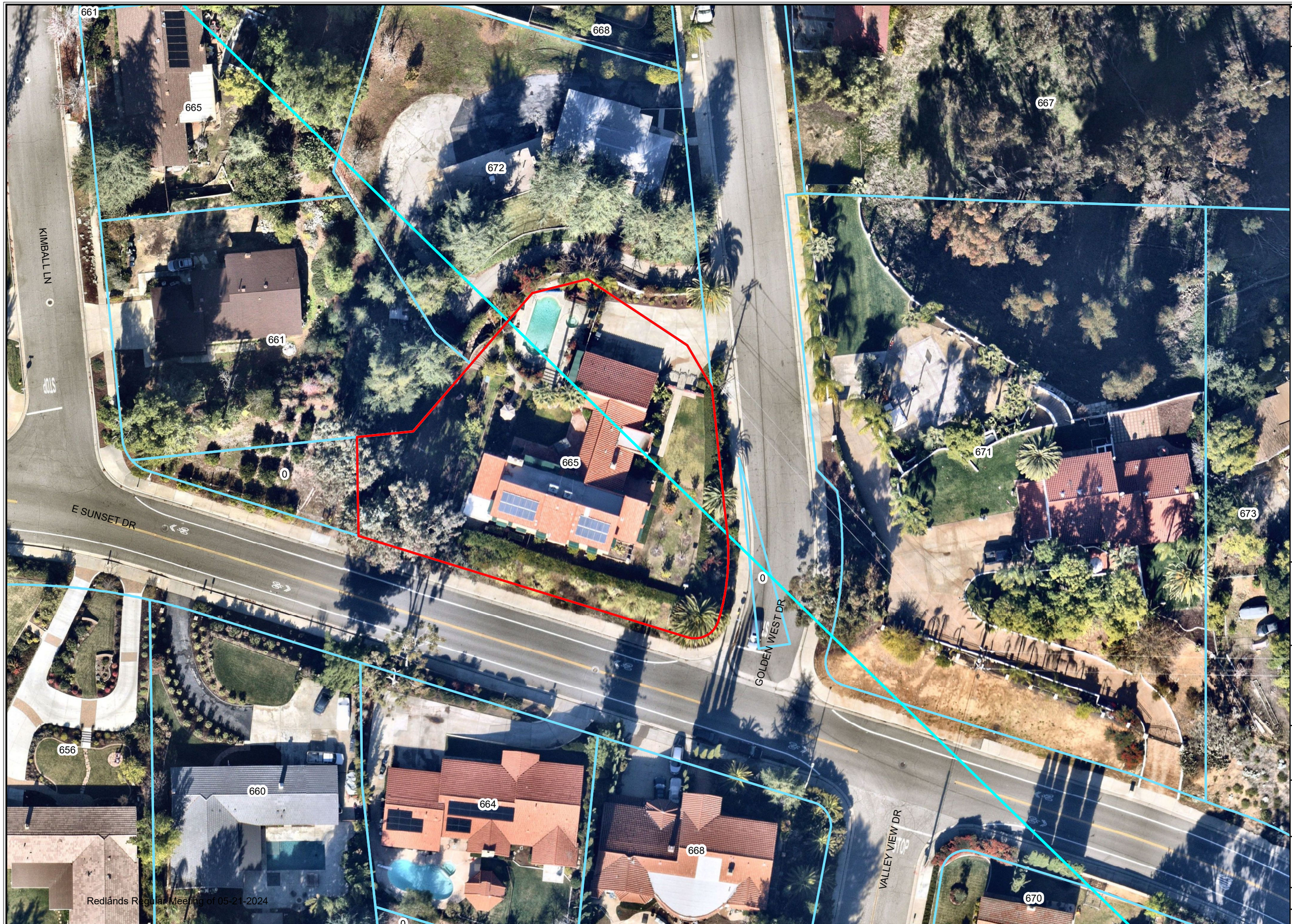
Scale
0 190 380
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

February 23, 2024

OneStop.mxd



665 E Sunset Dr N

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

N
W E
S

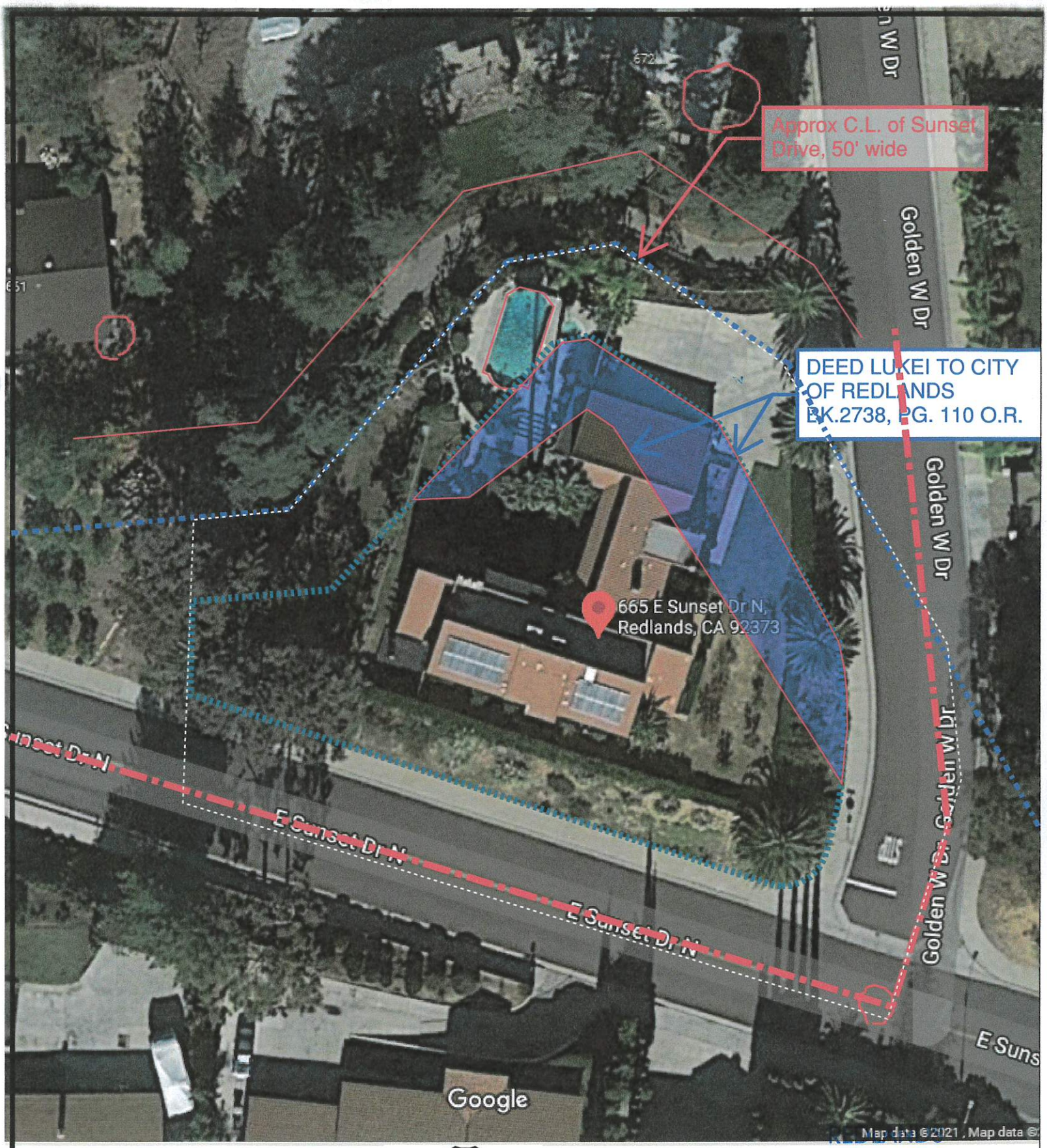
Scale
0 30 60
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 23, 2024

OneStop.mxd



Rick (Frederick) Jones
RCE 36665, PLS 5458
RickJones@LandReportsCa.com
Cell 818.261-7425

PROFESSIONAL LAND SURVEYOR · FREDERICK R. JONES JR. · No. 5458 · LICENSE · STATE OF CALIFORNIA ·

2-20-23

N

F. R. J.

S

NTS

FEB 16 2023

ONE STOP PERMIT CENTER

Approx overlay of Record Maps to Google aerial.

RECORDED IN
OFFICIAL RECORDS

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City Clerk's Office
City of Redlands
P. O. Box 280
Redlands, California 92373

86-180383

1986 JUL -9 PM 3:40

SAN BERNARDINO
CO., CALIF.

FEE	SVY	TAX	DEP
0			F
C	CTY	DEP	00

RESOLUTION NO. 3909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT PORTIONS OF CERTAIN STREETS ARE UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES AND ORDERING THE VACATION OF SAID PORTIONS

THE CITY COUNCIL OF THE CITY OF REDLANDS hereby ordains and resolves as follows:

SECTION ONE: The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 2, of the Streets and Highways Code of the State of California, and having held a public hearing as provided herein, hereby finds from all evidence submitted that portions of certain streets described in this resolution are unnecessary for present or prospective street purposes and that the public interest and convenience require the closing of said portions of certain streets. The City Council hereby further finds that such vacations are consistent with the City's General Plan.

SECTION TWO: The City Council hereby orders the vacation of portions of Sunset Drive as described in the attached Exhibits "A" and "B."

SECTION THREE: In the proceeding herein adopted by the City Council for the vacation of portions of Sunset Drive as described in the attached Exhibits "A" and "B" the City of Redlands reserves and excepts from the vacations the permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove and renew sanitary sewers and storm drains and appurtenant structures, in, upon, over and across any street or part thereof proposed to be vacated and pursuant to any exiting franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipe lines, telegraphic and telephone lines, and for the distribution or transportation of electric energy, ammonia, water and incidental purposes, including access and right to keep property free from inflammable materials and wood growth, and to otherwise protect the same from all hazards in, upon, and over the portions of the streets proposed to be vacated.

86-180383

SECTION FOUR: The City Council hereby determines that the vacation of portions of Sunset Drive described herein are required by public interest, convenience, safety and welfare.

ADOPTED AND APPROVED on the 16th day of August, 1983 and corrected and signed this 27th day of June, 1986.

Mayor of the City of Redlands

ATTEST:

City Clerk

I, Lorrie Poyzer, City Clerk, City of Redlands, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof held on the 16th day of August, 1983, by the following vote:

AYES: Councilmembers DeMirjyn, Gorman, Johnson, Martinez, Mayor Roth
NOES: None
ABSENT: None

City Clerk

Above document corrects Resolution No. 3909 recorded in the Official Records of the County of San Bernardino on the 9th day of December, 1983, Document No. 83-290249.

EXHIBIT "A"

86-180383

That portion of Sunset Drive Easterly an Northerly of the following described line as shown on Parcel Map 4229 recorded in the office of the County Recorder, County of San Bernardino, State of California:

Beginning at the northwest corner of Parcel No. 1 of Parcel Map No 3273 as recorded in Book 34 of Parcel Maps, Page 96-100 in said County and State said corner also shown on said Parcel Map 4229; thence North 00°00'22" West, 73.53 feet to the True Point of Beginning; thence North 60°31'11" West, 19.81 feet to the beginning of tangent curve concave southwesterly and having a radius of 682.00 feet; thence northwesterly along said curve through a central angle of 12° 32' 02" an arc distance of 149.19 feet; thence North 73° 03' 36" West, 158.85 feet to the beginning of a tangent concave northeasterly and having a radius of 13.00 feet; thence northwesterly along said curve through a central angle of 90° 00' 00" an arc distance of 20.42 to the beginning of a reverse curve concave westerly and having a radius of 180.00 feet; thence northerly along said curve through a central angle of 23° 07' 01" an arc distance of 72.62 feet to a point of tangency; thence North 6° 10' 57" West to the intersection with the northeasterly right-of-way line of Sunset Drive, said intersection being the terminus of said line.

86-180383

EXHIBIT "B"

That portion of Sunset Drive as shown on Parcel Map 4229 recorded in Book 42 of Parcel Maps, Page 84 in the office of the County Recorder, County of San Bernardino, State of California described as follows:

BEGINNING at the intersection of the Westerly boundary line of said Parcel Map 4229 with the Southerly right-of-way line of Sunset Drive; thence South 83° 58' 25" West, 66.74 feet to a point on a curve, said point having a radial which bears South 16° 56' 24" West, said curve being concave southwesterly and having a radius of 397.00 feet; thence northwesterly along said curve through a central angle of 7° 22' 10", an arc distance of 51.06 feet to a point of reverse curve concave northeasterly and having a radius of 13.00 feet; thence westerly and northerly along said curve through a central angle of 74° 24' 11' an arc distance of 16.88 feet; thence North 06° 01' 35" West, 33.70 feet to the beginning of a tangent curve concave northeasterly having a radius of 13.00 feet; thence southerly and easterly along said curve through a central angle of 90° 00' 00" an arc distance of 20.42 feet to a point of tangency; thence North 83°58' 25" East, 130.94 feet; thence North 40° 32' 25" East, 94.68 feet; thence North 75° 33' 25" East, 49.04 feet; thence South 56° 34' 35" East, 30.92 feet; thence North 71° 56' 25" East, 20.71 feet; thence North 27° 30' 25" East, 17.37 feet to its intersection with the west right-of-way line of Golden West Drive; thence southeasterly along the southeasterly prolongation of said west right-of-way line of Golden West Drive to its intersection with the southerly right-of-way line of said Sunset Drive; thence North 30° 37' 12" West, 75.32 feet; thence North 56° 34' 35" West, 47.32 feet; thence South 75° 33' 25" West, 11.26 feet; thence South 40° 32" 25" West, 99.12 feet; thence South 83° 58' 25" West, 41.40 feet.

... LOT 20, SUNSET HEIGHTS, RECORDED IN BOOK 15 OF
52, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFOR

KRUEPER ENGINEERING

EXHIBIT "A"

CITY ENGINEER'S CERTIFICATE

This map conforms with the requirements of Subdivision Map Act and local ordinance.

Date: Sept. 5, 1978

JOHN F. SHEFCHIK RCE 13963
City Engineer, City of Redlands

OWNER'S

We hereb... having ... divided ... shown o... preparat... map and ... to the C... dedicatio...

Date: J...

OFFICIAL SEAL
LINDA G...
NOTARY PUBLI...
SAN BERNARDI...
My Commission Ex...

NOTARY

STATE OF ...
COUNTY O...

On this ... before me ... in and for ... appeared ... known to m... are subs... and acknow... the same.

Witness my ...

GOLDEN WEST DRIVE

DRIVE

SEE DETAIL

FD 3/4" I.P. PER TR 6693 MB 87 58-59

S 80° 58' 40" W 302.47 (301.40 Rs)

FD 1" I.P. W/ COUNTY SURVEYOR TAG

S 68° 33' 59" E (133.40' Rs) 139.71

N 82° 17' 10" E 50.11' (50.00 Rs)

N 75° 12' 12" E (128.80 Rs) 128.60'

S 29° 44' 24" W (156.8 Rs) 154.42

S 0° 00' 22" E 133.56

S 60° 31' 11" E

N 66° 15' 49" E 239.17 (234.50 Rs)

N 2° 6' 18" W 165.96'

N 10° 30' 39" E

S 82° 41' 37" E L=142.19' T=71.38' 106.35' (106.1 Rs)

Δ=12° 32' 02" R=650.00'

S 93° 16' 17" E 74.34 (74.4 Rs)

Δ=8° 34' 15" R=13.00' T=11.62' L=18.96

Δ=30° 55' 29" R=203.00' L=109.57' L=214.60

L=164.07 (L=248.46 Rs)

FD 1" I.P. LS 3039 PER TR 6693 MB 87/58-59

SEARCHED FD NOTHING SET 1" I.P. RCE 12993

FD 1" I.D. RCE 8591 PER PM 3273 PMB 34/96-100

PM 3273 PMB 34/96-100

NOTES

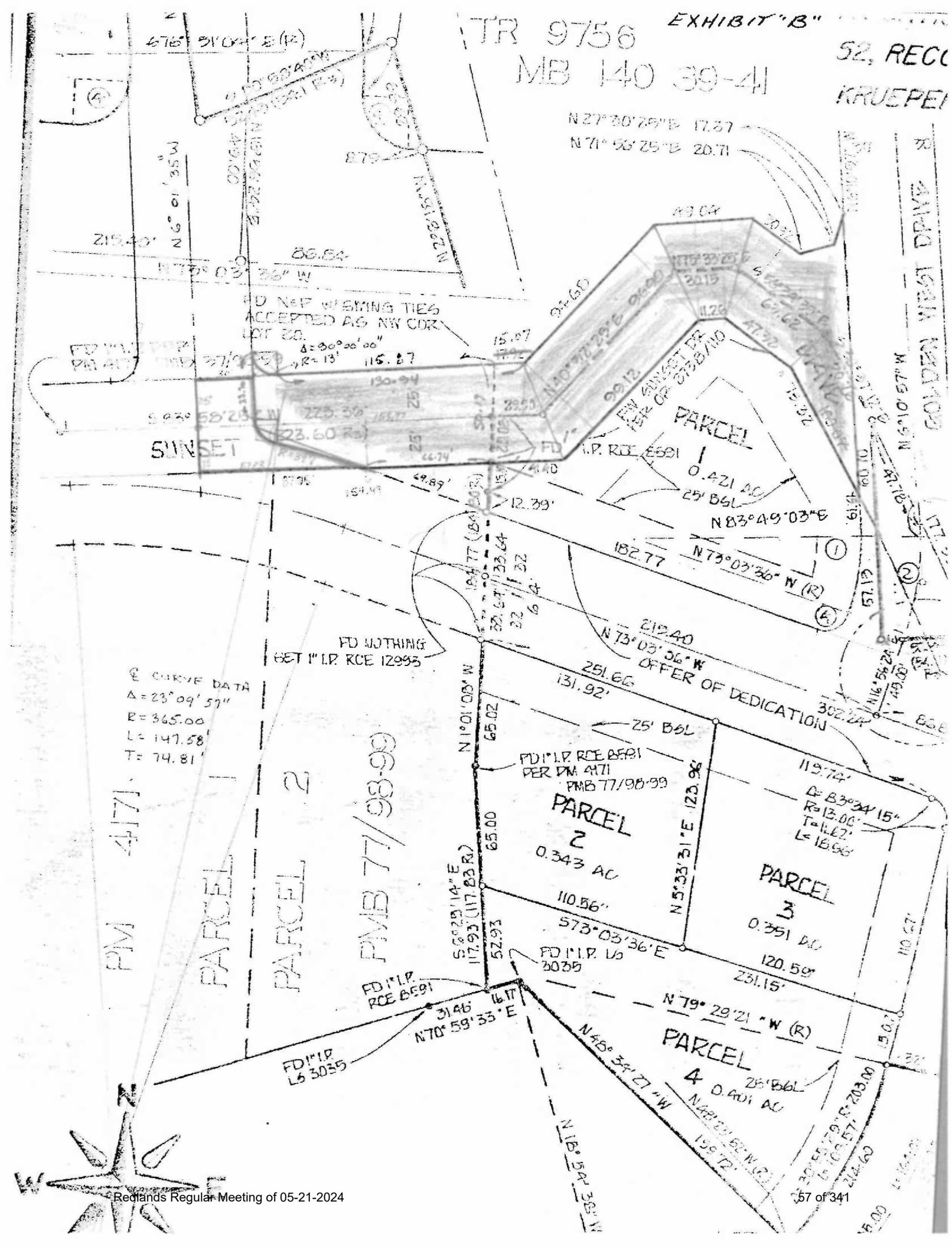
1. Basis of Be...

CURVE DATA

EXHIBIT "B"

That portion of Sunset Drive as shown on Parcel Map 4229 recorded in Book 42 of Parcel Maps, Page 84 in the office of the County Recorder, County of San Bernardino, State of California described as follows:

BEGINNING at the intersection of the Westerly boundary line of said Parcel Map 4229 with the Southerly right-of-way line of Sunset Drive; thence South 83° 58' 25" West, 66.74 feet to a point on a curve, said point having a radial which bears South 16° 56' 24" West, said curve being concave southwesterly and having a radius of 397.00 feet; thence northwesterly along said curve through a central angle of 7° 22' 10", an arc distance of 51.06 feet to a point of reverse curve concave northeasterly and having a radius of 13.00 feet; thence westerly and northerly along said curve through a central angle of 74° 24' 11' an arc distance of 16.88 feet; thence North 06° 01' 35" West, 33.70 feet to the beginning of a tangent curve concave northeasterly having a radius of 13.00 feet; thence southerly and easterly along said curve through a central angle of 90° 00' 00" an arc distance of 20.42 feet to a point of tangency; thence North 83°58' 25" East, 130.94 feet; thence North 40° 32' 25" East, 94.68 feet; thence North 75° 33' 25" East, 49.04 feet; thence South 56° 34' 35" East, 30.92 feet; thence North 71° 56' 25" East, 20.71 feet; thence North 27° 30' 25" East, 17.37 feet to its intersection with the west right-of-way line of Golden West Drive; thence southeasterly along the southeasterly prolongation of said west right-of-way line of Golden West Drive to its intersection with the southerly right-of-way line of said Sunset Drive; thence North 30° 37' 12" West, 75.32 feet; thence North 56° 34' 35" West, 47.32 feet; thence South 75° 33' 25" West, 11.26 feet; thence South 40° 32" 25" West, 99.12 feet; thence South 83° 58' 25" West, 41.40 feet.


EXHIBIT "B"
TR 9756
MB 140 39-41
PARCEL 1
0.421 AC
PARCEL 2
0.343 AC
PARCEL 3
0.351 AC
PARCEL 4
0.401 AC
SUNSET
OFFER OF DEDICATION
PM 4171
PARCEL 2
PMB 77/98-99
FD NAIL W/ SHINER TIES ACCEPTED AS NW COR LOT 20
FD NOTHING SET 1" I.P. RCE 12995
FD 1" I.P. RCE 8591 PER PM 4171 PMB 77/98-99
FD 1" I.P. RCE 8591
FD 1" I.P. LS 3035
N 73° 03' 36" W (R)
N 79° 29' 21" W (R)
N 48° 34' 27" W
N 18° 54' 38" E
N 73° 03' 36" W
N 1° 01' 08" W
S 5° 33' 31" E 123.86
S 73° 03' 36" E
N 70° 59' 33" E
N 83° 49' 03" E
182.77
219.40
251.66
131.92'
110.56"
120.59"
231.15'
119.74'
65.02
65.00
52.93
31.46'
16.17'
12.39'
99.12'
130.94'
223.36'
115.87'
86.84'
219.40'
N 0° 01' 35" W
S 89° 58' 25" E
N 27° 30' 29" E 17.37
N 71° 56' 25" E 20.71
N 40° 37' 29" E 96.00
Δ = 90° 00' 00"
R = 13'
Δ = 23° 09' 57"
R = 365.00
L = 147.58'
T = 74.81'
Δ = 83° 34' 15"
R = 13.00'
T = 11.42'
L = 18.96'
R = 203.00'
25' B&L
FD 1" I.P. RCE 8591
PER DM 4171
PMB 77/98-99
FD 1" I.P. LS 3035
FD 1" I.P.
RCE 8591
FD 1" I.P.
L.S. 3035
KRUEPER
52, RECO
GOLDEN WEST DRIVE
N 19° 10' 57" W

RECORDING REQUESTED BY:
FIDELITY NATIONAL LAW GROUP

WHEN RECORDED MAIL TO:
Mary A. Lazaran, Esq.
Fidelity National Law Group
601 S. Figueroa Street, Suite 4025
Los Angeles, CA 90017

MAIL TAX STATEMENTS TO:
Prashanth G. Gowda, Truste
Nandini N. Gowda, Trustee
665 East Sunset Drive North
Redlands, CA 92373

APN: 0176-481-01 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DOCUMENTARY TRANSFER TAX IS $0.00
Computed on full value of property conveyed, or
Computed on full value less liens and encumbrances
Unincorporated area x City of Redlands
Exempt from Documentary Tax – R&T 11926(d)**

For valuable consideration, receipt of which is hereby acknowledged,

The City of Redlands

hereby REMISE(S), RELEASE(S) AND QUITCLAIM(S) to

Prashanth G. Gowda and Nandini N. Gowda, Trustee or their successor trustees under the GOWDA LIVING TRUST dated September 27, 2016, and any amendments thereto

the following described real property in the city of Redlands, County of San Bernardino, State of California:

Please see attached Exhibits A and B.

** THE RECORDING IS NOT FOR CONSIDERATION BUT FOR THE PURPOSE OF ADJUSTING THE BOUNDARY LINES PER THE CITY OF REDLANDS' SUMMARY VACATION OF EASEMENT GRANTED BY DEED RECORDED ON MARCH 23, 1951 IN BOOK 2728, PAGE 110 OF OFFICIAL RECORDS OF THE CITY OF REDLANDS.

Dated: _____ _____
Mayor, City of Redlands

Dated: _____ _____
City Clerk, City of Redlands

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GOWDA PROPERTY

AFFECTED BY

LUKEI DEED

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF DEED FROM LUKEI TO THE CITY OF REDLANDS RECORDED IN BOOK 2738, PAGE 110, OFFICIAL RECORDS CONTAINED WITHIN THE BOUNDARY OF,
PARCEL 1 OF PARCEL MAP NO. 4229, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGE 84 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

.

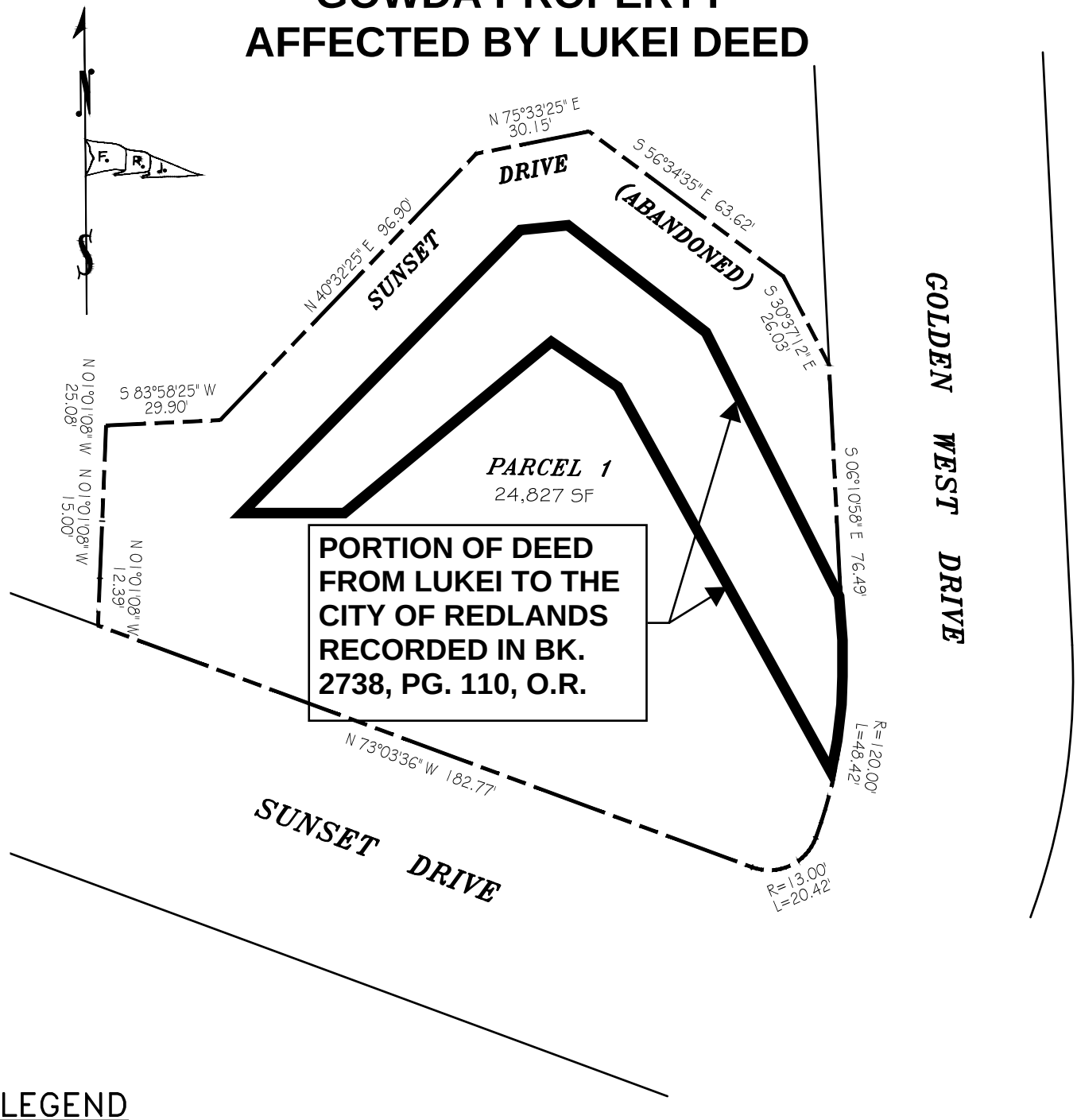
SEE EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DECSRIPTION BY REFERENCE HEREIN.

2-20-2023



SHEET 1 of 1
SCALE: 1" = 40'

EXHIBIT B
GOWDA PROPERTY
AFFECTED BY LUKEI DEED



PORTION OF DEED FROM LUKEI TO THE CITY OF REDLANDS RECORDED IN BK. 2738, PG. 110, O.R.

LEGEND

PROPERTY LINE

PLANS PREPARED BY:

RICK (FREDERICK) JONES JR.

www.LandReportsCo.com
818-261-7425
RICKJONES@LANDREPORTSCO.COM

RICK (FREDERICK) JONES JR.
PLS 5458

2-20-2023
DATE

PROFESSIONAL LAND SURVEYOR · FREDERICK R. JONES JR. · No. 5458 · LICENSE · STATE OF CALIFORNIA ·

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 _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ **(Seal)**

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 _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ **(Seal)**

RECORDING REQUESTED BY:
FIDELITY NATIONAL LAW GROUP

WHEN RECORDED MAIL TO:
Mary A. Lazaran, Esq.
Fidelity National Law Group
601 S. Figueroa Street, Suite 4025
Los Angeles, CA 90017

MAIL TAX STATEMENTS TO:
Prashanth G. Gowda, Truste
Nandini N. Gowda, Trustee
665 East Sunset Drive North
Redlands, CA 92373

APN: 0176-481-01 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DOCUMENTARY TRANSFER TAX IS $0.00
Computed on full value of property conveyed, or
Computed on full value less liens and encumbrances
Unincorporated area x City of Redlamds
Exempt from Documentary Tax – R&T 11925(d)**

For valuable consideration, receipt of which is hereby acknowledged,

The City of Redlands

hereby REMISE(S), RELEASE(S) AND QUITCLAIM(S) to

Prashanth G. Gowda and Nandini N. Gowda, Trustee or their successor trustees under the GOWDA LIVING TRUST dated September 27, 2016, and any amendments thereto

the following described real property in the city of Redlands, County of San Bernardino, State of California:

Please see attached Exhibits A and B.

** THE RECORDING IS NOT FOR CONSIDERATION BUT FOR THE PURPOSE OF ADJUSTING THE BOUNDARY LINES PER CITY OF REDLANDS RESOLUTION 3909 RECORDED JULY 9, 1986 AS DOCUMENT NO. 86-180383.

Dated: _____ _____
Mayor, City of Redlands

Dated: _____ _____
City Clerk, City of Redlands

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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 _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ **(Seal)**

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 _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ **(Seal)**

EXHIBIT A

SUNSET DRIVE QUITCLAIM

GOWDA PORTION

LEGAL DESCRIPTION

THAT PORTION OF SUNSET DRIVE AS SHOWN ON PARCEL MAP 4229 RECORDED IN BOOK 42 OF PARCEL MAPS, PAGE 84 IN THE OFFICE OF THE COUNTY RECORDER, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 OF SAID PARCEL MAP NO. 4229, BEING A STRIP OF LAND, 25.00 FEET WIDE, AT RIGHT ANGLES, LYING SOUTHERLY OF AND ADJACENT TO, THE FOLLOWING DESCRIBED LINE, SAID STRIP ALSO BEING A PORTION OF THE SOUTHERLY HALF OF SUNSET DRIVE PER SAID MAP, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID PARCEL MAP 4229 WITH THE SOUTHERLY RIGHT-OF-WAY OF SUNSET DRIVE, 50 FEET WIDE, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP NORTH 01° 01’ 08” WEST 25.08 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF SAID SUNSET DRIVE; THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID CENTERLINE, NORTH 83° 58’ 25” EAST 29.90 FEET; THENCE NORTH 40° 32’ 25” EAST 96.90 FEET; THENCE NORTH 75° 33’ 25” EAST 30.15 FEET; THENCE SOUTH 56° 34’ 35” EAST 63.62 FEET; THENCE SOUTH 30° 37’ 12” EAST 26.03 FEET, MORE OR LESS, TO THE WESTERLY LINE OF GOLDEN WEST DRIVE 60.00 FEET WIDE, AS SHOWN ON SAID PARCEL MAP. SAID STRIP OF LAND IS TO BE SHORTENED OR LENGHTENED SO AS TO END AT THE PROLONGATIONS OF THE WESTERLY AND EASTERLY LINES OF SAID PARCEL 1.

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS LEGAL DESCRIPTION BY REFERENCE HEREIN.

SAID LAND CONTAINS 6,409 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DECSRIPTION BY REFERENCE HEREIN.



10-122023

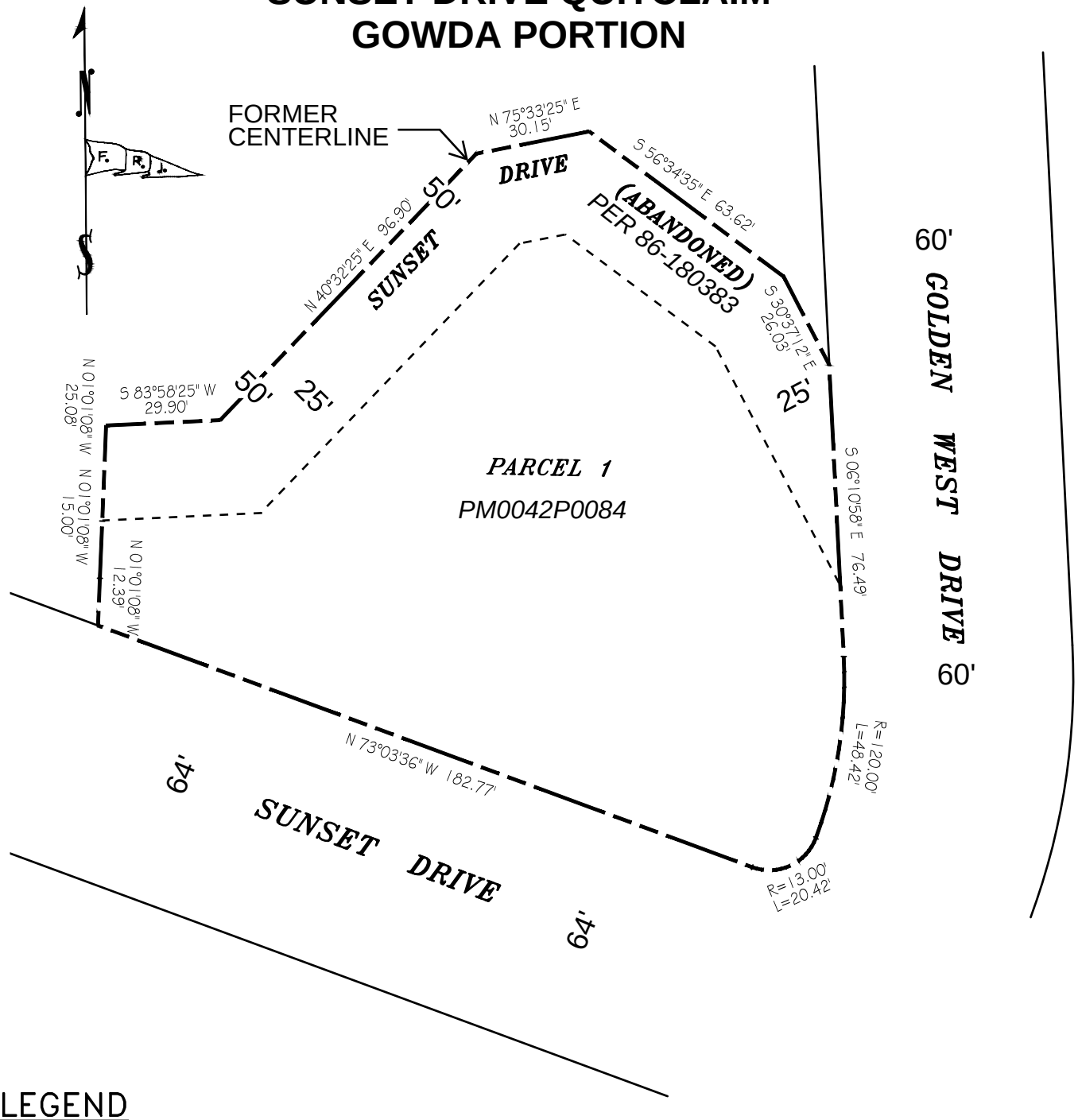


Assessor's Parcel Number: 0176-481-01-0-000

f **1**

SHEET 1 of 1
SCALE: 1" = 40'

EXHIBIT B
SUNSET DRIVE QUITCLAIM
GOWDA PORTION



LEGEND

PROPERTY LINE

PLANS PREPARED BY:

RICK (FREDERICK) JONES JR.
www.LandReportsCo.com
818-261-7425
RICKJONES@LANDREPORTSCO.COM

RICK (FREDERICK) JONES JR.
PLS 5458

10-12-2023
DATE

PROFESSIONAL LAND SURVEYOR · FREDERICK R. JONES JR. · No. 5458 · LICENSE · STATE OF CALIFORNIA ·

RESOLUTION NO. 8588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT EXCESS PUBLIC ROAD RIGHT-OF-WAY LOCATED OVER AN EXISTING SINGLE-FAMILY RESIDENTIAL PROPERTY LOCATED AT 665 EAST SUNSET DRIVE NORTH IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES, AND ORDERING A SUMMARY VACATION (STREET VACATION NO. 192)

WHEREAS, Rick Jones, PLS (Applicant), the authorized representative for the property owner, has requested the summary vacation of a portion of excess, undeveloped right-of-way totaling approximately 4,000 square feet in area, located on a residential property with an existing single-family home at 665 E. Sunset Drive North (APN: 0176-481-01-0000); and

WHEREAS, the City of Redlands is the owner of an easement granted by deed recorded on March 23, 1951 in Book 2728, Page 110 of Official Records of the City of Redland contained within the boundary of Parcel 1 of Parcel Map No. 4229, in the City of Redlands, County of San Bernardino, State of California, as per map recorded in Book 42, Page 84 of Parcel Maps, in the office the County Recorder of said County; and

WHEREAS, the City of Redlands is the owner of an easement contained within the area of a portion of right-of-way that was previously abandoned per City of Redlands Resolution No. 3909 and recorded on July 9, 1986, as Document No. 86-180383; and

WHEREAS, the City of Redlands is authorized to vacate all or part of a public street or public service easement within the City pursuant to the Public Streets, Highways, and Service Easements Vacation Law (California Streets & Highways Code, Section 8300 et. seq.); and

WHEREAS, pursuant to Section 8331 of the California Streets & Highways Code, the City may summarily vacate a street if the street or highway has been impassable for vehicular travel and no public money was expended for maintenance on the street during such period, and the proposal meets this criteria; and

WHEREAS, pursuant to Section 8334(a) of the California Streets & Highways Code, the City may summarily vacate excess right-of-way of a street not required for street purposes, and the proposal meets this criteria; and

WHEREAS, in accordance with Section 8334.5 of the California Streets & Highways Code, the street may be summarily vacated if there are no in-place public utility facilities that are in use that would be affected by the vacation, and the proposal meets this criteria; and

WHEREAS, the proposal qualifies for exemption from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any significant environmental effects; and

WHEREAS, the City has determined that the City Engineer (or other City official deemed appropriate or otherwise authorized by City) shall be authorized to (a) sign all documentation necessary to vacate and quitclaim said excess right-of-way and easements, and (b) cause such documentation to be recorded in the Official Records; and

WHEREAS, on March 12, 2024, the Planning Commission held a public meeting on the proposal, and found that the vacation of the excess right-of-way would be in conformance with the City of Redlands 2035 General Plan; and

WHEREAS, on May 21, 2024, the City Council held a public meeting on the proposed summary vacation, and considered all testimony provided by the applicant and any other persons interested on the proposed vacation.

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

SECTION 1. The proposed vacation of said portion of alley right-of-way, located at 665 E. Sunset Drive North, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 2. The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 4 of the Streets & Highways Code of the State of California, hereby orders the summary vacation of approximately 4,000 square feet of excess right-of-way, as more specifically described in Exhibit "A" and "B" attached hereto and made a part hereof, based upon the following determinations:

A. For a period of five consecutive years or more, the subject segment of public right-of-way has been impassible for vehicular traffic.

B. No public money has been expended for maintenance of the subject segment of public right-of-way during the period it has been impassible.

C. In accordance with Streets & Highways Code Section 892, the subject segment of public right-of-way is not useful as a motorized or non-motorized transportation facility; and

D. The subject segment of public right-of-way is excess and unnecessary right-of-way for street or highway purposes.

SECTION 3. The City Engineer (or other City official deemed appropriate or otherwise authorized by City) is hereby authorized to and shall sign all documentation necessary to effect the vacation of the subject excess right-of-way, at which time the subject excess right-of-way shall be vacated and no longer constitute a street, highway, or public service easement.

SECTION 4. This resolution shall take effect immediately following the recordation of this Resolution by the San Bernardino County Recorder.

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof, held on the 21st day of May, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A
Legal Description
Street Vacation No. 192

[Attached]

Exhibit B
Plat Map
Street Vacation No. 192

[Attached]

GOWDA PROPERTY

AFFECTED BY

LUKEI DEED

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF DEED FROM LUKEI TO THE CITY OF REDLANDS RECORDED IN BOOK 2738, PAGE 110, OFFICIAL RECORDS CONTAINED WITHIN THE BOUNDARY OF,
PARCEL 1 OF PARCEL MAP NO. 4229, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGE 84 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

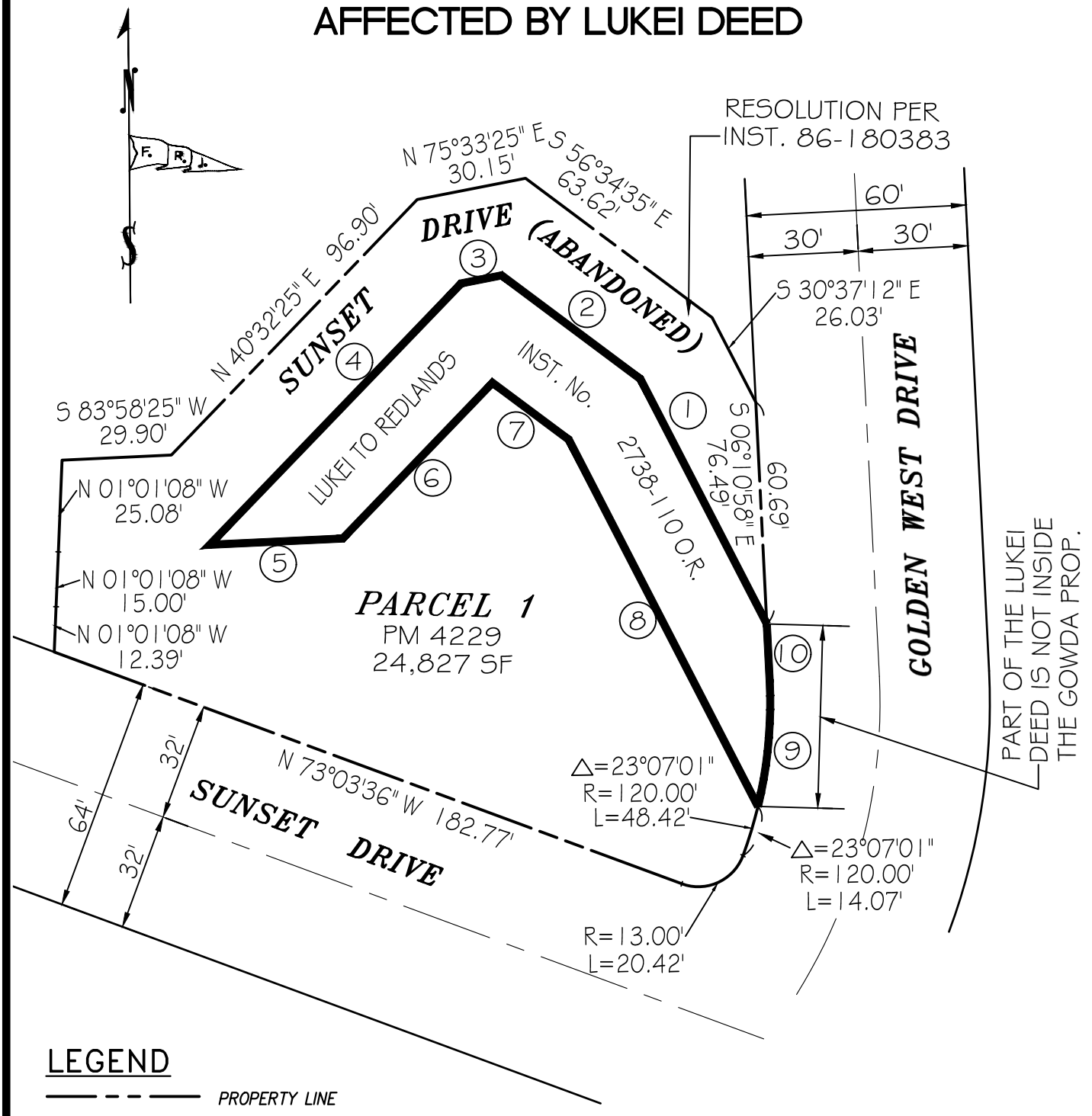
.

