CITY OF REDLANDS

CITY COUNCIL

A G E N D A

APRIL 16, 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

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A G E N D A

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

TUESDAY, APRIL 16, 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. Public Comment
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

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

1. Conference with legal counsel: Initiation of Litigation – Government Code §54956.9(d)(4)
One (1) Case.

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

   a. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

6:00 P.M.

E. **Reconvene City Council Meeting**

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

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

H. **Presentations**

1. Presentation of the Annual Day of Prayer Proclamation presented to Carolyn Preschern (Mayor Tejeda)

2. Presentation of the National Library Week Proclamation presented to Library Director, Don McCue, William Hatfield, Board President, and Rosa Gomez, Board Vice President (Mayor Tejeda)

3. Presentation of the Arts, Culture, and Creativity Month proclamation to Josiah Bruny (Council Member Guzman-Lowery)

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I. **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.)

J. **Consent Calendar**

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

1. Approve the regular meeting minutes April 2, 2024 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the week, April 7-13, 2024, as National Library Week (Mayor Tejeda)

3. Authorize issuance of a proclamation declaring April 20, 2024, as Earth Day (Mayor Tejeda)

4. Authorize issuance of a proclamation declaring April 26, 2024, as Arbor Day in the City of Redlands (Mayor Tejeda)

5. Authorize issuance of a proclamation declaring the month of April 2024 as Arts, Culture, and Creativity Month (Mayor Tejeda and Council Member Davis)

6. Authorize issuance of a proclamation declaring May 2, 2024, as National Day of Prayer in the City of Redlands (Mayor Tejeda)

7. Approve the sole source purchase order for Temporary Housing Services on an as-needed basis with SB Express One, LLC for an amount not to exceed $50,000 (Assistant City Manager Boatman)

8. Approve the First Amendment to the Non-Professional Services Agreement with J.T. Lewis, doing business as National Garage Door, for the procurement and installation of fire station folding doors, to change the door manufacturer to Door Engineering (Fire Chief Sessler)

9. Adopt Ordinance No. 2961, to amend Redlands Municipal Code Chapter 18.20 (A-1, Agricultural District) to permit certain types of agritourism and related uses as ancillary land uses within the A-1, Agricultural zone, as well as adopt development standards and sign standards for agritourism uses (Development Services Director Desatnik)

10. Adopt Resolution No. 8572 to authorize a one-year time extension to the expiration date of Conditional Use Permit No. 1107 and associated entitlements for the adaptive reuse of a historic single-family residence as a medical clinic and pediatrician's office. The project site is located at 1605 Calvary Circle (APN: 0293-133-13-0000) (Development Services Director Desatnik)

11. Approve a Fourth Amendment to the Professional Services Agreement with Webb Municipal Finance, LLC increasing the total agreement amount to $136,500, and an additional appropriation of $50,000 (Development Services Director Desatnik)

12. Adopt Resolution No. 8562 for new water service connection to the City of Redlands water distribution system at 31455 E. Citrus Avenue (APN: 0299-141-11-0000) in the unincorporated community of Mentone, adopt Resolution No. 8563 relating to Pre-Annexation Agreement No. 24-01 (Development Services Director Desatnik)

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13. Adopt Resolution No. 8565 for a new water service connection to the City of Redlands water distribution system at 31565 E. Highland Avenue (APN: 0299-152-04-0000) in the unincorporated community of Mentone, adopt Resolution No. 8566 relating to Pre-Annexation Agreement No. 24-02 (Development Services Director Desatnik)

14. Reject all bids for the 2023 CIP Sewer Pipeline Replacement Project, Project No. 521030, and direct staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

15. Approve the Non-Professional Services Agreement with Valley Cities Gonzales Fence, Inc. for on-call fence and/or gate repair and installation services for an amount not-to-exceed $180,000, and determine that this action is exempt from environmental review pursuant to section 15301(l)(4) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

16. Approve the Cooperative Agreement with the County of Riverside to rehabilitate portions of Live Oak Canyon Road for an amount not-to-exceed $39,780, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

17. Accept the grant award from the Department of Resources Recycling and Recovery (CalRecycle) of $94,312 for projects related to the implementation of the Short-Lived Climate Action (SLCP) SB 1383; and approve an additional appropriation of the same (Facilities and Community Services Department Director Crocker)

18. Approve the request for the temporary closure of Brockton Avenue for the University of Redlands Commencement on April 25 and 26, 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)

K. **Communications**

1. Receive and file the Annual Report from the Measure T Citizens' Oversight Committee for FY 2023 (Management Services/Finance Director Garcia)

2. Council Member Priority Research Project: Affordability Programs (Assistant City Manager McConnell)

L. **Public Hearings**

1. Public Hearing to consider Resolution No. 8571 and Ordinance No. 2962 pertaining to Development Impact Fees continued to a future date (Municipal Utilities and Engineering Director Harris)

M. **New Business**

1. Consideration of the Public Works Contract with AME Builders, Inc. for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units, for an amount not-to-exceed $425,706, and rejection of Best Contracting Services as the apparent lower bidder; and determination that these actions are categorically exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act (Fire Chief Sessler)

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2. Consideration of the First Amendment to the Professional Services Agreement with George Hills Company, Inc. increasing annual compensation for the remaining duration of the agreement bringing the total compensation to an amount not to exceed $270,052 providing third party liability claims administration on a time and expense basis, and adopt Resolution No. 8574, granting authority at the City's request, to initiate small claims actions on behalf of the City and rescind Resolution No. 7830 (Human Resources/Risk Management Director Meteau)

3. Consideration of the First Amendment to the Non-Professional Service Agreement with General Pump Company to revise the first Extended Term compensation to $750,000 and extend the term to two (2) years (Municipal Utilities and Engineering Director Harris)

4. Consideration of an agreement with SCA of CA, LLC for city-wide street sweeping services in the amount not-to-exceed $1,334,479.32 for an initial period of three years, and with two additional one-year renewal options at $444,826.44 for each extension for a possible agreement total amount not-to-exceed $2,224,132.20, and determination that the project is not subject to environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

5. Consideration of the termination of the Homekey Grant agreement between the City of Redlands, Shangri-La Industries, 1675 Industrial Park, LP, and Step Up on Second Street, Inc. funding the operating subsidy for the motel conversion project located at 1675 Industrial Park Avenue, authorize the City Manager to sign and submit a Notice of Termination, and for City to Directly Fund Step Up Redlands Facility With Grant Funding (Assistant City Manager Boatman)

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

O. **Adjournment**
The next regular meeting of the City Council will be held on May 7, 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 begins.

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

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

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City Council Meeting **J. 1.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes April 2, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of April 2, 2024.

Attachments

Regular meeting minutes of April 2, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on April 2, 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; 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 announced there were no closed session matters scheduled for the City Council to consider. The meeting recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Tejeda. The pledge of allegiance to the American flag was conducted by the Flag Folder and Safety Squad of Kingsbury Elementary School.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Hailey Stuck introduced "Ariel", a three-year-old female Australian Kelpie, who is available for adoption, along with forty-three other dogs and ten cat at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been forty-one dogs and eight cats adopted in March 2024. She announced the Shelter was full, and all dog adoption fees would be waived.

Proclamation National Crime Victims' Rights Week

Council Member Saucedo and Police Chief Tolber presented a Proclamation declaring April 21-27, 2024, as National Crime Victims' Rights Week to Rose Madsen of Family and Friends of Murder Victims.

Proclamation Dolores Huerta Day

Council Member Saucedo presented a Proclamation to Yolanda Contreras in celebration of Dolores Huerta Day.

Proclamation Child Abuse Prevention Month

Mayor Tejeda presented a Proclamation declaring the month of April 2024 as Child Abuse Prevention Month to Kevin Anderson, Interim Children's Network Officer, San Bernardino County.

Council Members agreed to move Agenda Item I-4 of New Business to the first item of discussion under New Business. Consideration of Resolution No. 8573, naming the park in Tract No. 20336 in honor of Jerry Coyazo, naming the baseball field within the park in honor of Joe Gonzales, and the placement of a commemorative plaque in honor of Patrick J. Meyer on the flag pole at the park.

PUBLIC COMMENT

Mayor Tejeda announced that comments could be presented in-person, via Zoom, via cell phone or landline.

Construction Industry TaxFraud - Eddie Campos and Delshawn McClellon, of Western States Regional Council of Carpenters, brought attention to a growing problem of employer tax fraud in the construction industry, which they said was allowing businesses to cheat their employees, evade taxes and defraud communities. A Days of Action event is planned from April 13 - April 19, to protest and raise awareness.