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DECSRIPTION BY REFERENCE HEREIN.

2-20-2023



EXHIBIT B
GOWDA PROPERTY
AFFECTED BY LUKEI DEED



LEGEND

PROPERTY LINE

PLANS PREPARED BY:

RICK (FREDERICK) JONES JR.

www.LandReportsCo.com
818–261–7425
RICKJONES@LANDREPORTSCO.COM

Preliminary
08/28/2023 4:24:14 PM

RICK (FREDERICK) JONES JR.
PLS 5458

8-28-23
DATE

PROFESSIONAL LAND SURVEYOR · FREDERICK R. JONES JR. · No. 5458 · LICENSE · STATE OF CALIFORNIA

SHEET 1 OF 2

SCALE: 1" = 40'

EXHIBIT B
GOWDA PROPERTY
AFFECTED BY LUKEI DEED

REFERENCES

R1 - LUKEI DEED INST. No. 86-180383

R2 - PM 4229 PM0042P0084-0084

NUMBER	R1		R2	
	BEARING	DISTANCE	BEARING	DISTANCE
1	N23°34'16"W	75.5'	S30°37'12"E	75.32'
2	N45°25'W	58.64'	S56°34'35"E	47.32'
3	N89°56'W	48.54'	N75°33'25"E	11.26'
4	S29°23'W	135.27'	N40°32'25"E	99.12'
5	N83°57' 30"E (N84°01'E REC)	26.99'	N83°58' 25"E	36.36'
6	N40°31'30"E	98.72'	N40°32'25"E	59.06'
7	N75°32'30"E	11.09'	S56°34'35"E	26.00'
8	S31°23'30"E	95.37'	S30°37'12"E	112.77'
9			Δ=23°07'01" R=120.00'	L=34.35'
10			(S06°10'58"E)*	(15.80')*

* THIS TEXT SHOWN ON PM 4229 IS A TYPOGRAPHIC ERROR.
THE CORRECTED NUMBER IS SHOWN IN PARENTHESIS ON THE MAP

City Council/Financing Authority Meeting **H. 8.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Agreement with Church of Religious Science doing business as CRS Redlands for $180,000, to be paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless, and determine that the agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to determine that approval of the Homeless Resource Services agreement is exempt from environmental review pursuant to Section 15301 of the CEQA Guidelines; and

2. Approve the Homeless Resouce Services Agreement with CRS Redlands.

RECOMMENDATION:

Staff recommends City Council approve the Homeless Resource Services agreement with CRS Redlands and award to provide temporary shelter beds to the homeless population in Redlands. Staff further recommends that the City Council determine that the approval of the agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In response to the challenges posed by unsheltered homelessness, the State of California introduced the Encampment Resolution Funding Program (ERF), overseen by the California Interagency Council on Homelessness. This initiative, part of the Business, Consumer Services, and Housing Agency, aims to provide one-time, competitive grants to support local efforts in addressing homelessness through innovative and humane strategies. The City of Redlands has been granted $4,529,069 from this fund, earmarked for the transformation of lives of those residing in encampments by ensuring their safety, addressing their needs, and facilitating their transition into stable housing.

This comprehensive approach includes a partnership with CRS Redlands, which will play a pivotal role in providing temporary shelter, contributing significantly towards the City's goal of placing 200 individuals into permanent housing by offering hotel/motel room beds on a temporary basis from April 2024 through June 2026. This collaboration underscores a community-centered, data-driven effort to not only meet immediate needs but also to lay down the foundations for long-term housing solutions.

The CRS Redlands will procure and coordinate hotel rooms as needed for clients referred by the City's Homeless Solutions Outreach Teams. Clients will be placed in these hotel rooms on a temporary basis and concurrently enrolled in a permanent housing program. The CRS Redlands team will provide case management and client support services as needed to promote a successful transition to permanent housing. The attached Homeless Resource Services Agreement outlines compensation structure and reporting requirements. The total compensation for the Provider's services is capped at $180,000, with an initial payment of $60,000 upon agreement execution and two subsequent payments of the same amount upon approval of reconciliation reports demonstrating expenditure progress. Monthly reconciliation reports detailing services provided, client identification, dates of service, resource value, and other relevant information are required, alongside additional auditing and reporting obligations specified in the attached exhibits. Any unexpended funds upon termination of the agreement must be returned to the City within 15 days, and if the Provider foresees unspent funds, coordination with the City for potential reallocation to meet service goals is mandated.

ALTERNATIVES:

The City Council may direct staff to find alternative shelter placement options needed to meet the grant milestone requirements.

STRATEGIC PLAN:

Priority B.4 Homelessness

SUBMITTED BY:
Christopher Boatman, Assistant City Manager

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

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

PREPARED BY:
Sandy Munoz, Administrative Assistant II

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	NO
Appropriation Required Y/N:	NO
Amount:	$180,000
Budgeted Y/N:	YES
Account No.:	200120

Discussion:

Grant funds have been budgeted based on award.

Attachments

Agreement
Grant Award
NOFA

HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services providing temporary shelter beds ("Agreement") is made and entered in this 21st day of May, 2024 "Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Church of Religious Science of Redlands, a California nonprofit corporation dba CRS Redlands ("Provider"). City and Provider are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Provider agree as follows:

ARTICLE 1 – ENGAGEMENT OF PROVIDER

1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program ("ERF Grant") and administered by the California Interagency Council on Homelessness ("Cal ICH"). City is a grantee of the ERF Grant.

1.2 City hereby engages Provider to provide homeless resources and services for City by providing temporary shelter beds (the "Services").

1.3 The Services shall be performed by Provider in a professional manner, and Provider 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 Providers in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF PROVIDER

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

2.2 Provider 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. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Provider information in its possession that may reasonably assist Provider in providing the Services.

3.2 City designates David Rabindranath, Homeless Solutions Coordinator, 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 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be from the Effective Date through June 30, 2026, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.

4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement.

4.4 If Provider'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 Provider to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO PROVIDER

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of one hundred eighty thousand dollars ($180,000). City shall pay Provider in the amount of sixty thousand dollars ($60,000) upon execution of this Agreement by all parties so that Services can be expedited to the homeless population. Two additional disbursements of sixty thousand dollars ($60,000) will be made when reconciliation reports have been submitted and approved that show expenditures of eighty-five percent (85%) of the previous distribution.

5.2 Provider shall submit monthly reconciliation reports to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled "Rate Sheet," which is attached hereto and incorporated herein by this reference. Provider's reconciliation reports shall include a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled, "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner.

5.3 Upon termination of Agreement, any unexpended funds shall be returned to the City within 15 days. If at any time during the term of the Agreement, Provider determines or anticipates unexpended funds will be present at termination, Provider is to contact the City in writing and coordinate possible reallocation of funds to ensure service goals of the ERF Grant are met.

5.4 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	PROVIDER
City Clerk	Edward Torres, President
City of Redlands	Church of Religious Science of Redlands
35 Cajon Street	602 Church St
P.O. Box 3005 (mailing)	Redlands, CA 92374
Redlands, CA 92373	President@crsredlands.org
jdonaldson@cityofredlands.org	760-567-3259 – Cell Ed Torres
(909) 798-7531	Fax: 760-359-0235 (Efax)

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Provider for the duration of its performance of the Services. Provider shall not perform any Services unless and until the required insurance listed below is obtained by Provider. Provider 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 Provider is self-insured or exempt from the workers' compensation laws of the State of California. Provider shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

be primary and non-contributing to any insurance or self-insurance maintained by City.

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Provider 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 Provider's Services. Provider 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 Provider agrees it is not a designated employee within the meaning of the Political Reform Act because Provider:

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 Provider must disclose its financial interests, Provider 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 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.

8.2 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.

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

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

8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the

Services. Provider shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.

8.7 Provider shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services in accordance to Exhibit "C" titled, "ERF Grant Reporting" or for any longer period required by law. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.

8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.

8.9 Provider agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace.

8.10 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 Provider.

8.11 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.

8.12 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same

shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

CHURCH OF RELIGIOUS SCIENCE OF REDLANDS dba CRS REDLANDS

By: _____
Edward Torres, President of the Board

By: _____
Holly Bocanegra, Board Secretary

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide temporary shelter beds through procurement of rooms at local hotels/motels for City Homeless Solutions referred clients during transition to permanent housing solutions.

Shelter bed / hotel room shall include the following:

- Occupation of space minimum of 7pm – 7am daily
- Bed
- Access to restroom
- Heating/Cooling
- Access to shower
- Access to food resources or meals.

Provide case management and client support services.

Provider shall make available all rules and guidelines for occupancy to clients at time of check-in.

Provider to maintain current occupancy report of clients and provide to City weekly.

Provider shall procure and coordinate hotel rooms as needed and make available for use by City through Homeless Solutions team referrals and placements only.

EXHIBIT "B"

RATE SHEET

Shelter Bed / Room Nightly Cost Per Client	$60 per night
Staff Hourly Rate (Fully Burdened) for Case Management / Housing Navigation	$28.75 per hour
Supplies / Services Provided Directly to Client	Actual Cost
Admin Cost	5%

EXHIBIT "C"

ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

Record Inspection: Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

Record Retention: The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

PROVIDER

By:_____ Date: _____
Edward Torres, President of the Board

By:_____ Date: _____
Holly Bocanegra, Board Secretary

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10011	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Business, Consumer Services and Housing Agency

CONTRACTOR NAME
City of Redlands

2. The term of this Agreement is:

START DATE
8/24/2023

THROUGH END DATE
3/31/2027

3. The maximum amount of this Agreement is:
$4,529,069.00 (Four Million Five Hundred Twenty Nine Thousand Sixty Nine Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	6
	Exhibit B	Budget Detail and Disbursement Provisions	4
	Exhibit C	State of California General Terms and Conditions	1
+ -	Exhibit D	General Terms and Conditions	10
+ -	Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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
35 Cajon Street, Suite 222	Redlands	CA	92373

PRINTED NAME OF PERSON SIGNING	TITLE
Chris Boatman	Assistant City Manager
CONTRACTOR AUTHORIZED SIGNATURE	**DATE SIGNED**
	7/26/23

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10011	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	Aug 24, 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Encampment Resolution Funding Program
Round 2, Rolling Disbursement (ERF-2-R)
Standard Agreement

EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) **Authority**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Standard Agreement, ERF-2-R is synonymous with "ERF" or "Program"." and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in

Initial Here CB

encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.

(b) "Agency" means the Business, Consumer Services, and Housing Agency.

(c) "Applicant" means a continuum of care or local jurisdiction

(d) "Continuum of Care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) "County" includes, but is not limited to, a city and county.

(g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.

(h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) "Local Jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.

(k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.

(l) "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

"Grantee" is "a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with "Recipient."

Initial Here CS

"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Cal ICH" is synonymous with "Council".

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.
Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4. Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6. Effective Date, Term of Agreement, and Deadlines.

Initial Here CB

Grantees shall complete a Final Work Product (As detailed below in Exhibit A.6.d.) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	City of Redlands
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6th floor Sacramento, CA, 95814	35 Cajon Street, Suite 222 Redlands, CA 92373
CONTRACT COORDINATOR	Jeannie McKendry	David Rabindranath
PHONE NUMBER:	(916) 510-9446	(909) 798 -7655 Ext. 1756
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	drabindranath@cityofredlands.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

Initial Here CB

All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure and Obligation Deadlines:

i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2024.

Initial Here CS

ii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2024, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2024. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.

iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.

iv. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Initial Here

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) **Budget Changes**

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

Initial Here CA

ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6. Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and

Initial Here CB

promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Initial Here CS

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

Initial Here CB

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Initial Here CS

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12. (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any

Initial Here CS

part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. Timing and Format of Reports.

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. Required Data

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research

Initial Here CS

and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.

ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.

iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

Initial Here CB

v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

Initial Here CB

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

i. Grantee's failure to comply with the terms or conditions of this Agreement.

ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

ii. Bar the Grantee from applying for future ERF funds;

iii. Revoke any other existing ERF award(s) to the Grantee;

iv. Require the return of any unexpended ERF funds disbursed under this Agreement;

v. Require repayment of ERF funds disbursed and expended under this Agreement;

vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF

Initial Here CB

vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will

Initial Here CS

result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Initial Here CS

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. Grantee's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation, and employee assistance program; and

   iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i. Will receive a copy of Grantee's drug-free policy statement, and

   ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee 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 Grantee, 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.

Initial Here CB

12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

   i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

   ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

   iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

   iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

Initial Here CB

14) **Inspections**

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Initial Here CJ

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).

3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Initial Here CB

6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Initial Here CS

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
California Interagency Council on Homelessness
500 Capitol Mall, Suite 1850
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

ENCAMPMENT RESOLUTION FUND (ERF-2-R)
REQUEST FOR FUNDS FORM

Contract Number	23-ERF-2-R-10011		
Invoice Number	23-ERF-2-R-10011		
Grantee Name:	City of Redlands	**Expenditure Deadline:**	9/30/2026
Attention to:		**Contact Person:**	David Rabindranath
Address:	35 Cajon Street, Suite 222	**Contact Person Title:**	Homeless Solutions Coordinator
City/State/Zip:	Redlands, CA 92373	**E-mail:**	drabindranath@cityofredlands.org
		Phone No.:	(909) 798 -7655 Ext. 1756

ENCAMPMENT RESOLUTION FUNDING BREAKDOWN

AWARD

Per Health and Safety Code Section 50251 (a), a recipient may use encampment resolution funds for the purpose of ensuring the safety and wellness of people experiencing homelessness in encampments, resolving critical encampment concerns and transition individuals into safe and stable housing, and encouraging a data-informed, coordinated approach to address encampment concerns. Funds shall be spent on resolving the identified, prioritized encampment through activities including, but not limited to, all of the following:

- Rapid Rehousing
- Operating Subsidies
- Street Outreach
- Systems Support
- Delivery of Permanent Housing
- Prevention and Shelter Diversion
- Interim Sheltering
- Improvements to Existing Emergency Shelters
- Administration (up to 5%)

TOTAL: $4,529,069.00

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Christopher Boadman	ACM
Name of Authorized Representative or Signatory	**Title of Authorized Representative or Signatory**
[signature]	7/27/2023
Signature of Authorized Representative or Signatory	**Date**

BCSH USE ONLY

Jeannie McKendry	Grants Development Section Chief
Grant Management Representative Name	**Grant Management Representative Title**
Jeannie McKendry	8/4/23
Signature of Grant Management Representative	**Date**

State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
Gavin Newsom, Governor
Lourdes M. Castro Ramirez, Secretary

9/14/2023

David Rabindranath
City of Redlands
35 Cajon Street, Suite 222,
Redlands, CA 92373

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear City of Redlands:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable. Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,
<Signature on File>
Tiffany Garcia
Deputy Secretary of Fiscal Policy and Administration, Business Consumer Services and Housing Agency



State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY



California
Interagency Council
on Homelessness

Encampment Resolution Funding Program, Round 2, Second Disbursement (ERF-2-R)

Notice of Funding Availability (NOFA)

December 01, 2022

Table of Contents

I. GRANT OVERVIEW 2
A. ERF-2-R Objective 2
B. Authority 2
C. Background 3
D. Eligible Applicants 3
E. Eligible Population to Serve 3
F. Rounds of Funding 3
G. Available Funds 4
H. Key Dates 4
I. Applicant Conference: 5
II. REQUIRED APPLICATION ELEMENTS, EVALUATION CRITERIA, AND PRIORITIZED FACTORS 5
A. Required Application Elements 5
B. Evaluation Criteria 6
C. Prioritized Factors 6
III. ELIGIBLE USES 6
A. Eligible Uses 6
B. Budgets 7
IV. Application 8
A. ERF-2-R Application 8
V. APPLICATION SUBMISSION 10
A. Submission Portal Requirements 10
VI. REVIEW, SCORING, AND AWARD 10
A. Review 10
B. Scoring 11
C. Award 13
D. Appeals 14
VII. PERFORMANCE AND REPORTING 14
A. Performance 14
B. Reporting 14
VIII. Addendum 1: Q&A 15

California Interagency Council on Homelessness (Cal ICH)

Encampment Resolution Funding Program, Round 2, Second Disbursement (ERF-2-R)

Notice of Funding Availability (NOFA)

I. GRANT OVERVIEW

A. ERF-2-R Objective

The Encampment Resolution Funding (ERF) Program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments.

B. Authority

Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.), the Encampment Resolution Funding Program (Program) was established to increase collaboration between the California Interagency Council on Homelessness (Cal ICH), Local Jurisdictions, and Continuums of Care for the following purposes:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to Local Jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The ERF Program was initially authorized in 2021 through Assembly Bill (AB) 140 (Chapter 111, Statutes of 2021), which allocated $50 million for what would become the first round of funding. SB 197 (Chapter 70, Statutes of 2022) amended the program and AB 178 (Chapter 45, Statutes of 2022) allocated an additional $300 million for Round 2 of ERF funding.

C. Background

Cal ICH was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of homelessness in California. Cal ICH's mission is to develop policies and to identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California.

The ERF Program is a 4-year grant program that includes two rounds of funding: $50 million in Fiscal Year (FY) 2021-22 (ERF-1) and $300 million in FY 2022-23 (ERF-2) to provide grants to Local Jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.

The first disbursement from the $300 million of ERF-2 funds was provided to applicants from ERF-1 that satisfactorily met all program requirements but had not been awarded grants due to lack of available funds.

This NOFA is for the remaining $237,301,738 of ERF-2 funds. Applications will be accepted on a rolling basis until June 30, 2023, or until all funds are exhausted, whichever comes first. Up to $150 million will be prioritized for proposals that serve people living in encampments on state right-of-ways.

D. Eligible Applicants

- Local Jurisdiction – means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

- Continuum of Care (CoC) – as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

    - Per statute (AB 178, Budget Act of 2022), Local Jurisdictions have priority to apply for ERF programs on state right-of-ways, over CoC applicants, until a date specified by Cal ICH. If a CoC applies for an ERF proposal located on a state right-of-way before May 1, 2023, the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that identifies the prioritized encampment and confirms that the CoC has communicated with each Local Jurisdiction and that no Local Jurisdiction intends to apply for ERF-2-R funds for the prioritized encampment.

E. Eligible Population to Serve

ERF-2-R funds may only be used for proposals that connect people experiencing homelessness in encampments to interim shelter with clear pathways to permanent housing or place people directly into permanent housing.

F. Rounds of Funding

- ERF-1 is Round 1 of the Encampment Resolution Funding Program. It featured one disbursement totaling $48 million to 19 jurisdictions.

- ERF-2 is Round 2 of the Program. It features at least two disbursements.

- ERF-2's first disbursement (ERF-2-L) was made available to jurisdictions that applied for ERF-1, satisfactorily met all applicable program requirements, but did not receive awards due to lack of available funds. $47.7 M was awarded to eight jurisdictions (ERF-2-L indicates a *lookback* to unfunded ERF-1 applicants).

- ERF-2's second disbursement (ERF-2-R) is made available through this NOFA (ERF-2-R indicates a *rolling* application process).

G. Available Funds

- Up to $237,301,738 are available for award through ERF-2-R.

  - Applications will be accepted on a rolling basis until June 30, 2023, or until funds are exhausted, whichever is sooner.

  - Pursuant to the Budget Act of 2022 (Section 20 of AB 178), up to 50 percent of the $300 million authorized for ERF-2 shall be prioritized for Local Jurisdictions with proposals that address encampments on state right-of-ways and that meet priority criteria established by Cal ICH in consultation with the Department of Transportation.

H. Key Dates

The rolling Application Window will open upon the release of this NOFA and the accompanying ERF-2-R application on December 1, 2022, and will remain open until June 30, 2023, or until all program funds have been exhausted, whichever comes first. Applications will be reviewed in batches as illustrated in the table and diagram below. Applications for projects on state right-of-ways will be prioritized in this review process.

If a CoC applies for an ERF proposal located on a state right-of-way (SROW) before May 1, 2023 (during Application Window #1 or #2), the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that identifies the prioritized encampment and confirms that no Local Jurisdiction intends to apply for funding for the prioritized encampment.

Table, ERF-2-R Events	Responsible Party	Date(s)
NOFA Release Date	Cal ICH	12/01/2022
Application Release Date	Cal ICH	12/01/2022
Application Window #1	Applicant	12/1/2022 - 2/28/2023
Application Window #2 Review and Award Window #1 Applications	Applicant Cal ICH	3/1/2023 - 4/30/2023
Letter of Local Acknowledgement No Longer Required for CoC Applications on SROW	Applicant	5/1/2023
Application Window #3 Review and Award Window #2 Applications	Applicant Cal ICH	5/1/2023 - 6/30/2023
Review and Award Window #3 Applications	Cal ICH	7/1/23 - 8/31/23
Deadline to **Expend** 50 Percent of Allocation	Applicant	6/30/2024
Deadline to **Obligate** 100 Percent of Allocation	Applicant	6/30/2024
Deadline to **Expend** 100 Percent of Allocation	Applicant	6/30/2026

Diagram, Application Window and Review									
	2022 DEC	2023 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Application Window 1									
Review of Window 1 Applications									
Application Window 2									
Review of Window 2 Applications									
Application Window 3									
Review of Window 3 Applications									

I. Applicant Conference:

General questions may be submitted by email to calichgrants@bcsh.ca.gov, with a heading "ERF-2-R" for the duration of the rolling application period. Please know that Cal ICH will likely respond to any inquiries through **official channels that are directed to the entire eligible applicant pool** (i.e., Applicant Conference, FAQ, or if necessary, an addendum to this NOFA). A non-mandatory Applicant Conference is a space for Cal ICH to walk through the application and submitted questions and answer live questions, as time permits. This conference will last an hour and is for informational purposes only. Attendance is voluntary and the conference will be recorded and posted on Cal ICH's website for viewing as your schedule permits.

To have your question answered in the Applicant Conference, please email questions to calichgrants@bcsh.ca.gov with subject line: ERF-2-R by 5pm 12/21/2022.

Conference date and time: 1/05/2023 @ 10:00 – 11:00 AM Pacific Time

Register in advance for this webinar:
(https://us06web.zoom.us/webinar/register/WN_vHuyirIjTgKzNwIC170QzQ).

Applicant Conference Agenda:
- Welcome and Introduction
- NOFA Overview
- Answer Questions Submitted to Cal ICH
- Live Questions (as time permits)

II. REQUIRED APPLICATION ELEMENTS, EVALUATION CRITERIA, AND PRIORITIZED FACTORS

A. Required Application Elements

Eligible applicants must submit an Application in a form and manner specified by Cal ICH; the Application must include minimum elements as described in HSC Section 50252.1(c)(4). The Application made available through the Cognito Submission Portal includes all the minimum elements.

B. Evaluation Criteria

In determining which Applications to fund, Cal ICH shall evaluate and score proposals based on specific criteria as described in HSC Section 50251(c)(2). These specific criteria are operationalized through and located in the ERF-2-R Scoring Matrix at Section VI.A and B of this NOFA.

C. Prioritized Factors

In accordance with HSC Section 50252.1(c)(5), in awarding grants, funding shall be prioritized for both of the following:

- Applications that demonstrate cross-systems collaboration, including collaborations with state and federal entities, and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

- Applications that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.

III. ELIGIBLE USES

A. Eligible Uses

Applicant's program design and objective and their proposed eligible uses must advance ERF-2-R's objective, which is set forth at Section I.A of this NOFA. Proposal design may include any combination of the following ten Eligible Use categories:

Eligible Use Category	Non-Exhaustive List of Eligible Activities Applied to the Eligible Population
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Operating Subsidies	Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
Street Outreach	Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
Services Coordination	Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support	Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
Delivery of Permanent Housing	Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.
Prevention and Shelter Diversion	Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.
Interim Sheltering	Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.
Improvements to Existing Emergency Shelters	Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
Administrative Costs	Administrative costs incurred by the city, county, continuum of care, to administer its program allocation. **Up to 5% of grant funds may be applied to administrative costs.**

Site restoration is not a permitted Eligible Use for ERF-2-R funds.

B. Budgets

Applicants must use the standardized budget template available at Box.com: (https://dca.app.box.com/s/3hil5rn8zp4g4q91r619fjlt2lrc6qvl) Where necessary, applicants may modify the budget template.

These budgets will be submitted through the Cognito submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF2RApplication).

Applicants must demonstrate a reasonable effort to correctly categorize their budgets into the appropriate Eligible Uses. Additionally, if one larger proposal may fall within two or more Eligible Use categories, applicants should split up the line item so that Cal ICH staff can track and better understand proposal components.

IV. APPLICATION

A. ERF-2-R Application

The ERF-2-R Application is a questionnaire style survey and has three required parts. A submitted Application that deviates from the following requirements may be considered nonresponsive and may be disqualified from the evaluation.

1. Part 1: Administrative Information

Requires the applicant to provide information pertaining to jurisdiction type, implementing organization, and contacts.

2. Part 2: Proposal Overview

Requires the applicant to provide information on three main areas:

a) People Served: including metrics on how many people are living in the prioritized encampment and how many people are proposed to be served.

b) Encampment Information: including a description of the people living in the prioritized encampment, the physical characteristics of the encampment, why the site and the people residing there are being prioritized, and whether the encampment is located entirely or partially on a state right-of-way. This includes:

- **Attachment, Map:** Applicants must submit a map of the encampment site proposed to be served with ERF-2-R funds.

- **If applicable, Attachment, Caltrans Letter of Support:** Projects entirely or partially on a state right-of-way must include a Letter of Support from Caltrans.
  - This letter must include confirmation from Caltrans that they are aware of and in support of the ERF project, including the projected timeline, and that they will only take action on that encampment site in collaboration with and with at least two weeks-notice to the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed.
  - This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee.
  - This letter may also include Caltrans role in the proposal and what Caltrans resources are being leveraged.

c) Proposal's Outcomes: including a description of the proposal's planned outcomes, activities to support meeting these outcomes, and how the applicant will measure their progress.

3. *Part 3: Implementation*

Requires the applicant to provide details around proposal implementation around five key areas:

a) Centering People: includes data, evidence, etc. that informed the proposal's design, how input from people with lived expertise was meaningfully incorporated into the proposal, the proposal's adherence to Housing First, the proposal's delivery of trauma informed housing services and supports, as well as how the proposal will prioritize the dignity, health and safety of people experiencing homelessness in the encampment.

b) Core Service Delivery and Housing Strategies: including the proposed outreach strategies and/or service coordination for the persons experiencing homelessness while they continue to reside in the encampment, the proposed living situations immediately following the encampment, displacement mitigation strategies, commitment and ability to deliver permanent housing, service pathways to permanent housing, and strategies to mitigate returns to unsheltered homelessness.

c) Budget and Resource Plan: including the total amount of ERF-2-R funds requested, the amount and description of non-ERF resources that will support the proposal, and an explanation for how the requested amount was determined based on the number of people served and the housing options provided. This includes:

- **Attachment, Standardized Budget**: Applicants must use the standardized budget template available at Box.com: (https://dca.box.com/s/3hil5rn8zp4g4q91r619fjlt2lrc6qvl). Where necessary, applicants may modify the budget template. For guidance on Eligible Uses and categorization, *see* Eligible Uses in Section III.A.

d) Key Entities and Staff: including the experience and qualifications for the implementing organization and key partners, evidence of collaboration between Local Jurisdiction(s) and the CoC, as well as identification of the primary parties with rights to and/or control of the property upon which the encampment resides (Caltrans, Union Pacific, private landowner, etc.) and their shared understanding of and commitment to the implementation of the proposal. For proposals on state right-of-ways, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline.

- **If applicable, Attachment, Letter of Local Acknowledgement**: Local Jurisdictions have priority to apply for ERF programs on state right-of-ways. If a CoC is applying for an ERF project for an encampment that is entirely or partially on a state right-of-way before May 1, 2023, the CoC must include a Letter of Local Acknowledgment from each overlapping jurisdiction. This letter must confirm that the applicant has communicated with each overlapping Local Jurisdiction and that no overlapping jurisdiction intends to apply for ERF-2-R funds for this particular encampment.

e) Accelerated Timeline: including how your community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site and proposal milestones. This includes:

- **Attachment, Timeline**: Applicants must use the standardized timeline template for the appropriate application window available at Box.com:
  - Timeline for Application Window 1 (through February 28, 2023) (https://dca.box.com/s/44esrb8roe0pc3lmm3y7h1v4qkja8qbk)
  - Timeline for Application Window 2 (through April 30, 2023) (https://dca.box.com/s/mn0oepvjshisp6asdg32g0duxfhy0phy)
  - Timeline for Application Window 3 (through June 30, 2023) (https://dca.box.com/s/kl1r5ndssno0uygi66sz7b4zooweolts)

V. APPLICATION SUBMISSION

A. Submission Portal Requirements

Applicants will utilize the Cognito submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF2RApplication).

Applications will be accepted on a rolling basis beginning on December 1, 2022, until June 30, 2023, or until all funds have been exhausted, whichever occurs first. As detailed above in the Key Dates table, this rolling application period will span three possible application submission windows. Complete applications submitted and received by 5:00 p.m. on the last day of the corresponding application window, will be reviewed and evaluated as a batch for that window. Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window. Because Cal ICH does not have control over the platform's timing apparatus and uploading speed, and to mitigate for unforeseen occurrences, applicants are strongly encouraged to submit by noon on the last day of the corresponding application window. For example, applications submitted during application window #1 for the period of December 1, 2022 through February 28, 2023, must be submitted no later than 5:00 p.m. on February 28, 2023, and applicants are encouraged to submit by noon on that day to mitigate any unforeseen occurrences in the Cognito application portal. Applicants are permitted to submit a "test" submission at a time of their choosing to familiarize themselves with the Application and the Cognito platform. The Cognito platform will instruct applicants how to navigate this process.

VI. REVIEW, SCORING, AND AWARD

A. Review

Phase 1 – Administrative Review: Applications will be reviewed and evaluated for completeness of NOFA specifications, including checking that the application was submitted on behalf of an eligible applicant. In this review stage, reviewers will compare the contents of each application to ensure that all required items are populated and / or received. Applications that are not complete or do not contain all the required items and attachments will be considered non-responsive and may be disqualified from the evaluation.

Phase 2 – Scoring Review: Cal ICH and/or its designee will convene an evaluation panel of three qualified individuals who have knowledge and experience of the state grantmaking process and subject matter of the Program (Evaluation Panel). The Evaluation Panel will review and score applications in accordance with the ERF Scoring Matrix below. This panel will produce an application's average score. Applications eligible for funding must score an average of at least 70 of the possible 100 points. In addition to receiving an average total score of at least 70, all applicant scores must average no less than the minimum scoring threshold for each of the following sections:

1) People Served and Encampment Information (must receive 3 out of the 5 possible points)
2) Proposal's Outcomes (must receive 10 out of the 15 possible points)
3) Centering People (must receive 16 out of the 20 possible points)
4) Core Service Delivery and Housing Strategies (must receive 11 out of the 15 possible points)
5) Budget and Resource Plan (must receive 10 out of the 15 possible points)
6) Key Entities and Staff (must receive 10 out of the 15 possible points)
7) Accelerated Timeline (must receive 10 out of the 15 possible points)

B. Scoring

The Evaluation Panel will review and consider the totality of the information in the Application when determining whether the Application satisfies the minimum scoring threshold. However, applicants should respond to each Application criteria in the proper Application section to ensure all requirements are met.

ERF-2-R Scoring Matrix	
Proposal Overview	**Factors that satisfy minimum scoring threshold:**
People Served and Encampment Information *(Must receive 3 out of the 5 possible points)*	• Clearly describes the characteristics and demographics of the people living in the prioritized encampment and the physical aspects of the encampment including location, size of area, types of structures onsite, and vehicles present. • Makes a logical and compelling case for why the identified encampment site is being prioritized.
Proposal's Outcomes *(Must receive 10 out of the 15 possible points)*	• Proposal's outcomes meaningfully align with ERF-2-R's objective (set forth at Section I.A of this NOFA). • Outcomes are specific, measurable, realistic, and time-based. • Logically describes how progress will be measured and outcomes achieved. • Applicant demonstrates an above average likelihood of achieving the Proposal's Outcomes.

Implementation	Factors that satisfy minimum scoring threshold:
Centering People *(Must receive 16 out of the possible 20 points)*	• Uses well-informed analyses or the perspectives of people with lived experience of homelessness to inform the proposal's decisions, processes, and actions which should advance the wellbeing of people experiencing unsheltered homelessness in the identified encampment. • Aligns with and exemplifies Housing First approaches. • Provides trauma informed services and supports, operationalizes harm reduction, and centers an individual's choice and preferences. • Prioritizes the dignity, health, and safety of people experiencing homelessness in the encampment. • Details the controls in place to not "penalize homelessness."
Core Service Delivery and Housing Strategies *(Must receive 11 out of the possible 15 points)*	• Includes a comprehensive outreach and engagement strategy including case management and service coordination for people currently residing in the encampment. • Details identified interim shelter and permanent housing options and includes a description of how many individuals are projected to be served with each interim and permanent housing solution. • Includes compelling evidence of an applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. Compelling evidence may include identification, availability, and prioritization of permanent housing resources. • Describes how the proposed service delivery model is tailored to meet the needs and preferences of the people residing in the encampment site. • Uses data and input from people with lived experience of homelessness to inform housing and service needs, preferences, and the availability of resources to meet those needs and preferences. • Details strategies likely to prevent displacement from the prioritized encampment to another unsheltered location and prevent returns to unsheltered homelessness. • Details operable plans to support individuals with the storage of their property and care of their pets.
Budget and Resource Plan (*Must receive 10 out of the possible 15 points)*	• Demonstrates a sustainable, prudent, and effective use of requested funding. • Budget aligns with achieving the proposal's outcomes, services and housing options, and number of people served. • Identifies non-ERF-2-R resources that will be leveraged to

	support proposal implementation including coordination of resources from other systems that would increase services and housing options.
Key Entities and Staff *(Must receive 10 out of the possible 15 points)*	• Includes a detailed description of the lead entity that will oversee the implementation of activities in the proposal. Describe lead entity's mission, goals, values, geographic service area and existing efforts related to serving persons living in encampments. • Demonstrates the ability to recruit and deploy personnel with experience and expertise needed to support the success of the proposal. • Demonstrates commitment to cross-systems collaboration with descriptions of key contributions of each organization and local community partners including their experience and expertise in serving persons experiencing unsheltered homelessness with a range of service needs. • Demonstrates collaboration between Local Jurisdiction(s) and the CoC for this proposal. • Demonstrates capacity to carry out the proposal. • Identifies the primary parties with rights to and / or control of the property upon which the encampment resides and their shared understanding of and commitment to the implementation of the proposal. • If the encampment is on a state right-of-way, the proposal describes how the applicant collaborated with Caltrans on their program design, implementation plan, and projected timeline.
Accelerated Timeline *(Must receive 10 out of the possible 15 points)*	• Demonstrates how the community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site. • Demonstrates likelihood of meeting proposal milestones and objectives.

C. Award

After each application window has closed and all applications received during the window have been reviewed and scored, a Notice of Intent to Award shall be posted on the Cal ICH website and shall be sent by email to the proposed awardees.

Once awards have been determined by Cal ICH, a contract packet including the Standard Agreement and Request for Funds Form (RFF) form will be prepared and sent to the grantee. The grantee will return the signed Standard Agreement and RFF. Funds will be disbursed to the grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO). The RFF must include the total amount of funds

proposed for expenditure. Grant funds will be disbursed via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Applications that are denied funding will be provided Evaluation Panel feedback. Applicants are encouraged to incorporate this feedback and reapply in the next Application Window. Projects on state right-of-ways will be prioritized in this feedback process.

D. Appeals

Pursuant to HSC Section 50251(c)(1), Cal ICH's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and is not subject to appeal.

VII. PERFORMANCE AND REPORTING

A. Performance

Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Standard Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

ERF-2-R funds not expended by the 6/30/26 deadline shall be returned to Cal ICH and will revert to the fund of origin.

B. Reporting

The grantee shall submit quarterly reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH. These quarterly reports will include an anonymized person served list illustrating the housing outcomes of each person served by the grantee's ERF program. Grantees may also receive ad hoc requests for information from Cal ICH or its contractors in support of program monitoring, research, and evaluation. Grantees with projects on state right-of-ways may also be required to provide programmatic data to Caltrans.

At the end of the grant period, or upon request by Cal ICH, all grantees shall provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state.

VIII. ADDENDUM 1: Q&A

STATE OF CALIFORNIA – BUSINESS CONSUMER SERVICES AND HOUSING AGENCY
GAVIN NEWSOM, *Governor*

CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS
Encampment Resolution Funding Program, Round 2 (ERF-2-R)
801 Capitol Mall
Suite 601
Sacramento, CA 95814
(916) 651-2895
https://bcsh.ca.gov/calich

January 18, 2023

Encampment Resolution Funding Program, Round 2 (ERF-2-R)
Questions and Answers

ADDENDUM #1

To all Prospective Applicants:
The following questions were submitted by email or asked during the Applicant's Conference on January 5, 2023. The answers that follow are part of the Notice of Funding Availability (NOFA) referenced above and serve as an addendum to the information originally published on Thursday, December 1, 2022.

The answers below provide general direction in direct response to questions submitted for this NOFA and are given without consideration for impact to an applicant's score. Please reference the NOFA for the potential impact on scoring of the applications.

Questions
Application Eligibility and Requirements

1. Can Local Jurisdictions or CoCs that already received ERF awards apply for ERF-2-R? Does prior award affect the likelihood of award of ERF-2-R funds?

   Answer: Yes, ERF-1 and ERF-2-L Grantees are eligible to apply for ERF-2-R funding. Prior awards do not affect the likelihood of receiving an award for ERF-2-R funding.

2. If we can't begin implementation of our proposed ERF project until late summer or early fall of 2023, which window should we apply in?

   Answer: Generally, the award process (including contract execution) takes approximately three to five months from the close of the application period. While grantees are expected to begin implementing their ERF project within 30 days after receiving funding, they will have the opportunity to explain their project timeline in their application and request an extension if necessary.

3. What is the definition of encampment for this Program?

   Answer: Generally, it is up to an eligible jurisdiction to describe the prioritized encampment. While no explicit definition is provided in statute, available HUD resources (see resources and guidance below) frequently refer to people staying in temporary structures that are not intended for long-term, continuous occupancy on an ongoing basis. Furthermore, you'll find the

NOFA focuses on the people experiencing unsheltered homelessness in encampments (See Section I.A. “ERF-2-R Objective” and Section I.E “Eligible Population to Serve”).
HUD Resources: Understanding Encampments of People Experiencing Homelessness and Community Responses, Emerging Evidence as of Late 2018 (huduser.gov)
An encampment typically includes the following:
• A group of people sleeping outside in the same location for a sustained period.
• The presence of some type of physical structures (e.g., tents, tarps, lean-tos).
• The presence of personal belongings (e.g., coolers, bicycles, mattresses, clothes).
• The existence of social support or a sense of community for residents.
Unsheltered Homelessness and Homeless Encampments in 2019 (huduser.gov)

4. Is there a minimum size requirement for how many people must currently reside within an encampment?

   Answer: No, there is no minimum size requirement in this round of funding.

5. How many applications should a jurisdiction submit when considering a project which serves multiple encampments?

   Answer: If multiple encampments are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

6. Is there a limit on how many applications an eligible jurisdiction can submit?

   Answer: There is no limit on the number of applications an eligible jurisdiction may submit. Please see the response to the previous question #5 for considerations of when jurisdictions may want to complete separate applications. Additionally, each funded ERF project will have separate reporting requirements and contracts with Cal ICH. Applicants that are denied may also improve their program design and reapply during a subsequent application window.

7. Can an eligible applicant apply more than once for two different encampments?

   Answer: Yes; however, if multiple encampments are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

8. Can an eligible applicant submit a new application in each application window?

   Answer: Yes.

9. Can one application cover two or more non-contiguous areas?

   Answer: Yes, if multiple encampments are connected by way of the same needs, resources,

services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

10. Will ERF-2-R fund “scatter site” encampments or smaller, scattered, unhoused populations?

    Answer: Generally, it is up to an eligible jurisdiction to describe the prioritized encampment. Please see question #3 above for HUD guidance on what constutes an encampment.

    If multiple encampments are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

    Finally, Cal ICH expects an applicant to describe a current, existing encampment site and to describe the people residing there, their needs, and the proposal to serve, shelter, and house those people. Furthermore, it takes approximately two months for Cal ICH to review applications and make award determinations and another three months to execute a contract and disburse funds. Therefore, sites that are regularly disbanded may not be well-suited to this grant and its timeline. The one exception is for “high return probable” sites on State right-of-ways. CalTrans has identified “high return probable” sites as designated by the local Caltrans Districts are considered the highest priority for the Department to support.

11. Is there a maximum amount of funding jurisdictions can apply for?

    Answer: No, there is no limit on the amount of funding that a Jurisdiction can request; however, Cal ICH encourages eligible Jurisdictions to provide compelling justification for a large ask. We intend to award a variety of projects as directed by Statute and in alignment with the Program’s objectives.

12. Would a single application for funding submitted by Jurisdiction A to serve a project that crosses over into Jurisdiction B but is not part of Jurisdiction B’s own application be viable?

    Answer: Yes, Cal ICH would consider such an application viable, provided the applicant provides evidence of communication and collaboration with their neighboring and/or overlapping jurisdiction(s). Cal ICH will not accept multiple applications for the same encampment, so if an encampment crosses over multiple jurisdictions, these jurisdictions must collaborate and determine who will apply as lead agency over the proposed ERF project.

13. Would Cal ICH support ERF projects dedicated towards encampment management only (e.g., ensuring safety and habitability) to assist those within the encampment?

    Answer: Cal ICH will fund projects that create pathways to or directly connect people to permanent housing. While encampment management services are eligible activities under ERF, in order to be fundable, the project must also include both interim and permanent housing solutions.

14. Can tribes apply independently for ERF-2-R funding?

    Answer: No. Per statute, ERF-2-R eligible applicants include Local Jurisdictions (Counties and Cities of any size) and Continuums of Care; however, tribes and local jurisdictions are encouraged to collaborate and partner whenever possible. Federally Recognized Tribes are encouraged to apply for Tribal HHAP funding, which is flexible in nature and may be used to address unsheltered homelessness in tribal communities.

15. Are other types of crisis intervention programs allowed, such as slope paving to bridge abutment and fencing to deter encampments in close proximity to traffic?

    Answer: Cal ICH authorizes crisis intervention programs under the condition that all associated activities engaged in improve the safety of people residing in encampments as they are being served and navigated towards placement in permanent housing. We encourage eligible applicants looking to deter encamping in close proximity to traffic or dangerous conditions to work with Caltrans to fund these efforts. You may reach out to your local Caltrans Encampment Coordinator for more information on available resources.

16. When will Cal ICH begin reviewing applications?

    Answer: Cal ICH will officially begin ERF-2-R application reviews March 1, 2023, after the Window 1 application deadline, February 28, 2023. Please see the Diagram illustrating the Application Window and Review timelines on page 5 of this NOFA.

17. Is the Program reimbursement-based?

    Answer: No, the ERF-2-R Program is not reimbursement-based. All awardees will receive a check accounting for their total allocation amount upfront.

18. Can several jurisdictions submit a joint application for funding to fund a singular emergency shelter/navigation center?

    Answer: Yes; however, proposals should demonstrate how expenditures will directly support a service and housing pathway for the people proposed to be served. Wherever possible, applicants should leverage funds from other Local, State, Federal, and/or Private sources and demonstrate sustainability.

19. Do character limits within the application include spaces?

    Answer: Yes.

20. Does Cal ICH award partial funding, or decline funding a proposal in its entirety?

    Answer: For the purposes of this Program, Cal ICH will not award partial funding for an application which partially meets the minimum scoring thresholds.

21. To what level of depth should an applicant identify leveraged funding? For example, should the applicant describe services, or should they list all leveraged dollar amounts for permanent supportive housing that clients will transition into?

Answer: In Part 3 of the application *(Core Service Delivery and Housing Strategies)*, eligible applicants should identify and describe the interim shelter and permanent housing resources proposed to support the proposal. In Part 3 (*Budget and Resource Plan)* applicants are encouraged to provide enough detail around their Budget and Resource plan to convey an effective and sufficient amount of information within the confines of the respective 1000-character limit to describe the non-ERF-2-R resources supporting the proposal and explain how their proposal is an effective use of ERF-2-R funds. The required standardized budget will provide a space for eligible applicants to list key funding sources (and associated dollar amounts, ERF and leveraged) which will be used to support implementation of their proposed ERF-2-R projects.