Parking Enforcement - Dennis Bell noted that the City had increased the levels of parking enforcement in the downtown area, but he said this same level of enforcement should apply across the City.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the regular meeting minutes of March 19, 2024.

Vote: 5 - 0 Passed

Proclamation National Crime Victims' Rights Week

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation declaring April 21-27, 2024 National Crime Victims' Rights Week.

Vote: 5 - 0 Passed

Proclamation Dolores Huerta Day

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation declaring April 10, 2024, as Dolores Huerta Day.

Vote: 5 - 0 Passed

Proclamation Child Abuse Prevention Month

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation declaring the month of April 2024 as Child Abuse Prevention Month.

Vote: 5 - 0 Passed

Conflict of Interest Code Review

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously directed staff, by roll call vote, to review the Conflict of Interest Code for the City of Redlands in accordance with Section 87306.5 of the California Government Code.

Vote: 5 - 0 Passed

Resolution No. 8569 Small Claims Court Representatives

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8569 appointing Small Claims Court Representatives to act for the City of Redlands and on the City's behalf and Rescinding Resolution No.8405.

Vote: 5 - 0 Passed

Homeless Resources Services Agreement

Homeless Solutions Manager David Rabindranath introduced a Homeless Resources Services Agreement and purchase order with Swami Shriji Investment Inc. doing business as Super 8 Redlands for Temporary Housing Services on an as-needed basis for an amount not to exceed $66,300. He added that the Super 8 Redlands operates the motel within the City of Redlands and the purchase order will facilitate the use of the motel for the purpose of providing emergency rooms for homeless individuals and families, ranging in stay from one to seven nights. As public comment, Dennis Bell thought the City's strategy was only just to warehouse the homeless population instead of addressing the bigger problems associated with homelessness.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, a Homeless Resources Services Agreement and a sole source purchase order with Swami Shriji Investment Inc. doing business as Super 8 Redlands for Temporary Housing Services on an as-needed basis for an amount not to exceed $66,300.

Vote: 5 - 0 Passed

Amending On-Call Plumbing Services Agreement

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the First Amendment to the agreement to perform on-call plumbing services with Pro-Craft Construction, Inc. for an additional $30,000 per year for the remaining two years, resulting in a total agreement amount of $210,000.

Vote: 5 - 0 Passed

Amending Development Impact Fee Study Professional Services Agreement

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that the Fourth Amendment to the Professional Services Agreement with David Taussig and Associates, 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 Fourth Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. increasing the total compensation to $67,480.

Vote: 5 - 0 Passed

RESA Event Services Agreement

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the agreement with the University of Redlands for the Redlands Emergency Services Academy.

Vote: 5 - 0 Passed

RAFME Side Letter Agreement

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Side Letter of Agreement between the City and Redlands Association of Fire Management Employees modifying language in Article 19 of the Memorandum of Understanding to clarify sick leave benefits at the time of retirement.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Ordinance No. 2961 Agritourism

Mayor Tejeda opened the public hearing and called on Planning Manager Brian Foote, of Development Services, for details of Ordinance No. 2961, to amend Redlands Municipal Code Chapter 18.20 (A-1, Agricultural District) to permit certain types of agritourism and related uses as ancillary land uses within the A-1, Agricultural zone, as well as adopt development standards and sign standards for agritourism uses. He reported the applicant, Two Canyon Farmers Guild, represents multiple property owners and farmers who predominantly reside or operate citrus groves in the San Timoteo Canyon and Live Oak Canyon areas of Redlands. The applicant has applied to amend the provisions of Redlands Municipal Code (RMC) Chapter 18.20 for the A-1, Agricultural District to expand the list of allowable ancillary and supportive activities to enhance and diversify revenue sources from existing agricultural land uses. The largest contiguous area of Redlands with A-1 zoning is in San Timoteo Canyon and Live Oak Canyon (south Redlands). On February 27, 2024, the Planning Commission held a public hearing and voted 7 to 0, recommending that the City Council approve the ordinance.

Representing Two Canyon Farmers Guild, Anna Knight explained the group's intent was to promote the longevity and economic sustainability of farming operations (i.e., economic development opportunities) without sacrificing or diminishing the existing agricultural uses of the land. As citrus production in the region has gradually declined over recent decades, landowners are seeking additional ancillary revenue streams to augment declining crop income. This proposed code amendment will allow for a variety of related land uses that are intended to be ancillary and supportive of agriculture activities, without detrimentally affecting the rural and historic character of the agricultural areas. She introduced another local farmer, Tony Hicks, who added that fewer restrictions in connection to pumpkin patches, "glamping", and wineries would be helpful.

As public comment, fifteen speakers, including Dennis Bell, Linda Hamilton, Phil Courtney, Bob Knight, Ann Van Damme, Kaito Knight, John P Beall, Teresa Mattura, Julie Estrella, Tammy White, Doug Powell, Hans and Mary Ann Schaepper, Chamber of Commerce Executive Director, Evan Sanford and Jaimie Fanous addressed the Council to voice their support of the proposal. Speakers represented a diverse segment of the population including Redlands property owners (farmers), residents, local business representatives, members from local school districts, and other interested persons. Overall, they stressed the value the proposed changes would bring and stated these would benefit not only the farmers, but bring a revenue boost to the local economy, and would preserve the rich agricultural heritage of the community.

Four written comments were received from Sherli Leonard representing Redlands Conservancy and also representing Two Canyons Conservancy, Samiha Hamdi of Fresh Approach and Jamie Fanous, of Community Alliance with Family Farmers. All letters were in full support of the proposal. As rebuttal, Anna Knight urged the Council to include four line items 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. With no additional comments, Mayor Tejeda closed the public hearing.

Council Members thanked Anna Knight for her informative and passionate presentation and announced their support of agritourism. They were anxious to make this work for both the farmers and the City but wanted to make sure clear standards were set. Several questions were raised, and they asked for clarification regarding the timing to approve the ordinance, the timing to consider revisions to the ordinance and possible continuation of the hearing to the May 7 Council meeting, definition of certain terms, such as "glamping", the use of RVs, permit requirements and cost of permits. During the lengthy discussion, it was agreed to introduce the ordinance as originally presented and continue to work with the applicant to evaluate the additional revisions they requested.

On motion of Mayor Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2961, to amend the Redlands Municipal Code Chapter 18.20 (A-1, Agricultural District) to permit certain types of agritourism and related uses as ancillary land uses within the A-1, Agricultural zone, as well as adopt development standards and sign standards for agritourism uses; and determined that the proposal is exempt from environmental review under the California Environmental Quality Act in accordance with Section 15061(b)(3) of the CEQA Guidelines.

Vote: 5 - 0 Passed

NEW BUSINESS

Arts and Culture Master Plan Agreement

Facilities and Community Services Director Crocker reviewed a Professional Services Agreement with The Cultural Planning Group, LLC for the development of an Arts and Culture Master Plan for an amount not to exceed $126,000. The Cultural Arts Commission recommended that the City Council direct staff to procure the services of a consultant to develop an Arts and Culture Master Plan (Plan), as the Plan is a necessary tool to ensure that art is promoted and utilized in a cohesive and intentional manner throughout the community. On December 6, 2022, the City Council directed staff to advertise a request for proposal for the development of the Plan. As public comment, Dennis Bell said the City didn't need another plan, and he thought it was a waste of taxpayers' money.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of a Professional Services Agreement with The Cultural Planning Group, LLC for the development of an Arts and Culture Master Plan is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and approved the Professional Services Agreement with The Cultural Planning Group, LLC for an amount not to exceed $126,000.

Vote: 4 - 0 Passed
Mayor Pro Tem Barich was absent during the vote

Amending Applied LNG Technologies, LLC Agreement

Facilities and Community Services Director Crocker explained the need to amend the Agreement with Applied LNG Technologies, LLC to increase the total agreement amount not to exceed $3,909,879. During the first extended term of this agreement, the City has experienced an increase in RLNG and CNG sales. This Second Amendment will increase the agreement amount and provide for the purchase order modification to account for the increased expense and revenue associated with the additional fuel sales. The estimated revenue for FY 2023-24 is $851,500, which is a 39% increase over FY 2022-23 totals.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, an additional expense appropriation in the amount of $136,902; a revenue appropriation in the amount of $243,000 for the Equipment Maintenance Fund; and approved the Second Amendment to the Agreement with Applied LNG Technologies, LLC.

Vote: 5 - 0 Passed

Resolution No. 8559 Master Lease & Purchase Caterpillar Model D8 Track Type Tractor

Facilities and Community Services Director Crocker detailed Resolution No. 8559 approving a Master Lease and Purchase Agreement with Caterpillar Financial Services Inc. for the lease and purchase of a replacement Caterpillar Model D8 Track Type Tractor for $1,363,518.10. The City uses a D8 Dozer at the City landfill on a daily basis and plays a crucial role in daily landfill operations and has now surpassed its recommended service life and is no longer in working condition. The dozer is essential to maintain regulatory compliance, and its replacement is needed immediately to stay in compliance, avoid unnecessary fines, and incur violations at the California Street Landfill. The purchase price will be paid over a six-year term with the first (5) five annual payments in the amount of $272,683.42 and a remaining payment in the sixth year in the amount of $101.00. At the end of the agreement and upon the last payment, the City will own the vehicle outright.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8559 approving a Master Lease and Purchase Agreement with Caterpillar Financial Services Inc. for the lease and purchase of a replacement Caterpillar Model D8 Track Type Tractor for $1,363,518.10.

Vote: 5 - 0 Passed

Resolution No. 8753 Naming of Park, Baseball Field & Commemorative Plaque in Tract No. 20336

Facilities and Community Services Department Director Crocker provided background for Resolution No. 8573 and the proposal to name the park in Tract No. 20336 in honor of Jerry Coyazo, name the baseball field within the park in honor of Joe Gonzales, and to place a commemorative plaque in honor of Patrick J. Meyer on the flag pole at the park. As part of the development of Tract 20336, now known as the Live Oak neighborhood, MLC Holdings LLC will build and dedicate to the City of Redlands an 11.8-acre public park with 7 sports fields, parking, public restroom facilities, picnic, and passive open space areas. The Master Landscape Plan incorporates several features in the park, including: one

baseball/softball field, six soccer fields, a basketball court, sports field lighting, restrooms, and multi-use trails. The developer requested the City name the park and the Parks and Recreation Advisory Commission led the effort in accordance with the park naming resolution. They received over 150 park name suggestions from the public.

As public comment, Jim Holmes, President and CEO of Redlands Community Hospital, spoke in honor of Pat Meyer, who was instrumental in bringing many developments to fruition, including this one. Mr. Holmes spoke for the many others also in attendance, and he expressed their deep sadness of Mr. Meyer's recent passing, on March 31, 2024. Mayor Tejeda and Council Member Saucedo praised Mr. Meyer for his efforts to encourage developers to incorporate parks and trails and sports fields within their developments, bringing great value to the whole community. Andy Coyazo, on behalf of the Coyazo family, and Gloria Candelaria, on behalf of her father, Joe Gonzales, said they were humbled and honored to have the park and baseball field named for their families.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8573, naming the park in Tract No. 20336 in honor of Jerry Coyazo, naming the baseball field at the park in honor of Joe Gonzales, and placing a commemorative plaque in honor of Patrick J. Meyer on the flag pole at the park.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Guzman-Lowery announced the West Valley National Crime Week Memorial will be held on April 22, 2024 in Rancho Cucamonga. On a personal note, she was grateful for City staff members and gave special recognition to the Redlands Fire Department, Station 1 crew, for their incredible response to a family emergency.

Council Member Saucedo expressed his appreciation of Esther Martinez, Redlands Emergency Operations Specialist, who was honored by Assemblymember James C. Ramos as one of the 2024 Women of Distinction in Assembly District 45. The annual award honors women in the district who exemplify leadership, innovation, and service in Assembly District 45.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:20 P.M. in honor of Pat J. Meyer, who passed away on March 31, 2024. Mayor Tejeda called for a moment of silence and praised him for his dedication and selfless service to the betterment of the community. He will be greatly missed. The next regular meeting of the City of Redlands City Council will be held on April 16, 2024.

City Council Meeting **J. 2.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the week, April 7-13, 2024, as National Library Week (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring the week, April 7-13, 2024, as National Library Week

---

Attachments

National Library Week 2024

PROCLAMATION

National Library Week

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey; and

WHEREAS, since 1898 A.K. Smiley Public Library has stood as the pride and glory of our town, offering resources and programs to enrich the minds of all who enjoy its offerings; and

WHEREAS, staff at AKSPL tirelessly dedicate themselves to providing guidance and access to a world of information, through books, periodicals, media and digital resources; and

WHEREAS, AKSPL serves as a vital hub for lifelong learning, helping foster a love of reading among patrons of all ages and offering access to an exceptional adult literacy program; and

WHEREAS, AKSPL embraces diversity and inclusivity, welcoming individuals from all walks of life and providing a safe and welcoming space for exploration and discovery; and

WHEREAS, AKSPL plays a pivotal role in promoting community engagement, serving as a place for individuals to enjoy a wide range of programming and to connect, collaborate, and exchange ideas; and

WHEREAS, AKSPL's Smiley Heritage Tours committee enables thousands of area fourth-graders each year to enjoy cultural bus tours of Redlands; and

WHEREAS, during National Library Week, we celebrate the invaluable contributions of libraries like A.K. Smiley to our society, recognizing their profound impact on education, culture, and the dissemination of information;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby declares the week, April 7-13, 2024, as National Library Week and encourages its residents to visit A.K. Smiley Public Library and celebrate the adventures and opportunities the library unlocks for us every day.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 16th day of April 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **J. 3.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 20, 2024, as Earth Day (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring April 20, 2024, as Earth Day.

Attachments

Proclamation

PROCLAMATION

Earth Day
A Day of Climate Action in Redlands

WHEREAS, climate change is no longer a far-off threat- it is already endangering human and natural environments around the world; and

WHEREAS, the United Nations has declared "human activities, principally through the emissions of greenhouse gases, have unequivocally caused global warming"; and

WHEREAS, global warming has the entire world facing extraordinary challenges, such as rising temperatures, global health issues, food and water shortages, rising sea levels, and economic struggles; and

WHEREAS, Earth Day is celebrated worldwide to raise awareness, educate us, and inspire us to take actions to conserve and heal mother earth; and

WHEREAS, the City of Redlands is committed to the sustainability of our community; and

WHEREAS, groups in Redlands are working to assist residents and businesses to achieve greater climate resiliency through educational programs, public policy, and grassroots action; and

WHEREAS, Redlands groups have planned projects on Earth Day to demonstrate to residents actions on how to reduce greenhouse gas emissions and become more resilient to the impacts of climate change.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 20, 2024 as *Earth Day - A Day of Climate Action in Redlands* and encourages residents, businesses, and institutions to take initial and ongoing actions to address climate change.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 16th day of April 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **J. 4.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 26, 2024, as Arbor Day in the City of Redlands (Mayor Tejeda)

MOTION(S):

I move to authorize the issuance of a proclamation declaring April 26, 2024, as Arbor Day in the City of Redlands.

RECOMMENDATION:

Staff recommends that the City Council authorize issuance of the proclamation for calendar year 2024 recognizing the celebration of Arbor Day in the City of Redlands.

DISCUSSION:

The City of Redlands has enjoyed a long-term standing as a Tree City USA. The award is bestowed annually in recognition of work completed by the City during the previous calendar year. Tree City USA cities are recognized for their urban forestry aesthetics, enhanced air quality, positive public image, and heightened civic pride through urban forestry management.

Each year, the City declares its continued dedication to National Arbor Day by approving a proclamation recognizing the celebration of this day with the planting of trees at locations recommended by the Street Tree Committee and approved by the Facilities and Community Services Department.

The City Council's approval of the proclamation for the annual celebration of the National Arbor Day is a prerequisite to the City being recognized by the National Arbor Day Foundation as a Tree City USA. This year, 2024, will mark the twenty-ninth year that the National Arbor Day Foundation will bestow the City of Redlands with the designation of Tree City USA.

ALTERNATIVES:

The City Council may choose not to approve the proclamation.

STRATEGIC PLAN:

Supports Focus Area D: Land Resource Management

SUBMITTED BY:
Tabitha Crocker, Facililities 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

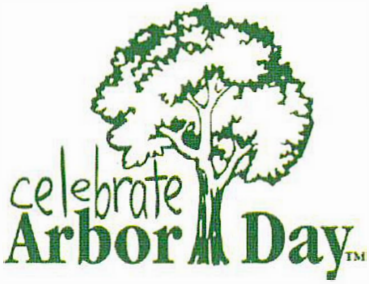
PREPARED BY:
Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	N/A
Revenue Generating:	N/A
Appropriation Required Y/N:	N/A
Amount:	N/A
Budgeted Y/N:	N/A
Account No.:	N/A
Discussion:	

Attachments

Proclamation



WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in Redlands increase property values, enhance the economic vitality of business areas, and beautify our community. Trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Redlands enjoys a rich heritage and dedication to the continued health and preservation of the City's urban forest;

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Redlands declares April 26th, 2024, as ***Arbor Day*** and encourages all residents to support efforts to protect our trees and woodlands; and

BE IT FURTHER RESOLVED, that the City Council of the City of Redlands encourage all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 16th day of April, 2024.