22. Given the 6/30/2026 deadline to expend funds, are Grantees allowed to continue their ERF projects through 6/30/2026 as long as funds are obligated by 6/30/2024?

    Answer: Yes, Grantees are expected to obligate 100% of ERF-2-R funds by 6/30/2024 and expend all funds by 6/30/2026.

23. If a jurisdiction intends to subcontract with non-profits to provide services, does the admin cost maximum apply to the admin cost of the applicant with whom the ERF contract is entered into, or does it extend to the subcontractors as well?

    Answer: For the purposes of this Program, “administrative costs” do not include staff or other costs directly related to implementing activities funded by the Program allocation. It is permissible to include indirect costs in subrecipient budgets, but we recommend that they align with the limit set for Grant Administration of 5%. However, Indirect/Administrative Costs will not be counted toward the 5% cap for grant administration outlined in statute because their purpose is still to support the program rather than administer the grant.

24. Is there any guidance on how a jurisdiction can obligate funds if the jurisdictions that administer the services do so internally rather than contracting with a provider?

    Answer: “Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF-2-R funding. A “similar transaction” as mentioned would include any internal budgets, MOU’s, or estimates for planned purchases/ services. These documents should convey internal costs and budgets, which meet the definition of “obligated”. Grantees, and the subrecipients who receive awards from those Grantees, must obligate 100% of the funds by the statutory deadline of 6/30/2024.

25. How can eligible jurisdictions ensure that individuals being served are offered housing given the long wait for others who are already in the queue?

    Answer: Grantees are encouraged to tap into all available housing, including Homekey projects, vouchers, and any units available through the Coordinated Entry System. Additionally, we encourage jurisdictions to consider costs associated with creating additional units needed to address and prioritize this most vulnerable population.

26. How are obligated and expended defined? If funds are committed, are they considered expended?

    Answer: “Obligate” means that the Grantee has placed orders, awarded contracts, received

services, or entered into similar transactions that require payment using ERF-2-R funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate 100% of the funds by the statutory deadline of 6/30/2024.

"Expend" means all ERF-2-R funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

27. Are all applications submitted within a singular application window prior to the deadline on equal footing, or are applications reviewed and scored in the order they were submitted?

    Answer: Yes, all applications submitted within a singular application window prior to the deadline are on equal footing and are reviewed together, with the exception of projects on State right-of-ways, which will be prioritized.

28. If an ERF-1 or ERF-2-L Grantee's ERF project continues to expand in size due to inflow into the encampment, can the Grantee apply for additional funds to serve individuals at the same ERF site?

    Answer: Yes, in addition to being eligible to apply for ERF-2-R funding, an ERF-1 or ERF-2-L Grantee may apply for additional funds to serve individuals at their ERF encampment site under the circumstances described above.

29. Does an eligible applicant's local governing board need to enact a resolution as part of their application for ERF-2-R?

    Answer: Cal ICH does not require a resolution by a local governing board in order to apply for or accept ERF-2-R funding. If awarded, the ERF-2-R contract must be signed by an official authorized to contract on behalf of the eligible applicant (authorized official).

30. Who should the Authorized Representative be?

    Answer: The Authorized Representative should be the individual with authority to contract on behalf of the awardee.

State Right-of-Way Projects

31. How do I collaborate with Caltrans if I would like to apply to serve an encampment on a State right-of-way?

    Answer: Caltrans has a new division of Homelessness and Encampments Department under the Maintenance Division of Caltrans. The Department's main goal is to keep people experiencing homelessness from sheltering on the State right-of-way.

    Applicants should reach out to the local Caltrans District Encampment Coordinator. This coordinator is responsible for engaging partners to help connect people experiencing homelessness with available shelter and other services and will serve as the primary point of contact.

32. The ERF NOFA indicates that projects entirely or partially on a state right-of-way should have a letter of support signed by the Deputy District Director of Maintenance for the local Caltrans District. How do I get this support letter?

    Answer: For proposals on state right-of-way, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline. Applicants should be working with the local Caltrans District Encampment Coordinator to develop proposals. The Encampment Coordinator can facilitate getting a letter of support from the Deputy Director of Maintenance.

33. How does an eligible jurisdiction determine if an encampment is part of a State right-of-way?

    Answer: Pursuant to Health and Safety Code Section 50250(I), “State right-of-way” means any real property, or interests therein, used for rights of way of any highway in California including all traversable highways which have been adopted or designated as state highways and includes all, or any part, of the entire width of the right-of-way of a state highway, whether or not the entire area is actually used for highway purposes.

    If an applicant needs assistance determining whether a site is on a State right-of-way, they should contact their local Encampment Coordinator.

34. Caltrans has a number of sites where they have removed encampments but that are quickly repopulated by people experiencing homelessness who did not move to more suitable shelter following their displacement from the encampment on the state right-of-way. The area may or may not have people currently occupying the site, but they are likely to return. Can our proposal include areas like this for consideration of an ERF grant?

    Answer: Yes, ERF-2-R prioritizes proposals from local jurisdictions that address encampments on state right-of-way and that meet priority criteria established by Cal ICH in consultation with the Department of Transportation. These sites include areas that may not currently have individuals sheltering there at the time of the application, but that are located on “high return probable sites” as designated by the local Caltrans Deputy District Director of Maintenance or their designee.

35. What types of projects is Caltrans most interested in supporting?

    Answer: Caltrans is interested in helping people experiencing homelessness who frequently shelter on the state right-of-way connect with service providers and transition to safer and more stable shelter and ultimately permanent housing. The department’s main goal is to keep people experiencing homelessness from sheltering on the state right-of-way. Projects that target “high return probable sites” as designated by the local Caltrans District are considered the highest priority for the Department to support. Other proposals that will help deliver immediate emergency shelter capacity and a path to permanent housing, and that result in fewer encampments on our highways will likely be supported by the Department. These projects could include safe camping/safe parking proposals, tiny home projects, navigation centers and other emergency capacity building projects. Funding for street outreach and marketing materials to support these efforts are also considered positive proposal attributes by the Department.

36. What about projects that propose utilizing Caltrans property to locate temporary emergency facilities for providing shelter to people experiencing homelessness?
    Answer: Yes! Governor Newsom issued Executive Order N-23-20 to immediately and urgently provide state government assets to provide shelter and housing for those who are homeless, including state excess land. Please reach out to your local Caltrans Encampment Coordinator to identify any parcels of state land that jurisdictions could use to help provide emergency shelter.

37. If an encampment is located on a state right-of-way, do applicants have to wait until the third application window to apply?
    Answer: No. Local jurisdictions may apply during any application window. CoCs may also apply to serve an encampment on a State right-of-way but must submit a Letter of Local Acknowledgement if applying before May 1, 2023.
    Please note, if an encampment is **not on** a state-right-of way, **any** eligible applicant may apply to serve that encampment during **any** application window.

38. In order to address state right-of-way encampments and city-wide encampments, can an eligible applicant apply for a city-wide program?
    Answer: Generally, and for the purposes of this Program, no. However, if a small City provides justification for serving multiple encampments, including a clear demonstration that they are connected by way of the same needs, resources, services, housing strategies, etc., such an application may be eligible for ERF-2-R funding.

39. Is an encampment located next to a highway, but on a city-owned property (e.g., rest area, bathroom) eligible to be served by ERF-2-R Program funds?
    Answer: Yes, this encampment is eligible to be served by ERF-2-R funds. We recommend reaching out to your local Caltrans Encampment Coordinator to determine whether this encampment is on a State right-of-way, as this will determine required application attachments and influence prioritization.
40. Do encampments need to be contiguous, or could it focus on Caltrans corridors?
    Answer: If multiple encampments located on Caltrans State right-of-way are connected by way of the same needs, resources, services, housing strategies, etc., we encourage a single application which provides clear, strategic, and compelling evidence that supports serving the identified encampments as a larger local project. On the other hand, if the sites are too dissimilar in scope, need, geography, and/or services and housing strategies, it may be more appropriate to submit separate applications.

41. If an eligible jurisdiction does not currently have an encampment outreach coordinator, who should they reach out to?
    Answer: Please reach out to Caltrans Statewide Homelessness and Encampment Coordinator, Warren Alford, at Warren.Alford@dot.ca.gov for further assistance.

42. Is there a Caltrans map that outlines Caltrans service areas?
    Answer: This Caltrans District Map will help you identify which Caltrans District covers your community. This information will help you identify which local Caltrans Encampment

Coordinator to reach out to. We encourage you to reach out to your local Caltrans Encampment Coordinator for help determining whether an encampment is partially or fully located on a State right-of-way.

43. Are buffer areas and vacant parcels owned by Union Pacific Railroad considered State right-of-way sites?

    Answer: We recommend contacting your local Caltrans District Coordinator for help determining whether the described sites are considered to be partially or fully located on a State right-of-way.

Eligible Uses

44. Are capital development costs, improvements to existing shelters, and operating subsidies for Homekey Programs eligible uses of Program dollars?

    Answer: Yes, Cal ICH considers these costs eligible uses of ERF-2-R funds. However, we encourage eligible applicants to consider the brevity of the ERF Program when developing proposals for the use of these funds. Furthermore, proposals should demonstrate how expenditures will directly support a service and housing pathway for the people proposed to be served. Wherever possible, applicants should leverage funds from other Local, State, Federal, and/or Private sources and demonstrate sustainability.

45. When are operating reserves considered expended? Is there any other guidance around operating reserves that an applicant should know?

    Answer: Operating reserves are considered expended upon deposit in the reserve account. . Proposals should demonstrate how expenditures will directly support a service and housing pathway for the people proposed to be served (See question #43).

    Operating reserves should follow local policies and procedures. Funds may remain in the operating reserves account past the ERF-2-R expenditure date as the purpose of operating reserves is to provide a long-term (usually 10, 15, 20 years) reserve.

    Additionally, Cal ICH recommends that funding set aside for operating reserves be kept in an interest-bearing account. Money accrued from those accounts must be used for ERF-2-R eligible activities and reported on as required by Agency.

46. Does funding allow for multi-year projects like leasing a motel for a couple of years to focus on Caltrans properties first, then continuing to use funding for other encampments as clients transition into permanent housing?

    Answer: Yes, provided all people served were experiencing unsheltered homelessness in encampments. We also encourage you to braid other leveraged resources when considering these proposals and any associated costs.

47. Are preventative services an eligible use of ERF dollars?

    Answer: Yes, preventative services may be an eligible use of Program dollars when serving people who have been housed through the ERF Program so that they can maintain housing

stability.

Best Practices

48. Do ERF projects have to work through the local Coordinated Entry System?

    Answer: Communities should plan their ERF Program as an enhancement and expansion to the local homelessness crisis response system, not as a stand-alone program. Communities should work with their local Continuum of Care to identify how encampment residents can be best prioritized and served through their coordinated entry system.

49. Are there any resources around best practices for addressing unsheltered homelessness that my community can review as we design our ERF program?

    Answer: The United States Interagency Council on Homelessness (USICH) has outlined Seven Principles For Addressing Encampments that can act as a roadmap for communities as they plan their program design. Communities can also refer to USICH's Planning Checklist to shape the design of their interventions.

50. What is the relationship between harm reduction and Housing First? Are there specific harm reduction practices that my community must include in their ERF project, such as needle exchange programs?

    Answer: Harm reduction is an important part of the Housing First model as it is based on principles of self-determination and individual choice. Harm reduction can include a wide array of services to protect people from harm while using substances, such as needle exchanges, OD prevention services, safe injection sites, vaccine outreach and education, and mental wellness and healing support programs. While all communities are required to follow the Housing First modal, and harm reduction services can play an important role in saving lives, no specific harm reduction services are required under the ERF program.

City Council/Financing Authority Meeting **H. 9.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC for the Automated Metering Infrastructure Project authorizing a second year extension to the Agreement and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. Approve the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC for the Automated Metering Infrastructure Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends City Council approval of the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC for the Automated Metering Infrastructure Project.

DISCUSSION:

Automated Metering Infrastructure (AMI) is an integrated system of smart meters, communications networks, and data management systems that enable two-way communication between utilities and customers. AMI systems measure, collect, and analyze water usage, and communicate with meters on a fixed schedule, or when specifically requested. On June 21, 2022, City Council approved a Non-Professional Service Agreement (Agreement) with Ferguson Enterprises, LLC (Ferguson) to implement an AMI system to automate the City's water meter reading, monitoring, and data collection system. The Agreement included an optional one year extension, which was approved on April 13, 2023.

Ferguson has made significant progress toward successfully completing this project and thousands of water meters within the City's water service area are now communicating through the AMI system. However, unexpected material lead times, an issue beyond Ferguson's control, have resulted in project delays and the Agreement must be amended to complete the project. The First Amendment authorizes a second one-year extension to the Agreement. All other Agreement terms remain unchanged.

Approval of the First Amendment to the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA), which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. There is no possibility that approval of the First Amendment will result in a significant effect on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

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

Fiscal Impact

Discussion:
There is no fiscal impact associated with this action.

Attachments

Ferguson AMI Agreement
Ferguson AMI Agreement Extension
First Amendment

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for installing and implementing automated metering infrastructure ("Agreement") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Ferguson Enterprises, LLC ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to provide automated metering infrastructure installation and implementation services for City (the "Services").

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.8 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, Work or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Engineering and Utilities Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. The Services shall commence as of the Effective Date of this Agreement.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional year ("Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term and subsequently, at least thirty (30) days before any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of seven hundred eighty-three thousand three hundred fifty-six dollars and ninety-six cents ($783,356.96) for the Services provided during the Initial Term and Extended Term. For the Initial Term and the Extended Term, City shall pay Contractor on a time and

materials basis up to the not to not-to-exceed amount in accordance with the unit prices specified in Exhibit "C," titled "Bidder's Rate Sheet," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7532	Jon Price, General Manager Ferguson Enterprises, LLC 11909 Tech Center Court Poway, CA 9064 Jon.Price@Ferguson.com Phone (949) 690-4649

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

B. Commercial General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal

injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

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

6.2 Contractor shall defend, indemnify and hold harmless City and its elected 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 to the extent caused by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

Paul T. Barich, Mayor

FERGUSON ENTERPRISES, LLC.

Jon Price, General Manager

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1. Project Overview

Ferguson will furnish and commission AMI Gateway Data Collectors, expanding the City's Neptune AMR system to include AMI technology. The scope of services includes the deployment of all hardware and systems, integrations, testing, training, support services (during deployment), and maintenance of the AMI network infrastructure (data collectors, aka "Gateways").

Ferguson Waterworks will provide the following equipment and services to the City:

- AMI System which includes the supply of: Gateway Data Collectors, AMI network infrastructure, Neptune 360 head-end software; installation, commissioning, and testing of the AMI network infrastructure and system; training; and ongoing support and maintenance of the Neptune 360 software.
- Installation services for Gateway Data Collectors and associated equipment such as Uninterrupted Power Supply.
- Ferguson and its subcontractors will provide integration and testing of all components for a fully functional AMI system that operates within required performance parameters.

2. Items, Materials, and Services to be supplied by Ferguson

- **General.** Ferguson shall supply the following components and aspects of installation: overall project management; problem solving; inspection; system integration; and quality control.
- **AMI software.** Ferguson will supply, install, set, and test the Neptune 360 hosted software. Neptune 360 will be maintained by Neptune Technology Group in accordance with SaaS agreement.
- **AMI Network hardware.** Ferguson will furnish and install Gateway Data Collectors per network design.
    - City of Redlands is to own the AMI network.
- **Training and Documents.** Ferguson and Neptune will provide a Training Plan and document the individuals that successfully complete the training session(s).

3. AMI Fixed Network Design Services

Ferguson shall conduct a comprehensive site survey and be responsible for a proper Fixed Network design to ensure sufficient coverage for each Endpoint Radio ("**Endpoint**"). Ferguson shall work with the City to ensure Fixed Network infrastructure is properly sized, installed, and configured to their expectations. The City will be responsible for procuring the Gateway Data Collectors, through Ferguson, and providing the locations for them to be installed. Ferguson shall provide maintenance and support for the Data Collectors during the implementation. Each Gateway comes with 1 year warranty and maintenance agreement.

- Furnish and install Gateway Data Collectors at the locations indicated on propagation map generated by Neptune.
- Ferguson shall provide a map, showing where these proposed Gateway Data Collectors would be installed in the City's service territory. * See below.

- Ferguson will test the AMI system.
- Ferguson shall provide training to the City per Training Plan – Neptune AMI.

4. Ferguson Assumptions

R900v4 enhanced propagation is preliminary. Gateway Data Collectors V4 and R900v4 MIU (Pit w/External Antenna) required. The use of this Gateway propagation analysis should be done with this understanding and there is no guarantee of product or performance. Additional gateways could be required.

5. R900 Propagation Analysis - City of Redlands

Service Area:



Proposed Gateway Collector Locations:

Location	Latitude	Longitude	Collector	Elev(m)	AntHgt(m)	Elev(ft)	AntHgt(ft)	Coax(dB)	AntGain	Antenna
4Country	34.020852	-117.139084	GPV4	643	15	2108	50	1.1	7.1	MFB9155_915
4Well41	34.057279	-117.192145	GPV4	399	15	1309	50	1.1	7.1	MFB9155_915
4Well56	34.031076	-117.155167	GPV4	548	15	1798	50	1.1	7.1	MFB9155_915
4SthAve	34.034859	-117.15263	GPV4	530	15	1739	50	1.1	7.1	MFB9155_915
4Well20	34.076215	-117.078891	GPV4	689	15	2262	50	1.1	7.1	MFB9155_915
4Well29	34.07811	-117.226504	GPV4	353	15	1158	50	1.1	7.1	MFB9155_915
4Well34	34.069824	-117.248912	GPV4	334	15	1096	50	1.1	7.1	MFB9155_915
4Well36	34.025923	-117.178078	GPV4	513	15	1683	50	1.1	7.1	MFB9155_915
4Well37	34.062405	-117.168263	GPV4	440	15	1444	50	1.1	7.1	MFB9155_915
4Well57	34.086404	-117.181856	GPV4	396	15	1299	50	1.1	7.1	MFB9155_915
4Well6	34.068289	-117.099213	GPV4	609	15	1998	50	1.1	7.1	MFB9155_915
4Well61	34.040281	-117.208693	GPV4	417	15	1367	50	1.1	7.1	MFB9155_915
4Well7	34.046934	-117.227336	GPV4	366	15	1201	50	1.1	7.1	MFB9155_915
4Arroyo	34.028357	-117.192354	GPV4	519	15	1702	50	1.1	7.1	MFB9155_915
4Comunty	34.075692	-117.174645	GPV4	427	18	1401	60	1.2	7.1	MFB9155_915
4Craftonn	34.044801	-117.097019	GPV4	777	15	2551	50	1.1	7.1	MFB9155_915
4Ford	34.043559	-117.160694	GPV4	480	18	1575	60	1.2	7.1	MFB9155_915
4Texonia	34.071433	-117.191726	GPV4	403	18	1322	60	1.2	7.1	MFB9155_915
4Agate	34.076393	-117.12526	GPV4	525	15	1723	50	1.1	7.1	MFB9155_915
4Find001	34.062402	-117.217662	GPV4	364	9	1194	30	0.7	7.1	MFB9155_915
4Find002	34.055085	-117.15644	GPV4	464	9	1522	30	0.7	7.1	MFB9155_915
4Find004	34.050853	-117.176995	GPV4	433	9	1422	30	0.7	7.1	MFB9155_915
4Find010	34.01372	-117.171454	GPV4	483	9	1585	30	0.7	7.1	MFB9155_915
4Find013	34.048034	-117.143226	GPV4	519	9	1703	30	0.7	7.1	MFB9155_915
4Find016	34.033441	-117.165091	GPV4	521	9	1709	30	0.7	7.1	MFB9155_915
4Find017	34.031934	-117.174316	GPV4	498	9	1633	30	0.7	7.1	MFB9155_915

6. Gateway Site(s) Detail

CRAFTON SITE (4Craftonn)

- Install new mast and antenna on existing railing
- Install new coax from antenna to gateway utilizing existing railing and conduits
- Install gateway and battery backup unit on new H frame at base of tank
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

FORD SITE (4Ford)

- Install new mast and antenna on existing tower
- Install new coax from antenna to gateway utilizing existing tracks
- Install gateway and battery backup unit on new H frame at base of tower
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

WELL 56 SITE (4Well56)

- Install new 50' tower and 5'x5'x5' concrete footing
- Install new mast and antenna on new tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame at base of tower
- Install solar panels on new tower within 20' of gateway
- Install ground rod
- Perform QAQC and sweep test

COUNTRY CLUB RESERVIOR SITE (4Country)

- Install new non-penetrating roof mount kit to support 24' ROHN tower
- Install new mast and antenna on new ROHN tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored at base of reservoir
- Install solar panels on new pole within 20' of gateway
- Install ground rod
- Perform QAQC and sweep test

ARROYO TANK SITE (4Arroyo)

- Install new mast and antenna on existing railing
- Install new coax from antenna to gateway utilizing existing railing and conduits (*requires controlled descent)
- Install gateway and battery backup unit on new H frame at base of tank
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

TEXONIA TANK SITE (4Texonia)

- Install new mast and antenna on existing tank
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored to base of tank
- Install solar panels on railing within 20' of gateway
- Install ground rod
- Perform QAQC and sweep test

COMMUNITY PARK (4Comunty)

- Install new pipe mast offset from light pole for antenna
- Install new coax from antenna to gateway
- Install gateway and battery backup unit anchored to pole out of reach from ground
- Install solar panels on light pole within 20' of gateway
- Install ground rod
- Perform QAQC and sweep test

UBS CITY BUILDING [Substitute for WELL SITE 41 (4Well41)]

- Install new mast and antenna
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame
- Install ground rod and tie into existing power
- Perform QAQC and sweep test

STREET LIGHT POLES SITES (7)

Possible Site Locations: Find001, Find002, Find004, Find010, Find013, Find016, and Find017.

- Install new pipe mast offset from light pole for antenna
- Install new coax from antenna to gateway
- Install gateway and battery backup unit anchored to pole out of reach from ground
- Install solar panels on pole within 20' of gateway
- Install ground rod

- Perform QAQC and sweep test

WELL SITES (9)
Possible Well Site Locations: Well 20, Well 29, Well 34, Well 36, Well 37, Well 57, Well 6, Well 61, and Well 7.

- Install new mast and antenna on new tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored to tower footing
- Install solar panels on new tower or asset within 20' of gateway (when power unavailable)
- Install ground rod and tie to existing power unless solar
- Perform QAQC and sweep test

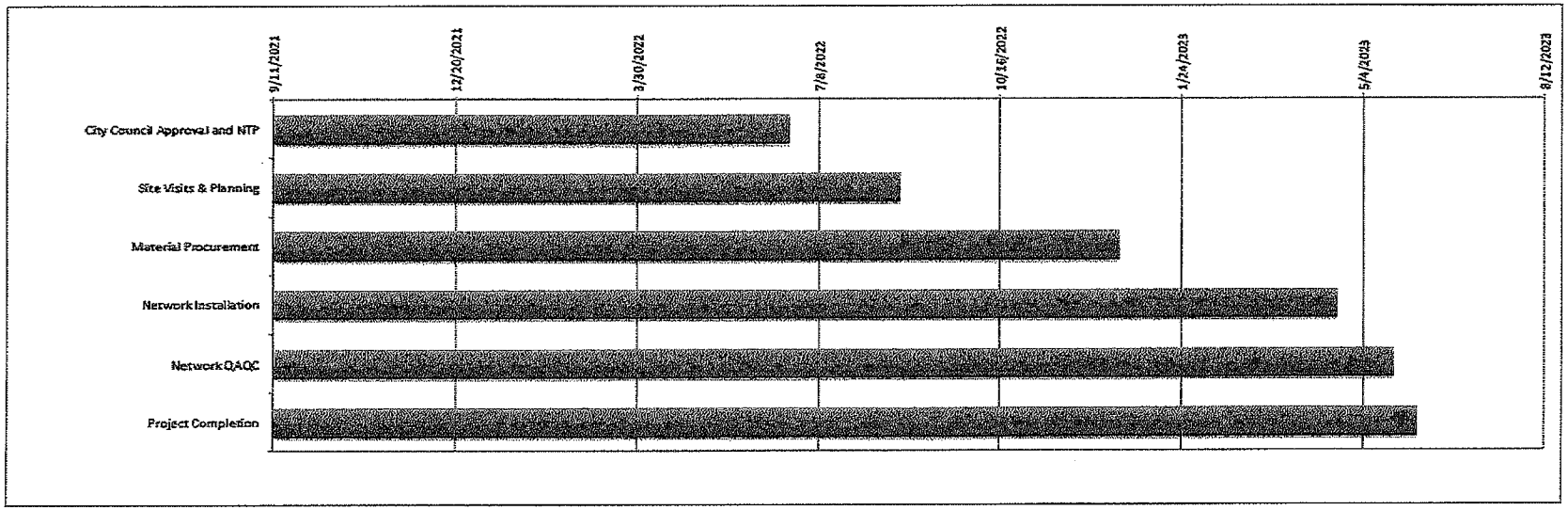
OTHER SITES (2)
Possible Site Locations: Agate and SthAve

- Install new 50' tower and 5'x5'x5' concrete footing
- Install new mast and antenna on new tower
- Install new coax from antenna to gateway
- Install gateway and battery backup unit on new H frame anchored to tower footing
- Install Solar panels on new tower within 20' of gateway
- Install ground rod
- Perform QAQC and sweep test

7. AMI Fixed Network Implementation Schedule

FERGUSON WATERWORKS

Task Name	Start	End	Business Days	Duration
City Council Approval and NTP	6/21/2022	6/22/2022	1	1
Site Visits & Planning	6/23/2022	8/22/2022	42	60
Material Procurement	8/23/2022	12/20/2022	79	120
Network Installation	12/21/2022	4/20/2023	81	120
Network QAQC	4/21/2023	5/21/2023	21	30
Project Completion	5/22/2023	6/3/2023	9	12
		Total	233	347



8. Training Plan - Neptune AMI

Neptune Training Outline
Neptune will provide a training program for utility personnel including customer service, and in-house technical support personnel. The training will cover the overall system management and routine operation. The City's training facilities will be utilized to conduct all training classes.

Neptune proposes training all City staff involved with the AMI system including PC operators, supervisors, field crews and IT personnel. Neptune will provide the in-house technical support personnel with system configuration documentation as part of the training classes. Neptune will supply the City with standard training documentation for use during training classes. The following is an outline of the training to be provided on-site at City facilities.

The training agenda covers the topics below. We permit our trainers to take liberties and adjust the agenda topics, order, and length based upon the City's preference.

General AMI Network Infrastructure
a. Hardware of the AMI system
b. Data flow (communication) of the AMI system

AMI Endpoint
a. How it works
b. Features and Functionality
c. Installation
d. Troubleshooting

Field Training
a. Basic Operation of handheld and mobile devices
b. Meter readers are given practice time in the field
c. Troubleshooting

Host Software Training (Head-end)
a. General system overview
b. Terminology
c. How the system interfaces to CIS Billing System
d. Managing routes
e. Loading and unloading of field collection devices
f. System Health Dashboards
g. Customer Service Menu
h. Event Maintenance
i. Using and Creating Groups
j. Mapping Module (optional)
k. Table Maintenance
l. Generating report

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Ferguson Enterprises, LLC. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide on-call sewer collection system repair services (the "Work"), which said agreement, dated June 15, 2021, and identified as water meter installation services is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Hundred Thousand Dollars ($500,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on_____, 2022.

(SEAL)	(SEAL)
(Contractor)	(Surety)
	BY:
(Signature)	(Signature)
	Address:
(Seal and Notarial Acknowledgment of	Telephone ( )

Surety)

EXHIBIT "C"

BIDDER'S RATE SHEET

Location	Prop ID	Gateway	UPS	Solar Panel	Antenna	Installation	AMI Material	Equipment	Tower & Footing	Neptune MISC	Location Subtotal
Crafton	4Craftonn	$ 9,600.00	$ 2,090.00	$ -	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 19,831.00
Ford	4Ford	$ 9,600.00	$ 2,090.00	$ -	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 19,831.00
Well56	4Well56	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Countyr Club Res.	4Country	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 4,400.00	$ -	$ 26,416.00
Arroyo	4Arroyo	$ 9,600.00	$ 2,090.00	$ -	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ 665.00	$ 20,496.00
Texonia	4Texonia	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Community	4Comunty	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
UBS City Building	"4Well41"	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 4,400.00	$ -	$ 26,416.00
Find001	4Find001	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find002	4Find002	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find004	4Find004	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find010	4Find010	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find013	4Find013	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find016	4Find016	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Find017	4Find017	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,375.00	$ 1,250.00	$ -	$ -	$ 21,716.00
Well6	4Well6	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well7	4Well7	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well20	4Well20	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well29	4Well29	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well34	4Well34	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well36	4Well36	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well37	4Well37	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well57	4Well57	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Well61	4Well61	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ 15,250.00	$ -	$ 37,266.00
Agate	4Agate	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ -	$ -	$ 22,016.00
SthAve	4SthAve	$ 9,600.00	$ -	$ 3,975.00	$ 391.00	$ 5,125.00	$ 1,675.00	$ 1,250.00	$ -	$ -	$ 22,016.00
		$249,600.00	**$6,270.00**	**$91,425.00**	**$10,166.00**	**$133,250.00**	**$ 39,950.00**	**$32,500.00**	**$ 161,300.00**	**$ 665.00**	**$ 725,126.00**

Material Subtotal	**$ 591,211.00**
Labor Subtotal	**$ 133,915.00**
Tax (8.75%)	**$ 51,730.96**
Material & Labor Bond	**$ 6,500.00**
Total	**$ 783,356.96**

Gateway Installation Assumptions

- Collectors to be installed on existing City assets.
- Asset has structural capacity to support collector equipment.
- City responsible for the structural integrity of chosen assets if insufficient.
- City responsible for permitting or any required approvals.
- City responsible for trenching and concrete work, as needed.
- Dedicated 120v AC circuit power is available at "powered sites".
- Standard install includes up to 50-feet of above ground conduit to reach UPS/Gateway.
- Installation does not include trenching, asphalt cutting, demo, or concrete work.
- Installation hardware and practices determined by industry standards.
- Tank installs to utilize ladder for coax cable routing/supports.
- Coax and grounding to be ran free air. Conduit can be requested at an additional expense. for labor, materials, and possible equipment rentals.
- Excavation for tower footing, if necessary, does not include rocky soil.
- Utility to provide keys, contractor locks, or other means of immediate access to facilities.
- New towers quoted are aluminum tilting towers.
- Excavated soil disposed onsite or at alternate City location comes at no charge.
- Excavated soil disposed off-site, at non-City location comes with an added cost.
- Quote assumes all sites are accessible for heavy equipment and concrete trucks.
- Required use of concrete pump is not included in quote.
- Costs subject to change based on actual site conditions upon arrival.

Prop Study Assumptions

- Power requirements: 120V AC or SOLAR options.
- Backhaul requirements: Cellular Modem, Ethernet.
- FAA/ASR may be required for structures near airports or heights >200 feet.
- AM Tower detuning evaluations for structures within 3km, check LBA Group or Sitesafe.
- 10 feet minimum vertical separation from other 900MHz system antennas on structure.
- 3 feet – 4 feet standoff required for side mounting antenna on towers.
- Revised propagation analysis required for Gateway location or height changes.
- Spare gateway recommended for system maintenance.
- Complies with Part 15 of FCC Rules: May not cause harmful interference, and must accept any interference received, including interference that may cause undesired operation.
- Propagation Study based on typical noise level below – 120dBm, otherwise additional gateways could be required.
- MIUs mounted inside structures are not recommended for Fixed Network solutions. RF signal is affected differently by building materials used within structures and it is difficult to account for all types of construction. If the scope states inside MIU used for study, an average loss value is applied to the model. In situations, where inside MIUs do not perform as necessary, an external wall MIU or additional Gateways may be required.
- R900v4 enhanced propagation is preliminary, equipment specifications and system performance still required to validate propagation. Gateway V4 and R900v4 MIU (External Wall or Pit w/External Antenna) required, any older units will require replacement. The use of this Gateway propagation analysis should be done with this understanding and there is no guarantee of product or performance. Additional gateways could be required.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

FERGUSON ENTERPRISES, LLC.

By: _____ Date: 6-13-2022

Jon Price, General Manager

City of
REDLANDS
35 Cajon Street, Redlands, CA 92373
909-798-7698
jharris@cityofredlands.org

Municipal Utilities &
Engineering Department
John R. Harris
Director

NOTICE TO EXTEND

TO: Ferguson Enterprises, LLC
11909 Tech Center Court
Poway, CA 92064

ATTN: John Price, General Manager

RE: Notice to Extend Non-Professional Services Agreement for Automated Metering Infrastructure Project

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the Non-Professional Services Agreement for the Automated Metering Infrastructure Project, Purchase Order No. 22212474, pursuant to the Agreement Term of the executed Agreement effective June 21, 2022. The new term would be extended to June 21, 2024.

Please return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice.

Feel free to contact me with questions at (909) 798-7658.

Dated this 13th day of April 2023.

By: _____
John R. Harris
Municipal Utilities & Engineering Director

City of
REDLANDS
35 Cajon Street, Redlands, CA 92373
909-798-7698
jharris@cityofredlands.org

Municipal Utilities &
Engineering Department
John R. Harris
Director

NOTICE OF ACKNOWLEDGEMENT

RE: Notice to Extend Non-Professional Services Agreement for Automated Metering Infrastructure Project

This is year 1 of 1 extension per the executed Agreement of the above Notice of Acknowledgment is hereby accepted by FergusonWaterworks

this, 15th day of April, 2023.

By: RG
(Signature)

Russell Gray
(Print Name)

Project Manager
(Title)

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for implementing an automated metering infrastructure system ("Agreement"), dated June 21, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Ferguson Enterprises, LLC, a Virgina limited liability company ("Contractor"), is made and entered into this 21st day of May, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend Article 4.2 of the Agreement to allow for a second one-year extension and total compensation in Article 5, Section 5.1 to encompass total compensation for Initial and Extended Terms;

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

AGREEMENT

Section 1. Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year periods (the "Extended Terms"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term and subsequently, at least thirty (30) days before any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement."

Section 2. Article 5, entitled "Payments to Consultant," Section 5.1 of the Agreement, is hereby amended to read as follows:

"5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Seven Hundred Eighty-Three Thousand Three Hundred Fifty-Six Dollars and Ninety-Six Cents ($783,356.96) for the Services provided during the Initial Term and Extended Terms. For the Initial Term and the Extended Terms, City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the unit prices specified in Exhibit "C" titled "Bidder's Rate Sheet," which is attached to hereto and incorporated herein by reference."

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 21st , 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

Ferguson Enterprises, LLC

By: _____
Russell Gray, Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **H. 10.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $600 relating to the Olive Avenue Market Centennial event hosted by Redlands Chamber of Commerce to be held on June 8, 2024; approve a request to temporarily close a portion of South Michigan Street; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the in-kind support and temporary street closure 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 approve a request for in-kind support in the amount of $600 and the temporary street closure related to the Olive Avenue Market Centennial event to be held on June 8, 2024.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the in-kind support and temporary street closure is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) and approve the request for in kind support in the amount of $600 and authorize the temporary closure of a portion of South Michigan Street on June 8, 2024, for the Olive Avenue Market Centennial event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for 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 resources and facilities in support of a special event.

The Redlands Chamber of Commerce is requesting approval to temporarily close a portion of South Michigan Street for this event. Event hours are from 9:00 a.m. to 5:00 p.m. on June 8, 2024, for the Olive Avenue Market Centennial event. The street closure request is from 7:00 a.m. to 7:00 p.m. on June 8, 2024. Per the application, the event anticipates approximately 300 attendees, and the event is designed to bring together multiple members and celebrate the history of the City of Redlands business community. Additionally, they are requesting in-kind support in the amount of $600 for departmental resources including the closing of South Michigan Street by Facilities and Community Services Department staff. The Redlands Chamber of Commerce is a non-profit organization operating out of the City of Redlands.

ALTERNATIVES:

The City Council may deny the request or waive a portion of the fees.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Amber Davis, Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023/24
Appropriation Required Y/N: N
Amount: 600.00
Discussion:
Please see attachment "Fiscal Impact" for reference.

Attachments

In-Kind Support Request
Street Closure Map
Neighborhood Sign-Off
Street Closure Form
Fiscal Impact
Proof of Exemption

City of Redlands

In-Kind Support Request

Event Name: Olive Avenue Market 100 Years

Event Date(s): June 8th, 2024 **Location(s):** Olive Ave and Michigan St

Rain Out Date: **Beginning Time:** 9:00AM **End Time:** 5:00PM

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.

"No Parking" signs to be posted 48 hours prior to the event. Provide street closure barriers/delineators day of.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — barricades, no parking signs
- [ ] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

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

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

- [ ] Other

Group/Organization Name: Redlands Chamber of Commerce

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

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. 1st St., Redlands, CA 92373

Phone Number: (909) 793-2546 **E-Mail Address:** evan@redlandschamber.org

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

Positive outcomes for your organization from this

The mission of the Redlands Chamber is to serve our members in the following areas: Workforce, Economic, and Leadership Development. We strive to create a business climate that will advance the educational, cultural and civic vitality of our community.

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

This event brings together multiple members and celebrates the history of our business community.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	300	n/a	10
Attendance: Non-Residents	0	n/a	0
Food & Beverage Sales	n/a	n/a	10
Merchandise Sales	n/a	n/a	n/a
Ticket/Entrance Fees	n/a	n/a	n/a
Other	n/a	n/a	n/a
Total Revenue	$0	n/a	$0

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

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

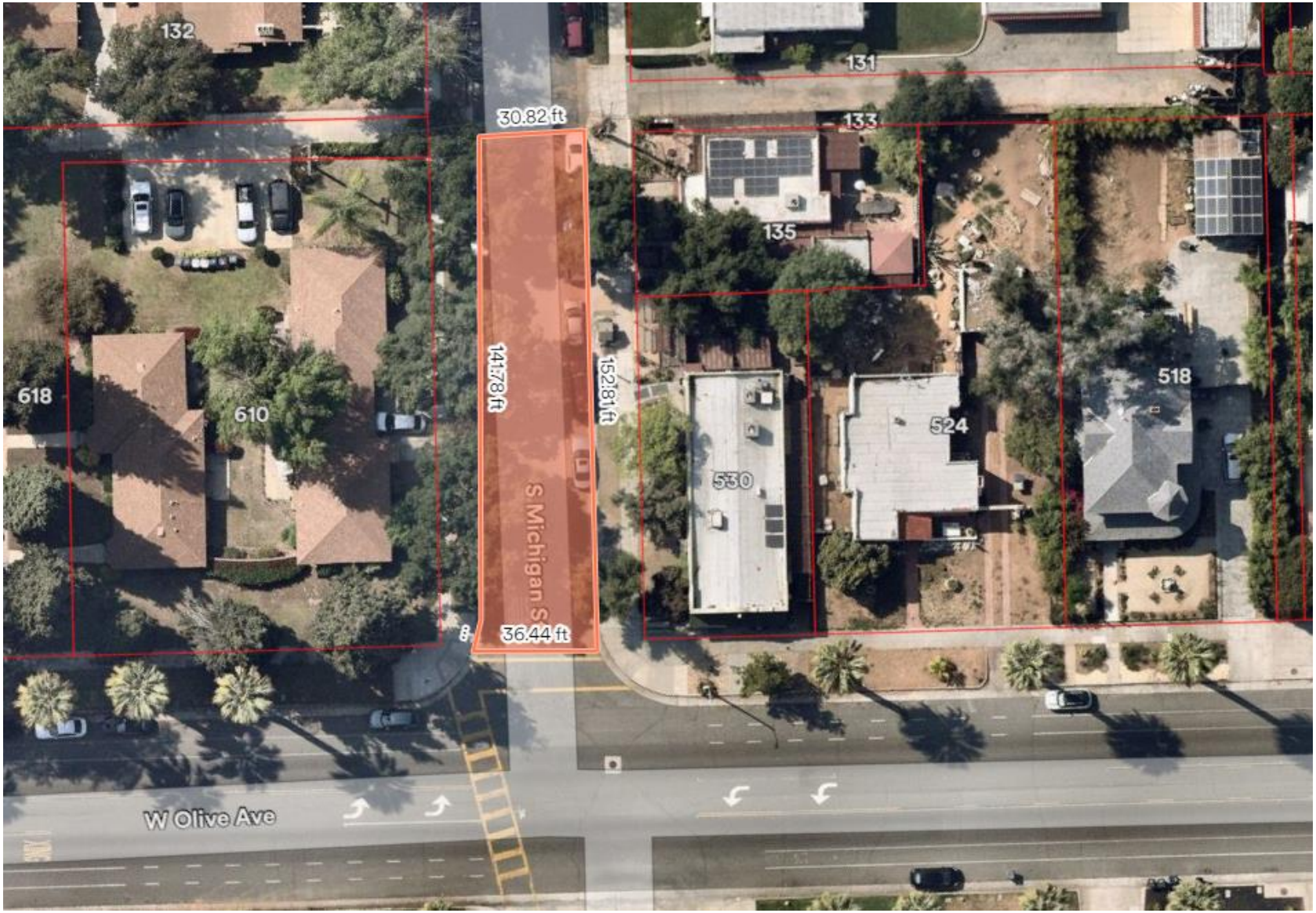
Please Print Your Name: Evan Sanford **Date:** 3/5/2024

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:



Olive Avenue Market Street Closure Map

STREET CLOSER JUNE 8TH FROM 7:00 TO 5:00

O.A.M. CENTENNIAL CELEBRATION

1. Sonya Rozzi 135 South michigan
2. Staci Rivera-Nichols 140 S. Michigan
3. Mia Mercado 132 S. Michigan St.
4. Adam Ivey 144 S. Michigan St.
5. Ana Hernandez 133 michigan St
6. Chanel Lombardi 131 S. Michigan St

Event: Olive Avenue Market 100 years

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) Michigan St.

Between (street names) Olive Ave and 100 ft. north of Michigan St

On (date) 6/8/24 **Event times -** from (time) 9 [X] am [ ] pm to (time) 5 [ ] am [X] pm

Address of Applicant: 47 N. 1st Street, Redlands, CA 92373

Signature of Applicant: Evan Stafford Phone No. (909) 793-2546

Condition(s): "No Parking" signs to be posted 48 hours prior to event. Provide Street closure barriers/delineators day of.

Event Description: Celebrating the 100-year anniversary of the Olive Avenue Market

FOR OFFICE USE ONLY

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

1. _____ _____
Chief of Police — Date

2. _____ _____
Municipal Utilities & Engineering Department — Date

3. _____ _____
Facilities & Community Services Department — Date

4. E. Reeves Digitally signed by Erik Reeves Date: 2024.04.03 16:47:31 -07'00' — 4/3/24
Risk Management Division — Date

Street Closure time: From 7 [✔] am [ ] pm To 7 [ ] am [✔] pm

Staff Notes:

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

Departmental Charges (Personnel & Equipment)	**2024 Amount**	**Type**	**2023 Amount**
Police Personnel[1]	$0.00	Hard Cost	$
Fire Personnel[1]	$0.00	Hard Cost	$
Facilities & Community Services Personnel[1]	$600.00	Hard Cost	$
Personnel & Equipment Subtotal	**$600.00**		$
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	
FCS Equipment	$0.00	Soft Cost	
Fire Equipment	$0.00	Soft Cost	
Fees Subtotal	**$0.00**		
Total Departmental Charges and Fees	**$600.00**		$
	$600.00 (hard) **$0.00** (soft) **$600.00 (Total)**		**$** **$** **$**

[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 2022-23 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$371,055.14	$26,876.96	$0.00	$397,932.10	$397,932.10

REDLANDS CHAMBER OF COMMERCE

EIN: [redacted]

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

Organization Name:
REDLANDS CHAMBER OF COMMERCE

EIN:
[redacted]

Tax Period:
202212

Return ID:
4283018

Filing Type:
E

Return Type:
990O

Copy of Return:
2022 Form 990O Filing [https://apps.irs.gov/pub/epostcard/cor/951137980_202212_990O_20230825215442 49.pdf]

Tax Year 2021 Form 990O

Organization Name:
REDLANDS CHAMBER OF COMMERCE

EIN:
[redacted]

Tax Period:
202112

Return ID:
4056615

Filing Type:
E

Return Type:
990O

Copy of Return:
2021 Form 990O Filing
[https://apps.irs.gov/pub/epostcard/cor/951137980_202112_990O_2023020120877880.pdf]

Tax Year 2020 Form 990EO

Organization Name:
REDLANDS CHAMBER OF COMMERCE

EIN:
[redacted]

Tax Period:
202012

Return ID:
2722809

Filing Type:
E

Return Type:
990EO

Copy of Return:
2020 Form 990EO Filing
[https://apps.irs.gov/pub/epostcard/cor/951137980_202012_990EO_2021052418180495.pdf]

Tax Year 2019 Form 990O

Tax Year 2018 Form 990O

Tax Year 2017 Form 990O

Tax Year 2016 Form 990O

City Council/Financing Authority Meeting **H. 11.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for the temporary closure of Eureka Street, Grant Street, and Glenwood Drive for the Redlands Unified School District graduations from June 3rd through 7th 2024, and determination that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to approve the temporary street closures from June 3rd through June 7th, 2024, relating to the Redlands Unified School District graduation activities.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly regarding the temporary street closure request of Eureka Street, Grant Street, and Glenwood Drive from June 3rd through June 7th, 2024, for the Redlands Unified School District graduation activities.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for temporary street closures in areas of the City. Upon issuing a street closure permit, the event may take place contingent on the event organizer paying the required fees.