_____
Eddie Tejeda, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **J. 5.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April 2024 as Arts, Culture, and Creativity Month (Mayor Tejeda and Council Member Davis)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April 2024 as Arts, Culture, and Creativity Month.

Attachments

Arts Culture and Creativity Month 2024

PROCLAMATION

Arts, Culture, and Creativity Month

WHEREAS, the City of Redlands celebrates the role that the arts and creativity play in helping us navigate the pandemic, amplify the need for racial equity, and highlight the power of the arts to change our lives for the better; and creates a positive economic impact for our city; and

WHEREAS, the City of Redlands Cultural Arts Commission works to support the arts and creativity in Redlands as an essential part of our thriving community through services including a rotating art on loan program, annual acquisitions, and public art projects, and builds relationships with local businesses to create inclusive arts opportunities; and

WHEREAS, the Redlands Cultural Arts Commission partners with the Arts Council of San Bernardino County, and additional local arts nonprofits to advance the arts and creativity in our City; and

WHEREAS, Arts, Culture and Creativity Month is the 6th annual statewide awareness and advocacy event that recognizes the crucial role of arts, culture, and creativity in the lives of everyone in California and Redlands; and

WHEREAS, the City of Redlands recognizes that the arts and creativity support student success and lifelong learning, provide key job skills, and bring joy to our community while strengthening our connections; and

WHEREAS, the City of Redlands values partnering with all our local nonprofits and the San Bernardino County Arts Council and state-level organizations to promote unified support for the arts and will continue to work with all local arts nonprofits and businesses for the betterment of the community; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 2024 as **Arts, Culture, and Creativity Month**, and encourages everyone to celebrate the power of the arts in our community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 16th day of April 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **J. 6.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring May 2, 2024, as National Day of Prayer in the City of Redlands (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring May 2, 2024, as National Day of Prayer in the City of Redlands

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Attachments

National Day of Prayer Proclamation-2024

PROCLAMATION

National Day of Prayer

WHEREAS, Americans have long turned to prayer both in times of joy and times of sorrow. On their voyage to the New World, the earliest settlers prayed that they would "rejoice together, mourn together, labor, and suffer together, always having before our eyes our commission and community in the work;" and

WHEREAS, from that day forward, Americans have prayed as a means of uniting, guiding, and healing. In times of hardship and tragedy, and in periods of peace and prosperity, prayer has provided reassurance, sustenance, and affirmation of common purpose; and

WHEREAS, the National Day of Prayer is a tradition in this country dating back to 1775; and

WHEREAS, at a time in our nation's history when the power of prayer is needed more than ever, it is fitting that individuals come together in the community to publicly demonstrate their faith in the power of divine intercessions; and

WHEREAS, in 1988, the first Thursday in May was permanently chosen as National Day of Prayer; and

WHEREAS, the National Day of Prayer belongs to all Americans. It is a day that transcends differences, bringing together citizens from all backgrounds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim May 2, 2024, as the National Day of Prayer and urges all citizens to observe this day in keeping with their personal beliefs.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 16th day of April 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **J. 7.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sole source purchase order for Temporary Housing Services on an as-needed basis with SB Express One, LLC for an amount not to exceed $50,000 (Assistant City Manager Boatman)

MOTION(S):

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

I move to approve a sole source purchase order for Temporary Housing Services on an as-needed basis with SB Express One, LLC for an amount not to exceed $50,000.

RECOMMENDATION:

Staff recommends City Council approve a sole source purchase order for Temporary Housing Services on an as-needed basis with SB Express One, LLC for an amount not to exceed $50,000.

DISCUSSION:

In April 2022, the City Council created a Homeless Solutions Division to address chronic homelessness in the City. The Homeless Solutions Division is responsible for connecting people experiencing homelessness in the City with appropriate resources. The Homeless Solutions Division partners with local nonprofits and government entities to connect homeless people with resources such as shelter, transitional housing, food assistance, outreach services, mental health counseling, substance abuse treatment, and more.

SB Express One, LLC (SB Express) operates the Super 8 motel within San Bernardino County. This facility is used for the purpose of providing emergency motel rooms for homeless individuals and families ranging in stays from one to

seven nights. SB Express also provides case management services, accepts pets, and offers a small food pantry for homeless clients from various programs. These services are unique to SB Express, therefore quotes or bids are not applicable.

ALTERNATIVES:

City Council may elect not to approve the sole source purchase order and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety, Objective 4 - Homelessness

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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:
Sandy Munoz, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2023-24
Amount:	$50,000
Budgeted Y/N:	Y
Account No.:	101300.7901.300008

Discussion:

Funding for this purchase order is included in the Homeless Solutions Division Fund (101300.300008) of the Fiscal Year 2023-24 Budget as approved by City Council.

Attachments

Sole Source Form

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: 2/8/24

TO: Purchasing Division

FROM: Homelesss Solutions/FCS

Purchase Requisition # _____

Estimated Total Cost: $ 50,000.00

Proposed Vendor: SB Express One, LLC Super 8

Request Term: 2/1/24 – 6/30/24

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:

H. SB Express One, LLC, (Super 8), provides emergency rooms for homeless individuals and families ranging from 1 - 7 nights. Super 8 offers case management services , accepts pets and offers a small food pantry for homeless clients from various programs

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**

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

David Robinbaugh PE Sign Here

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

City Council Meeting **J. 8.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Non-Professional Services Agreement with J.T. Lewis, doing business as National Garage Door, for the procurement and installation of fire station folding doors, to change the door manufacturer to Door Engineering (Fire Chief Sessler)

MOTION(S):

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

I move to approve a First Amendment to the Non-Professional Services Agreement with J.T. Lewis, Inc.

RECOMMENDATION:

Staff recommended the City Council approve the First Amendment to the Non-Professional Services Agreement with J.T. Lewis, doing business as National Garage Door to change the door manufacturer to Door Engineering.

DISCUSSION:

On January 16, 2024, the City Council authorized a contract with J.T. Lewis for the procurement and installation of folding doors for fire stations 261, 262 and 263. Recently, J.T. Lewis, the contractor, notified staff that the manufacturer specified in the existing agreement, BATOR, was facing financial difficulties. Expressing apprehension about BATOR's capability to deliver the customized doors, J.T. Lewis recommended an alternative brand, Door Engineering, renowned for its production of four-fold doors. Door Engineering, headquartered in Minnesota, stands as a huge supplier of such doors to fire stations nationwide. Switching to Door Engineering would ensure continuity in quality and functionality, maintaining all safety features and the aesthetic appeal of the

BATOR doors. Furthermore, the contractor J.T. Lewis and manufacturer Door Engineering, have agreed to honor the price of the original agreement.

Staff is seeking approval of a first amendment to the existing agreement with J.T. Lewis to change the four-folding door manufacturer from BATOR to Door Engineering. All terms and pricing of the existing agreement will remain the same.

ALTERNATIVES:

City Council may choose to not approve the first amendment to the existing agreement with J.T. Lewis and provide alternate direction.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The total cost of the purchase and installation of bay doors at Fire Stations 261, 262 and 263 is $490,205. This cost is budgeted within the Fire Department budget. The amendment to the agreement will not affect the pricing or terms of the contract as it serves only to change the door manufacturer from BATOR Doors to Door Engineering.

Attachments

First Amendment to Agreement with J.T. Lewis

Executed Agreement with J.T. Lewis

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This first amendment ("First Amendment") to the agreement for the provision of Installation of Fire Station overhead rollup doors ("Agreement"), dated January 16, 2024 by and between the City of Redlands, a municipal corporation and a general law city ("City"), and J.T. Lewis, Inc. dba National Garage Door ("Contractor"), is made and entered into this 16th day of April, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to amend the Scope of Services change the bay doors manufacturer and specifications, and consquently amend the Price Sheet to reflect the type of bay doors that will be installed at Fire Station 261, 262, and 263.

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

AGREEMENT

Section 1. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended and attached hereto and incorporated herein by reference.

Section 2. Exhibit "C" of the Agreement, entitled "Price Sheet," is hereby amended and attached 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 April 16, 2024.

CITY OF REDLANDS

_____ By: _____

Eddie Tejeda, Mayor Kevin Lewis, Vice President

ATTEST:

_____

Jeanne Donaldson, City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

- Furnish and install three (3) – 12’ X 12’ Door Engineering Four-Fold FF300 Folding Doors, RAL Paint Finish, Exterior Mount, 115 Volt, Single Phase, Light Curtian on inside of door, Electric Edge, Timer to Close, Fully Glazed Door with 1’ Insulated Tempered Glass, Remote Control and Receiver per Door, Long Range Antenna, IS40 Presence Sensor, Exterior Saw Cut Loop and Detector at Fire Station 261.