The Redlands Unified School District is requesting to hold their 2024 graduation activities from June 3rd through June 7th between the hours of 4:00 p.m. and 10:00 p.m., at the Redlands Bowl. This request requires City Council's approval due to the necessity of a temporary street closure, aimed at managing traffic flow and ensuring the safety of both pedestrians and drivers along Eureka Street, Grant Street, and Glenwood Drive.

Should the City Council elect to approve the event, the following conditions of approval will apply: the events will be held at Redlands Bowl with the street closures on Eureka Street, Grant Street, and Glenwood Drive.

ALTERNATIVES:

The City Council may elect to deny the temporary street closure.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective: 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Amber N. Davis, Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2023/24
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	0.00

Discussion:

Fees for closure will be billed to the Redlands Unified School District; therefore, there is no associated cost to the general fund.

Attachments

Street Closure Request

Event: Redlands USD Graduation Ceremonies

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 Unified School District

To close (street names) Eureka St., Grant St. and Glenwood Dr.

Between (street names) Brookside Ave. and W. Olive Ave.

On (date) 06/03-06/07 **Event times -** from (time) 4:00 ☐ am ☑ pm to (time) 10:00 ☐ am ☑ pm

Address of Applicant: 33 W. Lugonia Ave. Redlands, C.A. 92373-1508

Signature of Applicant: _____ Phone No. (909) 307-5300 ext. 21303

Condition(s): Event Street Closures from 06/03, 06/04, 06/05, 06/06, 06/07.
Street Closure Signs

Event Description: Redlands Unified School District High School Graduation Ceremonies at the Redlands Bowl.

FOR OFFICE USE ONLY

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

1. _____ _____
   Chief of Police — Date

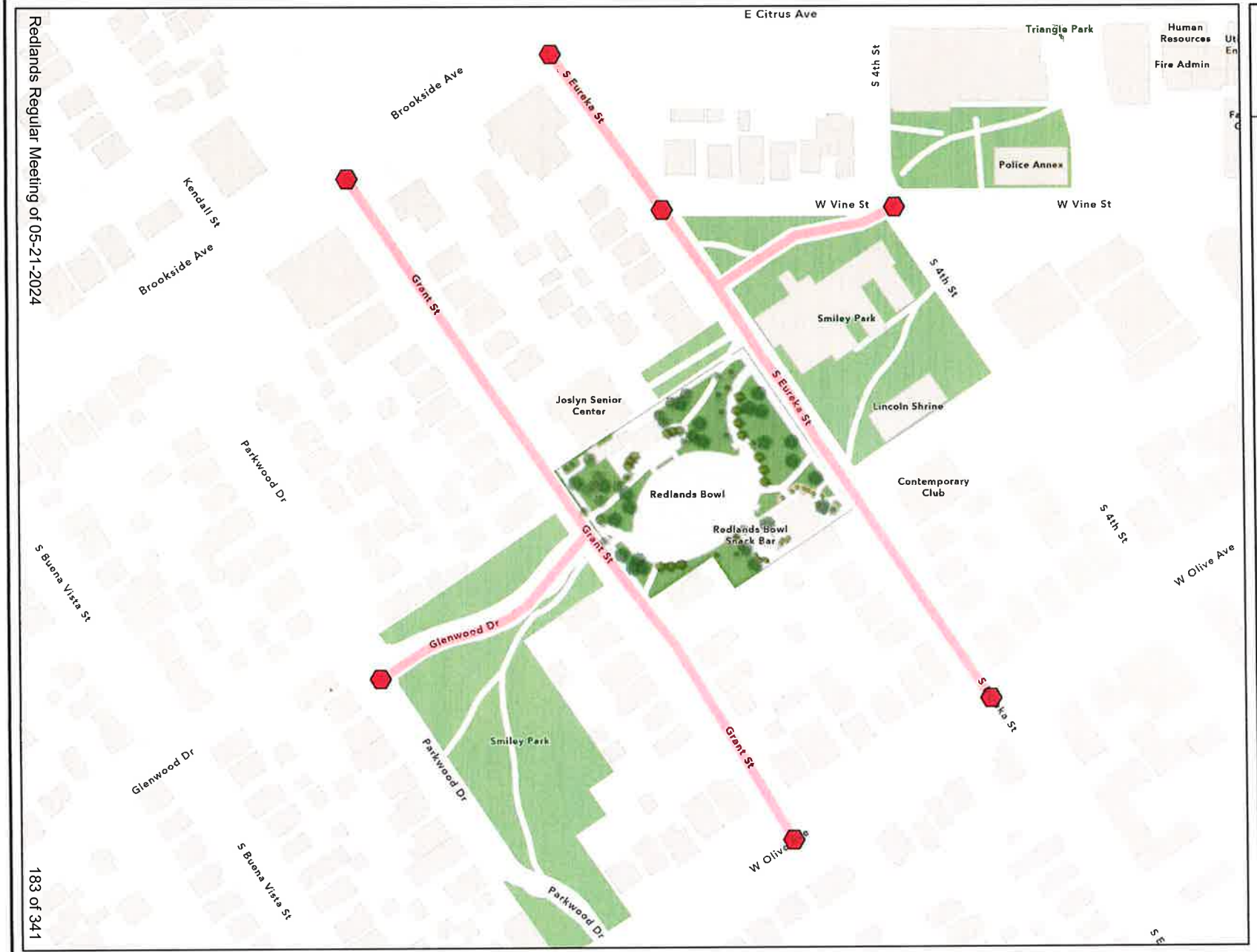
2. _____ _____
   Municipal Utilities & Engineering Department — Date

3. _____ _____
   Facilities & Community Services Department — Date

4. _____ _____
   Risk Management Division — Date

Street Closure time: From _____ ☐ am ☐ pm To _____ ☐ am ☐ pm

Staff Notes:



Redlands Bowl Graduation Road Closures

Road Closures

Closure Points

0 62.5 125 250 Feet

N

REDLANDS "A City That Works"

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

woP0001_QOLRoadClosures 2/1/2022 4:09 PM

City Council/Financing Authority Meeting **H. 12.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase order with All American Truck & Auto Body in the amount not to exceed $44,694.84 and a sole source purchase order with Rush Truck Centers in the amount not to exceed $54,426.86 for repairs to solid waste collection trucks (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move to approve sole source purchase orders with All American Truck & Auto Body, and with Rush Truck Centers.

RECOMMENDATION:

Staff recommends City Council approve a sole source purchase order with All American Truck & Auto Body in the amount not to exceed $44,694.84 and a sole source purchase order with Rush Truck Centers in the amount not to exceed $54,426.86 for repairs to solid waste collection trucks.

DISCUSSION:

The City of Redlands Facilities and Community Services Department's Equipment Maintenance Division oversees the maintenance of approximately 600 vehicles, heavy equipment, generators and compressors, as well as the operation of the City's L/CNG fuel station. In support of the repair and maintenance of the vehicles and equipment, it is essential for staff to procure support from various vendors for fleet maintenance, generator repairs, fabrication, and various parts suppliers.

All American Truck & Auto Body
Solid Waste Collection Truck Unit #821, a 2020 Peterbilt 520 commercial front loader, was involved in a collision resulting in substantial damage to the truck's body and driveline, thus leaving the truck inoperable. All American Truck & Auto Body was selected as a sole source vendor because Rush Truck, the only other authorized vendor to perform repairs was already working on two other City vehicles. All American Truck & Auto Body has indicated that they have availability to timely address the urgently needed repairs. After inspection of the truck, it was determined that the repairs were more extensive than initially estimated, with a total estimated cost of $44,694.84.

Rush Truck Center
Solid Waste Collection Truck Unit #806, a 2024 Peterbilt side loader was involved in an incident that resulted in the need for significant repair. Rush Truck Center was selected as the sole source vendor because Ray Gaskin Services, the only other vendor authorized to provide the needed service, was already working on another City vehicle. RushTruck Center indicated they had availability to timely address the needed repairs. After inspection of the truck, it was determined that the repairs were more extensive than initially estimated. The vehicle requires much more substantial body and electrical repairs, estimated at $54,426.86.

In accordance with the City's purchasing policy, sole or single source purchases exceeding $30,000 require City Council approval. These purchases are typically warranted because the vendor is the sole-authorized dealer and purchasing from another vendor would void the manufacturer's warranty, and/or the vendor's product has been standardized for use. Per the purchasing guidelines, these amounts require City Council approval.

ALTERNATIVES:

City Council may elect not to approve the sole source purchase orders. However, this will adversely affect Solid Waste Collections operations.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24
Amount: $99,122
Budgeted Y/N: Y
Account No.: 607900
Discussion:

Sufficient funding for these services is included in the Equipment Maintenance fund (607900) for Fiscal Year 2023-24 as approved by City Council.

Attachments

A. Sole Source Request - All American Truck
B. Sole Source Request - Rush Truck Center

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/2/24

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 44,694.84

Proposed Vendor: All American Truck & Auto Body

Request Term: FY 2023-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Unit 821 is an integral part of the solid waste division. This unit is one of the few remaining commercial front loader trucks, therefore reducing down time is critical. All American Truck & Auto Body can perform repairs immediately.

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

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

Unit 821 will have to be towed from locations to receive different quotes. Since this is a front load truck, towing will be costly and time consuming.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Larry Alms Digitally signed by Larry Alms Date: 2024.04.15 15:57:39 -07'00' 4/15/2024

Prepared by Date

Department Director 4/16/24

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

ALL AMERICAN
TRUCK & AUTO BODY

Estimate No. REVISED-2
Estimate Date: 4/3/2024

TRUCK FLEET PAINTING & COLLISION REPAIR

Customer: CITY OF REDLANDS
Attn:
Address:

10429 Sultana Ave
Fontana, CA 92334
Email: eferrer@amtfp.com
Office: 909-428-3410
Fax: 909-428-8132

NOTE:
THIS IS AN OPEN ESTIMATE, SUBJECT TO CHANGE
IF ANY ADDITIONAL PARTS OR REPAIRS ARE NEEDED.

Phone:
E-mail:
Fax:

ESTIMATE

#	Description	Qty	Paint	Materials*	Parts	Hours	Labor
	****** REVISED **** (AS OF 04/3/24)**						
	CITY OF REDLANDS - FL - PETERBILT - VIN - MF109999 - UNIT 821						
	(REPAIR LS CAB + REPAIR LS SUSPENSION)						
WORK							
	***** REPAIR LS CAB *****						
R/I	REMOVE & INSTALL HARDWARE AS NEEDED						
R/I, REPLACE	DOOR SKIN ASSEMBLY				$1,683.30	8.25	
R/I, REPLACE	DOOR-JAMB, FRAME				$642.25	8.00	
R/I, REPLACE	PAD - ARM REST DOOR ASSEMBLY				$493.33	6.00	
R/I, REPLACE	BEAM-LOWER SIDE				$82.28	INCL	
R/I, REPLACE	GRAB HANDLE - CORNER WIND				$158.18	0.50	
R/I, REPLACE	LS HINGE-CAB DOOR STAINLESS				$470.51	1.00	
R/I, REPLACE	LS MIRROR-MOTO W/OAT SENSOR				$734.78	1.50	
R/I, REPLACE	LOWER STEP-FUEL TANK ALUM 350 MM				$185.89	2.50	
R/I, REPLACE	UPPER STEP- FUEL				$338.62	INCL	
R/I, REPLACE	BACKPLATE-STEP LOWER				$244.33	INCL	
R/I, REPLACE	STEP-ASSY, UPPER FOOTSTEP				$409.99	INCL	
R/I, REPLACE	LS BRACKET-STEP LOWER ALUM				$203.37	INCL	
R/I, REPLACE	RS BRACKET-STEP LOWER ALUM				$203.37	INCL	
R/I, REPLACE	BOX-BATTERY				$1,832.85	2.00	
R/I, REPLACE	LS BRACKET-BATTERY BOX - PART A				$234.63	1.00	
R/I, REPLACE	LS BRACKET - BATTERY BOX - PART B				$260.01	1.00	
R/I, REPLACE	COVER ACCESS, MODULE				$20.70		
R/I, REPLACE	SKIRT-FENDER (BLACK MOULDING)				$358.40	0.50	
R/I, REPLACE	SUPPORT-FENDER SKIRT, 320				$174.91	0.50	
R/I, REPLACE	GUARD-MUFFLER HALF ROUND				$459.26	1.00	
R/I, REPLACE	AERO SIDE TURN LP KIT				$66.88	INCL	
R/I, REPLACE	YELLOW LED				$24.03	INCL	
R/I, REPLACE	HUCK BOLTS FOR THE CAB				$163.80	INCL	
REPAIR	LS REAR CORNER PANEL					7.00	
REPAIR	LS FLOOR BUCKET					5.50	
REPAIR	STRAIGHTEN LS BRACKET FENDER TO FRAME					2.00	
REPAIR	STRAIGHTEN OUT CAB					6.50	
PAINT	SAND / MASK / PREP TO PRIMER + PAINT					6.50	
PAINT	LS DOOR						
PAINT	LS REAR CORNER PANEL						
PAINT	LS FLOOR BUCKET						
PAINT	PRIMER						
	WHITE						
				TOTAL			

	***** REPAIR LS SUSPENSION *****		
	***** JOB 1 - TRUCK INSPECTION & ESTIMATE *****		
	LABOR		$ 460.00
	EPA		$ 4.00
	SHOP		$ 46.00
	JOB 1 - SUBTOTAL		**$ 510.00**
	***** JOB 2 - MOBILE TECH TRAVEL / DRIVE TIME *****		
	LABOR		$ 750.00
	JOB 2 - SUBTOTAL		**$ 750.00**
	***** JOB 3 - FRONT KING PINS *****		
R/I, REPLACE	KNUCLE STEERING	$2,519.20	
R/I, REPLACE	KIT - KING PIN	$434.50	
R/I, REPLACE	(2) SEAL - FL STEER	$110.40	
R/I, REPLACE	(2) HUBCAP - TRAILER OIL GREEN	$35.18	
R/I, REPLACE	(2) HUB OIL / 12X1 / 32 OZ	$32.43	
	LABOR		$ 2,925.00
	SHOP		$ 230.00
	JOB 3 - SUBTOTAL		**$ 3,155.00**
	***** JOB 4 - REMOVE FRONT AXLE AND TEST STRAIGHTNESS *****		
R/I, REPLACE	SPACER - BLOCK - FRONT AXLE	$89.82	
R/I, REPLACE	SPACER - BLOCK - FRONT AXLE	$89.82	
R/I, REPLACE	BRACKET - SHACKLE	$413.09	
R/I, REPLACE	(2) BOLT - HEX M16-2.00X90 CL10.9 ZN/ODCC	$43.43	
	LABOR		$ 2,300.00
	EPA		$ 4.00
	SHOP		$ 230.00
	JOB 4 - SUBTOTAL		**$ 2,534.00**
	***** JOB 5 - REPLACE FRONT LEAFSPRINGS *****		
R/I, REPLACE	SPRING - FRONT, 20K TAPER	$2,473.80	
R/I, REPLACE	SPRING - FRONT, 20K TAPER	$2,473.80	
R/I, REPLACE	(3) U BOLT - FRONT AXLE - 7/8-14NFX4-1/16X10	$172.49	
R/I, REPLACE	(1) U BOLT - FRONT AXLE - 7/8-14NFX4-1/16X10	$57.50	
R/I, REPLACE	(8) NUT - HEX 7/8-14NFX1.156T GR8 HIGH CAD	$377.52	
R/I, REPLACE	(8) WASHER - ROUND	$156.11	
	LABOR		$ 2,300.00
	EPA		$ 4.00
	SHOP		$ 230.00
	JOB 5 - SUBTOTAL		**$ 2,534.00**
	***** JOB 6 - TIE ROD (STEERING) - R&R *****		
R/I, REPLACE	CROSSTUBE ASSY	$1,408.00	
	LABOR		$ 345.00
	EPA		$ 4.00
	SHOP		$ 34.50
	JOB 6 - SUBTOTAL		**$ 383.50**
	***** JOB 7 - ALIGNMENT *****		

	LABOR						$ 250.00
	JOB 7 - SUBTOTAL						**$ 250.00**
	***** JOB 8 - TEST AXLE FOR STRAIGHTNESS *****						
	LABOR						$ 650.00
	JOB 8 - SUBTOTAL						**$ 650.00**
	***** MISC PARTS *****						
R/I, REPLACE	(4) BOLT - HEX M16-2.00X80 CL10.9 ZNYEL				$15.71		
R/I, REPLACE	(6) NUT - HEX SL NYL - M16-2.00X18.50T CL10 CODC				$8.71		
R/I, REPLACE	(4) PIN - SPRING THREADED				$222.46		
R/I, REPLACE	HUB - FL FRONT PRESET ASSEMBLY				$632.50		
	MISC PARTS - SUBTOTAL						
	***** REVISED *** ADDITIONAL PARTS (AS OF 11/6/23) *****						
R/I, REPLACE	SPIDER AND PIN				$412.65		
R/I, REPLACE	BRACKET FOR CAMSHAFT				$293.79		
R/I, REPLACE	(2) CHASSIS GREASE				$32.56		
R/I, REPLACE	(2) BRAKE CLEANER				$19.49		
R/I	REMOVE & INSTALL SHOCKS						**$ 161.00**
R/I, REPLACE	(2) FRONT STEER SHOCKS				$219.65		
R/I	REMOVE & INSTALL STRAIGHT AXLE						**$ 966.00**
R/I, REPLACE	STEER AXLE BEAM						**$ 502.00**
		Qty	Paint	Materials	Parts	Hours	Total Labor
		0	480.63	180.19	22,190.27	61.25	

R/I = REMOVE AND INSTALL

**** NOTE:**

Signature_____

This estimate will last for up to 30 days of the estimate date.

Thank you for your business!

Labor Rate	$ 125.00
Labor (Cab)	$ 7,656.25
Labor (Suspension)	$ 12,395.50
Materials	$ 180.19
Paint	$ 480.63
Parts	$ 22,190.27
Tax Rate	7.75%
Sales Tax	$ 1,756.99
Haz Mat Fee	$ 35.00
TOTAL	**$ 44,694.84**

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/15/24

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 54,426.86

Proposed Vendor: Rush Truck Center

Request Term: FY 2023-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Unit 806 is an integral part of the solid waste division. This unit is one of the few remaining commercial side loader trucks, therefore reducing down time is critical. All Rush Truck Center can perform repairs immediately.

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

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

Unit 806 will have to be towed from locations to receive different quotes. Since this is a front load truck, towing will be costly and time consuming.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Larry Alms Digitally signed by Larry Alms Date: 2024.04.15 15:57:39 -07'00' 4/15/2024

Prepared by Date

John Crock 4/16/24

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/20/2023 17:23:05CST
INVOICE NUMBER/ACCT DOC NUMBER
3035062440
CUSTOMER NO. / BRANCH
109913 / 1201
PAGE:1 of 06

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

Cust Unit # 806
Phone # 909-798-7525

License #
Contact #

COMPLETION DATE:
RTL UNIT:
SERIAL: 3BPZL20XXEF243542

YEAR: 2014 MAKE/MODEL: PETERBILT/320:PBT
MILEAGE: 1 MI

Date in Service....: 03/31/2014
Engine Make/Model..: CUMMINS/ISL
Engine Serial No...: 73593359
Trans Model.....: /

Front Diff Model...: DSH-44
Front Diff Serial..: HN04323365
Rear Diff Model....: DSH-44
Rear Diff Serial...: HN04323366

Job 1 DRIVESHAFT / DRIVELINE - REINSTALL

REINSTALLED DRIVELINE AFTER TOW

Sales Qty	UOM	Item number	Item description	COR Unit rate	Per	Extension
			LABOR SUBTOTAL:	133.80		
			PARTS SUBTOTAL:	0.00		
			MISC SUBTOTAL.:	0.00		
			COUPON SUBTOTAL.:			
			EPA FEE SUBTOTAL.:	4.00		
			SHOP SUPPLIES FEE..:	13.38		
			MACHINE CHARGE..:	0.00		
			JOB SUBTOTAL..:	151.18		

Employee(s) on above job : 00006255,

Job 2 INSPECT DAMAGES

INSPECTED UNIT FOR DAMAGES BY FIRE. FOUND UNIT TO HAVE EXTENSIVE DAMAGE CAUSED BY THE FIRE. ALL MAIN CAB AND CHASSIS HARNESSES WILL NEED TO BE REPLACED, ENGINE HARNESS DAMAGED AND NEEDS TO BE REPLACED, ABS HARNESS SEVERALLY DAMAGED AND NEEDS REPLACED, TRANSMISSION HARNESSES DAMAGED AND NEED TO BE REPLACED, ALL BATTERY CABLES BURNT AND NEEDS REPLACED, SEVERAL AIRLINES DAMAGED FROM FIRE AND NEED REPLACED, WHEEL SPEED SENSOR WIRING DAMAGED AND WHEEL SPEED SENSOR NEED TO BE REPLACED, AIR COMPRESSOR DISCHARGE LINE DAMAGED AND NEEDS TO BE REPLACED, SEVERAL SENSOR DAMAGED AND NEED REPLACED, VARIOUS JUMPER HARNESSES DAMAGED AND NEED REPLACEMENT. AT THIS POINT IS IT UNKNOWN WHAT PORTIONS OF THE BODY BUILDER HARNESSES ARE DAMAGED, THIS WILL HAVE TO BE ASSESED AFTER TEAR DOWN ALONG WITH ANYMORE UNSEEN DAMAGE. CUSTOMER APPROVED TO PROCEED WITH REPAIRS. USED CRAIN TO RAISE REFUSE BODY. TILTERED CAB FORWARD. REMOVED BATTERIES AND COMPLETE BATTERY BOX. PLACED ON JACK STANDS. REMOVED BOTH STEER TIRES. REMOVED OEM CHASSIS HARNESS AND BURNT COMPONENTS. REMOVED TWO HYDRAULIC HOSES. REMOVED AND INSTALLED NEW TRANSMISSION COOLING HOSES, SNESOR, OIL FILL, AND DIP STICK. REPLACED DAMAGED AIR LINES. REMOVED AND INSTALLED NEW ENGINE HARNESS. INSTALLED OEM CHASSIS HARNESS. INSTALLED NEW ABS AND TRANSMISSION CHASSIS HARNESS. TRANSFERED FUEL TO TANK. STARTED ENIGNE, BUILT AIR. NO ACTIVE FAULTS. VERIFIED REPAIRS.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

CONTINUED

Customer or Customer's Agent X _____

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/30/2023 17:23:05CST
INVOICE NUMBER/ACCT DOC NUMBER
3035062440
CUSTOMER NO. / BRANCH
109913 / 1201
PAGE:2 of 06

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

UNIT WILL NEED TO GO TO BODY BUILDER FOR REMAINING REPAIRS

Sales Qty	UOM	Item number	Item description	COR	Unit rate	Per	Extension
1.000	EA	E88-6030:PB	TUBE ASSY-DIPSTICK 320		700.00	EA	700.00
1.000	EA	K181267BXW:BX	WS-24 WHEEL SPEED SENSOR 64.4		63.11	EA	63.11
1.000	EA	V50-1116-08011-025:DY	HOSE-ASSY WIRE BRAID,SAE		55.68	EA	55.68
1.000	EA	26-03425-103:DY	HOSE ASSY-AIR BRAKE #8X103" SAE FLRD		76.90	EA	76.90
300.000	EA	CT05512:PB	TIE-CABLE 120LB, 15.25" BLK		0.74	EA	222.00
1.000	EA	4384259:CE	SENSOR,TEMPERATURE		282.36	EA	282.36
1.000	EA	3163075:CE	PAINT		22.31	EA	22.31
1.000	EA	V50-1117-16012-068:DY	HOSE-ASSY WIRE BRAID, JIC		220.00	EA	220.00
1.000	EA	29544139:AT	SENSOR ASSEMBLY-SPEED		205.00	EA	205.00
1.000	EA	V50-5033-0110100:DY	HOSE-ASSY COMPR DISCH		160.00	EA	160.00
1.000	EA	16-06910-40DS2600:DY	CABLE ASSY-BATTERY P 4/0 2600MM		190.91	EA	190.91
1.000	EA	BC14671:DY	CABLE ASSY-BATT 4/0DB 2600MM POS		240.00	EA	240.00
1.000	EA	16-06910-40BK1200:DY	CABLE-BATTERY,POS ASSY		81.63	EA	81.63
1.000	EA	BC1282:DY	BATT ASSY 4/0BE 1200MM POS		145.00	EA	145.00
1.000	EA	16-06911-40CK1800:DY	CABLE ASSY-BATTERY N 4/0 1800MM CK		320.00	EA	320.00
1.000	EA	BC1470:DY	CABLE ASSY-BATT 4/0 CE 2000MM NEG		175.00	EA	175.00
1.000	EA	BC1147:DY	CABLE ASSY-BATTERY POS		66.90	EA	66.90
1.000	EA	BC4020:DY	CABLE ASSY-BATTERY NEG		85.90	EA	85.90
1.000	EA	16-10057-1500:PB	HARNESS-ECU POWER		420.00	EA	420.00
1.000	EA	P92-7433:PB	HARNESS-CHASSIS ALLISON		1460.00	EA	1460.00
1.000	EA	P92-9236-002:PB	HARNESS-CHASSIS, 320		2852.03	EA	2852.03
1.000	EA	P92-8827-3600:PB	HARNESS-ECU CONSTANT POWER		322.23	EA	322.23
1.000	EA	P92-6383-23215500:PB	HARNESS- ABS,CHASSIS		1660.00	EA	1660.00
1.000	EA	P27-1284-212EXCH:PBB	BATTERY-STARTING PCAR 1000CCA STUD	EXC	175.00	EA	175.00
			BATTERY FEE		2.00	EA	
1.000		P27-1284-212EXCH-C1:PBB	BATTERY-STARTING PCAR 1000CCA STUD	CHG	35.91	EA	35.91
1.000	EA	16-05599-080:PB	HARNESS-EXT 2-WAY		73.12	EA	73.12
1.000	EA	16-06798:PB	SENSOR-REVERSE MOTION KIT		2070.00	EA	2070.00
1.000	EA	D2973-2367:DY	SHIELD-HOSE		21.90	EA	21.90
1.000	EA	5475063:CE	HARNESS,ETR CNT MDL WRG		2309.87	EA	2309.87
1.000	EA	FREIGHT	SHIPPING AND HANDLING		1500.00	EA	1500.00
1.000	EA		THERMAL KIT		977.93	EA	977.93
1.000	EA		tow job		1562.50	EA	1562.50
1.000	EA		7353953/Aluminized Heat Barrier		256.10	EA	256.10
1.000	EA	P27-1284-212EXCH:PBB	BATTERY-STARTING PCAR 1000CCA STUD	EXC	175.00	EA	175.00
			BATTERY FEE		2.00	EA	
1.000		P27-1284-212EXCH-C1:PBB	BATTERY-STARTING PCAR 1000CCA STUD	CHG	35.91	EA	35.91
1.000	EA		tow job		406.25	EA	406.25
2.000	EA	D2973-2367:DY	SHIELD-HOSE		21.90	EA	43.80

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
			CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE	
11/20/2023 17:23:05CST	
INVOICE NUMBER/ACCT DOC NUMBER	
3035062440	
CUSTOMER NO.	BRANCH
109913	1201
PAGE:3 of 06	

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

12.000 EA	D2973-2367:DY	SHIELD-HOSE	21.90 EA	262.80
1.000 EA	10799:LUC	CONTACT CLEANER AEROSOL/12X1/ 14	9.99 EA	9.99
1.000 EA	P92-6545-5000:PB	HARNESS-ABS 6S/6M	910.00 EA	910.00
1.000 EA	29546229:AT	SEAL-OIL, TUBE, (OIL FILL TUBE)	12.74 EA	12.74
1.000 EA	29543435:AT	SENSOR ASSEMBLY-SPEED	180.00 EA	180.00
1.000 EA	29543432:AT	SENSOR ASSEMBLY-SPEED, ROTATIONAL	220.00 EA	220.00
12.000 EA	3270-0613-0100:EH1	TUBING-AIRBRAKE ORANGE 3/8 OD 100	0.89 EA	10.68
15.000 EA	90834-4:IMS	YELL 3/8 DOT BRAKE TUBING	1.89 EA	28.35
9.000 EA	4247-041DX-004WHD:EH1	HOSE-A/B J844A DOT 1/4 PU	1.19 EA	10.71
12.000 EA	3270-0615-0100:EH1	TUBING-AIRBRAKE GREEN 3/8 OD 100 FT	1.29 EA	15.48
9.000 EA	4247-0410-0100:EH1	TUBING-100'/RL CONT BLACK BLACK	1.09 EA	9.81
4.000 EA	91202:IMS	A/B UNION 1/2 PUSH IN	21.90 EA	87.60
10.000 EA	91200:IMS	A/B UNION 1/4 PUSH IN	9.49 EA	94.90
15.000 EA	3270-1015-0250:EH1	TUBING-AIRBRAKE GREEN 5/8 OD 250 FT	2.29 EA	34.35
12.000 EA	90941:IMS	1/2 DOT AIR BRAKE TUBING	6.99 EA	83.88
4.000 EA	91203:IMS	A/B UNION 5/8 PUSH IN	26.90 EA	107.60
1.000 EA	91201:IMS	A/B UNION 3/8 PUSH IN	20.90 EA	20.90
6.000 EA	91201:IMS	A/B UNION 3/8 PUSH IN	20.90 EA	125.40
3.000 EA	91201:IMS	A/B UNION 3/8 PUSH IN	20.90 EA	62.70
2.000 EA	90681:IMS	A/B MALE CON NT 1/4 X 1/4	4.49 EA	8.98
1.000 EA	0495030:PB	FUSE-JCASE 30A LITTLEFUSE	6.49 EA	6.49
15.000 EA	CTD6511:PB	TIE-CABLE DUAL CLAMP BLK 19.2"	11.74 EA	176.10
20.000 EA	5-025DSP:PA	WIRE-3/8"SPLIT BLK CNVLTD POLY 100FT	0.44 EA	8.80
65.000 EA	71354-5:IMS	PLASTIC WIRE 18 GA RED	0.24 EA	15.60
1.000 EA		1/4 split lum/	25.77 EA	25.77
60.000 EA	6406004:R18	CABLE TIES 3/16 X7 IN BLK 100PC	0.09 EA	5.40
2.000 EA	0632216PE:PB	PIPECLIP 34,9MM	2.59 EA	5.18
20.000 FT	5526-062X400:R28	HEATER HOSE .625X 400 FT	4.99 EA	99.80
2.000 EA	CT9410:R58	CLAMP, CONSTANT TORQUE- MIN DIA	16.74 EA	33.48
20.000 EA	5-032DSP:PA	WIRE-1"SPLIT BLK CNVLTD POLY 100FT	0.89 EA	17.80
1.000 EA		hydraulic lines	623.66 EA	623.66
9.000 EA	5-030DSP:PA	WIRE-3/4"SPLIT BLK CNVLTD POLY 100FT	0.59 EA	5.31
1.000 EA	91202:IMS	A/B UNION 1/2 PUSH IN	21.90 EA	21.90
50.000 EA	CT05512:PB	TIE-CABLE 120LB, 15.25" BLK	0.74 EA	37.00
1.000 EA	6.5-70-18X:DSU	KIT-STRAP&BOLTS, 1/2	19.74 EA	19.74
1.000 EA	P92-8975-10110:PB	HARNESS-ENG, ISL-G, 320	5890.00 EA	5890.00

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/20/2023 17:23:05CST
INVOICE NUMBER/ACCT DOC NUMBER
3035062440
CUSTOMER NO. 109913 | BRANCH 1201

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

LABOR SUBTOTAL:	20070.00
PARTS SUBTOTAL:	26990.40
MISC SUBTOTAL.:	1972.75
COUPON SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	4.00
SHOP SUPPLIES FEE..:	2007.00
MACHINE CHARGE..:	0.00
JOB SUBTOTAL..:	51044.15

Employee(s) on above job : 00006255,00006324,

Job 3 VENT CNG

Defueled the LNG tank so unit can be bought into the shop. Had to get NG fuel into this unit so they could start it. Used a unit from VOC. Had to fuel it then go to HD and preform a controlled NG fuel transfer. tech started unit and did a couple of things and then was able to maximize pressure in LNG tank so it could be moved out the shop.

Sales Qty	UOM	Item number	Item description	COR Unit rate	Per	Extension

LABOR SUBTOTAL:	883.08
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	0.00
COUPON SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	4.00
SHOP SUPPLIES FEE..:	88.31
MACHINE CHARGE..:	0.00
JOB SUBTOTAL..:	975.39

Employee(s) on above job : 00010995,00006651,

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCEAND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/20/2023 17:23:05CST
INVOICE NUMBER/ACCT DOC NUMBER
3035062440
CUSTOMER NO. / BRANCH
109913 / 1201
PAGE:5 of 06

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

Employee(s) on above job :

****
INTERSTATE BILLING SERVICE NUMBER : R505651 AUTHORIZATION: wo0011
****
REMIT TO:

INTERSTATE BILLING SERVICE

P.O. BOX 2208
DECATUR AL 35609
US

*TOTAL LABOR:	21086.88
*TOTAL PARTS:	26990.40
*TOTAL MISC.:	
*TOTAL COUPON.:	0.00
*TOTAL EPA..:	12.00
*TOTAL SHOP.:	2108.69
*TOTAL MACHINE:	0.00

All parts are new unless specified otherwise

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE	
11/20/2023 17:23:05CST	
INVOICE NUMBER/ACCT DOC NUMBER	
3035062440	
CUSTOMER NO.	BRANCH
109913	1201
PAGE:6 of 06	

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
28963.15	TAXABLE/CA	2256.14	31219.29

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/20/2023 17:23:05CST
INVOICE NUMBER/ACCT DOC NUMBER
3035062440
CUSTOMER NO. / BRANCH
109913 / 1201
PAGE:1 of 06

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

Cust Unit # 806
Phone # 909-798-7525

License #
Contact #

COMPLETION DATE:
RTL UNIT:

YEAR: 2014 MAKE/MODEL: PETERBILT/320:PBT
SERIAL: 3BPZL20XXEF243542
MILEAGE: 1 MI

Date in Service....: 03/31/2014
Engine Make/Model..: CUMMINS/ISL
Engine Serial No...: 73593359
Trans Model.....: /

Front Diff Model...: DSH-44
Front Diff Serial..: HN04323365
Rear Diff Model....: DSH-44
Rear Diff Serial...: HN04323366

Job 1 DRIVESHAFT / DRIVELINE - REINSTALL

REINSTALLED DRIVELINE AFTER TOW

Sales Qty	UOM	Item number	Item description	COR Unit rate	Per	Extension
			LABOR SUBTOTAL:	133.80		
			PARTS SUBTOTAL:	0.00		
			MISC SUBTOTAL.:	0.00		
			COUPON SUBTOTAL.:			
			EPA FEE SUBTOTAL.:	4.00		
			SHOP SUPPLIES FEE..:	13.38		
			MACHINE CHARGE..:	0.00		
			JOB SUBTOTAL..:	151.18		

Employee(s) on above job : 00006255,

Job 2 INSPECT DAMAGES

INSPECTED UNIT FOR DAMAGES BY FIRE. FOUND UNIT TO HAVE EXTENSIVE DAMAGE CAUSED BY THE FIRE. ALL MAIN CAB AND CHASSIS HARNESSES WILL NEED TO BE REPLACED, ENGINE HARNESS DAMAGED AND NEEDS TO BE REPLACED, ABS HARNESS SEVERALLY DAMAGED AND NEEDS REPLACED, TRANSMISSION HARNESSES DAMAGED AND NEED TO BE REPLACED, ALL BATTERY CABLES BURNT AND NEEDS REPLACED, SEVERAL AIRLINES DAMAGED FROM FIRE AND NEED REPLACED, WHEEL SPEED SENSOR WIRING DAMAGED AND WHEEL SPEED SENSOR NEED TO BE REPLACED, AIR COMPRESSOR DISCHARGE LINE DAMAGED AND NEEDS TO BE REPLACED, SEVERAL SENSOR DAMAGED AND NEED REPLACED, VARIOUS JUMPER HARNESSES DAMAGED AND NEED REPLACEMENT. AT THIS POINT IS IT UNKNOWN WHAT PORTIONS OF THE BODY BUILDER HARNESSES ARE DAMAGED, THIS WILL HAVE TO BE ASSESSED AFTER TEAR DOWN ALONG WITH ANYMORE UNSEEN DAMAGE. CUSTOMER APPROVED TO PROCEED WITH REPAIRS. USED CRAIN TO RAISE REFUSE BODY. TILTERED CAB FORWARD. REMOVED BATTERIES AND COMPLETE BATTERY BOX. PLACED ON JACK STANDS. REMOVED BOTH STEER TIRES. REMOVED OEM CHASSIS HARNESS AND BURNT COMPONENTS. REMOVED TWO HYDRAULIC HOSES. REMOVED AND INSTALLED NEW TRANSMISSION COOLING HOSES, SNESOR, OIL FILL, AND DIP STICK. REPLACED DAMAGED AIR LINES. REMOVED AND INSTALLED NEW ENGINE HARNESS. INSTALLED OEM CHASSIS HARNESS. INSTALLED NEW ABS AND TRANSMISSION CHASSIS HARNESS. TRANSFERED FUEL TO TANK. STARTED ENIGNE, BUILT AIR. NO ACTIVE FAULTS. VERIFIED REPAIRS.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
			CONTINUED

Customer or Customer's Agent X _____

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/20/2023 17:23:05CST
INVOICE NUMBER/ACCT DOC NUMBER
3035062440
CUSTOMER NO. / BRANCH
109913 / 1201
PAGE:2 of 06

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

UNIT WILL NEED TO GO TO BODY BUILDER FOR REMAINING REPAIRS

Sales Qty	UOM	Item number	Item description	COR	Unit rate	Per	Extension
1.000	EA	E88-6030:PB	TUBE ASSY-DIPSTICK 320		700.00	EA	700.00
1.000	EA	K181267EXW:BX	WS-24 WHEEL SPEED SENSOR 64.4		63.11	EA	63.11
1.000	EA	V50-1116-08011-025:DY	HOSE-ASSY WIRE BRAID,SAE		55.68	EA	55.68
1.000	EA	26-03425-103:DY	HOSE ASSY-AIR BRAKE #8X103" SAE FLRD		76.90	EA	76.90
300.000	EA	CT05512:PB	TIE-CABLE 120LB, 15.25" BLK		0.74	EA	222.00
1.000	EA	4384259:CE	SENSOR,TEMPERATURE		282.36	EA	282.36
1.000	EA	3163075:CE	PAINT		22.31	EA	22.31
1.000	EA	V50-1117-16012-068:DY	HOSE-ASSY WIRE BRAID, JIC		220.00	EA	220.00
1.000	EA	29544139:AT	SENSOR ASSEMBLY-SPEED		205.00	EA	205.00
1.000	EA	V50-6033-0110100:DY	HOSE-ASSY COMPR DISCH		160.00	EA	160.00
1.000	EA	16-06910-40DS2600:DY	CABLE ASSY-BATTERY P 4/0 2600MM		190.91	EA	190.91
1.000	EA	BC14671:DY	CABLE ASSY-BATT 4/0DB 2600MM POS		240.00	EA	240.00
1.000	EA	16-06910-40BK1200:DY	CABLE-BATTERY,POS ASSY		81.63	EA	81.63
1.000	EA	BC1282:DY	BATT ASSY 4/0BE 1200MM POS		145.00	EA	145.00
1.000	EA	16-06911-40CK1800:DY	CABLE ASSY-BATTERY N 4/0 1800MM CK		320.00	EA	320.00
1.000	EA	BC1470:DY	CABLE ASSY-BATT 4/0 CE 2000MM NEG		175.00	EA	175.00
1.000	EA	BC1147:DY	CABLE ASSY-BATTERY POS		66.90	EA	66.90
1.000	EA	BC4020:DY	CABLE ASSY-BATTERY NEG		85.90	EA	85.90
1.000	EA	16-10057-1500:PB	HARNESS-ECU POWER		420.00	EA	420.00
1.000	EA	P92-7433:PB	HARNESS-CHASSIS ALLISON		1460.00	EA	1460.00
1.000	EA	P92-9236-002:PB	HARNESS-CHASSIS, 320		2852.03	EA	2852.03
1.000	EA	P92-8827-3600:PB	HARNESS-ECU CONSTANT POWER		322.23	EA	322.23
1.000	EA	P92-6383-23215500:PB	HARNESS- ABS,CHASSIS		1660.00	EA	1660.00
1.000	EA	P27-1284-212EXCH:PBB	BATTERY-STARTING PCAR 1000CCA STUD	EXC	175.00	EA	175.00
			BATTERY FEE		2.00	EA	
1.000		P27-1284-212EXCH-C1:PBB	BATTERY-STARTING PCAR 1000CCA STUD	CHG	35.91	EA	35.91
1.000	EA	16-05599-080:PB	HARNESS-EXT 2-WAY		73.12	EA	73.12
1.000	EA	16-06798:PB	SENSOR-REVERSE MOTION KIT		2070.00	EA	2070.00
1.000	EA	D2973-2367:DY	SHIELD-HOSE		21.90	EA	21.90
1.000	EA	5475063:CE	HARNESS,ETR CNT MDL WRG		2309.87	EA	2309.87
1.000	EA	FREIGHT	SHIPPING AND HANDLING		1500.00	EA	1500.00
1.000	EA		THERMAL KIT		977.93	EA	977.93
1.000	EA		tow job		1562.50	EA	1562.50
1.000	EA		7353953/Aluminized Heat Barrier		256.10	EA	256.10
1.000	EA	P27-1284-212EXCH:PBB	BATTERY-STARTING PCAR 1000CCA STUD	EXC	175.00	EA	175.00
			BATTERY FEE		2.00	EA	
1.000		P27-1284-212EXCH-C1:PBB	BATTERY-STARTING PCAR 1000CCA STUD	CHG	35.91	EA	35.91
1.000	EA		tow job		406.25	EA	406.25
2.000	EA	D2973-2367:DY	SHIELD-HOSE		21.90	EA	43.80

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
			CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE	
11/20/2023 17:23:05CST	
INVOICE NUMBER/ACCT DOC NUMBER	
3035062440	
CUSTOMER NO.	BRANCH
109913	1201
PAGE:3 of 06	

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

12.000 EA	D2973-2367:DY	SHIELD-HOSE	21.90 EA	262.80
1.000 EA	10799:LUC	CONTACT CLEANER AEROSOL/12X1/ 14	9.99 EA	9.99
1.000 EA	P92-6545-5000:PB	HARNESS-ABS 6S/6M	910.00 EA	910.00
1.000 EA	29546229:AT	SEAL-OIL, TUBE, (OIL FILL TUBE)	12.74 EA	12.74
1.000 EA	29543435:AT	SENSOR ASSEMBLY-SPEED	180.00 EA	180.00
1.000 EA	29543432:AT	SENSOR ASSEMBLY-SPEED, ROTATIONAL	220.00 EA	220.00
12.000 EA	3270-0613-0100:EH1	TUBING-AIRBRAKE ORANGE 3/8 OD 100	0.89 EA	10.68
15.000 EA	90834-4:IMS	YELL 3/8 DOT BRAKE TUBING	1.89 EA	28.35
9.000 EA	4247-041DX-004WHD:EH1	HOSE-A/B J844A DOT 1/4 PU	1.19 EA	10.71
12.000 EA	3270-0615-0100:EH1	TUBING-AIRBRAKE GREEN 3/8 OD 100 FT	1.29 EA	15.48
9.000 EA	4247-0410-0100:EH1	TUBING-100'/RL CONT BLACK BLACK	1.09 EA	9.81
4.000 EA	91202:IMS	A/B UNION 1/2 PUSH IN	21.90 EA	87.60
10.000 EA	91200:IMS	A/B UNION 1/4 PUSH IN	9.49 EA	94.90
15.000 EA	3270-1015-0250:EH1	TUBING-AIRBRAKE GREEN 5/8 OD 250 FT	2.29 EA	34.35
12.000 EA	90941:IMS	1/2 DOT AIR BRAKE TUBING	6.99 EA	83.88
4.000 EA	91203:IMS	A/B UNION 5/8 PUSH IN	26.90 EA	107.60
1.000 EA	91201:IMS	A/B UNION 3/8 PUSH IN	20.90 EA	20.90
6.000 EA	91201:IMS	A/B UNION 3/8 PUSH IN	20.90 EA	125.40
3.000 EA	91201:IMS	A/B UNION 3/8 PUSH IN	20.90 EA	62.70
2.000 EA	90681:IMS	A/B MALE CON NT 1/4 X 1/4	4.49 EA	8.98
1.000 EA	0495030:PB	FUSE-JCASE 30A LITTLEFUSE	6.49 EA	6.49
15.000 EA	CTD6511:PB	TIE-CABLE DUAL CLAMP BLK 19.2"	11.74 EA	176.10
20.000 EA	5-025DSP:PA	WIRE-3/8"SPLIT BLK CNVLTD POLY 100FT	0.44 EA	8.80
65.000 EA	71354-5:IMS	PLASTIC WIRE 18 GA RED	0.24 EA	15.60
1.000 EA		1/4 split lum/	25.77 EA	25.77
60.000 EA	6406004:R18	CABLE TIES 3/16 X7 IN BLK 100PC	0.09 EA	5.40
2.000 EA	0632216PE:PB	PIPECLIP 34,9MM	2.59 EA	5.18
20.000 FT	5526-062X400:R28	HEATER HOSE .625X 400 FT	4.99 EA	99.80
2.000 EA	CT9410:R58	CLAMP, CONSTANT TORQUE- MIN DIA	16.74 EA	33.48
20.000 EA	5-032DSP:PA	WIRE-1"SPLIT BLK CNVLTD POLY 100FT	0.89 EA	17.80
1.000 EA		hydraulic lines	623.66 EA	623.66
9.000 EA	5-030DSP:PA	WIRE-3/4"SPLIT BLK CNVLTD POLY 100FT	0.59 EA	5.31
1.000 EA	91202:IMS	A/B UNION 1/2 PUSH IN	21.90 EA	21.90
50.000 EA	CT05512:PB	TIE-CABLE 120LB, 15.25" BLK	0.74 EA	37.00
1.000 EA	6.5-70-18X:DSU	KIT-STRAP&BOLTS, 1/2	19.74 EA	19.74
1.000 EA	P92-8975-10110:PB	HARNESS-ENG, ISL-G, 320	5890.00 EA	5890.00

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
			CONTINUED

Customer or Customer's Agent X _____

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE	
11/20/2023 17:23:05CST	
INVOICE NUMBER/ACCT DOC NUMBER	
3035062440	
CUSTOMER NO.	BRANCH
109913	1201
PAGE:4 of 06	

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

LABOR SUBTOTAL:	20070.00
PARTS SUBTOTAL:	26990.40
MISC SUBTOTAL.:	1972.75
COUPON SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	4.00
SHOP SUPPLIES FEE..:	2007.00
MACHINE CHARGE..:	0.00
JOB SUBTOTAL..:	51044.15

Employee(s) on above job : 00006255,00006324,

Job 3 VENT CNG

Defueled the LNG tank so unit can be bought into the shop. Had to get NG fuel into this unit so they could start it. Used a unit from VOC. Had to fuel it then go to HD and preform a controlled NG fuel transfer. tech started unit and did a couple of things and then was able to maximize pressure in LNG tank so it could be moved out the shop.