- Furnish and install two (2) 11 x 10-9 Door Engineering Four -Fold FF300 Folding Doors, RAL Paint Finish, Exterior Mount, 115 Volt, single Phase, Light Curtain on Inside of Door, Electric Edgew, Timer to Close, Fully Glazed Door with 1” Insulated Temepered Glass, Remote Control and Receiver per Door, Long Range Anenna, IS40 Presence Sensor, Exterior Saw Cut Loop and Detector at Fire Station 262.

- Furnish and install two (2) 11 x 10-9 Door Engineering Four-Fold FF300 Folding Doors, RAL Paint Finish, Exterior Mount, 115 Volt, Single Phase, Light Curtain on Inside of Door, Electric Edge, Timer to Close, Fully Glazed Door with 1” Insulated Tempered Glass, Remote Control and Receiver per Door, Long Range Antenna, IS40 Presence sensor, Exterior Saw Cut Loop and Detector at Fie Station 263.

- Demolition and Disposal of seven (7) Sectional Doors.

- Electrical Wiring, Conduit and Hookup of seven (7) Doors.

EXHIBIT “C”

PRICE SHEET

Supply and Installation of 12x12 Door Engineering Four-Fold FF300 Folding Doors at Fire Station 261	$163,875.00
Electrical Work	$15,000.00
Supply and Installation of 11-6x10-9 Door Engineering Four-Fold FF300 Folding Doors at Fire Station 262	$144,665
Electrical Work	$15,000
Supply and Installation of 11-6x14 Door Engineering Four-Fold FF300 Folding Doors at Fire Station 263	$136,665
Electrical Work	$15,000
TOTAL	**$490,205.00**

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of the installation of fire station overhead rollup doors ("Agreement") is made and entered in this 16th day of January, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and JT Lewis, Inc., a California corporation dba National Garage Door ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform installation of fire station overhead rollup doors services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 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 Contractor shall complete the Services by June 30, 2025, unless the Services are earlier terminated as permitted herein.

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 Total compensation for Contractor's performance of the Services shall be in the amount of Four Hundred Ninety Thousand Two Hundred Five Dollars ($ 490,205.00). City shall pay Contractor in accordance with Exhibit "C" titled "Price Sheet," which is attached hereto and incorporated herein by reference.

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

CITY

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

CONTRACTOR

Kevin Lewis, Vice President
JT Lewis, Inc. dba National Garage Door
3185 Fitzgerald Road
Rancho Cordova, CA 95742
kevin@nationalgaragedoor.com
(916) 638-4554

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles

used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees, and agents from and against any and all claims, losses 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, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

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

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

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

CITY OF REDLANDS

By: Eddie Tejeda
Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk

JT LEWIS, INC.
DBA NATIONAL GARAGE DOOR

By:
Kevin Lewis, Vice President

EXHIBIT "A"

SCOPE OF SERVICES

- Furnish and install three (3) – 12' x 12' BATOR four-fold AFF158 folding doors, powder coat finish, exterior mount, 115 Volt, Single Phase, Light curtain on inside of door, electric edge, timer to close, fully glazed door with 1" insulted tempered glass, remote control and receiver per door, long range antenna, IS40 Presence sensor, exterior saw cut loop and detector at Fire Station 261

- Furnish and install two (2) – 11' x 10-9' BATOR four-fold AFF158 folding doors, powder coat finish, exterior mount, 115 Volt, Single Phase, Light curtain on inside of door, electric edge, timer to close, fully glazed door with 1" insulted tempered glass, remote control and receiver per door, long range antenna, IS40 Presence sensor, exterior saw cut loop and detector at Fire Station 262

- Furnish and install two (2) – 11-6' x 14' BATOR four-fold AFF158 folding doors, powder coat finish, exterior mount, 115 Volt, Single Phase, Light curtain on inside of door, electric edge, timer to close, fully glazed door with 1" insulted tempered glass, remote control and receiver per door, long range antenna, IS40 Presence sensor, exterior saw cut loop and detector at Fire Station 263

- Demolition and disposal of 7 sectional doors

- Electrical wiring, conduit, and hookup of three (9) four-fold doors

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and JT Lewis, Inc. dba National Garage Door (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to furnish and install fire station overhead rollup doors (the "Work"), which said agreement, dated, January 16, 2024, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Four Hundred Ninety Thousand Two Hundred Five Dollars ($490,205.00), 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 _____, 20__.

(SEAL) National Garage Door

(Contractor)

(Signature)

(SEAL)

(Surety)

BY:

(Signature)

Address:

Telephone( ) _____

(Seal and Notarial Acknowledgment of Surety)

EXHIBIT "C"

PRICE SHEET

Supply and Installation of 12x12 BATOR Four-Fold Doors at Fire Station 261	$163,875.00
Electrical Work	$15,000.00
Supply and Installation of 11-6x14 BATOR Four-Fold Doors at Fire Station 262	$144,665
Electrical Work	$15,000
Supply and Installation of 11-6x14 BATOR Four-Fold Doors at Fire Station 263	$136,665
Electrical Work	$15,000
TOTAL	**$490, 205.00**

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.

JT LEWIS, INC.
DBA NATIONAL GARAGE DOOR

By: _____
Kevin Lewis, Vice President

Date: 1/15/2024

City Council Meeting **J. 9.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2961, to amend Redlands Municipal Code Chapter 18.20 (A-1, Agricultural District) to permit certain types of agritourism and related uses as ancillary land uses within the A-1, Agricultural zone, as well as adopt development standards and sign standards for agritourism uses (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. 2961.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2961, to amend Redlands Municipal Code Chapter 18.20 (A-1, Agricultural District) to permit certain types of agritourism and related uses as ancillary land uses within the A-1, Agricultural zone, as well as adopt development standards and sign standards for agritourism uses.

DISCUSSION:

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

ALTERNATIVES:

The City Council may continue this matter in order to allow additional time to review Ordinance No. 2961.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

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

Attachments

Ordinance No. 2961 Agritourism

ORDINANCE NO. 2961

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE TO PERMIT AGRICULTURAL TOURISM AND RELATED LAND USES, AND ADOPTING NEW ZONING REGULATIONS AND DEVELOPMENT STANDARDS FOR AGRITOURISM AND RELATED 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 or conditionally permitted uses within the A-1, Agricultural District; and,

WHEREAS, on February 27, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and written evidence submitted by City staff; and,

WHEREAS, on February 27, 2024, the Planning Commission held a public hearing and considered the testimony and written evidence submitted by the Applicant and the general public; and,

WHEREAS, on February 27, 2024, the Planning Commission unanimously recommended that the City Council approve Ordinance Text Amendment No. 366; and,

WHEREAS, on or about March 22, 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. 2961 would be considered by City Council; and

WHEREAS, on April 2, 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; and,

WHEREAS, Action 4-A.40 in the 2035 General Plan states, "Permit commercial functions related to agricultural uses to encourage the sustainability of farming in Redlands and the Planning Area. Such functions can include: roadside stands, packing and processing operations, agri-tourism events, and bed-and-breakfast inns. Amend the Zoning Ordinance to permit such uses."

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 Ordinance Text Amendment No. 366 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, farm experience excursions, living history farms, processing demonstrations (not to exceed 150 persons daily)."

SECTION 3. Approval of Ordinance Text Amendment No. 366 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, resort hotel, farm-stay, or general tent camping/glamping facilities (no motor vehicles or trailers).
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. Educational farm camp (day camp and/or overnight camp).
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 150 persons daily).
7. Tours, day classes, and farm experience excursions (with more than 150 persons daily).
8. Sales of other food or beverage products, with a portion of the ingredients sourced on-site.
9. 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 4. Approval of Ordinance Text Amendment No. 366 to add new RMC Section 18.20.200. The proposed amendment to Title 18 of the Redlands Municipal Code, Chapter 18.20 (A-1 Agricultural District), is hereby amended to add Section 18.20.200, entitled "Development Standards for Agritourism Facilities," as follows:

"18.20.200: AGRITOURISM FACILITIES AND ACTIVITIES:

A. Definition of Agritourism. Agritourism is the act of visiting a working farm/ranch or agricultural operation for the purpose of enjoyment, education, or active involvement in the activities of the farm/ranch or agricultural operation that adds to the economic viability of the agricultural operation. Agritourism activities are secondary and supplemental to the agricultural uses of the land, and do not create conflicts with agricultural activities on said lands and/or adjacent lands.