Sales Qty	UOM	Item number	Item description	COR Unit rate	Per	Extension

LABOR SUBTOTAL:	883.08
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	0.00
COUPON SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	4.00
SHOP SUPPLIES FEE..:	88.31
MACHINE CHARGE..:	0.00
JOB SUBTOTAL..:	975.39

Employee(s) on above job : 00010995,00006651,

Job 4 LABOR MOVE

MOVED LABOR COST TO SEPERATE RO FOR CUSTOMER PO REQUEST

Sales Qty	UOM	Item number	Item description	COR Unit rate	Per	Extension
1.000	EA		REF# 41978456	23207.57-	EA	23207.57-

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE	
11/20/2023 17:23:05CST	
INVOICE NUMBER/ACCT DOC NUMBER	
3035062440	
CUSTOMER NO.	BRANCH
109913	1201
PAGE:5 of 06	

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	23207.57 -
COUPON SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
MACHINE CHARGE..:	0.00
JOB SUBTOTAL..:	23207.57 -

Employee(s) on above job :

****
INTERSTATE BILLING SERVICE NUMBER : R505651 AUTHORIZATION: wo0011
****
REMIT TO:

INTERSTATE BILLING SERVICE

P.O. BOX 2208
DECATUR AL 35609
US

*TOTAL LABOR:	21086.88
*TOTAL PARTS:	26990.40
*TOTAL MISC.:	21234.82-
*TOTAL COUPON.:	0.00
*TOTAL EPA..:	12.00
*TOTAL SHOP.:	2108.69
*TOTAL MACHINE:	0.00

All parts are new unless specified otherwise

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/20/2023 17:23:05CST
INVOICE NUMBER/ACCT DOC NUMBER
3035062440
CUSTOMER NO. / BRANCH
109913 / 1201
PAGE:6 of 06

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22400600	40166849	909-798-7525	18767-Jacob Fosnot	16669

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
28963.15	TAXABLE/CA	2256.14	31219.29

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE
11/20/2023 17:25:16CST
INVOICE NUMBER/ACCT DOC NUMBER
3035032049
CUSTOMER NO. / BRANCH
109913 / 1201
PAGE:1 of 03

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22401209	41978456	909-798-7525	18767-Jacob Fosnot	16669

Cust Unit # 806
Phone # 909-798-7525

License #
Contact #

COMPLETION DATE:
RTL UNIT:

YEAR: 2014 MAKE/MODEL: PETERBILT/320:PBT
SERIAL: 3BPZL20XXEF243542
MILEAGE: 1 MI

Date in Service....: 03/31/2014
Engine Make/Model..: CUMMINS/ISL
Engine Serial No...: 73593359
Trans Model.....: /

Front Diff Model...: DSH-44
Front Diff Serial..: HN04323365
Rear Diff Model....: DSH-44
Rear Diff Serial...: HN04323366

Job 1 BURN DAMAGES LABOR

LABOR COST FOR BURN JOB REPAIRS, REF RO# 40166849. CUSTOMER REQUEST SEPERATE CHARGE FOR DUAL PO USE.

Sales Qty	UOM	Item number	Item description	COR	Unit rate	Per	Extension
1.000	EA		REF# 40166849		23207.57	EA	23207.57

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	0.00
MISC SUBTOTAL.:	23207.57
COUPON SUBTOTAL.:	
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
MACHINE CHARGE..:	0.00
JOB SUBTOTAL..:	23207.57

Employee(s) on above job :

****
INTERSTATE BILLING SERVICE NUMBER : RS05651 AUTHORIZATION: wo0021
****
REMIT TO:

INTERSTATE BILLING SERVICE

P.O. BOX 2208
DECATUR AL 35609
US

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
			CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE	
11/20/2023 17:25:16CST	
INVOICE NUMBER/ACCT DOC NUMBER	
3035032049	
CUSTOMER NO.	BRANCH
109913	1201
PAGE:2 of 03	

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22401209	41978456	909-798-7525	18767-Jacob Fosnot	16669

*TOTAL LABOR:	0.00
*TOTAL PARTS:	0.00
*TOTAL MISC.:	23207.57
*TOTAL COUPON.:	0.00
*TOTAL EPA..:	0.00
*TOTAL SHOP.:	0.00
*TOTAL MACHINE:	0.00

All parts are new unless specified otherwise

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

CONTINUED

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
LIC NO. ARD00266483 | EPA ID #CAD122295017
14490 SLOVER AVE.
FONTANA CA 92337-7146 US
800-359-1639
*** www.rushtruckcenters.com ***

INVOICE DATE	
11/20/2023 17:25:16CST	
INVOICE NUMBER/ACCT DOC NUMBER	
3035032049	
CUSTOMER NO.	BRANCH
109913	1201
PAGE:3 of 03	

SOLD TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

Service Invoice

SHIP TO : CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162
US

RUSH WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ("SERVICES WARRANTY"). THE SERVICES WARRANTY IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE THE SERVICES ARE PERFORMED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND RUSH'S ENTIRE LIABILITY UNDER THE SERVICES WARRANTY, IS THE REPAIR OF ANY NONCONFORMING PORTION OF THE SERVICES BY RUSH. ANY WARRANTIES ON ANY PARTS, COMPONENTS, ACCESSORIES OR MATERIALS USED IN CONJUNCTION WITH THE SERVICES ("PARTS") ARE LIMITED ONLY TO THOSE WRITTEN WARRANTIES PROVIDED BY THE APPLICABLE PARTS' MANUFACTURER. EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE. SEE THE TERMS AND CONDITIONS OF SERVICE REFERENCED IN THE NOTE BELOW FOR MORE DETAIL.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
22401209	41978456	909-798-7525	18767-Jacob Fosnot	16669

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
23207.57	EXEMPT/CA	0.00	23207.57

NOTE: THIS INVOICE CONTAINS AN ITEMIZED LIST OF REPAIRS AND PARTS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SERVICE INCLUDED ON THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD AND LOCATED AT HTTP://WWW.RUSHTRUCKCENTERS.COM/RUSH-MAINTENANCE-AND-REPAIR-TERMS-OF-SERVICE ("TERMS"). CUSTOMER CONFIRMS ITS AGREEMENT TO THE TERMS BY AUTHORIZING PAYMENT OF THIS INVOICE.

Customer or Customer's Agent X _____

City Council/Financing Authority Meeting **H. 13.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sole source purchase order for the purchase of three (3) Iteris video detection units for the traffic signals from Iteris, Inc. for an amount not to exceed $86,782.66 (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the purchase of three (3) Iteris video detection units for an amount not to exceed $86,782.66.

RECOMMENDATION:

Staff recommends that the City Council approve a sole source purchase order for the purchase of three (3) Iteris video detection units for the traffic signals from Iteris, Inc. for an amount not to exceed $86,782.66.

DISCUSSION:

The City of Redlands Electrical Division is responsible for maintaining 75 traffic signals and numerous illuminated crosswalks citywide. Two methods of vehicle detection are employed: in-ground inductive loops and video detection systems. Many of the video detection units are at, or beyond, their expected lifespan, and replacement parts are increasingly difficult to obtain.

To address this, the Facilities and Community Services Department and the Municipal Utilities and Engineering Department have worked together to develop standardized signal specifications. Iteris, Inc. video detection systems were identified as industry leaders, known for their reliability and effective customer service. Given the specialized nature of this equipment and the lack of

comparable alternatives, traditional bidding processes are not suitable for this procurement. Therefore, staff is proposing a Sole Source purchase for these critical upgrades.

ALTERNATIVES:

City Council may elect not to approve the sole source purchase order and direct staff accordingly.

STRATEGIC PLAN:

Supports Strategic Plan Priority B - Public Health and Safety

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$86,782.66
Budgeted Y/N:	Y
Account No.:	101302

Discussion:

Sufficient funding for this service is included in the Street and Electrical Division budget (101302) for Fiscal Year 2023-2024 as approved by City Council.

Attachments

Sole Source Iteris, LLC.
Sole Source Vendor Quote
Sole Source Letter

Sole Source/ Single Source/ Standardization Form

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

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

Date: 4/17/24

TO: Purchasing Division

FROM: Mike Foster

Purchase Requisition # _____

Estimated Total Cost: $ 86,782.66

Proposed Vendor: Iteris

Request Term: One time

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

■ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Two years ago, FCS and MUED worked collaboratively on standardizing components and have chosen Iteris Next . Iteris video detection has been utilized in the City for decades and is a leader in the industry. Deviations would be outside the City's newly created specs.

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

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

We would need to use another system, further creating less uniformity.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Mike Foster 4/17/2024
Prepared by Date

4/17/24
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00014694

March 20, 2024

Agency: Redlands, City of
Contractor:
Project Name: 2024032030 Redlands 3 intersections VDS upgrade Systems
Reference: 2024032030 Redlands 3 intersections VDS upgrade Systems

Delivery Term: FOB Destination
Payment Terms: NET 30 Days
Sales Rep:

Fax or email Purchase Orders to: 949-270-9441 or rsorders@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Intersection 1 Rack Mount

Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	$152.00	$304.00		$304.00
CAT6-16AWG	Cat6 Siamese cable with the 16 AWG ground wire	1000	$0.97	$970.00		$970.00
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	1	$1,529.00	$1,529.00		$1,529.00
NEXT-CAM-BH-PAK	Vantage Next WDR Camera with pre-installed bulkhead RJ45 connection. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors).	2	$2,038.00	$4,076.00	15	$3,464.60
NEXT-CCU-PAK	Vantage Next CCU Unit 1U box supports up to 2 NEXT DVPs ordered separately Includes NEXT CCU SHIPKIT NEMA cabinet mounting bracket 2 4GHz rubber duck antenna USB optical mouse 6 ft HDMI cable 5 ft Cat5e patch cable 4 x 3 ft Cat5e patch cables screwdriver insulated crimp on ground lug 6 ft power cord	1	$3,710.00	$3,710.00	15	$3,153.50
NEXT-DVP-PAK	VantageNext Dual Video Processor supports 2 x NEXT CAM Includes NEXT DVPSHIPKIT	2	$3,965.00	$7,930.00	15	$6,740.50
TS2CABLE-2070-4	493024101 4 FOOT Cable Assembly SDLC2 2070 controller	1	$70.00	$70.00		$70.00
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	1	$0.00	$0.00		$0.00
VECTOR-NEXT-BH	SENSOR ASSEMBLY VECTOR IN NEXT BULK HEAD TYPE 45 RADAR	2	$5,851.00	$11,702.00	15	$9,946.70
						$26,178.30

Intersection 2 Rack Mount

Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	$152.00	$304.00		$304.00
CAT6-16AWG	Cat6 Siamese cable with the 16 AWG ground wire	1000	$0.97	$970.00		$970.00
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	1	$1,529.00	$1,529.00		$1,529.00

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00014694

March 20, 2024

Intersection 2 Rack Mount						
Product Name	**Product Description**	**Qty**	**Unit Price**	**Price**	**Discount %**	**Ext. Price**
NEXT-CAM-BH-PAK	Vantage Next WDR Camera with pre-installed bulkhead RJ45 connection. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors).	2	$2,038.00	$4,076.00	15	$3,464.60
NEXT-CCU-PAK	Vantage Next CCU Unit 1U box supports up to 2 NEXT DVPs ordered separately Includes NEXT CCU SHIPKIT NEMA cabinet mounting bracket 2 4GHz rubber duck antenna USB optical mouse 6 ft HDMI cable 5 ft Cat5e patch cable 4 x 3 ft Cat5e patch cables screwdriver insulated crimp on ground lug 6 ft power cord	1	$3,710.00	$3,710.00	15	$3,153.50
NEXT-DVP-PAK	VantageNext Dual Video Processor supports 2 x NEXT CAM Includes NEXT DVPSHIPKIT	2	$3,965.00	$7,930.00	15	$6,740.50
TS2CABLE-2070-4	493024101 4 FOOT Cable Assembly SDLC2 2070 controller	1	$70.00	$70.00		$70.00
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	1	$0.00	$0.00		$0.00
VECTOR-NEXT-BH	SENSOR ASSEMBLY VECTOR IN NEXT BULK HEAD TYPE 45 RADAR	2	$5,851.00	$11,702.00	15	$9,946.70
						$26,178.30

Intersection 3 NEMA						
Product Name	**Product Description**	**Qty**	**Unit Price**	**Price**	**Discount %**	**Ext. Price**
Adjustable Swivel Monitor Bracket	Mon-Brkt-Swvl Adjustable Swivel Monitor Bracket	1	$165.00	$165.00		$165.00
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	$152.00	$304.00		$304.00
CAT6-16AWG	Cat6 Siamese cable with the 16 AWG ground wire	2000	$0.97	$1,940.00		$1,940.00
EDI-PS-250	TS2 shelf mount heavy duty cabinet power supply	1	$550.00	$550.00		$550.00
MON-10LCD-SL	10 in. Color LCD Monitor, Sunlight Viewable, 2 composite video inputs, 1 VGA input, 1 HDMI input (NTSC/PAL)	1	$504.00	$504.00		$504.00
NEXT-CAM-BH-PAK	Vantage Next WDR Camera with pre-installed bulkhead RJ45 connection. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors).	2	$2,038.00	$4,076.00	15	$3,464.60
NEXT-CCU-SM4-TS2-PAK	Vantage Next CCU, Shelf-Mount Unit, for TS2 applications. Supports up to 4 sensors, no separate rack-mount processors required. Includes CCU-SM-TS2-SHIPKIT (external din-rail power supply, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, screwdriver)	1	$12,385.00	$12,385.00	15	$10,527.25
TS2 CABLE	SDLC Cable for TS2 VRACK	1	$42.00	$42.00		$42.00

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00014694

March 20, 2024

Intersection 3 NEMA						
Product Name	**Product Description**	**Qty**	**Unit Price**	**Price**	**Discount %**	**Ext. Price**
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	1	$0.00	$0.00		$0.00
VECTOR-NEXT-BH	SENSOR ASSEMBLY VECTOR IN NEXT BULK HEAD TYPE 45 RADAR	2	$5,851.00	$11,702.00	15	$9,946.70
						$27,443.55

Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf, which are incorporated herein by this reference.

RodefX is an authorized Iteris Sales Representative for Iteris Roadway Sensors products and may sign quotations on Iteris' behalf with a total sales price of $80,000 or less. Quotations that exceed $80,000 in total price must be approved by an Authorized Iteris Signature.

Total before Discount: $92,250.00	**SUBTOTAL**	$79,800.15
	FREIGHT	Allowed
	TAX	$6,982.51
	TOTAL:	$86,782.66

Authorized Iteris Signature | **Date** | **Michael Girardot, RodefX**

Iteris Roadway Sensor Products
Standard Terms and Conditions of Sale

1. **Sole Agreement**. These Standard Terms and Conditions of Sale for the sale and purchase of goods and services between Iteris, Inc. ("**Iteris**") and the purchaser or buyer ("**Purchaser**") indicated on the face of the price quotation, proposal, contract, sales order or offer from Iteris constitute the entire agreement between Iteris and Purchaser (the "**Agreement**") and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement. Iteris shall not be bound by any terms or conditions not set forth in this Agreement, including but not limited to, any purchase order or purchase contract ("**Order**") from Purchaser that is in any way inconsistent with or in addition to this Agreement. This Agreement may not be expanded or modified except by an instrument in writing executed by an authorized representative of Iteris. Iteris' acceptance of Purchaser's Order shall not be deemed an acceptance of any modification to any term or condition contained herein, but rather an acceptance of Purchaser's agreement to purchase goods and services upon the terms set forth in this Agreement. All Orders, whether or not based on specific quotations, are subject to Iteris' acceptance by an authorized Iteris representative. Notwithstanding the foregoing, if Purchaser is purchasing a Subscription Service (defined below), such services are subject to a separate service agreement that Purchaser will be required to accept and agree, and nothing in the Subscription Services agreement shall be construed to modify the terms and conditions of this Agreement for other products and services subject to this Agreement. "**Subscription Service(s)**" means an Iteris service offering, of which access and use is subject to a subscription fee, including without limitation, Iteris SPM, VantageLive!, and ClearGuide, and all respective subsequent variations and versions.

2. **Shipment**. All prices are in United States Dollars (USD or $) and quoted FCA (Free Carrier at named point, Incoterms® 2010), or in jurisdictions that have not adopted Incoterms®, FOB at the shipping point of Iteris, Inc. Title to goods and its related services sold hereunder (individually, a "**Product**" and collectively, "**Products**") shall pass to the Purchaser upon delivery of Products to the carrier. Iteris, however, retains a security interest and a vendor's lien against the Products until payment in full is received. Purchaser agrees to perfect and maintain such security interest for Iteris. In the absence of specific written instructions that Iteris has accepted, Iteris will ship Products by what it deems to be the most appropriate method for shipment. Although Iteris may transact for carriage, all freight charges and insurance premiums will be for the account of Purchaser. Upon delivery to the carrier, Purchaser assumes all risk of loss. Any such loss shall not relieve Purchaser of its obligation to pay Iteris in full for Products, freight and insurance. Purchaser shall have the right to negotiate with the carrier and/or insurer to recoup its loss.

3. **Delivery**. Standard shipments to Purchaser will be approximately 30-45 days after receipt of an Order. In the event that Purchaser requests a guaranteed ship date, Iteris reserves the right, after notice to Purchaser, to include in the final purchase price any expenses which increase the cost of production or delivery, including but not limited to, expediting and overtime expenses, parts procurement premiums, etc. Iteris reserves the right to ship complete orders in advance of the ship dates specified and, with prior approval from Purchaser, partial orders. Iteris shall not be liable for either delays in delivery or the failure to manufacture if such delay or failure is due to causes beyond Iteris' reasonable control, including but not limited to, acts of God, acts or omissions of either Purchaser or third parties, intervention of any government authority, strikes, lockouts or other labor disturbances, floods, fires, earthquakes, epidemics, quarantines, riots, wars, delays in transportation, or where Iteris is unable to obtain necessary labor, materials or manufacturing facilities. In the event of such delay or failure, the delivery date shall be extended for a period equal to the time lost by reason of the delay or failure.

4. **Payment Terms**. Unless an authorized Iteris representative agrees upon different credit terms in writing at the time of acceptance of Purchaser's order, the standard terms of payment shall be cash or wire transfer of funds in advance of shipment or, for international shipments, Irrevocable Sight Letter of Credit collectable within thirty (30) days after shipment. Iteris' obligation to deliver Products is subject to Purchaser's compliance with the foregoing payment terms, or in the event credit is granted by Iteris, any such credit terms provided. Iteris may at any time, in its reasonable business judgment, if the financial condition of Purchaser warrants, either alter the credit terms or suspend credit and delay delivery until such time as the revised credit terms are met. Iteris shall have the right to cancel any unfilled order, or delay its shipment, for failure of Purchaser to meet its payment schedule or obligations. In the event any payment is not made when due, Iteris shall have the right to accelerate the due date of the entire unpaid balance and to increase the unpaid balance of the sales price at the rate of one and a half percent (1.5%) per month, or the maximum allowed by law, on the unpaid balance until the account is paid in full, in addition to any reasonable attorneys' fees or other collection expenses.

5. **Taxes**. All prices are exclusive of any and all taxes, duties, tariffs, fees, or assessments, including but not limited to sales, use, excise, VAT, or similar taxes and export or import duties or fees applied to the sale or to the Products sold, by any United States or foreign federal, state, provincial, or local governmental body. Any such taxes that must be paid by Iteris shall be separately itemized on Iteris' invoice and paid by Purchaser, or in lieu thereof, Purchaser shall furnish Iteris a properly executed tax exemption certificate prior to shipment.

6. **Limited Warranty**. For the purposes of this Agreement the "**End User**" shall be the Purchaser or, if Purchaser is a contractor, distributor or other authorized reseller to whom Iteris delivered Products intended for use by a third party, shall be the intended third party.

Iteris Hardware Products: Iteris hardware Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted, at the time of delivery to End User, to conform to Iteris' published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris' Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris' approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, End User must request a Return Material Authorization ("**RMA**") before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and End User shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris' option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. ***This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of delivery of each unit of Product to Purchaser.*** Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

Iteris Software Products: Software Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted to the licensed End User in accordance with the software license and warranty packaged with the software.

Non-Iteris Products: Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted, if at all, by the manufacturer or producer to the End User in accordance with the warranty documentation provided by the manufacturer or producer.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY UNDER ANY LEGAL OR EQUITABLE THEORY (RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT) FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

7. **Return Material Authorizations**. Upon request by the End User for an RMA whether for repair, replacement, or credit, Iteris agrees that it will either issue such RMA or provide End User with a written explanation for its refusal to issue the RMA within thirty (30) days of the request by End User. If Iteris provides a Field Replaceable Unit (**"FRU**") or replacement Product in advance of receipt of an authorized return and does not receive the returned unit within

30 days of shipment, End User will be invoiced for the FRU or replacement. End User shall pay all shipping costs for items returned to Iteris. For items repaired or replaced under a valid warranty claim, Iteris shall pay shipping costs for return of repaired or replaced item to End User.

8. **Indemnification.**

a. *Purchaser Indemnification*. Iteris shall indemnify, defend and hold Purchaser, and its affiliates, directors, officers, shareholders, and employees harmless from and against any claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, the "**Liabilities**") to the extent arising out of third party claims based on a product liability or strict liability in tort relating to the Product or Iteris' negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property.

b. *Iteris Indemnification*. Purchaser shall indemnify, defend and hold Iteris, and its affiliates, directors, officers, shareholders, and employees harmless from and against any Liabilities to the extent arising out of third party claims based on products other than Iteris Products supplied by Purchaser or Purchaser's negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property. In the event that Purchaser is a governmental agency or body, the foregoing Iteris Indemnification shall not apply to the extent prohibited by law.

c. *Indemnification Procedures*. The Parties will follow the following indemnification procedures. Promptly after receipt by any entity entitled to indemnification of notice of a third party claim, the Party seeking indemnity ("**Indemnitee**") shall notify the other Party ("**Indemnitor**") of such claim in writing. No failure to provide obligations under this Agreement except to the extent that it can demonstrate prejudice attributable to the failure. Within fifteen (15) calendar days following receipt of written notice from Indemnitee, but in no event later than ten (10) calendar days before the date a response to such claim is due ("**Election Notice Period**"), Indemnitor shall notify Indemnitee in writing if the Indemnitor elects to assume control of the defense and settlement of that third party claim ("**Election Notice**"). If Indemnitor delivers an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided that (a) the Indemnitee may participate in the defense and employ counsel at its own expense to assist with such third party claim, and (b) Indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such third party claim that purports to binds the Indemnitee. After the Indemnitor has delivered an Election Notice, Indemnitor shall not be liable to the Indemnitee for any legal expenses incurred by the Indemnitee in connection with the defense of that third party claim. In addition, the Indemnitor shall not be required to indemnify the Indemnitee for any amount paid or payable by the Indemnitee in the settlement of any third party claim for which the Indemnitor has delivered a timely Election Notice, if such amount was agreed to without the written consent of the Indemnitor. If the Indemnitor does not deliver an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitee shall have the right to defend the third party claim in such manner as it may deem appropriate, at the sole cost and expense of the Indemnitor. The Indemnitor shall promptly reimburse the Indemnitee for all such costs and expenses (i.e. Liabilities).

9. **Intellectual Property Indemnification**. Iteris shall indemnify and hold harmless Purchaser from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright ("**Intellectual Property**") to the extent arising out of the distribution or use of Iteris Products as delivered to Purchaser by Iteris hereunder (the "**IP Indemnity**"); provided that Purchaser notifies Iteris in writing within ten (10) days of Purchaser's first notice of an infringement claim, threat or suit ("**Infringement Claim**") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products are rendered infringing by (i) alteration of Iteris Products or the operation thereof, not by Iteris or duly authorized by Iteris in writing, (ii) use of Iteris Products in combination with other products, software, or services, (iii) Iteris' modification of its Products in compliance with the Purchaser's specifications or instructions, or (iv) Purchaser's failure to use and implement instructions provided by Iteris in a writing that would have rendered the Iteris Product non-infringing after reasonable time after receipt by Purchaser and before actual infringement. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed Intellectual Property or (ii) modifying or replacing the alleged infringing Product with non-infringing Product. In the event that neither (i) or (ii) are commercially possible, then Iteris shall have the right to rescind the purchase of the affected portions of the Products and to refund the Purchaser with a pro rata amount of monies paid for such affected Products. The foregoing IP Indemnity shall not extend to claims based on infringement of Intellectual Property outside the United States of America. Iteris' sole obligation and liability to Purchaser with respect to indemnification of claims shall be as set forth in this paragraph and specifically excludes indemnification for consequential damages, incidental damages, punitive damages, and attorneys' fees.

10. **Arbitration**. It is the intent of the parties that any controversy will be elevated to the highest management levels within the respective organizations in an attempt to resolve the matter most efficiently. If the parties are unable, after good faith negotiations, which each hereby covenants to undertake, to resolve any dispute, claim or controversy arising between them, the parties hereby expressly agree that the exclusive means of resolving any such dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. If the Purchaser has an office located in the United States, arbitration shall be conducted under the Streamlined Arbitration Rules and Procedures of JAMS, a national alternative dispute resolution service (www.jamsadr.com) and shall be conducted in the English language, in Los Angeles, CA USA, by one (1) arbitrator appointed in accordance with said rules. If the Purchaser does not have an office in the United States, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce and be conducted in the English language, in New York, NY, USA, by one (1) arbitrator appointed in accordance with said Rules of Arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction nor shall it preclude Iteris from any pursuit allowed by the full extent of the law for collection of amounts owed by Purchaser under any credit arrangement. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

11. **Product Modifications**. Iteris reserves the right, at any time and without notice to Purchaser, to modify Products, in whole or in part, to include therein changes deemed appropriate by Iteris which do not adversely affect the form, fit or function of the Products, and without incurring any liability, to change or modify any Product previously delivered, or to supply new Products in replacement thereof.

12. **Export Responsibility**. All sales hereunder shall at all times be subject to the export control laws and regulations of the U.S. government. Purchaser agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of U.S. origin goods purchased from Iteris, other than as to the ultimate country of destination specified on Purchaser's order and/or declared as the country of ultimate destination on Iteris' invoices.

13. **General**.

a. No modification of a quotation or a resulting order shall be binding unless in writing signed by an authorized representative of Iteris.

b. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

c. Purchaser shall not assign its Order or any interest therein or any rights hereunder without the written consent of Iteris, and any such purported assignment shall be null and void and of no affect whatsoever.

d. Purchaser agrees that it will not modify, reproduce, reverse engineer, reverse compile, disassemble, translate, de-compile, deconstruct or decrypt, the whole or any part of the Products, including any software embedded therein.

e. All quotations and any resulting order shall be construed, interpreted and governed by the laws of the State of California, USA, but specifically excluding any International Convention regarding the International Sales of Goods. Should any court of competent jurisdiction determine any portion hereof illegal or against public policy, such determination shall not affect that portion herein that is not illegal or against public policy. In the event that the federal, state, provincial, city or local government or any bureau or agency thereof, should promulgate any law, rule or regulation affecting prices, deliveries or any other term of a contract resulting from a quotation, then, at the option of Iteris communicated to the Purchaser in writing within a reasonable time, the contract between Iteris and the Purchaser may be either terminated by Iteris and be of no force and effect and the parties shall be restored to the position they occupied before the contract was executed, or Iteris may make such changes in the price, delivery schedule and terms as Iteris in its reasonable business judgment may deem necessary to comply with such law, rule or regulation.

iteris®

949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

April 18, 2024

Mike Foster
Field Services coordinator
City of Redlands

Iteris sells our product direct in the California market and has established RodefX as the exclusive sales agent for our products in Southern California.

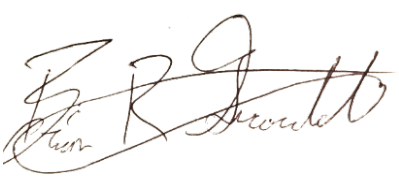
All sales requests are made to RodefX including request for quotes. Purchase orders should be made out directly to Iteris. Please send the PO to Rodefx. They will process this and send to Iteris.

Iteris has direct employees that provide technical service and support for our video detection products including turn-on and trouble calls.

If you need to schedule support for your video detection systems, please call Gary Pena at Iteris (949) 270-9613

If you have any questions about the product line, need cost information, or other support please feel free to contact Mike Girardot at (909) 626-0545 or (909) 921-3598.

You may also contact me at any time if you have any questions or concerns. Thank you for this opportunity.



Brian R. Girardot
Regional Vice President, Western U.S.
RoadwaySensors
1700 Carnegie Ave
Ste 100
Santa Ana CA 92705-5551
Cell 916-202-0070| Sales Administration
brg@iteris.com | www.iteris.com

City Council/Financing Authority Meeting **H. 14.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

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

MOTION(S):

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

1. I move that the City Council determine that approval of the Facility Use Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines; and

2. I move that the City Council approve the Facility Use Agreement with Redlands Theatre Festival.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Redlands Theatre Festival for use of the Sewall Theatre within Prospect Park. In addition, staff recommends that the City Council determine that the approval of the agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines.

DISCUSSION:

For over 50 years, the Redlands Theatre Festival and the City have partnered to provide theatrical performances within Prospect Park for the Redlands community. Through this long-term partnership, improvements were undertaken to enhance the park and install an outdoor theater, also known as Sewall Theater. The current agreement between the City and the Redlands Theatre Festival has ended and the non-profit organization is requesting to enter into a new agreement to continue the use of the theater for outdoor performances. The new agreement has similar terms to the existing agreement and includes the following:

- Use of the Sewall Theater for outdoor performances;
- The term of the agreement is for two (2) years;
- Redlands Theater Festival shall maintain the Premises at its own cost, maintain the Premises and all improvements in good order and repair, present condition, and reasonable wear and tear excepted;
- Redlands Theatre Festival shall not make any improvements to the Premises without the prior written consent of the City.

The agreement is attached to this report for the City Council's consideration.

Approval of the agreement is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act. Section 15061 (b)(3) refers to the leasing of existing city facilities. Approval of the agreement authorizes the use of an existing city facility and will not result in an expansion of the existing or former use.

ALTERNATIVES:

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

STRATEGIC PLAN:

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

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year: FY 2024-25

Discussion:

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

Attachments

Agreement

FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND REDLANDS THEATRE FESTIVAL

This Facility Use Agreement ("Agreement") is made and entered into this 21st day of May, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city (hereinafter "City") and the Redlands Theatre Festival, Inc. a California non-profit corporation (hereinafter "RTF"). City and RTF are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City is the owner of a building located at 1352 Prospect Drive within Prospect Park in the City of Redlands and commonly known as the Sewall Theatre; and

WHEREAS, RTF desires to utilize the Sewall Theatre for performances, rehearsals, receptions, and fundraising activities; and

WHEREAS, City and RTF have been parties to multiple facility use agreements over the last fifteen years for the use of the Sewall Theatre, and desire to enter into this new agreement to set forth terms and conditions under which City will continue the use the Sewall Theatre to RTF;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Redlands Theatre Festival agree as follows:

AGREEMENT

Section 1. Premises.

A. City hereby allows RTF use of that certain building located at Prospect Park in the City of Redlands commonly known as the Sewall Theatre (the "Premises") subject to the terms and conditions set forth herein. The Premises are more particularly shown in Exhibit "A," which is attached hereto and incorporated herein by this reference.

B. RTF acknowledges and agrees that City is the owner of Premises and that nothing in this Agreement grants to RTF any rights, title, or interest in the Premises, except for the revocable, non-exclusive right to use the Premises as provided in this Agreement. RTF is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

Section 2. Term. Unless terminated earlier as provided for herein, this Agreement shall be for a term of two (2) years commencing on its Effective Date.

Section 3. Use of Premises.

A. The Premises shall be used for theatrical performances conducted at the Sewall Theater, and for rehearsals, receptions, and fundraising activities. No other use of the Premises by RTF is permitted without the prior written consent of the City.

B. City retains the right to use the Premises for itself, and to accept bookings by third parties for use of the Premises, during times when the Premises are not used by RTF; provided, however, such use and bookings for third parties shall not include use of the offices, storage rooms, or equipment rooms of the Premises (the "Excluded Areas"). The Excluded Areas are more particularly shown in Exhibit "B," attached hereto and incorporated herein by this reference. All fees charged for third party bookings shall be established by the City and shall be the property of City.

C. In connection with any third party bookings of the Premises, City shall require the third party to secure liability insurance satisfactory to City and RTF for the use of the Premises and to provide City and RTF with certificates of insurance naming City and RTF as additional insureds, and to agree to indemnify and hold City and RTF harmless in connection with any claims, damages, losses, costs, and liabilities arising from the third party's use of the Premises.

D. At City's request, RTF shall issue the appropriate key(s) to third parties who have booked areas of the Premises through City, provided that such third parties have presented RTF with a copy of City's approved reservation form and satisfied the insurance and indemnification requirements with respect to City and RTF referenced in Section 8 below and have paid RTF a deposit against return of the keys to RTF. RTF shall have no obligation to provide any services, staff, sound, lighting, or other equipment to any third party. Any arrangement for utilization of RTF's services, staff, sound, lighting, or other equipment shall be made by separate written agreement with RTF on the terms and conditions (including payment of fees) specified by RTF. RTF shall have no obligation to provide access to the Excluded Areas to any third party.

E. RTF may utilize the wooden sign, located at the south corner of the intersection of Cajon Street and Highland Avenue, between May 2nd and August 15th of each year, for the advertisement or promotion of theater events.

Section 5. Utilities. City shall pay all costs associated with the furnishing of water, sewer, and solid waste services to the Premises during the term of this Agreement.

Section 6. Maintenance of Premises.

A. RTF shall, at its own cost, maintain the Premises and all improvements therein in good order and repair, present condition and reasonable wear and tear excepted, except as provided in Subsection B, below. City shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes. Should an inspection disclose the need for maintenance or repairs, City shall provide RTF with written notice of the items requiring repair or maintenance. If action is not taken on such items by RTF within sixty (60) days from the provision of such notice, City may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at RTF's expense. RTF shall also be responsible for any costs of any repairs to the structural elements of the Premises caused by RTF acts of omission of its employees, agents, or invitees during the term of this Agreement.

B. On the expiration or earlier termination of this Agreement, RTF shall promptly surrender and deliver the Premises to City in as good condition as the Premises are in on the Effective date of this Agreement, excluding reasonable wear and tear.

Section 7. Improvements.

A. RTF shall not make any improvements to the Premises without the prior written consent of City except that, after making reasonable attempts to contact City for its approval, RTF may undertake minor maintenance and repairs to the Premises which RTF reasonably determines are immediately necessary to protect against injury to persons or property. Within three (3) days of performing any minor maintenance or repairs not verbally approved by City, RTF shall provide written notification to City of the same. All RTF proposals for improvements shall be submitted in writing to City for its consideration and prior approval. City shall approve or disapprove such proposals within thirty (30) days of their submission. With the prior written consent of City, RTF may enter into contracts and agreements for improvement work to be performed by contractors in compliance with the City's Purchasing Ordinance and prevailing wage laws, and shall require contractor insurance and bonding as required by the City. RTF shall have the right to remove all improvements made by it to the Premises provided such removal results in no damage to the Premises. Improvements not removed by RTF shall, on expiration or earlier termination of this Agreement, remain on the Premises and become the property of City.

B. RTF and City representatives may meet to discuss improvement progress under this Agreement on an annual basis (dates of which to be agreed upon by the Parties), or at the written request of either Party, to discuss any concerns related to the work to be performed under this Agreement.

Section 8. Indemnity.

A. RTF shall defend (with counsel reasonably acceptable to City), indemnify, and hold harmless City, and its elected and appointed officials, officers, and employees, from and against any and all liability resulting from the RTF's negligent acts or omissions, and intentional wrongful acts of RTF, and its agents, and employees, and invitees, during RTF's occupation and use of the Premises during the term of this Agreement.

B. City shall defend, indemnify, and hold harmless RTF, its officers, directors, and employees from and against any and all liability resulting from the City's negligent acts or omissions, and intentional wrongful acts of City, and its agents and employees during RTF's occupation and use of the Premises during the term of this Agreement.

Section 9. Public Liability and Property Damage Insurance. RTF shall maintain, at its own cost the term of this Agreement, public liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, issued by an insurance company acceptable to City. RTF shall provide City with a renewed certificate of insurance and endorsements showing City as an additional insured on the policy prior to RTF's use and occupancy of the Premises. Such insurance shall be primary with respect to City and non-contributory to any insurance or self-insurance maintained by City. The policy shall require that before amending or canceling the policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. City and RTF acknowledge and agree that the insurance required of RTF is subject to annual review by City and subject to increases in the amount and scope of coverage, as reasonably determined by City.

Section 10. Assignment/subletting. RTF shall not encumber, assign, sublease, or otherwise transfer this Agreement, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease, or transfer without such prior consent of City shall constitute an immediate breach of this Agreement and may, at the sole discretion of City, result in the immediate termination of this Agreement.

Section 11. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any 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.

Section 12. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) 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:	REDLANDS THEATRE FESTIVAL:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Shannon Cabanilla Galuszka Redlands Theatre Festival P.O. Box 8055 Redlands, CA 92375 Shannon@RTFseason.com Phone: (714) 269-7176

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between City and RTF regarding the use of the Premises to RTF. Any prior written or oral agreements or representations respecting the Premises by City or RTF not expressly set forth herein are null and void.

Section 14. Amendments. Any amendment to this Agreement shall be in writing and executed by the Parties.

Section 15. Termination. This Agreement may be terminated by either Party by giving thirty (30) days prior written notice to the other Party. In the event of any termination of this Agreement, in addition to any other rights or remedies City may have, City shall have the immediate right of reentry and may remove all persons and property from the Premises; and store the same in a public warehouse or elsewhere at the cost of RTF. All remedies of City under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which City may have.

Section 16. Waiver. No waiver by either Party of any provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement, or of any subsequent breach by either Party of the same or any other provision of this Agreement.

Section 17. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, this Agreement shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Executed on the 21st day of May, 2024, at Redlands, California.

CITY OF REDLANDS	REDLANDS THEATRE FESTIVAL, INC.
_____	_____
Eddie Tejeda, Mayor	Andrew Beechko, President

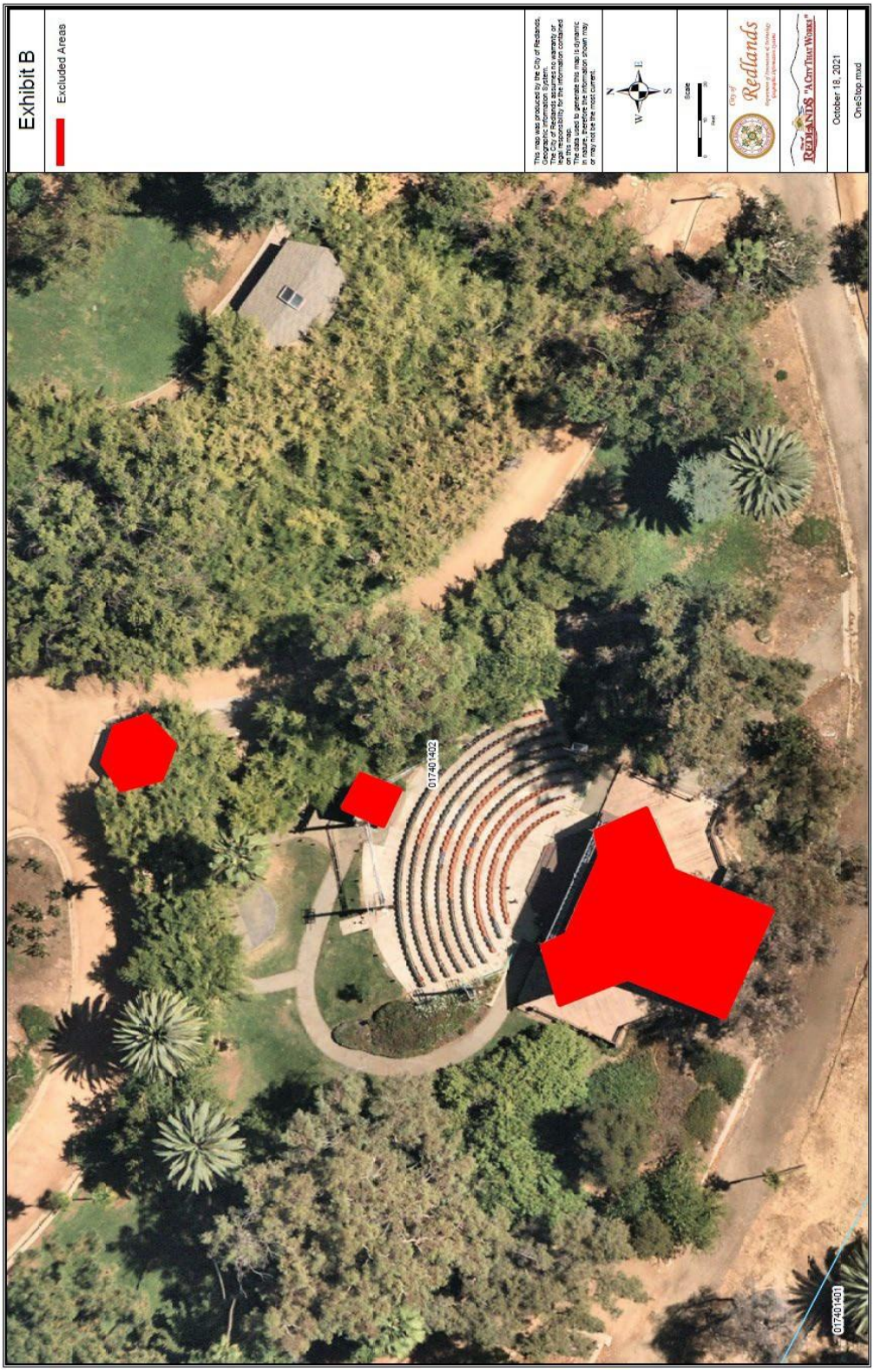
ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A


Exhibit A
Premises
This map was produced by the City of Redlands, Geographic Information System.
The City assumes no responsibility for any warranty or representation for the information contained on this map.
The user is cautioned to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.
N
W
E
S
Scale
City of Redlands
REDLANDS "A Community Where"
October 25, 2021
OneStop mxd
017401402
017401401

EXHIBIT B


Exhibit B
Excluded Areas
This map was produced by the City of Redlands, Geographic Information System. The City of Redlands assumes no warranty or legal responsibility for the information contained on this map. The data used to generate this map is dynamic in nature, therefore this information shown may or may not be the most current.
N
W
E
S
Scale
City of Redlands
October 18, 2021
OneStop.mxd
017401402
017401401

City Council/Financing Authority Meeting **H. 15.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve of a Cost-Sharing and Reimbursement Agreement between the City of Redlands and other shareholders currently utilizing and accessing water from Pioneer Mutual Water Company; approval to re-allocate $100,000 of the Nevada Palmetto Grove Fund, and an additional appropriation in the amount of $100,000 for the City portion of well repairs needed to supply water to Riverview Grove (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. Approve the Cost-Sharing and Reimbursement Agreement concerning the Pioneer Mutual Water Company Well Repair and Operations.