B. Purpose. Agritourism allows for enhanced economic viability of working farms while maintaining the rural character of agricultural districts for the continued operation and preservation of farming and ranching land uses. All activities shall be consistent with The Right to Farm Act (Calif. Civil Code §3482.5).

C. Definition of Non-Prime Agricultural Land. Land that is not "prime agricultural land" as defined by the California Department of Conservation is the preferred location for agritourism activities and any structures or improvements appurtenant thereto. Land that is defined as "prime agricultural land" means those lands and soils as defined as prime agricultural lands by the California Department of Conservation.

D. Compatibility with Agriculture. Agritourism rides and attractions shall be limited to the following (as a permitted use or a conditionally permitted use):

1. One (1) farm animal petting zoo on non-prime soils.
2. One (1) pony ride area located on non-prime soils.
3. One (1) food vendor, mobile or on-site (with County environmental health permit if applicable) located on non-prime soils.
4. One (1) pre-packaged food/snack bar on non-prime soils.
5. One (1) haunted house/barn on non-prime soils.
6. One (1) hay maze on non-prime soils.
7. One (1) train and tracks located on non-prime soils.
8. Inflatable devices on non-prime soils, subject to case-by-case review.
9. One (1) hayride on all soils.
10. Train rides on rubberized wheels throughout all soils, subject to case-by-case review.
11. One (1) produce stand on all soils.
12. Other recreational/educational activities, subject to review and approval of the Development Services Director or Planning Commission.
13. Days and hours of operation as per determination by the Development Services Director or Planning Commission.

E. Development and Performance Standards for Agritourism. Agritourism uses shall be consistent with the following operating and development standards, including but not limited to:

1. Adequate on-site parking to accommodate the uses must be provided on non-prime soils and designated on the site plan for review by Development Services staff. The parking requirement shall be determined by the Development Services Director (for permitted agritourism uses) or the Planning Commission (for conditionally permitted uses). All required parking and motor vehicle maneuvering areas shall be located on the same or contiguous parcel(s) of land under the same ownership or leasehold as the use the parking is intended to serve. Parking areas shall be provided in accordance with Chapter 18.164, Article III (Property Development Standards), except Section 18.164.310 may be waived or modified by the Development Services Director or Planning Commission.

2. Signs related to agritourism uses shall be subject to the applicable provisions of the Redlands Sign Regulations (RMC Chapter 15.36, Section 15.36.390).

3. On parcels with a minimum of ten (10) contiguous acres or more in size, all agritourism elements should be clustered and shall consume no more than one (1) gross acre in aggregate per every ten contiguous acres of site area (excludes hayrides or trains with rubberized wheels). Parking is excluded from the acreage calculation.

4. On parcels less than ten (10) contiguous acres in size, all agritourism elements should be clustered and shall consume no more than ten percent (10%) in aggregate of the gross site acreage (excludes hayrides or trains with rubberized wheels). Parking is excluded from the acreage calculation.

5. All agritourism facilities, structures, uses and activities shall be located and conducted at least three hundred feet (300') from any residential zone, church, school, park or hospital, as measured to the nearest property line of the adjacent use. Parking is excluded from the separation requirement.

6. If non-agricultural development is to occur, it shall minimize its impacts on natural areas and on nearby farming and agricultural operations. Natural land forms shall be preserved as much as practicable, and any grading or cut/fill activity shall be minimized for roads, driveways, and site grading.

7. Development and new structures shall include high quality of architectural design and site planning utilizing design themes that blend structures into the rural open space character of the area. Natural exterior treatment materials such as wood, stone, brick, and 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 utilizing corrugated metal or shipping containers), are prohibited. These design standards shall not be applicable to any structures utilized solely and exclusively

for farm operations, maintenance, farm-related equipment or vehicles.

8. Development and structures shall comply with all applicable provisions of the California Building Code (including ADA accessibility by the public), Redlands Municipal Code Title 15 (Buildings and Construction), California Fire Code, City of Redlands Local Agency Management Program for Onsite Wastewater Treatment Systems, and any applicable development regulations of other agencies (e.g., Regional Water Quality Control Board).

9. Outdoor lighting standards for agritourism uses.

a. Lighting and glare overspill shall be contained on-site and shall not exceed one-half (0.5) foot-candle as measured at the property line.

b. All outdoor fixtures shall be fully shielded, installed, and maintained in such a manner that shielding does not permit excessive light trespass.

c. All outdoor lighting shall be extinguished by eleven p.m. (11:00 p.m.), close of business, or when people are no longer present in exterior areas, whichever is later, except for the following:

i. Lighting used for entry or exit points of a structure, parking areas, driveways, and driveway ingress/egress points; or,
ii. Lighting activated by motion sensor that extinguishes no later than five minutes after activation.

d. Blinking, flashing, or high-intensity lighting that causes light trespass are prohibited.

10. Noise control shall be subject to the Noise Ordinance (Redlands Municipal Code Chapter 8.06) and the exterior noise standards for residential uses.

11. Property owners and operators shall comply with all applicable regulations and permitting requirements of other agencies (e.g., San Bernardino County Health Department, South Coast Air Quality Management District, California Department of Alcoholic Beverage Control, Department of Agriculture, etc.).

12. Additional conditions of approval that may be attached to a land use approval to protect the public health, safety, and general welfare."

SECTION 5. Approval of Ordinance Text Amendment No. 366 to add new RMC Section 15.36.390. The proposed amendment to Title 15 of the Redlands Municipal Code, Chapter 15.36 (Sign Regulations), is hereby amended to add Section 15.36.390, entitled "A-1 Zoning District," as follows:

"15.36.390: A-1 ZONING DISTRICT:

Commercial signs for agritourism uses in the A-1 zoning district shall be subject to the following requirements:

A. The sign provisions for the Administrative and Professional Office (A-P) zoning district (Section 15.36.260 of this title) shall apply to approved nonresidential uses within the A-1, Agricultural District subject to a building permit and/or applicable sign permit.

B. A temporary sign or banner shall be permitted for approved nonresidential uses that include seasonal sales of agricultural products or approved seasonal or periodic activities, subject to the applicable development standards and design criteria contained in Sections 15.36.520 and 15.36.530 of this title.

C. One (1) portable or A-frame sign shall be permitted per property for the seasonal sales of agricultural products or approved seasonal or periodic activities, subject to the applicable development standards and design criteria contained in Section 15.36.240 (subsections B through F) of this title."

SECTION 6. 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 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 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **J. 10.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8572 to authorize a one-year time extension to the expiration date of Conditional Use Permit No. 1107 and associated entitlements for the adaptive reuse of a historic single-family residence as a medical clinic and pediatrician's office. The project site is located at 1605 Calvary Circle (APN: 0293-133-13-0000) (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. 8572.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8572 to approve a one-year extension of time for Conditional Use Permit No. 1107, Historic Parking Modification No. 31, and associated entitlements, for the adaptive reuse of a historic single-family residence as a medical clinic and physician's office located at 1605 Calvary Circle (APN: 0293-133-13-0000).

DISCUSSION:

The approved project includes rehabilitation and the adaptive reuse of an existing single-family dwelling as a medical office and includes construction of a 1,238 square-foot addition resulting in a total building size of 3,649 square-feet (see Attachments A, B, C). The entitlements also include Variance No. 799 that approved a reduced street-side setback (for a parking lot area) as well as Historic Parking Modification No. 31 to reduce specified parking lot improvements in order to accommodate the reuse of the property. The Council also approved Historic Designation No.135 that added the property to the City's

list of Designated Historic Resources.

The approval of Conditional Use Permit No.1107 and associated entitlements will expire on April 19, 2024, unless a building permit has been issued to commence construction of the project, or an extension of time is granted (see Attachment D). The applicant currently has two building permits under review in Plan Check, but permits are not expected to be issued and construction is not expected to begin prior to April 19, 2024.

Approval of the time extension will make the new expiration date April 19, 2025, for this project. No changes to the project are proposed, and the original Conditions of Approval remain applicable for the project (see Attachment D). Approval of a one-year time extension will provide additional time for the new property owner to continue processing the building plans currently in the plan check process.

In accordance with RMC Section 18.192.090, the City Council may grant a one-year extension of time, and not to exceed a total number of three (3) extensions. This is the applicant's first request for a time extension.

ALTERNATIVES:

The City Council may deny the request, which would result in the expiration of Conditional Use Permit No. 1107 and the associated entitlements. This would require the applicant to submit an entirely new development application.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 23-24

Appropriation Required Y/N: No

Discussion:

No fiscal impact to the General Fund. The applicant paid the applicable application filing fee.