2. Approve an additional appropriation and re-allocation of funds from the Agricultural Open Space-Acquisition/Conservation Easement category of the Nevada Palmetto Grove sale proceeds in the amount of $100,000.

RECOMMENDATION:

Staff recommends approval of the Cost-Sharing and Reimbursement Agreement between the City of Redlands, Neil Watson, and George Nash concerning the Pioneer Mutual Water Company Well Repair and Operations, approval to re-allocate the Nevada Palmetto Grove Fund in the amount of $100,000 and an additional appropriation for the same for the City's portion of well repairs on the Pioneer Mutual Water Company well.

DISCUSSION:

The City of Redlands Citrus Division is responsible for the farming and maintenance of 189 acres of citrus groves spread throughout the city, which include a mix of Navel Oranges, Valencia Oranges, and Grapefruit. Irrigation water for these groves comes from a number of different sources, including the Pioneer Mutual Water Company, which supplies water for the Riverview Grove located on Riverbed Drive.

The Pioneer Mutual Water Company (Company) was incorporated in 1929 with nine original shareholders. Currently, there are three shareholders that utilize and access irrigation water from the Company, including the City of Redlands. The well pump on the system has recently failed, and a new well pump is required in order to supply the needed irrigation water to the city grove and other users. At this time, the official shareholder book and documentation cannot be located, and an official means of cost sharing is needed to move forward with the well repairs.

The City of Redlands, along with the other two active water users in the Company, Neil Watson and George Nash, have determined an appropriate split for cost sharing of the well repairs and other ongoing costs associated with the Company to ensure that irrigation water can continue to be supplied to all three groves. The cost sharing breakdown is based on each user's proportionate grove acreage that is irrigated with Company water.

ALTERNATIVES:

Council may choose not to approve the agreement and/or the appropriation of funds and provide staff with alternative direction.

STRATEGIC PLAN:

Priority D - Sustainability

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

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

PREPARED BY:
Don Craw, Sr. Manager, Facilities and Community Services Department

Fiscal Impact

Fiscal Year:	2024
Appropriation Required Y/N:	YES
Amount:	$100,000
Budgeted Y/N:	N
Account No.:	538910-6710

Discussion:

Funding for the project would be provided by the Agricultural Open Space designation of the Palmetto Grove Land Sale Proceeds. Currently, there are no funds remaining in the unobligated fund balance. Staff has therefore included a reallocation of the necessary funds from the Agricultural Open Space Acquisition/Conservation Easements subcategory, which has a current balance of $695,415.

Attachments

Agreement
Additional Appropriation Form

COST-SHARING AND REIMBURSEMENT AGREEMENT AMONG THE CITY OF REDLANDS, NEIL WATSON, AND GEORGE NASH, REGARDING THE PIONEER MUTUAL WATER COMPANY WELL REPAIR AND OPERATIONS

This COST-SHARING AND REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into on May 21, 2024, by and among the City of Redlands ("**City**"), Neil Watson ("**Watson**"), and George Nash ("**Nash**") for the cost-sharing and reimbursement of costs in connection with well repairs. In this Agreement, the City, Watson, and Nash are referred to individually as "**Party**" and collectively as the "**Parties**."

RECITALS

A. The City, Watson, and Nash are shareholders of Pioneer Mutual Water Company (the "**Company**").

B. The Parties desire to repair a Company well that has failed and requires significant repair.

C. The Company will enter into a contract for the performance of the above-mentioned repairs, subject to reimbursement by the Parties.

D. The Parties have agreed to share the costs of said repairs, which will benefit the Parties as provided in this Agreement.

E. The Parties have agreed to share the costs of any future work or repairs and ongoing operating costs according to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Agreement.

2. Scope of Repairs. Company shall contract for the performance of repair work in accordance with the plans and specifications set forth on Exhibit A, attached hereto.

3. Responsibilities of the Parties. The Parties will share the costs of previously described repairs and any future repairs or work and operating costs as follows:

   a. City shall be responsible for 75% of the costs incurred.

   b. Watson shall be responsible for 15% of the costs incurred.

   c. Nash shall be responsible for 10% of the costs incurred.

   City, Watson, and Nash shall promptly reimburse the Company for their proportionate share of the repair work (the "**Reimbursement**"), no later than thirty (30) days following the Company's written invoice therefore.

4. Addition of New Parties. New parties may join this Agreement by an addendum subject to the written agreement of all Parties and shall be subject to the identical terms and conditions as the existing Parties except that the reimbursement obligation of the Parties will be revised accordingly.

5. Term. The term of this Agreement will commence on the date first written above and shall apply to all costs in connection with future work, repairs, and operating costs contracted by the Company.

6. Amendment and Waiver. Except for any Addendum added pursuant to this Section 6, no change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties, and no verbal understanding or agreement not incorporated herein shall be binding on any Party hereto.

7. Governing Law. This Agreement shall be construed and governed by the laws of the State of California, and any suit or action initiated by any Party shall be brought in the Superior Court for the County of San Bernardino, California, or the United States District Court for the Central District of California.

8. Time of Essence. Time is of the essence for every provision hereof in which time is a factor.

9. Benefit of Parties. The terms of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns. No Party shall assign this Agreement or any portion thereof to a third party without the prior written consent of all of the other Parties. Any such assignment without prior written consent by one Party shall give any or all of the other Parties the right to automatically and immediately terminate this Agreement with respect to the Party making the unauthorized assignment without advance notice.

10. Entire Agreement of the Parties. Except for any addendum added pursuant to Section 5, this Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the Parties with respect to the subject matter of this Agreement.

11. Independent Counsel. Each Party has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any Party.

12. Notice. Notice given under or regarding this Agreement shall be deemed given upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or reputable overnight commercial delivery service. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to City of Redlands:	Tabitha Crocker Director Facilities and Community Services Department City of Redlands 35 Cajon Street No. 200 Redlands, CA 92373 tcrocker@cityofredlands.org 909-798-7655
If to Neil Watson:	Neil Watson 1855 Riverbend Dr. Redlands, CA 92374 NRW5107@aol.com 909-648-2635
If to George Nash:	George Nash 1104 Pioneer Ave. Redlands, CA 92374 gnash44@verizon.net 909-226-8199

13. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. Headings and Captions. The headings and captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.

15. Counterparts. This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement below on the date first written above.

City of Redlands

_____

EDDIE TEJEDA,
Mayor

ATTEST:

_____

JEANNE DONALDSON,
City Clerk

George Nash

_____

GEORGE NASH

Neil Watson

_____

NEIL WATSON

EXHIBIT A
SCOPE OF WORK

- Brush and Bail Well
- Assemble and Prep Submersible Pump for Installation
- Install 400’ of 6” x 20’ Submersible Water Pump and Motor assembly.
- Install 400’ of #4 AWG Submersible Cable and 400’ of ¾” PVC Secure Sub cable and PVC with SS Banding and buckles.
- Set head and bolt up to discharge.
- Install new J Box at Head.
- Set building back in place.
- Rig down and clean up site.
- Check Main panel for correct incoming Voltage.
- Wire up motor to Panel.
- Check and verify rotation. Run system.
- Check system for leaks and proper
- flow. Check amps and voltage.
- Check all instrumentation for proper function.

The Following Materials will be Utilized:

(1)- New 6” 5 stage Flowise FW7LC Pump End
(1)- New 6” 50 HP 460V 3PH 2 Pole SME Motor
500’ Spool of #4/3 AWG Submersible Cable
(20) New 6” X 20’ Tapered Column Pipe NPT
(1) New Fabricated 6” Steel Head w/ 8” Flanged x 16” Base
(41)- Pieces of 1” X 10’ Flush Joint PVC (410’)
(1) Sub Cable Splice and Electrical kit(1) 6” Bolt Hardware and gaskets(1) New 12” J BOX with 12” Nipple

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 5/21/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Citrus Projects	538910	6710	538015	$ 100,000.00
Genral Fund - Transfer Out	101501	9901		$ 100,000.00
			$	$ 200,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Citrus Projects	538910	4901		$ 100,000.00
			$	$ 100,000.00

JUSTIFICATION: Use of appropriated Palmetto Grove proceeds for the City's share of well repairs on the Pioneer Mutual Water Company well that supplies irrigation water to the Riverview Grove.

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes ____ No ____ Signed ____

Comments: ____

Recommended: ____
City Manager

Approved by City Council:

Date: ____

Signed: ____
City Clerk

City Council/Financing Authority Meeting **H. 16.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a letter of support for the San Bernardino County Transit Authority (SBCTA) to include in their application to Caltrans for the Cycle 7 Active Transportation Program funding (City Manager Duggan)

MOTION:

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

I move to approve the letter of support for SBCTA.

RECOMMENDATION:

It is recommended that the City Council approve a letter of support for the San Bernardino County Transit Authority (SBCTA) to include in their application to Caltrans for the Cycle 7 Active Transportation Program funding.

DISCUSSION:

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds (LTF) made available to counties and cities for facilities for exclusive use by pedestrians and bicyclists, known as the Transportation Development Act (TDA) Article 3 Program.

In August 1999, the SBCTA Board of Directors (Board) approved a policy that 80% of the TDA Article 3 Program funds would be made available for projects that improve bicycle and pedestrian facilities. Knowing that the California Department of Transportation (Caltrans) would soon be releasing a Cycle 2 ATP. Call for Projects, the Board preemptively released a TDA Article 3 Call for Projects on February 4, 2015, to provide local match assistance for member jurisdictions who intended to submit Cycle 2 ATP applications. The highest scoring TDA Article 3 application submitted for Cycle 2 ATP match was entered

by the City of Highland for the Highland/Redlands Regional Connector Project (Project). On April 1, 2015, the Board awarded $702,562 to the City of Highland to be used as a match for what they estimated to be a $4,391,010 Project. At that time, the City indicated they would be seeking $3,512,810 through the Cycle 2 ATP Call for Projects and provide a combined local match of $175,639.

The Project aimed to construct new active transportation improvements including Class I, II, and IV bicycle and pedestrian paths in the cities of both Highland and Redlands. Upon completion, approximately 4.7 miles of new bicycle and pedestrian trails were to be completed between the two cities. By the time the City of Highland submitted their Cycle 2 ATP application, the total project cost estimate had gone up slightly to $4,545,000 and their ATP request amount also went up to $3,636,000.

After the award of the ATP Cycle 2 grant, the Cities of Highland and Redlands awarded a design contract to KOA Corporation. During the environmental approval phase of the Project, the team experienced cost overruns due to the Project's footprint through the Santa Ana River Wash and the timeline for approval of the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan. As a result of these challenges, additional mitigation measures were required, which caused a rise in the budget and the need for additional grant funding. This prompted the City of Redlands to seek additional funding through the TDA Article 3 Call for Projects released on February 4, 2019. On July 10, 2019, the Board awarded a partial award in the amount of $157,934, with a $17,548 local match, to the City of Redlands for a portion of the Project within their jurisdiction.

Unfortunately, the Project came to a halt when the California Endangered Species Act incidental take permit (ITP) issued by the California Department of Fish and Wildlife (CDFW) mandated a mitigation cost of $6,395,836.40, nearly 1.5 times the project cost, due to potential Santa Ana River woolly-star and San Bernardino kangaroo rat impacts. As there was no time for appealing the CDFW’s ruling requiring a mitigation of 4 times the amount of land area to project area, the Project was unable to proceed.

After a failed attempt to seek a solution within the confines of the existing timeline set by the ATP grant, the City of Highland was forced to accept that they did not have the time or funding to move forward with the Project. They had to forfeit their $3,636,000 Cycle 2 ATP award and need to request a modification to the scope and funding distribution awarded in their FY 2015/2016 TDA Article 3 application. The City of Highland is requesting the scope be changed from construction to pre-construction as well as reallocation in the amount of $565,529 from the construction phase to the pre-construction phase.

The current application to the Caltrans Cycle 7 Active Transportation Program (ATP) is aimed at securing funding for the Highland/Redlands Regional Connector Project, which will create a vital bikeway and walkway linkage

between the cities of Highland and Redlands along Orange Street/Boulder Avenue. This project is a crucial gap closure that is essential in improving safety and mobility for the students, residents and workers traveling between these communities. The project will provide extensive access between disadvantaged communities, major employment centers, and other important destinations. It connects thousands of residents to four public schools, University of Redlands, shopping destinations, Downtown Redlands, Highland Town Center, Downtown San Bernardino, and essential services such as banks, medical services, libraries, churches, gyms, parks and local post offices. The proposed project will increase bicycle commuting, reduce congestion, and create a safer environment for travelers between Highland and Redlands. In addition, the project will connect directly to the 110-mile-long Santa Ana River Trail, which will provide non-motorized travelers with regional access San Bernardino, Riverside, and Orange Counties. Lastly, the project serves as a major first-mile/last-mile regional connector in support of Metrolink, facilitating travel throughout the Southern California Association of Governments region.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Carl Baker, Public Information Office

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Letter of Support-SBCTA ATP Cycle 7

City of
REDLANDS
300 E. State Street, Suite 690
Redlands, CA 92373
909-798-7510
cduggan@cityofredlands.org

Charles M. Duggan, Jr.
City Manager

May 21, 2024

California Department of Transportation (Caltrans)
Division of Local Assistance
Attn: Office of State Programs
1120 N Street, MS 1
Sacramento, CA 95814

Subject: Highland/Redlands Regional Connector Project Active Transportation Program Grant Application - Cycle 7

To Whom It May Concern,

I am writing in support of the San Bernardino County Transportation Authority's application, on behalf of the cities of Highland and Redlands, to Caltrans for the Cycle 7 Active Transportation Program (ATP). The application is aimed at securing funding for the Highland/Redlands Regional Connector Project, which will create a vital bikeway and walkway linkage between the cities of Highland and Redlands along Orange Street/Boulder Avenue.

This project is a crucial gap closure that is essential in improving safety and mobility for the students, residents and workers traveling between these communities. The project will provide extensive access between disadvantaged communities, major employment centers, and other important destinations. It connects thousands of residents to four public schools, University of Redlands, shopping destinations, Downtown Redlands, Highland Town Center, Downtown San Bernardino, and essential services such as banks, medical services, libraries, churches, gyms, parks and local post offices.

The proposed project will increase bicycle commuting, reduce congestion, and create a safer environment for travelers between Highland and Redlands. In addition, the project will connect directly to the 110-mile-long Santa Ana River Trail, which will provide non-motorized travelers with regional access to San Bernardino, Riverside, and Orange Counties. Lastly, the project serves as a major first-mile/last-mile regional connector in support of Metrolink, facilitating travel throughout the Southern California Association of Governments region.

Given these benefits, the Highland/Redlands Regional Connector Project is an ideal candidate for Caltrans' ATP and deserves strong consideration for this critical funding.

Sincerely,

Charles M. Duggan, Jr.

City Council/Financing Authority Meeting **I. 1.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report - City County Conference 2024 (Council Member Saucedo)

DISCUSSION:

For this evening's City Council Meeting, Council Member Saucedo will provide a report relating to his attendance at the 2024 City County Conference hosted by the San Bernardino County Transit Authority held May 16 - 17 in Lake Arrowhead, California at the Lake Arrowhead Resort. The City County Conference brings together elected officials and agency staff to hear presentations about important countywide topics.

Attachments

City County Conference Agenda

CITY COUNTY 2024 CONFERENCE

AGENDA

THURSDAY, MAY 16

11:00 a.m.

Registration
Buffet Lunch Open

11:45 a.m.

Welcome: Dawn Rowe, *Chairman,* San Bernardino County Board of Supervisors
Master of Ceremonies: Rick Denison, *Council Member,* Town of Yucca Valley

12:00 p.m.

General Session
Cyberthreats as a Business: *Latest Cyber Threats, Real-life Experiences, and What's New in the Inland Empire*

Moderator: Lynn Fyhrlund, *Chief Information Officer,* Innovation and Technology Department, San Bernardino County

Panelists:
Robert Pittman, *Chief Information Security Officer,* Innovation and Technology Department, San Bernardino County
Andy Lerma, *Departmental IS Administrator,* San Bernardino County Sheriff's Department
Issac Tapia, *Cyber - OSINT Unit Supervisor,* Joint Regional Intelligence Center
Yu Chao, *Cyber Defense Analyst Cal-CSIC,* California Military Department

1:30 p.m.

Session 1A—Main Ballroom

Building Better Communities: *Homelessness Projects and Partnership Opportunities*

Moderator: Diane Rundles, *Assistant Executive Officer,* San Bernardino County

Panelists:
Keith Metzler, *City Manager,* City of Victorville
Shannon D. Dicus, *Sheriff-Coroner,* San Bernardino County Sheriff's Department
Carrie Harmon, *Director,* Community Development and Housing, San Bernardino County
Marcus Dillard, *Chief of Homeless Services,* Office of Homeless Services, San Bernardino County
Roxanne Young, *Deputy Director,* Children and Family Services, San Bernardino County
Georgina Yoshioka, *Director,* Department of Behavioral Health, San Bernardino County

Session 1B—Lakeview Terrace

Business Continuity and Resiliency: *During and After an Emergency*

Moderator: Crisanta Gonzalez, *Director,* Office of Emergency Services, San Bernardino County

Panelists:
Frank Kams, *Emergency Services Coordinator,* San Bernardino County Sheriff's Department
Dan Munsey, *Fire Chief/Fire Warden,* San Bernardino County Fire Protection District
Derek Armstrong, *Director,* Economic Development Department, San Bernardino County
Susana Ramirez-Muñoz, *Southern California Resiliency Training Coordinator,* CalOSBA

CITY COUNTY 2024 CONFERENCE

AGENDA, continued

THURSDAY, MAY 16

2:30 p.m.

Session 2A—Main Ballroom

Street Vending: *Balancing small business promotion with public health protection*

Moderator:
Phil Burum, *Deputy City Manager,* City of Fontana

Panelists:
Sandra Pelayo, *Community Improvement Program Manager,* City of Fontana

Curtis R. Wright, *Managing Partner,* Serviam by Wright, LLP

Pete Roque, *Director of Code Enforcement,* 4Leaf, Inc.

Joshua Dugas, *Director,* Department of Public Health, San Bernardino County

Ignacio Nunez, *Code Enforcement Chief,* Land Use Services, San Bernardino County

Session 2B—Lakeview Terrace

Artificial Intelligence and Government: *As the technology landscape continues to evolve, governments are identifying opportunities to incorporate new technology tools into its culture. This panel explores the options, challenges, risks, and benefits of AI uses within government.*

Moderator:
Debra Jones, *Council Member,* City of Victorville

Panelists:
Jennifer Barcenas, *IT Director,* City of Fontana

Lynn Fyhrlund, *Chief Information Officer,* Innovation and Technology Department, San Bernardino County

Aaron Kelliher, *Lieutenant,* Chino Police Department

Craig Allen, *AI Solution Architect,* Dell Technologies

3:30 p.m.

BREAK

4:00 p.m.

Changing the Narrative—Main Ballroom

Moderator:
Steve Lambert, *Partner,* 20/20 Network

Panelists:
Otis Greer, *Director of Legislative and Public Affairs,* San Bernardino County Transportation Authority

Dr. Kurt Wilson, *Executive Director,* Western Riverside Council of Governments

5:00 p.m.-7:00 p.m.

Networking Reception and Dinner—Lakeside Lawn (outside)

Dinner Buffet
Entertainment

CITY COUNTY
2024 CONFERENCE

AGENDA, continued

FRIDAY, MAY 17

8:00 a.m. Breakfast Buffet

8:30 a.m. Opening Remarks – Main Ballroom

9:00 a.m. **Legislative Roundtable**—Main Ballroom

Chad Mayes, *Partner,* Capitol Advocacy
Autumn Burke, *Partner,* Axiom Advisors
Tom Daly, Clear Advocacy

10:00 a.m. **Economic Update**—Main Ballroom

Chris Thornberg, *Founding Partner,* Beacon Economics LLC

11:00 a.m. **CLOSE/END CONFERENCE**

City Council/Financing Authority Meeting **I. 2.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action concerning the adoption of Resolution No. 8589, amending the policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the city, and rescinding Resolution No. 8220 (Council Member Saucedo)

MOTION:

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

1. I move that the City Council adopt Resolution No. 8589, amending the policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the City; and

2. Rescind Resolution No. 8220.

RECOMMENDATION:

Staff recommends City Council direct staff accordingly.

DISCUSSION:

In 2021, the City Council adopted Resolution No. 8220 establishing a policy for the consideration of requests for in-kind support and/or contribution of city resources by nonprofit organizations for special events. At the time of adoption, a subcommittee was formed to bring recommendations for consideration. Staff was also directed to research neighboring jurisdictions on how such requests were processed. As part of the review, it has become evident to the subcommittee that due to the City's rich history of philanthropy, community

involvement, and the promotion of cultural arts, Redlands had a far greater number of fee waiver requests than other communities, which presents an unusual situation. On average, the City Council approves 20 to 30 special events per year. So, accordingly, staff has prepared Resolution No. 8589 to memorialize proposed changes for the Council's consideration.

Furthermore, at the request of Council Member Saucedo to the City Manager, staff was directed to prepare an amendment to the policy to include a limitation on the number of events for which an organization may receive in-kind support. The modification provides that nonprofit organizations may request in-kind support from the City a maximum of once per quarter.

The following is a list of the criteria included in the current resolution and an overview of proposed changes.

CURRENT RESOLUTION CRITERIA

Section 1. To the extent permitted by law, the City Council will consider requests by nonprofit organizations for in-kind support and/or the contribution of city resources associated with special events proposed to be conducted by such organizations provided the following criteria are satisfied:

A. The nonprofit organization demonstrates that it is a federal and/or state-approved valid nonprofit organization and possesses a current City of Redlands business license;

B. The proposed special event will provide a direct and tangible benefit to the City Of Redlands;

C. The proposed special event will offer the residents of the City of Redlands opportunities to participate in a unique community event or activity that is not otherwise available within the City;

D. The proposed special event is designed, intended, and organized in a manner that will result in the substantial patronage of a number of businesses located within the city, and/or involve the participation of several community organizations;

E. The nonprofit organization will positively identify and advertise both the special event and the City of Redlands on a regional scale, and the proposed special event is of a nature that will convey a positive image for the City;

F. The proposed special event will not unreasonably subject the City Of Redlands to foreseeable potential legal or financial liability;

G. The proposed special event is not limited in attendance on the basis of any

discriminatory criteria, and is not designed to persuade or induce membership into the nonprofit organization;

Section 2. Nonprofit organizations requesting in-kind support and/or the contribution of City resources for special events shall be prepared to report on their efforts to patronize Redlands' businesses for promotional products at the time the request for in-kind support and/or the contribution of City resources City's support is requested.

Section 3. The City Council hereby delegates authority to the City Manager, and his or her designee, to consider and approve requests by nonprofit organizations for in-kind support and/or the contribution of City resources for special events in an amount up to and including five thousand dollars ($5,000), or the City Manager may forward such requests to the city council for consideration.

PROPOSED CHANGES

Section 4. The City Council hereby limits nonprofit organizations to one (1) in-kind support request per quarter each calendar year.

ALTERNATIVES:

The City Council may not approve the resolution.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Discussion:

There is no significant fiscal impact to the City should a new resolution be adopted.

Attachments

In-Kind Support Resolution 8589

Resolution No. 8220 (Reference)

RESOLUTION NO. 8589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING THE POLICY FOR THE CONSIDERATION OF REQUESTS FOR IN - KIND SUPPORT AND/OR THE CONTRIBUTION OF CITY RESOURCES BY NONPROFIT ORGANIZATIONS PROPOSING-SPECIAL EVENTS WITHIN THE CITY, AND RESCINDING RESOLUTION NO. 8220

WHEREAS, the City of Redlands receives many requests from various nonprofit organizations seeking relief from the payment of fees and/ or the contribution of City resources associated with special events proposed to be conducted by such organizations; and

WHEREAS, the City of Redlands desires to promote the economic health of the City and encourages the use and patronage of local businesses by nonprofit organizations conducting special events within the City; and

WHEREAS**,** it is the desire of the City Council of the City of Redlands to establish a policy for the consideration of requests by nonprofit corporations for the City' s in -kind support and/ or the City's contribution of City resources towards the special event;

WHEREAS, it is the desire of the City Council of the City of Redlands to responsibly manage the general fund, public rights of way (i.e. downtown parking stalls, parking lots, parking structures, streets and sidewalks), and community facilities and resources (i.e. parks, trails, open spaces, community centers, senior centers, etc.) to ensure these are available primarily for their intended uses; and

WHEREAS, it is the desire of the City Council of the City of Redlands to manage requests for in-kind support to prevent adverse impacts to the city's general fund directly related to such requests (i.e. increases in staff overtime) or adverse impacts, such as limited or denial of access or availability to the general public to public rights of way (streets, sidewalks, parking [stalls, lots, or structures], city facilities, community resources or amenities (i.e. parks, trails, open spaces, community centers, senior centers)

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

Section 1. To the extent permitted by law, the City Council will consider requests by nonprofit organizations for in -kind support and/ or the contribution of City resources associated with special events proposed to be conducted by such organizations provided the following criteria are satisfied:

A. The nonprofit organization demonstrates that it is a federal and/ or - state approved valid nonprofit organization, and possesses a current City of Redlands business license;

B. The proposed special event will provide a direct and tangible benefit to the City of Redlands;

C. The proposed special event will offer the residents of the City of Redlands opportunities to participate in a unique community event or activity that is not otherwise available within the City;

D. The proposed special event is designed, intended, and organized in a manner that will result in the substantial patronage of a number of businesses located within the City, and/ or involve the participation of several community organizations;

E. The nonprofit organization will positively identify and advertise both the special event and the City of Redlands on a regional scale, and the proposed special event is of a nature that will convey a positive image for the City;

F. The proposed special event will not unreasonably subject the City of Redlands to foreseeable potential legal or financial liability.

Section 2. Nonprofit organizations requesting in -kind support and/ or the contribution of City resources for special events shall be prepared to report on their efforts to patronize Redlands' businesses for promotional products at the time the request for in-kind support and/ or the contribution of City resources City' s support is requested.

Section 3. The City Council hereby delegates authority to the City Manager, and his or her designee, to consider and approve requests by nonprofit organizations for in-kind support and/ or the contribution of City resources for special events in an amount up to and including Five Thousand dollars 5,000), or the City Manager may forward such requests to the City Council for consideration.

Section 4. The City Council hereby limits nonprofit organizations to one (1) request for in-kind support per quarter of each calendar year.

Section 5. Resolution No. 8220 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 7th day of May, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was dule adopted by the City Council at a regular meeting thereof held on the 7th day of May, 2024

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A POLICY FOR THE CONSIDERATION OF REQUESTS FOR IN-KIND SUPPORT AND/OR THE CONTRIBUTION OF CITY RESOURCES BY NONPROFIT ORGANIZATIONS PROPOSING SPECIAL EVENTS WITHIN THE CITY, AND RESCINDING RESOLUTION NO. 6038

WHEREAS, the City of Redlands receives many requests from various nonprofit organizations seeking relief from the payment of fees and/or the contribution of City resources associated with special events proposed to be conducted by such organizations; and

WHEREAS, the City of Redlands desires to promote the economic health of the City and encourages the use and patronage of local businesses by nonprofit organizations conducting special events within the City; and

WHEREAS, it is the desire of the City Council of the City of Redlands to establish a policy for the consideration of requests by nonprofit corporations for the City's in-kind support and/or the City's contribution of City resources towards the special event;

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

Section 1. To the extent permitted by law, the City Council will consider requests by nonprofit organizations for in-kind support and/or the contribution of City resources associated with special events proposed to be conducted by such organizations provided the following criteria are satisfied:

A. The nonprofit organization demonstrates that it is a federal and/or state approved valid nonprofit organization, and possesses a current City of Redlands business license;

B. The proposed special event will provide a direct and tangible benefit to the City of Redlands;

C. The proposed special event will offer the residents of the City of Redlands opportunities to participate in a unique community event or activity that is not otherwise available within the City;

D. The proposed special event is designed, intended, and organized in a manner that will result in the substantial patronage of a number of businesses located within the City, and/or involve the participation of several community organizations;

E. The nonprofit organization will positively identify and advertise both the special event and the City of Redlands on a regional scale, and the proposed special event is of a nature that will convey a positive image for the City;

F. The proposed special event will not unreasonably subject the City of Redlands to foreseeable potential legal or financial liability;

G. The proposed special event is not limited in attendance on the basis of any discriminatory criteria, and is not designed to persuade or induce membership into the nonprofit organization;

Section 2. Nonprofit organizations requesting in-kind support and/or the contribution of City resources for special events shall be prepared to report on their efforts to patronize Redlands' businesses for promotional products at the time the request for in-kind support and/or the contribution of City resources City's support is requested.

Section 3. The City Council hereby delegates authority to the City Manager, and his or her designee, to consider and approve requests by nonprofit organizations for in-kind support and/or the contribution of City resources for special events in an amount up to and including Five Thousand dollars ($5,000), or the City Manager may forward such requests to the City Council for consideration.

ADOPTED, SIGNED AND APPROVED this 18th day of May, 2021.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 18th day of May, 2021 by the following vote:

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **J. 1.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a three (3) year agreement with AdminSure, Inc. for the administration of the City's Self-Insured Workers' Compensation Program in an amount not to exceed $382,320 (Human Resources/Risk Management Director Meteau)

MOTION(S):

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

I move to approve the three (3) year agreement with AdminSure, Inc.

RECOMMENDATION:

Staff recommends that Council approve the agreement with AdminSure, Inc for the continued administration of the City's Self-Insured Workers' Compensation Program.

DISCUSSION:

The City contracts with a Third Party Administrator (TPA) to facilitate the day-to-day operations and ensure that the City complies with the ever-changing Workers' Compensation regulations. In February 2024, the City sent out a request for proposals (RFP) for the City's Self-Insured Workers' Compensation Third Party Claims Administrator. The City received one (1) response to its request. Criteria for evaluation consisted of professional quality of service, expertise and experience with California public sector employers, including Fire and Police, strong support personnel, flexibility, additional value added-services, strong references, and organizational stability. The responses were reviewed and evaluated by staff. After careful consideration, AdminSure Inc., our current TPA, was selected. AdminSure's proven dedication, support and experience to the City was key in continuing our contracted services. This agreement will be for an initial term of three (3) years with the option to extend.

ALTERNATIVES:

Do not approve the contract with AdminSure, Inc. which will leave the City without an administrator for the extensive workers' compensation claims.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Robert Meteau, Director, Human Resources & Risk Management

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:
Beatris Ordaz, Human Resources Manager

Fiscal Impact

Fiscal Year:	24-25
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

The total amount of compensation to be paid to AdminSure, Inc. is $382,320 which has been included in the 2024/2025 budget request. The City will not incur the cost of file conversion by continuing its working relationship with AdminSure, Inc.

Attachments

Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Workers' Compensation Claims Services ("Agreement") is made and entered in this 21st day of May, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and AdminSure, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide third party claims administration services for City's Self-Insured Workers' Compensation Program (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 Robert Meteau, Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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 The compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Eighty-Two Thousand Three Hundred Twenty Dollars ($382,320) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of One Hundred Thirty-Eight Thousand One Hundred Ninety-Two Dollars ($138,192) for the first Extended Term; and One Hundred Forty-Two Thousand Three Hundred Forty-Four Dollars ($142,344) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Six Hundred Sixty-Two Thousand Eight Hundred Fifty-Six Dollars ($662,856). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Alithia Vargas-Flores, President
AdminSure, Inc.
3380 Shelby Street
Ontario, CA 91764
avargas-flores@adminsure.com
909-396-5814

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.

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

2. 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.

3. 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.

4. 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.

5. 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 of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained

herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS	CONSULTANT
By: _____	By: _____
Eddie Tejeda, Mayor	Alithia Vargas-Flores, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

CLAIMS ADMINISTRATION

The Administrator shall have the authority and responsibility to provide claims administration services which include:

1. Within 24 hours, establishing a claim file upon receipt of an Employer's Report of Occupational Injury or Illness (Form 5020) and/or a Workers' Compensation Claim Form (DWC 1).
2. Set and update reserves requirements.
3. Coordinate investigations.
4. Determine compensability of claims.
5. Once a claim file is opened and/or there is knowledge of a possible imminent claim, Consultant shall make immediate (within one workday) 3-point contact with the City, the injured worker, and the treating medical facility, document all communication in Consultant's software program.
6. Prepare and issue benefit notices and pamphlets.
7. Initiate and maintain contact with employees and applicant attorneys as required.
8. Send proper notices to the injured worker notifying them of the decision reference their claim (acceptance, delay, or denial), and their rights under the Workers' Compensation Laws of California.
9. Arrange medical treatment from medical practitioners and specialists.
10. Monitor disability status by reviewing medical reports and contacting medical practitioners for updates.
11. Audit and pay medical bills.
12. Pay mileage reimbursement to employees.
13. Arrange medical examinations in conformance with State law to determine status of employees' medical condition up to and including permanent and stationary and permanent disability.
14. Pay total temporary disability and permanent disability compensation in accordance with the law.
15. With City authorization, arrange representation for the City, whenever the need arises, with attorneys approved by Human Resources.
16. Monitor attorneys and assist in preparing cases.
17. Audit and pay legal expenses.
18. Arrange for vocational rehabilitation services when appropriate.
19. Monitor voucher system.
20. Audit and pay voucher system expenses.
21. Attend all hearings that are required by law.
22. Prepare and issue permanent disability compensation notices.
23. With City authorization, pursue subrogation when there is a viable third party.
24. Timely notification to Human Resources assigned staff and the City's excess insurance carriers of all claims which exceed or may exceed the City's self-insurance retention, maintaining timely communication between the City and its excess insurance carriers on matters affecting the handling of such claims and arranging for reimbursement to the City for losses in excess of its self-insurance limits.

25. Obtain Index Claim Searches (ISO/EDEX) on all lost time claims and when appropriate.
26. With City authorization, report suspected fraud cases to the Insurance Crime Prevention Institute and the California Department of Insurance, Bureau of Fraudulent Claims.
27. Close claim files when appropriate to do so and notify the City of such closure.

CHECKING ACCOUNT

1. The City shall establish a checking account from which all Workers' Compensation benefits and expenses are paid.
2. The Consultant shall prepare checks and issue those checks directly to payees without delay.
3. The Consultant shall sign checks with a facsimile check signing machine.
4. The Administrator shall ensure the security of checks, check signer and personnel utilizing items and performing payable tasks.
5. The City shall maintain an adequate balance in the checking account to meet all Workers' Compensation obligations without delay.
6. The Consultant shall be responsible for ordering the checks and notifying the City prior to doing so.
7. The checking account may be used to pay civil penalties imposed on the City in which case the Administrator shall reimburse the City within fifteen (15) days for any amount of the penalty which the Administrator caused.

STATISTICAL REPORTS

The Consultant shall provide and deliver to the City within (15) days of the close of each calendar month, statistical reports which shall include at a minimum:

1. A monthly loss experience report, by department and work class, containing:
   a) the employee's name;
   b) injury date;
   c) closing date;
   d) cause of injury;
   e) description of injury;
   f) days lost from work;
   g) claims number;
   h) status (i.e. litigated);
   i) benefits paid-to-date;
   j) expenses paid-to-date;
   k) future liability;
   l) subrogation recovery, and
   m) total incurred.

2. Allocation Report – A list of costs paid during current month and year-to-date segregated by department and work class.

3. Summary Report – A summary for each year depicting:
   a) open cases;
   b) closed cases;
   c) total days lost;
   d) total benefits and expenses paid to date;
   e) future liability, and

f) total incurred.

4. Check Register – A list of all transactions paid during the month showing:
   a) check number;
   b) transaction date;
   c) amount;
   d) payee;
   e) name of employee, and
   f) claim number.

5. Transaction Register – A list of all transactions paid during the month by type of payment (i.e. defense attorney expense, etc.)

6. Litigation Register – A list of open claims by defense firm listing:
   a) employee name;
   b) date of injury;
   c) description of injury, and
   d) litigation expenses paid-to-date.

7. Claims Opened During the Month – An alphabetical listing by employee name depicting all claims information to date of closure.

8. Claims Closed During the Month – An alphabetical listing by employee name depicting all claims information to date of closure.

9. Provide specialized/custom statistical reports within twenty (20) calendar days after request by Human Resources Director at no, or reasonable, additional cost to City.

10. Required reports will be reviewed with the TPA at the beginning of each contract year to determine need.

11. All reports are to be confidentially submitted electronically to the Human Resources staff assigned by the Human Resources Director unless otherwise requested.

OTHER EXPENSES

Non-staff expenses such as legal costs and fees, investigations and rehabilitation vendor fees, the cost of employing experts for professional advice, opinion or testimony, and similar costs normally considered as Allocated Loss Expenses are not included in the compensation to Consultant as hereinafter set forth. Such expenses are chargeable as part of the claims cost, as is the custom under insured plans when computing losses for experience rating, retrospective rating, or dividend computation, and are paid by the City of Redlands.

Consultant shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation. Upon notification by the City that an Application for Adjudication has been filed, Consultant shall attempt to settle the claim directly with the employee's attorney without litigation. If litigation becomes imminent, an attorney specializing in the defense of Workers' Compensation claims shall be retained to represent the City of

Redlands. Upon request of the City of Redlands, Consultant shall provide all the information and files concerning said attorney.

RECORDS

Establish and maintain claim files, log transaction documents and all other records associated with the Workers' Compensation Program. These records shall be the property of the City and shall be available both electronically and hard copy, upon five (5) days' notice, for review or transfer to another custodian. Unless this Agreement is cancelled, closed files shall be stored by the Administrator for five (5) years and shall thereafter become the responsibility of the City. These records shall not be disposed of or destroyed without the prior, express written authorization of the City.

EXHIBIT "B"
Fee Schedule

Fee/Cost Proposal	
Claims Administration Services *(Includes Internal Support Staff)* *Flat Fee*	▪ *Year 1: $10,140 per month.* ▪ *Year 2: $10,647 per month.* ▪ *Year 3: $11,073 per month.* ▪ *Year 4: $11,516 per month.* ▪ *Year 5: $11,862 per month.*
Bill Review Services *Flat Fee*	▪ *Full Services: $12.50 flat fee per bill for all Official Medical Fee Schedule (OMFS), In-Patient Hospital Fee Schedule (IHFS), and Out-Patient, et cetera, reviews; and when applicable, plus .75 cents for State of California required E-Bill/OCR Services; or $10 flat fee per bill for partial bill review services.* ▪ *Within Full Services: when applicable, up to 27% Preferred Provider Organization (PPO)/Negotiated Savings fee, if there are no applicable savings, there are no fees.* ▪ *Within Full Services: no additional fees for transmitting medical billing information on behalf of the City to the Workers' Compensation Information System (WCIS) as required by State Law, i.e., Medical Bill Review EDI (Electronic Data Interchange) Reporting and Services.* ▪ *3% annual increase.*
Utilization Review Services *Flat Fee*	▪ *Non-physician review/decision – flat fee up to 7.75% of total charges ($775 cap per bill); $85 adjuster/$125 utilization review.* ▪ *Physician (includes peer and expert) review/decision – flat fee at the rate of $300 per hour.* ▪ *3% annual increase.*
Transition Fee	▪ *No fee – N/A.*
Data Conversion Fee	▪ *No fee – N/A.*
CMS/MMSEA – Internal Services	▪ *No additional fee.*
City On-Line Access (All Data)	▪ *City Users: no fee for read-only; at-cost fee for read and write.*
All Reports & Custom/Ad Hoc	▪ *No fee. At-cost when data is not captured.*
Index Claim Search & 1099s	▪ *No additional fee.*
Training & Development of Special Account Instructions/Procedures & Banking	▪ *No fee. Reference any "Banking" fees, please make note that any fees charged by the City's choice of bank shall be at cost as we will not add on any fee for our internal services.*
All Meetings, Quarterly Claim Reviews, Forms, Posters & Pamphlets	▪ *No additional fee.*

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.

ADMINSURE, INC.

By:_____ Date: _____
Alithia Vargas-Flores, President

City Council/Financing Authority Meeting **J. 2.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8590, renaming of the Redlands Community Center in honor of Joe R. Gonzales, Resolution No. 8591, renaming of the Redlands Community Senior Center in Honor of Eddie and Gloria Flores, Resolution No. 8592, naming of the dining room at the Redlands Community Senior Center in honor of Mary Reyes Sanchez, and Resolution No. 8593 renaming of Community Park in honor of Norman N. Martinez and Oddie J. Martinez (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move to adopt Resolution No. 8590, renaming the Redlands Community Center the "Joe R. Gonzales Community Center," in honor of Joe R. Gonzales; and
2. I move to adopt Resolution No. 8591, renaming the Redlands Community Senior Center, the "Eddie and Gloria Flores Senior Center," in honor of Eddie and Gloria Flores; and
3. I move to adopt Resolution No. 8592, the naming of the dining room at the Redlands Community Senior Center, the "Mary Reyes Sanchez Dining Room," in honor of Mary Reyes Sanchez; and
4. I move to adopt Resolution No. 8593, renaming of Community Park, the "Martinez Park," in honor of Norman N. Martinez and Oddie J. Martinez.

RECOMMENDATION:

COMMISSION RECOMMENDATION

At their April 11, 2024 meeting, the Parks and Recreation Advisory Commission recommended that the City Council approve the renaming of the Redlands Community Center in honor of Joe R. Gonzales, the renaming of the Redlands Community Senior Center in Honor of Eddie and Gloria Flores, the naming of the

Dining Room at the Redlands Community Senior Center in honor of Mary Reyes Sanchez, and renaming of Community Park in honor of Norman N. Martinez and Oddie J. Martinez.

DISCUSSION:

Resolution No. 7711 includes procedures for the naming of city parks, buildings, streets, and other public facilities. The resolution states that priority shall be given to naming a City park, building, or other public facility after its geographical location, a recognizable theme, its historic significance, or geological features associated with the park, building, or public facility. City parks, buildings, or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community provided such person shall be deceased for at least three (3) years prior to designating his or her name for a park, building or other public facility, unless waived by the City Council, or for a person, organization, or business that has contributed more than fifty percent (50%) of the cost of construction, acquisition, or long-term maintenance of a park, building or public facility.

In accordance with this resolution, Mayor Eddie Tejeda submitted recommendations to city staff for consideration by the Parks and Recreation Advisory Commission and the City Council to rename the Redlands Community Center in honor of Joe R. Gonzales, which would be in addition to the baseball field in Tract No. 20336, "Joe Gonzales Field," named in honor of Joe R. Gonzales, as there is no limitation noted within Resolution No. 7711, rename the Redlands Community Senior Center in Honor of Eddie and Gloria Flores, name the Dining Room at the Redlands Community Senior Center in honor of Mary Reyes Sanchez, and rename Community Park in honor of Norman N. Martinez and Oddie J. Martinez.

The following is background on each individual:

1. "Joe R. Gonzales (1929-2018):" A dedicated native of Redlands, Joe Gonzales was deeply involved in community activism, particularly focused on improving facilities and opportunities for the youth of North Side Redlands. He was instrumental in initiatives such as building the Community Center, advocating for free or low-cost sports fees, and distributing bicycles to children in need. His commitment to helping less fortunate children and his love for the city of Redlands defined his legacy.

2. "Eddie and Gloria Flores:" Eddie Flores was a prominent figure in community service in Redlands, serving in various roles including as a Field Marshal for the Brown Beret Organization, a counselor, and site director at the Redlands-Yucaipa Guidance Clinic Association, and fostering positive change through organizations like Navidad En El Barrio and the Northside Impact Committee. Gloria Flores, alongside her husband, also dedicated her life to

community service, notably in educational and cultural initiatives benefiting underprivileged youth, as well as through fostering numerous children.

3. "Mary Reyes Sanchez:" Mary Reyes Sanchez dedicated over 25 years to serving the Redlands community, particularly its senior population. Her volunteer work at senior centers, involvement in advisory boards, and contributions to organizing special events underscored her commitment to enhancing senior living and community engagement in Redlands.

4. "Norman N. Martinez (1925-1998):" Norman Martinez was a lifelong resident of Redlands and a distinguished community leader. He served on the Redlands City Council, was deeply involved in local service organizations, and made significant contributions to veterans' affairs as a World War II veteran and commander of the American Legion Post 650. His extensive service and leadership left a lasting impact on Redlands.