Attachments

Attachment A: Location Map & Aerial Photo

Attachment B: City Council Staff Report of April 19, 2022

Attachment C: Approved Project Plans

Attachment D: Approved Council Resolutions 8323, 8324, and 8325

Attachment E: Resolution No. 8572 (Extension of Time)



Redlands Regular Meeting of 04-16-2024

Location Map

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.

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Scale
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 14, 2022

OneStop.mxd



Aerial

This map was produced by the City of Redlands, Geographic Information System.
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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 14, 2022

OneStop.mxd

"A City That Works"

City Council Meeting **AGENDA ITEM NO. K. 1.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: GUADALUPE COBANOV, APPLICANT
(Mayor to declare meeting open as a public hearing)

PUBLIC HEARING to consider the following applications for the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000), and associated California Environmental Quality Act Exemptions:

1. **Resolution No. 8321** (**Historic Designation No. 135)** designating the property located at 1605 Calvary Circle as a Historic Resource (Historic and Scenic Resource No. 135).

2. **Resolution No. 8322** (**Specific Plan No. 40, Amendment No. 47)**, approving Amendment No. 47 to Specific Plan No. 40 to amend Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(B) (Road Standards), Section EV4.0155(A) (Special Landscaped Streets), and Section EV4.0125(2) (Setbacks and Intersections) to amend the required road right-of-way requirements for the property located at 1605 Calvary Circle.

3. **Resolution No. 8323** (**Conditional Use Permit No. 1107)** approving Conditional Use Permit No. 1107 for the adaptive reuse of the property located at 1605 Calvary Circle.

4. **Resolution No. 8324** (**Variance No. 799)** approving Variance No. 799 relating to a front yard and parking lot setback requirements for property located at 1605 Calvary Circle.

5. **Resolution No. 8325** (**Historic Parking Modification No. 31)** approving a Historic Parking Modification No. 31 in connection with the adaptive reuse of the property located at 1605 Calvary Circle.

(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon applicant, or his/her representative, for comments and testimony.
5. Mayor calls for comments/questions/testimony from members of the public
   (3 minutes per speaker).
6. Mayor calls upon City Clerk to note any written comments received.
7. Mayor calls upon the applicant, or representative, for rebuttal comments (5 minutes).
8. Mayor closes the public hearing.
9. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that the recommendations of the Historic and Scenic Preservation Commission and the Planning Commission are appropriate, the following motion is provided:

I move that the City Council adopt Resolution Nos. 8321, 8322, 8323, 8324, and 8325.

COMMISSION RECOMMENDATION:

The Historic and Scenic Preservation Commission (HSPC) reviewed the request to adaptively reuse the single family dwelling as a medical office on July 10, 2019 and again on November 4, 2022, after the project transitioned to the current owner, as well as the applicant's related request to nominate the structure as a locally designated historic resource (Historic Resource No. 135). The applicant worked with this Commission to incorporate its design comments to implement the best rehabilitation practices of the Secretary of the Interior's Standards for the Treatment of Historic Properties in finalizing the design of the

project. The HSPC indicated its support for the adaptive reuse project as an effort to encourage the building's long-term preservation and continued use, unanimously recommending that the City Council locally designate the property, and making recommendations to the Planning Commission and City Council that these respective bodies recommend approval and approve the adoption of the Specific Plan Amendment, Conditional Use Permit, Variance, and Historic Parking Modification to facilitate the project.

On February 22, 2022, the Planning Commission reviewed Specific Plan No. 40, Amendment No. 47, Conditional Use Permit No. 1107, Variance No. 799, and Historic Parking Modification No. 31, and unanimously voted to recommend that the City Council determine the project is exempt from the California Environmental Quality Act subject to Section 15061(b)(3), Section 15301 (Existing Facilities) and Section 15305 (Minor Alterations in Land Use Limitations), and approve the project.

BACKGROUND:

Project Description: The project is proposed at 1605 Calvary Circle, located on the south side of Calvary Circle, and at the northwest corner of Alabama Street and Barton Road (see Attachment A – Location Map & Aerial Photograph). The proposal includes the following applications (See Attachment B, Project Plans):

1. Historic Resource Designation to designate the property located at 1605 Calvary Circle as a locally designated historic resource;
2. Amendment to the East Valley Corridor Specific Plan (Specific Plan No. 40) to amend the required road right-of-way and streetscape landscaping requirements along the project site's Alabama Street frontage (which will reduce the amount of dedication required and allow greater flexibility in the street landscaping design);
3. Conditional Use Permit to adaptively reuse the existing single family dwelling as a medical office;
4. Variance for a reduction in the front yard setback (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate ADA accessibility, and a recommendation for a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the property; and,
5. Historic Parking Modification allow a reduction in the width of landscape planters to 3 feet, allow up to 4 compact parking stalls, without requiring 25 standard spaces, allow for the deletion of the loading space requirements for historic structures having less than 6,000 square feet of gross floor area, and allow the reduction of driveway approach from 26 feet to approximately 20'4" feet.

ANALYSIS:

A) General Plan

The proposed project is located in the Office land use designation of the General Plan (Attachment C – General Plan Land Use Map), which designates are for the development of a wide range of office types, including general office, medical, and other professional uses, as well as ancillary commercial uses. The 2035 General Plan addresses topic areas including those promoting office and commercial land uses and the preservation of historic resources. See Attachment D, General Plan Policies, for a list of applicable policies and the project's consistency with each.

The proposed adaptive reuse and rehabilitation project furthers the implementation of the policies within the General Plan and ensures the long-term preservation of a local historic resource.

B) East Valley Corridor Specific Plan

The project site is located within the Administrative Professional District of the East Valley Corridor Specific Plan (Attachment E – Zoning Map), which supports businesses and professions which provide services primarily from offices and maintain no stock of foods for retail trade. This district provides a transition or buffer between more intensive commercial areas and major arterials and residential land uses. The East Valley Corridor Specific Plan provides the current development standards for the Administrative Professional District, a detailed analysis for which has been provided in Attachment F – Development Standards.

The project includes a request to convert a residential building from a residential use to an office use. The East Valley Corridor Specific Plan does not specifically address this in the Administrative Professional District, however the use of an office use in a residential structure is not prohibited in the district and would otherwise be permitted in the Administrative Professional District. As such, staff has used the provisions for the conversion of a residential structure within the provisions of the City's Municipal Code (Sections 18.156.390 through18.156.420). This approach was utilized to approve other similar conversions of residential structures to office uses within the same zoning designation, including the conversion of the Barton House (Conditional Use Permit No. 803), located north of Barton Road on Nevada Street. The Municipal Code allows for the conversion of certain structures subject to specific requirements and under the approval of a Conditional Use Permit.

C) Historic Resource Designation

Section 2.62.180 of the RMC provides that any person or group may request the nomination and designation of a resource by submitting an application to the Historic and Scenic Preservation Commission.A nominated or designated resource may include single structures or sites, portions of structures, urban design features, manmade or natural landscape elements, or works of art that are fifty (50) years old or older.

The criteria set forth in Section 2.62.170 is used to determine if the nominated resource is significant.Based on the inventory survey submitted by the applicant, staff recommends that the subject property meets the following criterion for designation as follows: Based upon consideration of the Determination of Eligibility and the updated DPR form, three local eligible criteria are recommended as being met for designation as a historic resource.These include:

Chapter 2.62.170(F): “It embodies elements of architectural design, detail, materials, or craftsmanship that represents a significant architectural innovation;”

Chapter 2.62.170(H): “It has unique design or detailing.”

Chapter 2.62.170(I): “It is a particularly good example of a period or style.”

Response: The structure represents the Queen Anne-Victorian architectural style and front porch, which influences from the beginning of the Craftsman style as seen in the dwelling’s front windows. As such, the structure appears to represent a transitional example between the two styles. The Queen Anne style is seen through significant characteristics such as the turret-bay tower, at the northwest corner, featuring curved glass windows on each floor and witch’s cap roof, multiple roof planes, large overhangs with exposed elliptical cut rafters and exposed eaves, a large wrap around porch, cylindrical Corinthian columns, and decorative moldings. The dwelling is built on a rock foundation, and utilizes shingles and shiplap on the exterior.

The significant characteristics of the Craftsman style seen include the three large square double-hung windows on the first floor, the mild pitched lower roof, flat porch roof. The inventory form suggests that the architect, who is unknown, may have been more inclined to emphasize the Queen Anne style, which was popular in 1905, and may have been experimenting with elements of the beginning of the Craftsman style.

Following the designation of the historic resource, exterior alterations, demolition, moving of the structure, or other permanent change to the property will require review by City staff and the Historic and Scenic Preservation Commission and will be subject to the provisions of Article III of Chapter 2.26 of the RMC (Application for Certificate of Appropriateness).