5. "Oddie J. Martinez (1928-1995):" Oddie Martinez, also a lifelong resident of Redlands, contributed significantly to education, veterans' affairs, and civic engagement. As an educator, Navy veteran, and mayor of Redlands, he played pivotal roles in shaping the community. His dedication to education, veterans, and community service left a lasting legacy in Redlands.

On April 11, 2024, the Parks and Recreation Advisory Commission reviewed recommendations put forth by the Mayor and voted unanimously to recommend the following to the City Council:

- Name the Redlands Community Center the "Joe R. Gonzalez Community Center" in honor of Joe Raigoza Gonzales.
- Name the Redlands Community Senior Center the "Eddie and Gloria Flores Senior Center" in honor of Eddie and Gloria Flores.
- Name the dining room at the Redlands Community Senior Center the "Mary Reyes Sanchez Dining Room" in honor or Mary Reyes Sanchez.
- Name Community Park "Martinez Park" in honor of Norman N. Martinez and Oddie J. Marinez.

In accordance with Resolution No. 7711, the Parks and Recreation Advisory Commission (PRC) has the appropriate jurisdiction to review and recommend naming of public parks facilities. The PRC determined that the individuals being honored met the criteria of providing a significant contribution to the Redlands community.

ALTERNATIVES:

City Council may choose to deny the renaming of these public facilities and provide alternate direction to staff.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED 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:
Don Craw, Sr. Manger Facilities and Community Services Department

---

Fiscal Impact

Fiscal Year:	2023/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	0
Budgeted Y/N:	N
Account No.:	N/A

Discussion:

There will be a cost associated with replacing signage at the facilities that include the new facility names. Staff estimates this cost to be approximately $30,000. If approved, staff will include the necessary funds in the FY 2024-26 Bi-Annual Budget request.

Attachments

PRC Staff Report - Facility Name Recommendations
Resolution No. 7711 (Reference)
Resolution No. 8590
Resolution No. 8591
Resolution No. 8592
Resolution No. 8593

Parks and Recreation Advisory Commission Meeting

AGENDA ITEM NO. 6.A

DATE: 04/11/2024
TO: Parks and Recreation Commission Members

SUBJECT:

Consideration of name suggestions for renaming of Community Park, The Redlands Community Center, The Redlands Community Senior Center, and the Senior Center Dining Room at the Redlands Community Senior Center.

MOTION:

If the Parks and Recreation Advisory Commission determines the recommendations are appropriate and are in favor of recommended names for the facilities, the following motions are provided:

"I move to recommend that the City Council accept the recommended name of "*Joe R. Gonzalez Community Center*" for the Redlands Community Center located at 111 W Lugonia Ave."

"I move to recommend that the City Council accept the recommended name of "*Eddie and Gloria Flores Senior Center*" for the Redlands Community Senior Center located at 111 W Lugonia Ave."

"I move to recommend that the City Council accept the recommended name of "*Mary Reyes Sanchez Dining Room*" for the Dining Room at the Redlands Community Senior Center located at 111 W Lugonia Ave."

"I move to recommend that the City Council accept the recommended name of "*Martinez Park*" for the park currently known as Community Park, located at the corner of Church St. and San Bernardino Ave."

DISCUSSION:

The following name recommendations were submitted for consideration by the Parks and Recreation Advisory Commission pursuant to Resolution 7771.

1. Joe Gonzalez Community Center

a. *Mr. Gonzales, past commissioner on the Parks and Recreation Commission, was a dedicated advocate for recreation services and parks. He worked diligently and never gave up hope to one day see park and recreation services for all youth in the City of Redlands. He dedicated his life to equality and equity!*

b. *Joe is a past parks and recreation commissioner and led the effort for building the Redlands Community Center. He was dedicated to helping young children of Redlands and a strong advocate for free or low cost sports fees for children who were unable to paying fees.*

c. *Joe Raigoza Gonzales was born November 2, 1929 and passed away November 7, 2018 in Redlands. He was second generation Redlands native. He was raised in North Side Redlands. Went to Lincoln Elementary, Redlands Junior High and Redlands High School. He was employed at Mittens manufacturing plastic lettering. He was employed at Norton Air Fore Base until he retired he retired in 1988. He was married to Irene Gloria Sevilla in 1949 and had three daughters. Joe was interested in helping the Latino youth being productive adults. He became a member of the Menudo Group Group, a community activism group intent*

on improving facilities for the children of North Side Redlands. He lead the effort for the building the Community Center. He had good Police relations with the North Side, his Commission Service on the Parks and Recreation Committee, membership with Menudo Group, North Side Impact Committee, North Redlands Visioning Committee, he was also running the snack bar at the at the ball fields, a strong advocate for free or low cost sports fees to the children who could not afford it, he was also involved in giving out bicycles to children who could not afford them. Joe was dedicated individual in helping the less fortunate children of Redlands, He loved the City of Redlands where he was born.

2. Eddie and Gloria Flores

a. Background information pending, will be presented at meeting.

3. Mary Reyes Sanchez Dining Room

a. Mary Reyes Sanchez demonstrated commendable commitment to the City of Redlands Senior center for over 25 years, making her a perfect candidate for this very prestigious award. Mary volunteered at the Joslyn Senior Center and Redlands Community Senior center assisting with the senior bingo program, serving coffee handling the collection of monies and assisting with the Senior Nutrition program. Despite the many activities that Mary was involved, she still found time to volunteer and participate in senior events. She stepped in to help with serving the disabled, setting up and decorating for special events and selling raffle tickets. Mary enjoyed line dancing and traveling with other seniors. Her dedication to this community was a tremendous asset to the success of the Joslyn Senior Center and Redlands Community Senior Center programs. Her hard work and dedication truly makes Mary Reyes Sanchez a perfect honoree for the distinguished 2023 Redlands Hometown hero award.

i. Senior Center Volunteer from 1995 – 2020
ii. Senior Activities Advisory Board member 2008-2019
iii. Parks and Recreation Advisory Board member 2008-2012

4. Martinez Park

a. In honor of the first two Latino City Council members in Redlands:

i. Norman N. Martinez (1925-1998)
- Lifelong resident of Redlands
- Grew up in the citrus industry thanks to his father who managed groves for various growers
- Veteran of WWII serving on US Navy PT boats in the South Pacific, 1943-1946
- Worked as a salesman for the Jim Glaze Lincoln/Mercury car dealership for 36 years
- First Latin American to serve on the Redlands City Council, serving from 1958 to 1970
- Served as Redlands's Vice Mayor (Mayor Pro Tem)
- Very active in the community, including serving as President and Co-Founder of the Redlands Boys Club, President of the Kiwanis Club, President of Redlands Pony League Baseball, and on the boards of the House of Neighborly Service, Red Cross and Community Chest
- Charter member, state vice-commander and commander of American Legion Post 650 (since 1949), and district commander for the group
- Officer for 40 & 8 Club and Veterans of Foreign Wars

ii. Oddie J. Martinez (1928-1995)

- Lifelong resident of Redlands
- Grew up in the citrus industry thanks to his father who managed groves for various growers and worked in the groves and packing houses himself while still in school
- Veteran of U.S. Navy during and after WWII (1945-1949), where he was stationed on Iwo Jima in the Aviation and Intelligence Service
- First Commander of the American Legion Post 650 in Redlands and was very involved in veterans' issues in the region
- Graduate of University of Redlands, earning a master's degree in administration, and did additional graduate work at Claremont Graduate School and University of Oregon
- Second Latin American to serve on the Redlands City Council, serving from 1978 to 1985
- Served as Redlands's Mayor from 1978 to 1980, becoming the city's first Latin American mayor and the first person to serve in that position from the north side
- Longtime educator who taught at McKinley Elementary School and Cope Junior High School, and was principal of McKinley, Mariposa, and Cram elementary schools over 30 years
- RUSD foreign language coordinator for Cope Junior High and Redlands High School, 1961-1963, and Director of Title I programs and Inter-group Relations Coordinator for the district
- Visiting lecturer at University of Redlands, the University of California, Riverside, California State University, San Bernardino, and San Bernardino Valley College
- Served on the boards of the House of Neighborly Service, Community Chest, YMCA Redlands Chamber of Commerce, United Wat, Redlands Community Hospital, Redlands Community Music Association, and Red Cross

RESOLUTION NO. 7711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING PROCEDURES FOR THE NAMING OF CITY PARKS, BUILDINGS, STREETS AND OTHER PUBLIC FACILITIES AND RESCINDING RESOLUTION NO. 7607

WHEREAS, the City Council authorized the formation of a committee to assist the City Council in developing a uniform and equitable policy and process for considering names for City parks, buildings, streets and other City public facilities; and

WHEREAS, after numerous meetings, research and thorough discussion, the committee recommended that the City Council adopt a Parks and Public Facilities Naming Policy to establish procedures for naming and renaming City parks, buildings and public facilities; and

WHEREAS, the procedures established by this resolution incorporate, and expand upon, the recommendations of the committee for naming and renaming City parks, buildings and other public facilities;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. Eligible Facilities:

A. Any City park, building, or other public facility may be considered for naming under the procedures established by this resolution. However, for purposes of this resolution, City-owned and designated passive "Open Space" shall not be considered a City park and shall not be subject to this resolution's naming procedures.

B. Except for extraordinary reasons, no City park, building or other public facility which has been officially named in recognition of a person or entity will be renamed out of respect for the reason such existing name was granted.

C. The naming and renaming of City streets shall be in accordance with the procedures established by California Streets and Highways Code Section 5026.

D. Any City park, building or other public facility located within the City that is owned by another public agency is ineligible for naming under the procedures established by this Resolution.

Section 2. Naming Procedure:

A. Any person may initiate a proposal for naming a City park, building or other public facility by completing an application/nominating form (a copy of which is attached to this Resolution as Exhibit "A"), making payment of the applicable fee, and filing such form with the City Manager, or the City Manager's designee. The fee shall be established by Resolution of the City Council.

B. Any City advisory commission or committee having appropriate jurisdiction, may initiate a proposal for naming a City park, building or other public facility by notifying the City Manager, or the City Manager's designee, of such proposal; or

C. Any member of the City Council may initiate a proposal for naming a City park, building or other public facility by causing the matter to be placed for consideration on an agenda for a regularly scheduled meeting of the City Council.

Section 3. Naming Process:

A. All application/nomination forms shall be referred to any City advisory commission or committee having appropriate jurisdiction with respect to the City parks, building or public facility.

B. The City Council members shall concurrently be provided with copies of all application/nomination forms upon referral to a City advisory commission/committee.

C. Within thirty (30) days of receipt, the advisory commission or committee shall review the application/nomination form and make its recommendation to the City Council.

Section 4. Criteria for Naming Parks, Buildings and other Public Facilities:

A. Priority shall be given to naming a City park, building or other public facility after its geographical location, a recognizable theme, its historic significance, or geological features associated with the park, building or public facility.

B. City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least three (3) years prior to designating his or her name for a park, building or other public

facility, unless waived by the City Council; or for a person, organization or business that has contributed more than fifty percent (50%) of the cost of construction, acquisition, or long-term maintenance of a park, building or public facility.

Section 5. This resolution shall become effective immediately upon its adoption.

Section 6. Resolution No. 7607 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 21st day of February, 2017.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, California, do hereby certify that the foregoing was duly adopted by the City Council at a regular meeting thereof held on the 21st day of February 2017, by the following vote:

AYES: Councilmembers Harrison, Gilbreath, Barich, Tejeda: Mayor Foster
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

EXHIBIT A

APPLICATION FOR NAMING OF CITY PARKS, BUILDINGS, STREETS AND OTHER PUBLIC FACILITIES

Name of Applicant: _____
(Nominating Party)

Contact Information: _____

_____
(Mailing Address and Phone Number)

Proposed Name for Facility: _____

Location of Facility Name is proposed for: _____

Provide rationale or background in support of proposed name for facility: _____

_____

_____

_____
(Attach additional sheets or supporting documentation as necessary)

Name of Nominating Party: _____
(Print Name) (Date)

_____
(Signature)

RESOLUTION NO. 8590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS COMMEMORATIVELY RENAMING THE REDLANDS COMMUNITY CENTER THE "JOE R. GONZALES COMMUNITY CENTER."

WHEREAS, a report has been prepared and submitted by Director Crocker on behalf of the Parks and Recreation Advisory Commission requesting the commemorative renaming of the Redlands Community Center as the "Joe R. Gonzales Community Center" in honor of Joe Raigoza Gonzales who has made significant contributions to the Redlands community as described in Exhibit "A"; and

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 7711 on February 21, 2017; and

WHEREAS, in accordance with Resolution No. 7711, the Parks and Recreation Advisory Committee has the appropriate jurisdiction to review park naming recommendations; and

WHEREAS, in accordance with the requirement of Resolution No. 7711, Criteria for Naming Parks, Buildings and other Public Facilities, City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least (3) years prior to designating his or her name for a park, building or other public facility, unless waived by the City Council.

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

Section 1. The Redlands Community Center, located at 111 W. Lugonia Ave., will be known as the "Joe R. Gonzales Community Center."

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

1. Joe R. Gonzales: Joe Raigoza Gonzales was born November 2, 1929 and passed away November 7, 2018 in Redlands. He was second generation Redlands native. He was raised in North Side Redlands. He went to Lincoln Elementary, Redlands Junior High, and Redlands High School. He was employed at Mittens manufacturing plastic lettering. He was employed at Norton Air Force Base until he retired in 1988. He was married to Irene Gloria Sevilla in 1949 and had three daughters. Joe was interested in helping the Latino youth being productive adults. He became a member of the Menudo Group, a community activism group intent on improving facilities for the children of North Side Redlands. He led the efforts for building the Community Center. He had good Police relations with the North Side. He was a member of the Parks and Recreation Committee, a member of the Menudo Group, North Side Impact Committee, North Redlands Visioning Committee. He ran the snack bar at the ball fields and was a strong advocate for free or low cost sports fees to the children who could not afford it. He was also involved in giving out bicycles to children who could not afford them. Joe was an individual dedicated to helping the less fortunate children of Redlands. He loved the City of Redlands where he was born.

RESOLUTION NO. 8591

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS COMMEMORATIVELY RENAMING THE REDLANDS COMMUNITY SENIOR CENTER THE "EDDIE AND GLORIA FLORES SENIOR CENTER."

WHEREAS, the Parks and Recreation Advisory Commission is requesting the commemorative naming of the Redlands Community Senior Center as the "Eddie and Gloria Flores Senior Center" in honor of Eddie and Gloria Flores who have made significant contributions to the Redlands community as described in Exhibit "A"; and

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 7711 on February 21, 2017; and

WHEREAS, in accordance with Resolution No. 7711, the Parks and Recreation Advisory Committee has the appropriate jurisdiction to review park naming recommendations; and

WHEREAS, in accordance with the requirement of Resolution No. 7711, Criteria for Naming Parks, Buildings and other Public Facilities, City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least (3) years prior to designating his or her name for a park, building or other public facility, unless waived by the City Council.

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

Section 1. City Council hereby waives the requirement of Resolution No. 7711 that Eddie Flores and Gloria Fores shall be deceased for at least three (3) years prior to designating their names to a facility.

Section 2. The Redlands Community Senior Center, located at 111 W Lugonia Ave., will be known as the "Eddie and Gloria Flores Senior Center."

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

Eddie and Gloria Flores:

Eddie Flores has been a cornerstone of community service in Redlands, dedicating his life to various impactful roles. As Field Marshal for the Brown Beret Organization from 1964-1975, he ensured adherence to national protocols while organizing community activities like holiday parties and fundraisers at no cost. He taught martial arts and provided free educational tutoring through the University of Action and El Centro De La Gente. As a counselor and site director at the Redlands-Yucaipa Guidance Clinic Association from 1971-1991, he supported at-risk youth and collaborated with law enforcement to enhance community safety. Eddie has also been instrumental in Navidad En El Barrio since 1964 and the Northside Impact Committee since 1993, focusing on community recognition and scholarships. His foster care work through Childhelp USA earned him the "For the Love of a Child" Award in 2012. Additionally, Eddie has held positions on boards including the YMCA of Redlands and Boys and Girls Club of Redlands East Valley, demonstrating a lifelong commitment to fostering positive change and supporting the community.

Gloria Flores has dedicated decades to community service in Redlands, impacting lives across various sectors. Beginning in 1962, she was an active member of St. Mary's Catholic Church Altar Society, engaging in fundraising and choir events. As a co-founder and secretary of El Centro De La Gente from 1973-1991, she enhanced educational and cultural opportunities for underprivileged youth, including forming a Ballet Folklorico and securing resources for its success. Her significant contributions continued at the Redlands-Yucaipa Guidance Clinic Association and SHU-Business & Education Institute, where she directed multiple programs, improving educational outcomes for hundreds and aiding countless others in obtaining legal U.S. status. Gloria's coordination role in Navidad En El Barrio since 1976 has ensured the distribution of annual food baskets and gifts to those in need. Additionally, her leadership in the Northside Impact Committee since 1991 as co-founder and treasurer has led to the distribution of numerous scholarships and recognition awards, further demonstrating her commitment to community betterment. Gloria, alongside her husband, also fostered 58 children through Childhelp USA, earning the "For the Love of a Child" Award for their profound impact on children’s lives.

RESOLUTION NO. 8592

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS COMMEMORATIVELY NAMING THE DINING ROOM AT THE REDLANDS COMMUNITY SENIOR CENTER THE "MARY REYES SANCHEZ DINING ROOM."

WHEREAS, the Parks and Recreation Advisory Commission is requesting the commemorative naming of the Redlands Community Senior Center dining room as the "Mary Reyes Sanchez Dining Room" in honor of Mary Reyes Sanchez who has made significant contributions to the Redlands community as described in Exhibit "A"; and

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 7711 on February 21, 2017; and

WHEREAS, in accordance with Resolution No. 7711, the Parks and Recreation Advisory Committee has the appropriate jurisdiction to review park naming recommendations; and

WHEREAS, in accordance with the requirement of Resolution No. 7711, Criteria for Naming Parks, Buildings and other Public Facilities, City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least (3) years prior to designating his or her name for a park, building or other public facility, unless waived by the City Council.

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

Section 4. The dining room in the Redlands Community Senior Center, located at 111 W Lugonia Ave,. will be known as the "Mary Reyes Sanchez Dining Room."

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

Mary Reyes Sanchez: Mary Reyes Sanchez has devoted over 25 years to serving the Redlands community through her volunteer work at the Joslyn Senior Center and the Redlands Community Senior Center. Her roles have included assisting with the senior bingo program, handling financial contributions, and supporting the Senior Nutrition program. Mary's commitment extended to organizing and decorating for special events, and her involvement in the Senior Activities and Parks and Recreation Advisory Boards further highlighted her dedication. Her enthusiasm for community service, coupled with her participation in senior activities like line dancing and group travel, underscored her significant impact on enhancing senior living in Redlands.

RESOLUTION NO. 8593

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS COMMEMORATIVELY RENAMING THE COMMUNITY PARK "MARTINEZ PARK."

WHEREAS, the Parks and Recreation Advisory Commission is requesting the commemorative renaming of Community Park as "Martinez Park" in honor of Norman N. Martinez and Oddie J. Martinez who have made significant contributions to the Redlands community as described in Exhibit "A"; and

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 7711 on February 21, 2017; and

WHEREAS, in accordance with Resolution No. 7711, the Parks and Recreation Advisory Committee has the appropriate jurisdiction to review park naming recommendations; and

WHEREAS, in accordance with the requirement of Resolution No. 7711, Criteria for Naming Parks, Buildings and other Public Facilities, City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least (3) years prior to designating his or her name for a park, building or other public facility, unless waived by the City Council.

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

Section 1. Community Park, located on Church St. between San Bernardino Ave. and E Pennsylvania Ave., will be known as "Martinez Park."

ADOPTED, SIGNED AND APPROVED this 21st day of May, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

1. Norman N. Martinez: Norman N. Martinez (1925-1998) was a lifelong resident of Redlands, a World War II veteran, and a devoted community leader. He was the first Latin American to serve on the Redlands City Council from 1958 to 1970, including a term as Vice Mayor. Norman's deep involvement in the community was evident through his roles as president and co-founder of the Redlands Boys Club, president of both the Kiwanis Club and Redlands Pony League Baseball, and as a board member of several local service organizations. His post-military life was also marked by significant contributions as a charter member and commander of the American Legion Post 650, and officer in the 40 & 8 Club and Veterans of Foreign Wars. Norman's extensive service and leadership across civic, veterans', and community sectors left a lasting impact on Redlands, embodying a legacy of dedication and service.

2. Oddie J. Martinez: Oddie J. Martinez (1928-1995) was a dedicated lifelong resident of Redlands, deeply rooted in both the community and its citrus industry from a young age. A veteran of the U.S. Navy stationed on Iwo Jima in the Aviation and Intelligence Service post-WWII (1945-1949), he also became the first commander of the American Legion Post 650, actively engaging in veterans' affairs. Oddie was a prominent educator for over 30 years, serving as a teacher, principal, and district coordinator, impacting numerous educational programs including foreign languages and Title I programs. He earned his master’s degree in administration from the University of Redlands, with further studies at Claremont Graduate School and the University of Oregon. Oddie's political contributions were significant; he was the second Latin American and the first from the north side to serve as Mayor of Redlands (1978-1980) after his tenure on the city council from 1978 to 1985. Additionally, his civic involvement extended to serving on the boards of several key community organizations, making lasting contributions to the fabric of Redlands.

City Council/Financing Authority Meeting **J. 3.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a First Amendment to the Professional Services Agreement with Miller Architectural Corporation to increase the total compensation to an amount not to exceed $400,000 and extend the term by one additional year to provide on-call general architectural services (Facilities and Community Service Director Crocker)

MOTION(S):

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

1. I move that the City Council approve an amendment to the Professional Services Agreement with Miller Architectural Corporation.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the agreement with Miller Architectural Corporation to increase the total compensation to an amount not to exceed $400,000 and extend the term by one additional year to provide on-call general architectural services for the City.

DISCUSSION:

On May 3, 2022, the City Council approved an agreement with Miller Architectural Corporation (Miller Architecture) for on-call general architectural services for a term of two years. The agreement has expedited city projects and has allowed for a more efficient utilization of available funds. The following projects have been assigned to Miller Architecture under the original agreement and are currently near completion or have been completed:

- Redlands City Hall Retrofit (City Managers Office Renovations)
- Sylvan Park Restroom

- Ford Park Restroom
- Crafton Park / Coyazo Park Football Crows Nest
- Community Center Game Room Renovations
- Community Center Exterior Signs and Landscape Renovations
- Household Hazardous Waste Shade Structure
- Animal Shelter Master Plan
- Temporary Downtown Parking Lot

Several of these projects are still in progress with Miller Architecture and will not be completed within the initial terms of the agreement. To ensure progress continues on these projects, the Facilities and Community Services Department initiated the proposed amendment with Miller Architecture. The First Amendment to this agreement will continue to help expedite the projects and efficiently use available funds. The funding for this amendment will be derived from individual project budgets in an amount not-to-exceed $100,000. The term of the amendment will extend the agreement by one additional year. No new projects will be initiated under this amendment, a new RFP for on-call architectural services is currently pending.

ALTERNATIVES:

City Council may elect not to approve the amendment.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2023-24
Appropriation Required Y/N:	No
Amount:	$100,000.00
Budgeted Y/N:	Yes
Account No.:	101303, 101309, 101304

Discussion:

If approved by the City Council, the agreement amendment with Miller Architectural Corporation will increase by $100,000 for FY 2023-24. Sufficient funding for these services is included in the FCS Department budget for Fiscal Year 2023-24 as approved by the City Council.

Attachments

First Amendment
2024 Fee Schedule
Miller Agreement

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional architectural services ("Agreement"), dated May 3, 2022 by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Miller Architectural Corporation, a California corporation ("Consultant"), is made and entered into this 21st day of May, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically the term of the agreement in Article 4, Section 4.1 and total compensation in Article 5, Section 5.1; and

WHEREAS, it is the desire of the City and Consultant to amend Exhibit "B," "Fee Schedule" to include an amended "Fee Schedule," which is attached hereto by reference.

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

AGREEMENT

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

"The term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date, unless terminated earlier as provided herein."

Section 2. Article 5, entitled "Payments To Consultant," Section 5.1 of the Agreement, is hereby amended to read as follows:

"Total compensation for Consultant's performance of the Services shall not exceed the amount of Four Hundred Thousand Dollars ($400,000.00). City shall pay Consultant on a time and materials basis up to the note to exceed amount in accordance with Exhibit "B," titled "Fee Schedule, " which is attached hereto and incorporated herein by reference."

Section 3. The fee schedule set forth in Exhibit "B" of the Agreement titled, "Fee Schedule," is hereby amended and replaced by an amended Exhibit "B," which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 21, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

MILLER ARCHITECTURAL CORPORATION

By: _____
Gary Miller, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "B"
FEE SCHEDULE

[Attached]

2024 FEE SCHEDULE

MILLER ARCHITECTURAL CORPORATION
1177 IDAHO STREET, SUITE 200
REDLANDS, CA 92374
P 909.335.7400 F 909.335.7299

PROFESSIONAL AND TECHNICAL STAFF:

Senior Principal	$277.20/hour
Court/Arbitration Appearance	$330.75/hour
Deposition	$360.15 - First Hour
	$324.45 - Each Additional Hour
Principal (Architecture Division)	$213.15/hour
Associate (Architecture Division)	$186.90/hour
Principal (Interiors Division)	$180.60/hour
Senior Project Manager	$165.90/hour
Project Manager	$154.35/hour
Senior Technician	$143.85/hour
Intermediate Technician	$100.80/hour
Senior Clerk/Executive Assistant/Office Mgr.	$99.75/hour
Junior Technician	$90.30/hour
Administrative Assistant/Marketing Assistant	$96.60/hour
Secretarial/Clerical/Intern	$74.55/hour
Archive Retrieval Fee	$240.45/Flat Fee
Drone Photography/Remote Aerial Survey	$301.35/hour

Overtime for hourly personnel will be charged at the base rate of 1.5 per hour for time in excess of 8 hours per weekday or for work on Saturdays, Sundays and holidays.

EXPENSES:

1. Out of pocket expenses, (i.e. photocopies, film development, shipping, blueprints): cost plus 15%.
2. In-house Services:

Large Format	$2.87 per 24" x 36" sheet		
Black & White:	$3.70 per 30" x 42" sheet		
Large Format	$8.59 per 24" x 36" sheet		
Color:	$11.13 per 30" x 42" sheet		
Photo Copies:	Black & White:	$0.40 per 8-1/2” x 11”	page
	Black & White:	$0.68 per 11" x 17"	page
	Color:	$2.20 per 8/1/2" x 11"	page
	Color:	$3.75 per 11" x 17"	page
	Black & White	$1.00 per 12” x 18”	page
	Color	$4.42 per 12” x 18”	page
Presentation Materials:	$25.41 per 30 x 40 Foam Board		
CD with Files: $62.92			
Upload Data: $62.92			

3. Mileage: Current IRS Mileage Rate
4. For work which requires overnight lodging, a per diem charge will be made appropriate to the area, based on actual costs.
5. Outside consultants not included in the base fee and plan check fees shall be billed at direct cost plus 15%.

INVOICING

Invoices will be issued either monthly or bi-weekly and are due and payable upon receipt of the invoice, unless otherwise agreed. Interest of 1% per month, but not exceeding the maximum rate allowed by law, will be payable on any amounts not paid within 30 days. Payment thereafter is to be applied first to accrued interest and then to the principal unpaid amount. Attorney’s fees or other cost incurred in collecting any delinquent amount shall be paid by the client.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional architectural services ("Agreement") is made and entered in this 3rd day of May, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Miller Architectural Corporation, 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 architectural services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The term of this Agreement shall be for a period of two (2) years commencing as of the Effective Date, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Thousand Dollars ($300,000.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Gary Miller, President
City of Redlands	Miller Architectural Corporation
35 Cajon Street	1177 Idaho St, Ste. 200
P.O. Box 3005 (mailing)	Redlands, Ca 92374
Redlands, CA 92373	gmiller@miller-aip.com
jdonaldson@cityofredlands.org	Phone: (909) 335-7400
Phone: (909) 798-7531	Fax: (909) 335-7299

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws

of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

MILLER ARCHITECTURAL CORPORATION

By: _____
Gary Miller, President

EXHIBIT "A"

SCOPE OF SERVICES

Miller Architectural Corporation will provide architectural and design services related to but not limited to the planning, designing, contract documents bidding, and construction oversight phases of various projects.

Such services may also include:

- Feasibility studies and needs assessments
- Site selection
- Facilities master planning
- Project programming
- Architectural and engineering services
- Project design
- 3-D imaging and animations
- Project management
- Scheduling and budgets
- Interior design and graphic design
- Post occupancy evaluation
- Educational technologies
- Modernization and renovation
- ADA assessment and correction
- DSA Processing
- Presentations to community groups and committees
- Off-site improvements and streets, utilities and flood control
- Government agency coordination
- Demographics and enrollment forecasting
- Life-cycle comparisons
- Cost analysis
- Construction administration

EXHIBIT "B"

FEE SCHEDULE

PROFESSIONAL AND TECHNICAL STAFF:

Senior Principal	$242.00/hour
Court/Arbitration Appearance	$289.00/hour
Deposition	$315.00 - First Hour
	$284.00 - Each Additional Hour
Principal (Architecture Division)	$186.00/hour
Associate (Architecture Division)	$163.00/hour
Principal (Interiors Division)	$158.00/hour
Senior Project Manager	$145.00/hour
Project Manager	$135.00/hour
Senior Technician	$126.00/hour
Intermediate Technician	$88.00/hour
Senior Clerk/Executive Assistant/Office Mgr.	$87.00/hour
Junior Technician	$79.00/hour
Administrative Assistant/Marketing Assistant	$84.00/hour
Secretarial/Clerical/Intern	$65.00/hour
Archive Retrieval Fee	$210.00/Flat Fee
Drone Photography/Remote Aerial Survey	$263.00/hour

Overtime for hourly personnel will be charged at the base rate of 1.5 per hour for time in excess of 8 hours per weekday or for work on Saturdays, Sundays and holidays.

EXPENSES:

1. Out of pocket expenses, (i.e. photocopies, film development, shipping, blueprints): cost plus 15%.
2. In-house Services:

Large Format Black & White:	$ 2.40 per 24" x 36" sheet $ 3.35 per 30" x 42" sheet	
Large Format Color:	$7.10 per 24" x 36" sheet $9.20 per 30" x 42" sheet	
Photo Copies:	Black & White: $0.33 per 8-1/2" x 11"	page
	Black & White: $0.56 per 11" x 17"	page
	Color: $1.82 per 8/1/2" x 11"	page
	Color: $3.10 per 11" x 17"	page
	Black & White $0.83 per 12" x 18"	page
	Color $3.65 per 12" x 18"	page
Presentation Materials:	$21.00 per 30 x 40 Foam Board	
CD with Files: $52.00		
Upload Data: $52.00		

3. Mileage: $.70 per mile.
4. For work which requires overnight lodging, a per diem charge will be made appropriate to the area, based on actual costs.
5. Outside consultants not included in base fee and plan check fees shall be billed at direct cost plus 15%.

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

MILLER ARCHITECTURAL
CORPORATION

By:_____ Date: May 03, 2022
Gary Miller, President

City Council/Financing Authority Meeting **J. 4.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Work Construction Contract with Metrocell Construction, Inc. not to exceed $576,469.26, for the installation of sports lighting at Community Park, and determine that the project is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act; and

2. Approve the Public Work Construction Contract with Metrocell Construction, Inc. for the Community Park lighting project.

RECOMMENDATION:

Staff recommends that the City Council determine that the project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends the City Council to approve the Public Work Construction Contract with Metrocell Construction, Inc. for labor and materials to install sports lighting at Community Park (FCS05192023KG) for an amount not to exceed $576,469.26.

DISCUSSION:

The Community Park is the primary location of baseball and softball fields for youth recreation leagues in the City of Redlands. There are 7 fields ranging in size that accommodate youths ranging from 4 years old up to high school age who participate in baseball and softball programs. Currently, four of these fields are lighted and available for use in the evenings, while three do not have lighting that allows them to be utilized past dusk.

By adding sports field lighting to three additional fields at Community Park, local leagues and organizations will have additional facilities available for use in the evenings for practices and games. The current inventory of available baseball/softball fields has consistently been less than the requests for field allocation submitted bi-annually to our Recreation division. These additional lighted fields will provide much-needed spaces for local young people to practice and play.

City staff worked with Intelligent Lighting Systems to develop plans and specifications for the project and on March 8, 2024, City staff put out a request for bids to install the additional sports park lighting at Community Park. On March 26, 2024, the City Clerk's office received and opened 6 bids for labor and materials to install sports lighting at Community Park.

Staff evaluated the bids for conformance with the City's purchasing ordinance, and verified the total price as shown in the table below.

BIDDER	BID AMOUNT
Metrocell Construction, Inc.	$ 576,469.26*
Huntington Beach Electric	$ 702,650.02**
California Professional Engineering, Inc.	$ 878,975.00
Southern Contracting Company	$ 974,850.00***
High Volt Electric	$1,086,902.87****
AJ Kirkwood & Associates	$1,480,834.60*****

A math error on behalf of the bidder of $3367.41 was discovered upon staff review. The error was acknowledged by Metrocell Construction and the total project price of $576,469.26 was agreed upon compared to the bid opening amount of $579,836.93. **A math error on behalf of the bidder of $0.02 was discovered upon staff review. Error acknowledged by Huntington Beach Electric. ***A math error on behalf of the bidder of $8,300.00 was discovered upon staff review. Error acknowledged by Southern Contracting Company. ** A math error on behalf of the bidder of $102,985.90 was discovered upon staff review. Error acknowledged by High Volt Electric. *****A math error on behalf of the bidder of $282,834.60 was discovered upon staff review. Error*

acknowledged by AJ Kirkwood & Associates.

After thorough review, staff evaluated each project bid and identified Metrocell Construction, Inc. as the contractor submitting the lowest responsive and responsible bid. Accordingly, staff is seeking approval to award Metrocell Construction, Inc., a Public Works Contract to execute the project.

ALTERNATIVES:

The City Council may elect not to award the Public Work Construction Contract to Metrocell Construction, Inc. and provide alternative direction to staff.

STRATEGIC PLAN:

Priority A - Quality of Life

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	YES
Appropriation Required Y/N:	No
Amount:	$576,469
Budgeted Y/N:	Yes
Account No.:	101303-8501

Discussion:

The total project cost will be $576,469 and was included in the FY2024/26 budget. In addition, sports field lighting generates revenue as an additional fee for lighting is included in sports field rentals when lights are required by our tier 2 user groups.

Attachments

Metrocell Construction Agreement
Bid Report
Bid Analysis
Location Map
Plans & Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 21st day of May, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Metrocell Construction, Inc. a California corporation. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Community Park Sports Lighting, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Community Park Sports Lighting Project, Project No. FCS05192023KG (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Hundred Seventy-Six Thousand, Four Hundred Sixty-Nine Dollars and Twenty-Six Cents ($576,469.26) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five hundred dollars ($500.00) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500.00) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR: Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. ASSIGNMENT OF AGREEMENT: No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. SUCCESSORS AND ASSIGNS: City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. SEVERABILITY: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Metrocell Construction_____
Name of Contractor

By:_____
Signature of Authorized Agent

James Culwell, President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

829469
_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities & Community Services Department
FCS05192023KG
Community Park Sports Lighting

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Dated this _____ day of _____, 2024.

Metrocell Construction_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Metrocell Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 21, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Community Park Sports Lighting and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, Metrocell Construction, Inc, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Seventy-Six Thousand, Four Hundred Sixty-Nine Dollars and Twenty-Six Cents ($576,469.26) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Metrocell Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated May 21, 2024, and identified as Community Park Sports Lighting Project, Project No. FCS05192023KG is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Hundred Seventy-Six Thousand, Four Hundred Sixty-Nine Dollars and Twenty-Six Cents ($576,469.26) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **26th day of March 2024 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for **Community Park Sports Lighting – FCS05192023KG**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

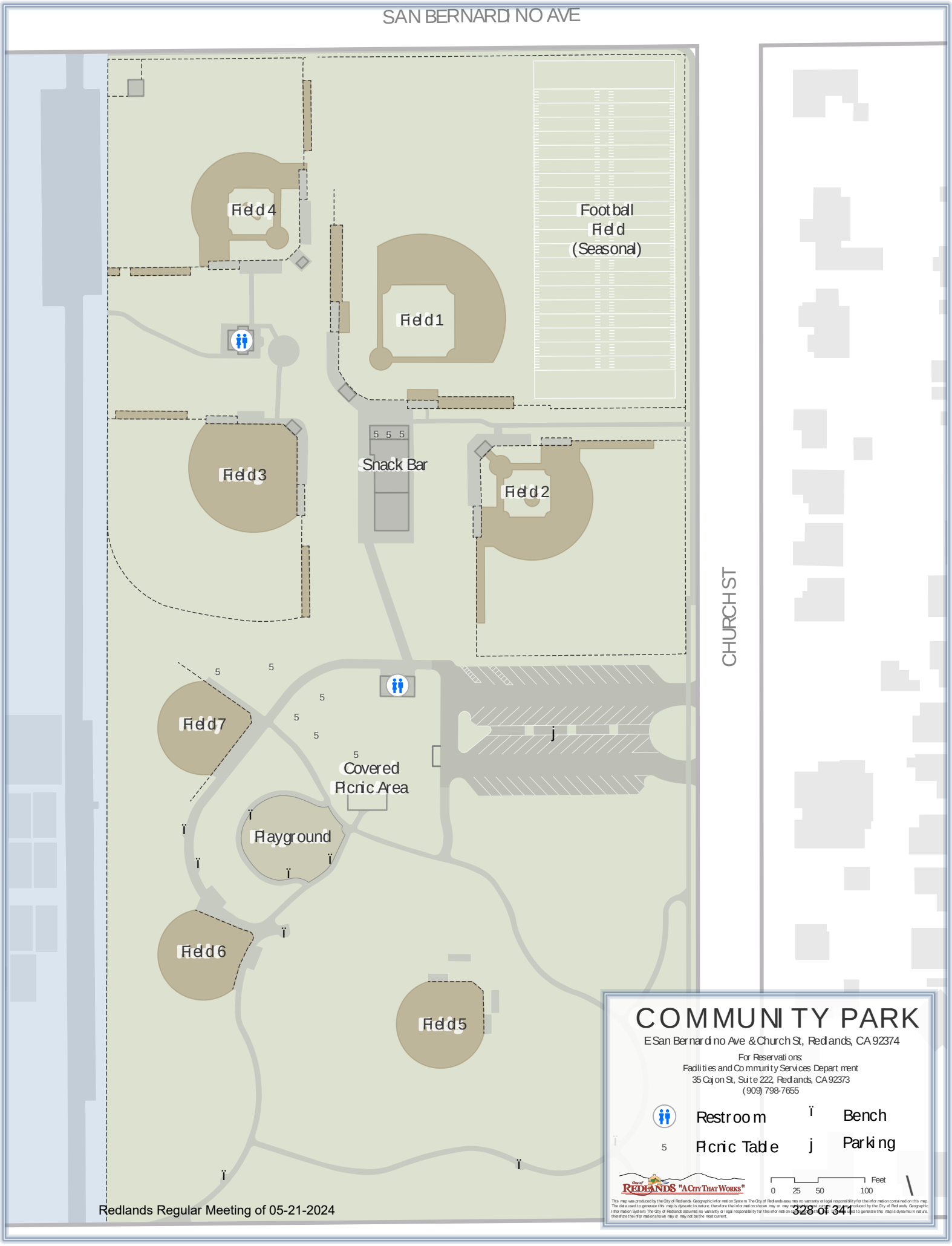
No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Metrocell Construction, Ontario CA	Yes	1 addenda acknowledged	$ 579,836.93
2	HBE, Inc., Huntington Beach CA	Yes	1 question acknowledged	$ 702,650.00
3	California Professional Engineering, La Puente CA	Yes	N/A	$ 878,975.00
4	Southern Contracting Co., San Marcos CA	Yes	N/A	$ 966,550.00
5	High Volt Electric, Simi Valley CA	Yes	N/A	$ 983,917.00
6	A.J. Kirkwood & Associates, Fullerton CA	Yes	N/A	$1,198,000.00

Jeanne Donaldson, City Clerk
City of Redlands, California

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

City of Redlands
Facilities Community Services
COMMUNITY PARK SPORTS LIGHTING
FCS05192023

Item No.	Bid Item	Unit of Measure	Qty.	METROCELL CONSTRUCTION		HUNTINGTON BEACH ELECTRIC, INC.		CALIFORNIA PROFESSIONAL ENGINEERING, INC.		SOUTHERN CONTRACTING COMPANY		HIGH VOLT ELECTRIC		AJ KIRKWOD & ASSOCIATES	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID A - NEW FIELD 1															
A1	Mobilization	Lump Sum	1	$ 112,171.24	$ 112,171.24	$ 20,000.00	$ 20,000.00	$ 9,600.00	$ 9,600.00	$ 60,000.00	$ 60,000.00	$ 3,083.00	$ 3,083.00	$ 4,500.00	$ 4,500.00
A2	Footing Installation Labor & Materials	Lump Sum	1	$ 20,191.33	$ 20,191.33	$ 45,000.00	$ 45,000.00	$ 84,000.00	$ 84,000.00	$ 25,000.00	$ 25,000.00	$ 5,750.00	$ 5,750.00	$ 35,000.00	$ 35,000.00
A3	Trenching, Conduit and Wire Installation	L/F	945	$ 33.65	$ 31,799.25	$ 70.00	$ 66,150.00	$ 125.00	$ 118,125.00	$ 110.00	$ 103,950.00	$ 271.85	$ 256,898.25		$ 190,000.00
A5	Pull Boxes (17" x 30" concrete with concrete lids)	EA	6	$ 466.27	$ 2,797.62	$ 3,300.00	$ 19,800.00	$ 1,200.00	$ 7,200.00	$ 1,200.00	$ 7,200.00	$ 508.33	$ 3,049.98	$ 2,666.70	$ 16,000.20
A6	Purchase and Install Light Poles	EA	6	$ 16,762.78	$ 100,576.68	$ 16,666.67	$ 100,000.02	$ 5,300.00	$ 31,800.00	$ 28,000.00	$ 168,000.00	$ 20,891.66	$ 125,349.96	$ 33,333.30	$ 199,999.80
A8	Purchase and Install Light Fixtures	EA	14	$ 1,171.92	$ 16,406.88	$ 1,000.00	$ 14,000.00	$ 5,300.00	$ 74,200.00	$ 2,500.00	$ 35,000.00	$ 1,226.28	$ 17,167.92	$ 1,785.80	$ 25,001.20
A9	Installation of City provided power pedestal	EA	1	$ 4,720.55	$ 4,720.55	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 4,000.00	$ 4,000.00	$ 2,320.00	$ 2,320.00	$ 15,000.00	$ 15,000.00
	TOTAL FOR NEW FIELD 1				**$ 288,663.55**		**$ 274,950.02**		**$ 328,425.00**		**$ 403,150.00**		**$ 413,619.11**		**$ 485,501.20**
BASE BID B - NEW FIELD 2															
B2	Footing Installation labor and material	Lump Sum	1	$ 20,191.33	$ 20,191.33	$ 45,000.00	$ 45,000.00	$ 92,000.00	$ 92,000.00	$ 25,000.00	$ 25,000.00	$ 54,923.00	$ 54,923.00	$ 35,000.00	$ 35,000.00
B3	Trenching, Conduit and Wire Installation	L/F	586	$ 33.65	$ 19,718.90	$ 70.00	$ 41,020.00	$ 125.00	$ 73,250.00	$ 110.00	$ 64,460.00	$ 272.00	$ 159,392.00		$ 65,000.00
B5	Pull Boxes (17" x 30" concrete with concrete lids)	EA	6	$ 466.27	$ 2,797.62	$ 3,300.00	$ 19,800.00	$ 1,200.00	$ 7,200.00	$ 1,200.00	$ 7,200.00	$ 508.33	$ 3,049.98	$ 2,666.70	$ 16,000.20
B7	Purchase and Install Light Poles	EA	6	$ 16,762.78	$ 100,576.68	$ 17,000.00	$ 102,000.00	$ 5,300.00	$ 31,800.00	$ 28,000.00	$ 168,000.00	$ 20,891.66	$ 125,349.96	$ 33,333.30	$ 199,999.80
B8	Purchase and Install Light Fixtures	EA	14	$ 1,171.72	$ 16,404.08	$ 1,000.00	$ 14,000.00	$ 5,300.00	$ 74,200.00	$ 2,500.00	$ 35,000.00	$ 1,226.28	$ 17,167.92	$ 15,000.00	$ 210,000.00
	TOTAL FOR NEW FIELD 2				**$ 159,688.61**		**$ 221,820.00**		**$ 278,450.00**		**$ 299,660.00**		**$ 359,882.86**		**$ 526,000.00**
ALTERNATE BID C - NEW FIELD 3															
C2	Footing Installation Labor & Materials	Lump Sum	1	$ 13,460.88	$ 13,460.88	$ 45,000.00	$ 45,000.00	$ 64,000.00	$ 64,000.00	$ 25,000.00	$ 25,000.00	$ 3,615.00	$ 3,615.00	$ 35,000.00	$ 35,000.00
C3	Trenching, Conduit and Wire Installation	L/F	844	$ 33.65	$ 28,400.60	$ 70.00	$ 59,080.00	$ 125.00	$ 105,500.00	$ 110.00	$ 92,840.00	$ 272.00	$ 229,568.00		$ 75,000.00
C5	Pull Boxes (17" x 30" concrete with concrete lids)	EA	6	$ 466.27	$ 2,797.62	$ 3,300.00	$ 19,800.00	$ 1,200.00	$ 7,200.00	$ 1,200.00	$ 7,200.00	$ 508.33	$ 3,049.98	$ 2,666.70	$ 16,000.20
C6	Purchase and Install Light Poles	EA	4	$ 16,762.78	$ 67,051.12	$ 17,000.00	$ 68,000.00	$ 5,300.00	$ 21,200.00	$ 28,000.00	$ 112,000.00	$ 15,000.00	$ 60,000.00	$ 33,333.30	$ 133,333.20
C8	Purchase and Install Light Fixtures	EA	14	$ 1,171.92	$ 16,406.88	$ 1,000.00	$ 14,000.00	$ 5,300.00	$ 74,200.00	$ 2,500.00	$ 35,000.00	$ 1,226.28	$ 17,167.92	$ 15,000.00	$ 210,000.00
	TOTAL FOR ALTERNATE BID C - NEW FIELD 3				**$ 128,117.10**		**$ 205,880.00**		**$ 272,100.00**		**$ 272,040.00**		**$ 313,400.90**		**$ 469,333.40**
	TOTAL BID PRICE WHEN ADDED				**$ 576,469.26**		**$ 702,650.02**		**$ 878,975.00**		**$ 974,850.00**		**$ 1,086,902.87**		**$ 1,480,834.60**
	TOTAL ON SUBCONTRACTOR's WRITTEN BID PRICE				**$ 579,836.93**		**$ 702,650.00**		**$ 878,975.00**		**$ 966,550.00**		**$ 983,917.00**		**$ 1,198,000.00**
	DIFFERENCE BETWEEN THE TWO (IF ANY)				**$ 3,367.67**		**$ 0.02**		**$ -**		**$ 8,300.00**		**$ 102,985.87**		**$ 282,834.60**


SAN BERNARDINO AVE
Field 4
Football Field (Seasonal)
Field 1
Field 3
Snack Bar
Field 2
CHURCH ST
Field 7
Covered Picnic Area
Playground
Field 6
Field 5
COMMUNITY PARK
E San Bernardino Ave & Church St, Redlands, CA 92374
For Reservations:
Facilities and Community Services Department
35 Cajon St, Suite 222, Redlands, CA 92373
(909) 798-7655
Restroom
Bench
Picnic Table
Parking
Feet
0 25 50 100

CITY OF REDLANDS

COMMUNITY PARK SPORTS LIGHTING

SCOPE OF WORK

INSTALL NEW SPORTS LIGHTING, METER AND DISCONNECT. CONNECT TO EXISTING 240V POWER SYSTEM. EXTEND FROM EXISTING SYSTEM WITH NEW CONDUIT AND WIRE PER THIS PLAN AND PER NEC APPROVED METHODS. EXISTING ELECTRICAL SYSTEM IS TO REMAIN UNALTERED AND UNDAMAGED BY CONSTRUCTION. NEW SYSTEM TO INCLUDE DISCONNECT, SPORTS LIGHTING, POLES, PULLBOXES, CONDUIT, WIRING, PANEL AND UNISTRUT RACK.

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSESSING THE EXISTING STRUCTURES AND THEIR FUNCTIONALITY PRIOR TO BID. ADDITIONAL HARDWARE, MOUNTING BRACKETS AND/OR ADAPTER PLATES MAY BE REQUIRED TO UTILIZE EXISTING CONCRETE LIGHT POLE BASES AND ARE THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)," LATEST EDITION INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION," LATEST EDITION INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO, AND THE CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT STANDARD SPECIFICATIONS AND DETAIL DRAWINGS, LATEST EDITION INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT DIRECTOR OR APPOINTED REPRESENTATIVE.

2. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF UNDERGROUND LINES.

3. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

CONTRACTOR AGREES TO ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMNET SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, IMDEMNIFY, AND HOLD THE OWNER / DEVELOPER, THE CITY OF REDLANDS, COUNTY OF LOCAL JURISDICTION, THE ELECTRICAL DESIGN FIRM AND ELECTRICAL ENGINEER HARMLESS FROM AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFOMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER / DEVELOPER, THE CITY OF REDLANDS, THE COUNTY OF LOCAL JURISDICTION, THE ELECTRICAL DESIGN FIRM, OR THE ELECTRICAL ENGINEER.

PANEL SCHEDULE

PANEL SCHEDULE: **MS-1**

Supply From:	SCE	*Phases:*	1
Mounting:	Pedestal	*Wires:*	3
NEMA:	3R	*AIC Rating:*	10,000
Volts:	120/240 Single	*Main Breaker Rating:*	100A

Intelligent Lighting Systems
Design + Procurement

Circuit	Circuit Description	Trip	Poles	A		B		Poles	Trip	Circuit Description	Circuit
1	Sports Lighting	30A	2	3500	3500			2	30A	Sports Lighting	2
3	(14) 500W Fixtures					3500	3500			(14) 500W Fixtures	4
5	Sports Lighting	30A	2	3500						SPARE	6
7	(14) 500W Fixtures					3500				SPARE	8
9	SPARE									SPARE	10
11	SPARE									SPARE	12
13	SPARE									SPARE	14
15	SPARE									SPARE	16
17	SPARE									SPARE	18
19	SPARE									SPARE	20
21	SPARE									SPARE	22
23	SPARE									SPARE	24
			Total Load	10500		10500					
			Amps (Phase)	87.50		87.50					
				A		B					

Load Classification	Connected Load (VA)	Demand Factor	Est. Demand	Panel Totals	
Street Lighting	21000	125%	26250	*Total Connected Load:*	21000
				Total Est. Demand:	26250
				Total Connected Amps:	87.50
				Total Est. Demand Amps:	109.38

Notes:

LOAD SUMMARY

MS-1 1, 3 = 7,000 W
MS-1 2, 4 = 7,000 W
MS-1 5, 7 = 7,000 W

21,000 W / 240V = 87.5 A

x 1.25 POWER FACTOR

= 109.38A @ 240V ON MS-1

VOLTAGE DROP ON #2 CU WIRE = 3.95% [LONGEST RUN @ 838' AND 29.17A]

PHOTOMETRIC RESULTS TABLE

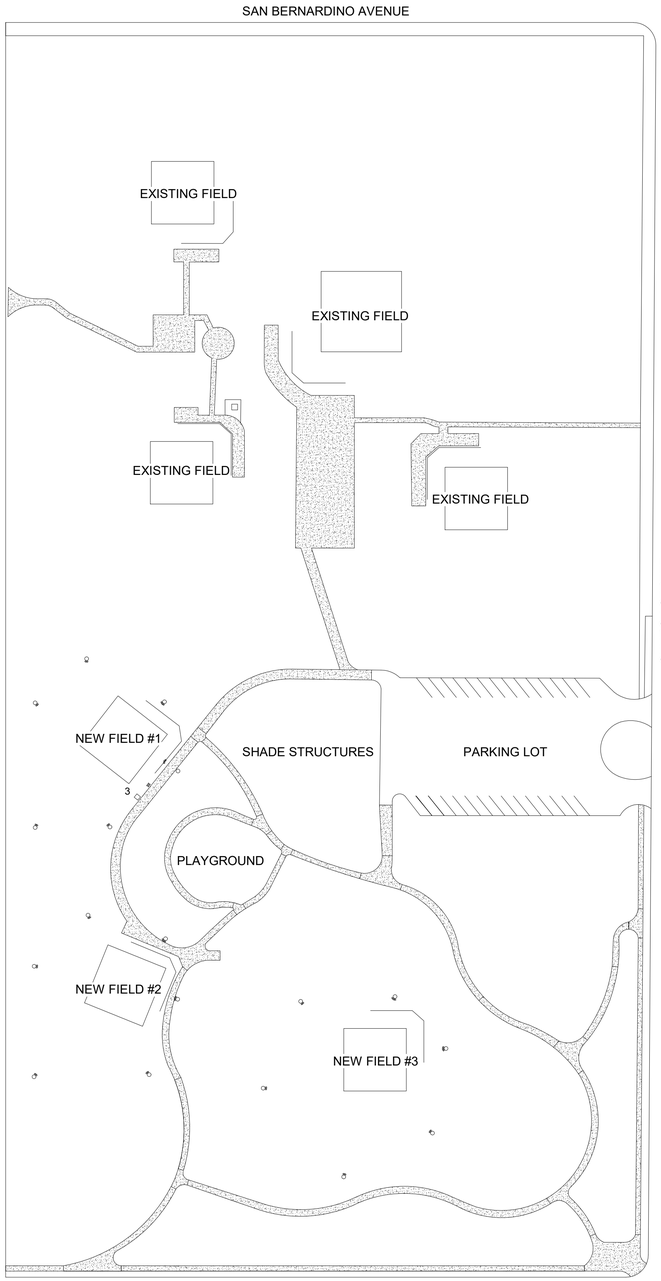
Label	CalcType	Units	Average
NEW FIELD #1	ILLUMINANCE	FC	31.39
NEW FIELD #2	ILLUMINANCE	FC	32.69
NEW FIELD #3	ILLUMINANCE	FC	31.09

LUMINAIRE SCHEDULE

CONTACT INTELLIGENT LIGHTING SYSTEMS FOR FIXTURE QUOTE SALES@iLIGHTINGSYSTEMS.COM (760) 833-0401

QTY	MANUFACTURER	FIXTURE	LUMENS	CONNECTED LOAD	POLE	POLE HEIGHT	TYPE
42	RUGGED GRADE	RGL-STADIUMPRO-3-500WS2BHFM50	67,168	500 W	GALVANIZED STEEL	80'	A

ALL SUBSTITUTIONS MUST BE APPROVED IN WRITING BY ENGINEER OF RECORD, EEOR, MINIMUM (10) TEN DAYS PRIOR TO BID. FIXTURE CUT SHEETS, IES FILES, AND FULL PHOTOMETRIC CALCULATIONS REQUIRED FOR EVALUATION OF SUBSTITUTION BY EEOR.



TYPE A- FIXTURE

RuggedGrade

Stadium Pro III LED Sport Light

SPECIFICATIONS

OPTICAL	Input Power (Tolerance : ±10%)	500W			
	Color Temperature	4000K	4500K	5000K	5700K
	Lumen (Tolerance : -10%)	66000 LM	66500 LM	66500 LM	66500 LM
	Efficacy (Tolerance : -3%)	132 LM/W	133 LM/W	133 LM/W	133 LM/W
	CRI	>70			
	Color Consistency	≤6 Steps (or ≤6 SDCM)			
	BUG	B5-U0-G3			
	Distribution Pattern	NEMA:4			
	Beam Angle (50%) (Tolerance :	30°			
ELECTRICAL	Input Voltage and Frequency	120-277VAC, 50/60Hz			
	PF (Tolerance : -3%)	≥0.9			
	THD (Tolerance : +5%)	≤20%			
	Flicker Percent	<5%			
	Driver Brand	SOSEN			
	Driver Model	SS-240VP-56BH			
	Driver Surge protection	L/N-PE: 10kV, L-N:6kV			
	Dimming	0-10V dimming standard			
	Optional Accessory	Sensor Receptacle+Photosensor /Sensor Receptacle+Short Cap /Surge-protective Device			
MATERIALS	LED Brand	Bridgelux			
	LED Type	SMD3030			
	LED QTY	504 PCS			
	Housing	Die-cast aluminum			
	Housing Color	Black,White,Bronze or Customized			
	EPA	1.6 ft²			
	Waterproof Rating	WET（IP65）			
OTHERS	Operating Temperature	-40℃ TO 45℃			
	Storage Temperature	-40℃ TO 80℃			
	Operating Humidity	20% - 90% RH			
	Storage Humidity	10% - 95% RH			
	Warranty	7 years warranty with 24/7 operating hours Luminaire lifetime at 25℃.			



Rugged Grade Lighting
Industrial Grade Solutions

888-953-2476
sales@ruggedgrade.com



SCALE: 1" = 80'

80' 40' 0' 80' 160'

GRAPHIC SCALE

Intelligent Lighting Systems
Design + Procurement

(760) 833-0401
877 W. 4TH STREET STE. A
BEAUMONT, CA 92223
DESIGN@LIGHTINGSYSTEMS.COM

Letter	Description	Date	Initial
	REVISIONS	Approved by:	

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

PLAN & PROFILE

COMMUNITY PARK

1509 CHURCH STREET

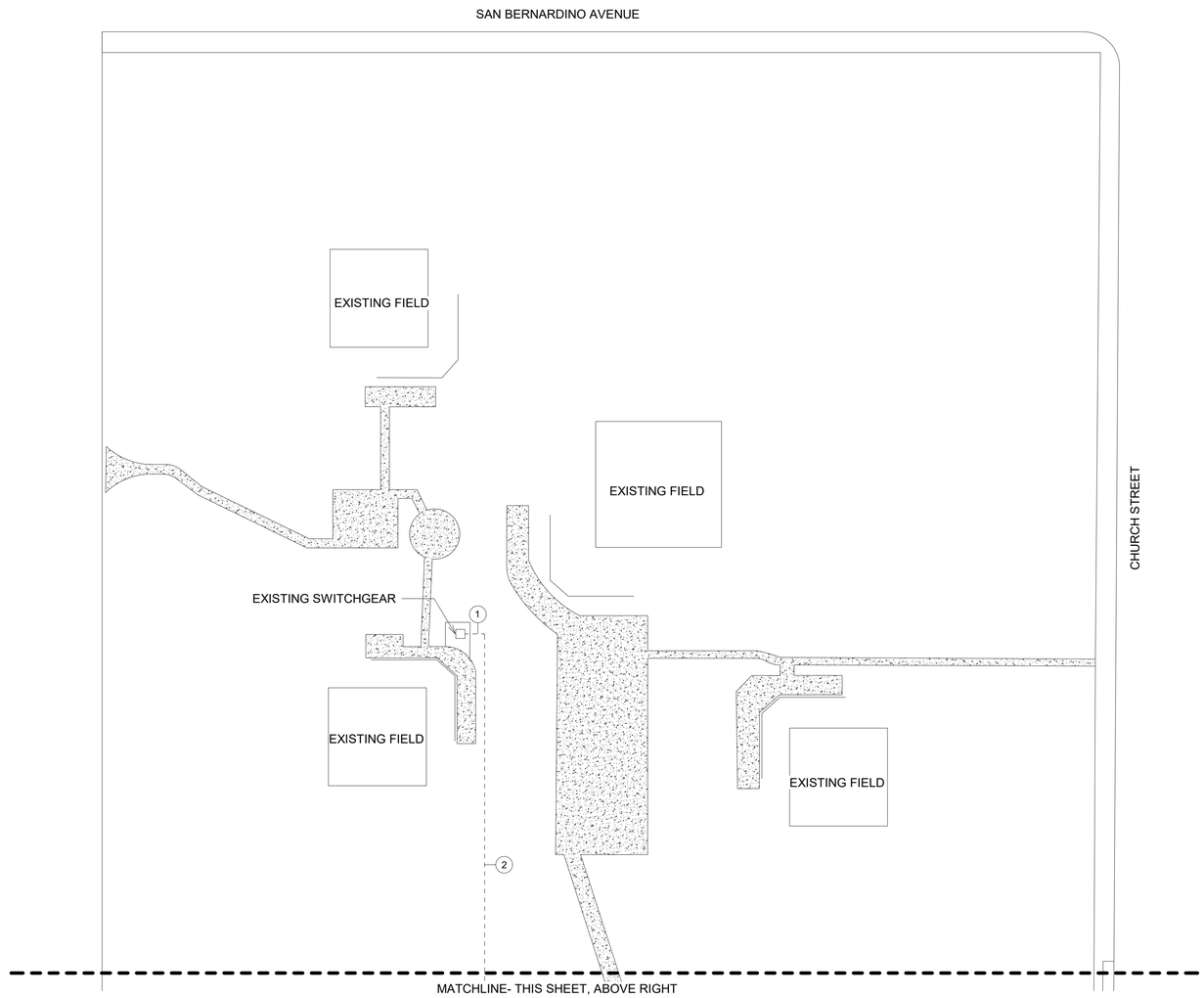
TITLE SHEET

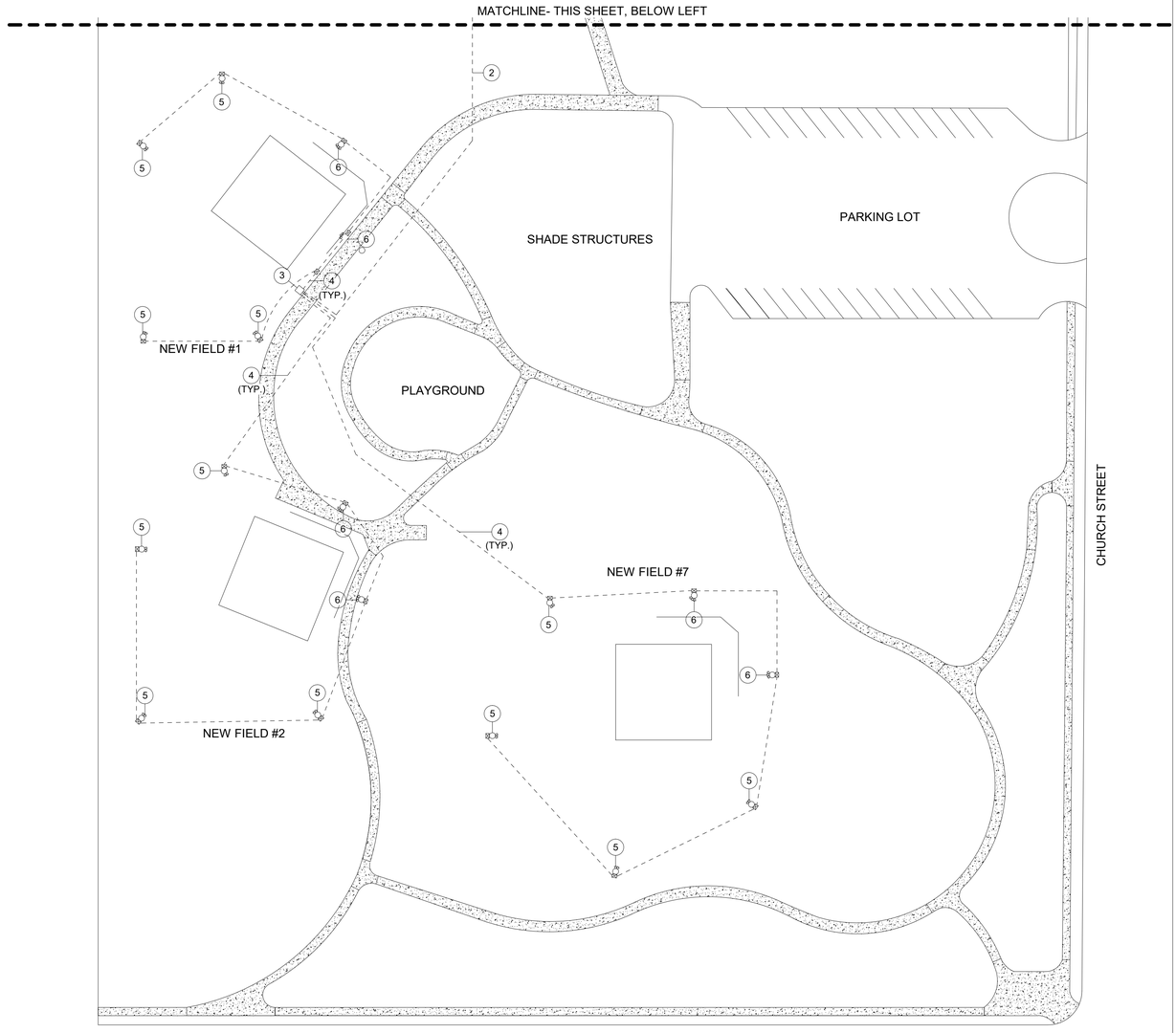
Designed by H. LOVE
Date 12/14/2022
Checked by J. LOVE
Date 12/14/2022
Drawn by H. LOVE
Date 12/14/2022
Checked by J. LOVE
Date 12/14/2022

REVIEWED BY: DATE:
Donald P Young, One Stop Permit Center Mgr. R.C.E 49918
ACCEPTED BY: DATE:
Goutam K. Dobey, Engineering Manager, R.C.E 75646

Sheet 1 of 3 Sheets

*00-00000 L





CONSTRUCTION NOTES

1. *PROVIDE AND INSTALL NEW 100A 3P4W 480V DISCONNECT (NEMA 3R) MOUNTED ON EAST SIDE OF EXISTING SWITCHGEAR. CONNECT TO EXISTING VIA BUSTAP.*
2. *INSTALL (2) 3" PVC CONDUIT AT MIN 30" BELOW GRADE. ONE CONDUIT TO HAVE 4#1 THWN CONDUCTORS WITH 1#4 GROUND AND ONE CONDUIT FOR FUTURE COMMUNICATION.*
3. *INSTALL ELECTRICAL PEDESTAL PROVIDED BY THE CITY OF REDLANDS. (28-105M 164817 TESCOFLEX)*
4. *INSTALL 2" PVC CONDUIT WITH 2#2 THWN AND 1#2 GROUND.*
5. *INSTALL 2 TYPE A FIXTURES ON POLE PER LUMINAIRE SCHEDULE.*
6. *INSTALL 3 TYPE A FIXTURES ON POLE PER LUMINAIRE SCHEDULE.*

LEGEND (N.T.S.)		QTY
◯	TYPE A- POLE	18 EA
⊸	TYPE A- 500 W LED SPORT LIGHT	42 EA
⊠	NEW PULL BOX	19 EA
□	EXISTING ELECTRICAL METER PEDESTAL, N.T.S.	
□	NEW ELECTRICAL PEDESTAL, N.T.S.	

SCALE: 1" = 50'

50' 25' 0' 50' 100'

GRAPHIC SCALE

Intelligent Lighting Systems
Design + Procurement
(760) 833-0401
877 W. 4TH STREET STE. A
BEAUMONT, CA 92223
DESIGN@ILIGHTINGSYSTEMS.COM

Letter	Description	Date	Initial
	REVISIONS	Approved by:	

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

PLAN & PROFILE

COMMUNITY PARK

1509 CHURCH STREET

SPORTS LIGHTING

Designed by H. LOVE
Date 12/14/2022
Checked by J. LOVE
Date 12/14/2022
Drawn by H. LOVE
Date 12/14/2022
Checked by J. LOVE
Date 12/14/2022

REVIEWED BY. DATE:

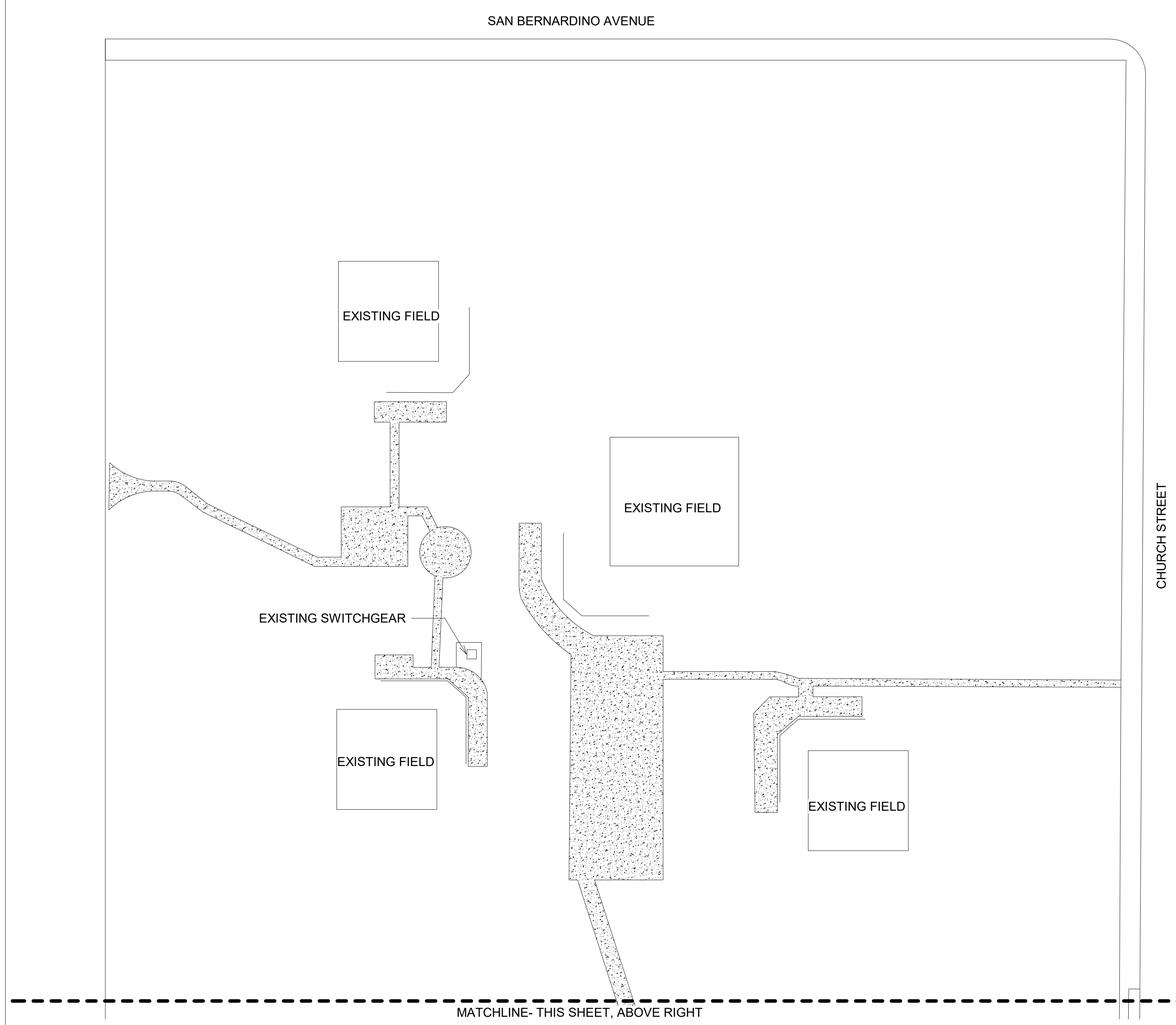
Donald P Young, One Stop Permit Center Mgr. R.C.E 49918

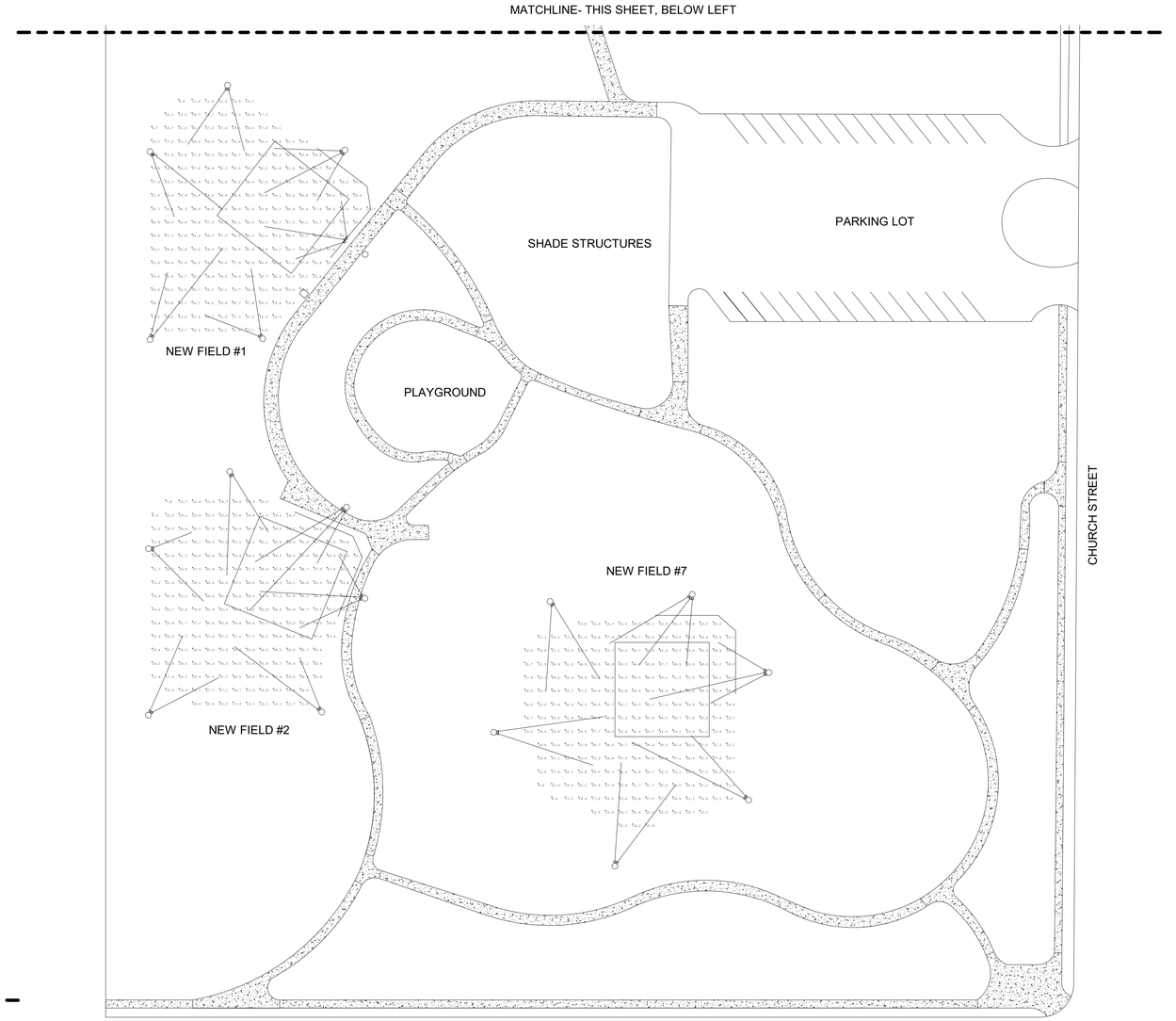
ACCEPTED BY: DATE:

Goutam K. Dobey, Engineering Manager, R.C.E 75646

Sheet 2 of 3 Sheets

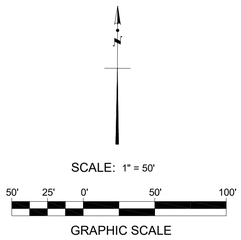
*00-0000





PHOTOMETRIC RESULTS TABLE

Label	CalcType	Units	Average
NEW FIELD #1	ILLUMINANCE	FC	31.39
NEW FIELD #2	ILLUMINANCE	FC	32.69
NEW FIELD #3	ILLUMINANCE	FC	31.09



Intelligent Lighting Systems
Design + Procurement
(760) 833-0401
877 W. 4TH STREET STE. A
BEAUMONT, CA 92223
DESIGN@LIGHTINGSYSTEMS.COM

Letter	Description	Date	Initial
	REVISIONS	Approved by:	

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

PLAN & PROFILE

COMMUNITY PARK

1509 CHURCH STREET

PHOTOMETRY AND AIMING

Designed by H. LOVE
Date 12/14/2022
Checked by J. LOVE
Date 12/14/2022
Drawn by H. LOVE
Date 12/14/2022
Checked by J. LOVE
Date 12/14/2022

REVIEWED BY. DATE:

Donald P Young, One Stop Permit Center Mgr. R.C.E 49918

ACCEPTED BY: DATE:

Goutam K. Dobey, Engineering Manager, R.C.E. 75646

Sheet 3 of 3 Sheets

*00-0000

City Council/Financing Authority Meeting **M. 3.**

DATE: 05/21/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of January 16, 2024 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of January 16, 2024.

Attachments

Regular meeting minutes of January 16, 2024

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on January 16, 2024 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, 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

Mayor Tejeda called the meeting to order at 5:07 p.m. and explained that comments could be presented in-person, via Zoom, via cell phone or landline. The Mayor read a statement summarizing a timeline related to the ground lease of Coyote Aviation, Inc. and then offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

Coyote Aviation - Seven people, including Joel Rothschild, Carol Brown, Gil Brown, Scot Weiner, Michael Paisner, Eric Paul, and Barry Neumayer voiced their displeasure with the City's treatment of Coyote Aviation, stating they thought it seemed the City was determined to unfairly shutter the local business. The group suggested that the Council may be receiving misinformation, and they urged them to diligently review everything again and renegotiate the lease. They asked the City to stop the eviction proceedings and respect the personal property at stake.

CLOSED SESSION

Conference with legal counsel: Initiation of Litigation - Government Code §54956.9(d)(4): Two (2) Cases.

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

a. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

b. Scates v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB 2127794

c. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031

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

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

Property:	APNs 0292-063-38-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Chris Boatman, Assistant City Manager
Negotiating Party:	Andrew Meyers Abdul-Wahab; 1675 Industrial Park, LP
Under Negotiation:	Terms of payment and price for possible purchase of property by City.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:46 P.M. with Mayor Tejeda leading the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced, under Item C-1, Consideration of Two Cases of Initiation of Litigation, the City Council unanimously authorized in the first case, by motion of Council Member Saucedo and seconded by Mayor Pro Tem Barich, to initiate litigation, which once filed will be available in the City Clerk's office. There was no reportable action in the second case of Initiation of Litigation. Furthermore, she announced there was no reportable action on all remaining items under Closed Session.

PRESENTATIONS

Proclamation Declaring January 5th as a Day of Remembrance

Gail Howard and the families of Quinn McCaleb and Andrew Jackson accepted Proclamations from Mayor Tejeda and Mayor Pro Tem Barich, declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson, victims of a tragic act of gun violence at the Cinnamon Creek Apartments on the night of January 5, 2011. Each Council Member read from the proclamation as a way to honor and remember the victims and their families.

PUBLIC COMMENT

Open Government - Stephen Rogers read from an email sent to the City Council earlier in the day, concerning an LA Times article indicating that the State's housing department has filed suit for $114 million against Shangri-La Industries, LLC, and has named as defendants the cities that applied with the developer for the grants, including Redlands. Mr. Rogers went on to say he thought this was evidence that the City's projects are being mishandled by unqualified staff, who do not have the appropriate training or engineering background to manage the

due diligence process, valuation and appraisals involving the city's numerous real property transactions, and construction contract development. In response, City Manager Duggan expressed with strong displeasure, the unsubstantiated use of the word fraudulent made by Mr. Rogers and urged him to stop attacking staff.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of December 19, 2023.

Vote: 5 - 0 Passed

Proclamation Declaring January 5th as a Day of Remembrance

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson, victims of the tragedy at the Cinnamon Creek Apartments.

Vote: 5 - 0 Passed

2024 Utilities Advisory Committee Appointments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, the following individuals to serve two-year terms on the 2024 Utilities Advisory Committee ending January 16, 2026: Desiree Reyes, Brandon Lopez, Sid Jain, Aholibama Ojeda, Dan Jimenez, John James and Richard Corneille.

Vote: 5 - 0 Passed

Resolution No. 8541 CFD Annexation No. 29

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8541, Annexation No. 29 declaring intent to annex territory into Community Facilities District 2004-1. A public hearing is scheduled for the City Council meeting on February 20, 2024.

Vote: 5 - 0 Passed

Purchase and Installation Bay Doors at Fire Stations

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a non-professional services agreement with JT Lewis, Inc. doing business as National Garage Door in the amount of $490,205 for the purchase and installation of bay doors at Fire Stations 261, 262, and 263.

Vote: 5 - 0 Passed

Amazon Fulfillment Center Donation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, a donation of sixteen (16) CTECHi ST2000 portable power stations valued at $25,584 from Amazon Fulfillment Center ONT9; and approved an additional appropriation in such amount for the same.

Vote: 5 - 0 Passed

Reject Bids Streetlight Poles, Bollards, & Fixtures Painting

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously rejected, by roll call vote, all Bids for Streetlight Poles, Bollards, and Fixtures Painting Project FCS10022023JBII, to permit staff to augment the bid specs and re-post on the bid board.

Vote: 5 - 0 Passed

In-Kind Request Stronger Together Now Giving Sunday February 25, 2024

Facilities and Community Services Director Crocker introduced the request for a street closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. and a request for commercial vendors for the Giving Sunday Event, hosted by Stronger Together Now (STN) to be held on February 25, 2024, within Ed Hales Park. Staff recommended expenditure of city resources and in-kind support in the amount of $1,969 related to the event.

As public comment, MaLynda Cooper, Michael Paisner, Ulysses Mora, Titus R. Smith, and Janelle Guerrero voiced their support of the group's efforts to be a positive force, and they added the Giving Sundays events promote peace, unity and inclusion within the community. Joshua Hall opposed granting the request because, in his opinion, the events promoted the LGBTQ+ agenda. Council Member Guzman-Lowery clarified that STN holds events throughout the region, not just in Redlands. Council Member Saucedo suggested the group consider holding the Giving Sundays at a different site in Redlands, where the underserved population might have more accessibility.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized the closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. on February 25, 2024; and approved the expenditure of city resources and in-kind support in the amount of $1,969.00 related to the event for the Stronger Together Now Giving Sunday within Ed Hales Park.

Vote: 5 - 0 Passed

Sale of South Mountain Water Company Shares

Municipal Utilities and Engineering Director Harris provided background of the Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for $125,000, fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for $7,500. In February 2023, the City Council authorized the City Manager to solicit purchase offers and terms for the sale of all or a portion of the City's 911 SMWC shares. After conducting a thorough due diligence process, the Dangermond Park Foundation (DPF) offered to purchase 250 of the City-owned SMWC shares for $500 per share, for a total purchase price of $125,000. Approval of the DPF Agreement will reduce the number of SMWC shares owned by the City to 661.

An unsolicited proposal from the Yucaipa Valley Water District (YVWD) stating that YVWD was interested in purchasing the City's 661 remaining SMWC shares but was currently conducting its pre-purchase due diligence effort. They requested to purchase fifteen of the City's remaining SMWC shares for $500 per share, for a total of $7,500, to allow YVWD representatives to attend the 2024 SMWC Annual Stockholders Meeting while they finalize their due diligence effort. As public comment, Stephen Rogers was unclear whether proper due diligence was performed and thought this item did not belong on the Consent Calendar. Bruce Laycook said the staff report was thorough and explained that YWD was performing the proper due diligence, and he supported the City selling the shares.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the Stock Sale Agreements to sell two hundred and fifty (250) South Mountain Water Company shares to The Dangermond Park Foundation for a total sale price of $125,000, and fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved a Stock Sale Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for a total sale price of $125,000; and approved a Stock Sale Agreement to sell fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for a total sale price of $7,500.

Vote: 5 - 0 Passed

COMMUNICATIONS

Parks and Recreation Advisory Commission Annual Report

Chair Doug Gonzales presented the Annual Report of the Parks and Recreation Advisory Commission (PRC). He shared notable achievements of the Commission including, the acceptance of the 'Peloton Takes the Curve' sculpture generously offered by the talented Kathleen King-Page with an installation which coincided with the 2023 Redlands Bicycle Classic event, and the approval of a proposal for the donation of the Orange Street Alley umbrellas to enhance the aesthetic appeal of the downtown. The Commission recommended the initiation of plans for the development of a BMX pump track at Sylvan Park and the initiation of plans for a comprehensive redesign of Texonia Park. They accomplished the

approval of field allocations for both the Summer/Fall and Winter/Spring seasons, ensuring organized sporting activities, and lastly, they recommended for approval the vendor lists for Morning Market to foster a vibrant and diverse marketplace for the community. Council Member Saucedo congratulated the Commission on their commitment to the city.

2024 Regional SCAG Conference Voting Delegate

Mayor Tejeda opened the discussion to consider designating a Voting Delegate to represent the City at the 2024 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly in Palm Desert. As public comment, Stephen Rogers stated that SCAG was one of the most important agencies in the region, and he was disheartened that Mayor Tejeda was not attending the conference. Council Member Saucedo reminded everyone this item was to consider the selection of a voting delegate and any Council Member could attend. Mayor Tejeda stated he had every confidence in Council Member Saucedo and Mayor Pro Tem Barich echoed the sentiment. He looked forward to attending, as did Council Member Davis.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously designated, by roll call vote, Council Member Mario Saucedo to serve as the voting delegate at the 2024 Regional Conference of the Southern California Association of Governments (SCAG); and designated Mayor Pro Tem Barich to serve as the alternate voting delegate at the 2024 Regional Conference of the Southern California Association of Governments (SCAG).

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution No. 8540 Weed Abatement Proceedings

Mayor Tejeda declared the meeting open as a public hearing and called on Fire Marshal Vince Anderson, who reported on the Council action taken December 19, 2023 declaring weeds to be a public nuisance, and he detailed a report of Resolution No. 8540, overruling objections and proceeding with abatement of subject properties. Upon no further comments, Mayor Tejeda closed the Public Hearing. Council Member Saucedo thanked Fire Marshal Anderson for his diligent efforts to keep the city safe.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8540, overruling objections and proceeding with the abatement of subject properties.

Vote: 5 - 0 Passed

NEW BUSINESS

Termination Agreement Citibank & Reimbursement Agreement Property One, LLC

Assistant City Manager Boatman presented the Termination Agreement with Citibank, N.A. and the Reimbursement Agreement with Property One, LLC. The City partnered with Citibank to locate an alternative, mutually beneficial location. The suite is the largest in the building and is planned to house the future City Council Chambers, the Permit Center, and the City Clerk's office. Staff worked closely with Property One, LLC and Citibank to explore options for relocation. Citibank determined that there was a benefit to relocating to 333 Orange Street after FedEx relocates into the adjacent, new building. To facilitate the relocation, the City will contribute $1,100,000 toward tenant improvements to the new Citibank facility. This amount is only a portion of the total tenant improvement costs. However, the support in offsetting costs is necessary to facilitate the relocation of Citibank. With the Reimbursement and Termination agreements, Property One LLC will initiate renovations to 333 Orange Street once FedEx relocates to its new building. The move is anticipated to occur in the second half of 2025, at which time the City will complete renovations to the current Citibank tenant suite at the new City Hall. The City will work closely with Citibank and Property One, LLC to ensure a smooth transition and will make every effort to move up the time frame, if possible.

As public comment, Stephen Rogers said he was unaware the City purchased 300 E State Street, and he wondered why an engineer was not overseeing this project. Joshua Hall stated he thought the City should be spending money on improving services rather than on a new city hall. Assistant City Manager Boatman clarified that the City Engineer and his staff have been working closely on this project and have attended all monthly meetings. The expense will be offset through a release of the Future Facilities reserve in the General Fund. The current available balance is $24,811,486.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Termination Agreement with Citibank, NA, and the Reimbursement Agreement with Property One, LLC; determined that the Reimbursement Agreement with Property One, LLC serves a public benefit because the funds will be used to relocate Citibank, NA from its current location at the future City Hall, located at 300 E State Street, to its new location at 333 Orange Street, thereby vacating space required by the City for development of the future City Hall facility; and approved the additional appropriation of $1,100,000.00.

Vote: 5 - 0 Passed

Landfill Gas Engineering Support, Stormwater Compliance & On-Call Services

Facilities and Community Services Department Director Crocker introduced an agreement with American International Environmental Inc. to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services and reporting for the California Street Landfill in an amount not-to-exceed $448,877 for a period of one year, with two additional one-year renewal options for a total compensation amount not-to-exceed $1,346,631. Sufficient funding for this service is included in the Solid Waste Division's budget for fiscal year 2023-2024 as approved by City Council.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the agreement with American International Environmental Inc. is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the agreement with American International Environmental Inc. to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services and reporting for the California Street Landfill in an amount not-to-exceed $448,877 for a period of one (1) year, with two (2) additional one-year renewal options for a total compensation amount not-to-exceed $1,346,631.

Vote: 5 - 0 Passed

Processing Commingled Recyclable Material

Facilities and Community Services Director Crocker reviewed the need for an agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed $624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed $2,057,659. As public comment, Stephen Rogers wondered whether recyclables were processed in the past, and he urged the City to add this under the engineering function and not under the purview of FCS. Assistant City Manager Boatman explained that that City has maintained a contract for recycling services and has maintained engineering contracts to be in full compliance with the regulations governing the Landfill.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed $624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed $2,057,659.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Barich and Council Member Saucedo proudly represented the city for the Grand Opening/Ribbon Cutting event at the Public Safety Training Center of Crafton Hills College.

Council Member Saucedo announced that the Community Day of Service was scheduled for March 9, 2024.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:07 P.M. The next regular meeting of the City of Redlands City Council will be held on February 6, 2024.

REDLANDS FINANCING AUTHORITY

Chairperson Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Davis, seconded by Vice Chair Barich, the minutes of the regular meeting of September 19, 2023 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 8:08 P.M. The next regular meeting of the Agency will be held on May 21, 2024.