The structure, while in need of rehabilitation, has not been significantly modified over the years. Permit history is limited and indicates a reroof in the 1990s. Google Street View and Google Street photography indicates that an addition was previously constructed to the rear of the dwelling that was not compatible with the architectural style, and was subsequently removed, exposing the previous framing of the original exterior wall. While this has a minor effect on the integrity of the building, the remaining building is largely intact. The applicant intends to rehabilitate the structure and construct a new two-story addition to the

rear of the building.

The applicant does not intend to include the accessory structure (garage) as part of the nomination, as it is utilitarian is nature and would not meet the eligibility criteria as a historic structure. The applicant proposed to return with a request to demolish the structure, to accommodate parking lot improvements necessary for the adaptive reuse and preservation of the primary structure.

D) Specific Plan Amendment

A Specific Plan Amendment is proposed as part of the project scope to amend Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(b) (Road Standards), Section EV4.0115(a)(Special Landscaped Streets), and Section EV4.0125(2) (Setbacks at Intersections) to amend the required road right-of-way requirements of a 300 linear foot segment of Alabama Street on the north side of Barton Road (from a width of 120 feet to 110 feet), allow for a 50 foot half-width on the western side and a 60 foot half-width on the eastern side of Alabama Street, and exclude the segment of Alabama Street from the special landscape street and intersection design requirements.

Currently, the East Valley Corridor Specific Plan would require that the property provide ten (10’0”) additional feet of right-of-way dedication along Alabama Street, and utilize special landscaping street and intersection design requirements. Due to the unique shape of the parcel, the loss of 10 additional feet to the property would render an adaptive reuse project infeasible, as the property would no longer be able to retain enough room for the required parking lot and landscaping improvements. As indicated above, the General Plan supports adaptive reuse projects as a preservation mechanism for historic resources. The emphasis of historic adaptive reuse is to retain as much of the historic character and features as possible. Implementing the special landscape street and intersection standards would require substantial alteration to historic elements of the property and would require the removal of existing mature trees and affect a historic garden wall intended to remain on the property. In addition, the implementation of special intersection landscaping standards would be difficult due to topographical differences at the intersection and would require substantial grading and additional retaining walls to incorporate room for additional trees that would be located outside of the corner cut-off area to ensure safe intersection visibility protection. The subject property would be the sole property affected by the Specific Plan Amendment, and as such, the change would be very limited in scope and would not affect other sections of Alabama Street. The amendment would allow the property to be adaptively reused without additional dedication and would allow the Planning Commission and City Council to review the site design with a historic preservation scope in-mind.

The Municipal Utilities and Engineering Department has reviewed the potential effects of the Specific Plan Amendment related to roadway improvements along

this property's eastern frontage and determined that it is unlikely that such dedication would be utilized for street widening due to the existing and foreseen needs of this intersection and the difficulties and potential impacts upon historic improvements and topographical differences. A legislative version of the proposed changes has been included as Attachment G – Specific Plan Amendment.

E) Conditional Use Permit

As referenced in the analysis above, a Conditional Use Permit is required to establish a non- residential use in a residential building. The medical office use would essentially replace the residential use of the structure and allow the building and property to be adaptively reused in this capacity, aiding in its long-term viability and rehabilitation. The Conditional Use Permit application includes:

1. The approval of a nonresidential use (medical office) in a residential structure;
2. Construction of a two-story 1,238 square foot addition to the rear (a 51% enlargement);
3. Façade improvements, including a new 50-year asphalt shingle roofing material, new decorative corbels at a basement stairway, new turned solid wood architectural columns on the addition, new rafter tails on the addition, similar compatible materials (shingles and siding on addition to match existing materials), a new ADA accessible ramp and guard rail; and
4. Construction of related on-site improvements, including a parking lot and landscaping planters, which will require the removal of an existing accessory building, subject to approval of a subsequent demolition application.

To adaptively reuse a residential building for a non-residential use, RMC Section 18.156.410 indicates that the building must have historical, architectural, cultural or aesthetic interest or value to the community proposed to be preserved or continued. The Historic and Scenic Preservation Commission (HSPC) has reviewed the proposed property and made a recommendation to the City Council to designate the property as a local historic resource, indicating that the property meets three of the City's historic eligibility criteria for designation, Criterion F, H, and I, as referenced above.

Documentation of the property's historic significance has been prepared on Department of Parks and Recreation (DPR) forms, reviewed by the HSPC, included as Attachment H – DPR Forms. The structure represents the Queen Anne-Victorian architectural style and front porch, which influences from the beginning of the Craftsman style as seen in the dwelling's front windows. As such, the structure appears to represent a transitional example between the two styles. The Queen Anne style is seen through significant characteristics such as the turret-bay tower, at the northwest corner, featuring curved glass windows on each floor and witch's cap roof, multiple roof planes, large overhangs with

exposed elliptical cut rafters and exposed eaves, a large wrap around porch, cylindrical Corinthian columns, and decorative moldings. The dwelling is built on a rock foundation, and utilizes shingles and shiplap on the exterior.

The significant characteristics of the Craftsman style seen include the three large square double- hung windows on the first floor, the mild pitched lower roof, flat porch roof. The historic inventory form suggests that the architect, who is unknown, may have been more inclined to emphasize the Queen Anne style, which was popular in 1905, and may have been experimenting with elements of the beginning of the Craftsman style.

The proposed conversation will include a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet). The addition and the rehabilitation has been designed utilizing the Secretary of the Interior's Standards for the Treatment of Historic Properties, in a manner to respect the original design of the historic structure and will retain the original appearance of a single family dwelling. The new addition will integrate a design that is compatible and consistent with the original structure, while implementing the Historic and Scenic Preservation Commission's comments for subtle differentiation of the columns and rafter tails of the new addition to differentiate new work from the original work, as recommended by historic preservation practices. While the HSPC has reviewed and indicated their support the design of the project, a Certificate of Appropriateness application for the exterior improvements will be required by the HSPC, upon approval and recordation of the historic designation, as incorporated in the Conditions of Approval.

RMC Section 18.156.420 discusses the property development standards required for non-residential uses in residential buildings. These are discussed below:

1. *The residential structure shall be improved to conform with the requirements of the Fire and Building and Safety Departments.Their requirements shall be developed from a careful study of each structure and the appropriate building and fire ordinances of the City.It is anticipated that all possible alternatives will be explored to retain the structure and still comply with the spirit and intent of the codes.*

   The project will be required to comply with all requirements of the Building and Fire Code. With historic designation of the property, the project will be able to utilize the California Historic Building Code to aid in additional flexibility to retain the structure and comply with the spirit and intent of the code. The Fire Department has provided conditions of approval, which require the applicant to provide adequate fire flow, follow the California Fire Code requirements, maintain minimum fire hydrant flow rates and distance requirements, provide an unobstructed fire access to the building, adequately address the building to commercial standards, and provide a knox box and fire sprinklers.

2. *The exterior of the structure shall not be modified in a manner that would alter its residential character.*

   The design of the project will retain the residential character and architectural design of the structure. The addition to the building has been designed to be compatible and consistent with the design of the structure, without detracting or calling attention away from the primary, historic portion of the building.

3. *The Commission may require complete exterior renovation of the structure, including repainting and reroofing.*

   The project scope already increases the complete exterior renovation of the structure, including a reroofing with a new 50-year asphalt shingle roofing material, new decorative corbels at a basement stairway, new simplified turned solid wood architectural columns to differentiate the new columns from the existing columns, new simplified rafter tails on the addition to differentiate the new columns from the existing, similar compatible materials (shingles and siding on addition to match existing materials), and a new ADA accessible ramp and guard rail.

4. *Off-street parking shall be provided as required in Sections 18.152.140 through 18.152.320 of the Redlands Municipal Code. No parking permitted in any existing front-yard area.*

   The residential structure is proposed to be adaptively reused as a medical office. Medical offices are required to provide 1 parking space per 200 square feet of gross floor area with a minimum of five (5) parking stalls. The total parking required on-site is nineteen (19) parking stalls. As designed, the project complies with the amount of parking stalls required. Due to the unique shape of the parcel, which originally only anticipated a narrow northern portion to accommodate a residential driveway, a Historic Parking Modification and Variance application have also been submitted, which will provide the property flexibility to meet the parking requirements, given the property constraints and the difficulties involved with adaptive reuse projects, within the intent of the parking requirements.

5. *One identification sign containing the name of the business and/or use, not exceeding twenty square feet in area, is permitted. In reviewing the sign, special emphasis will be placed on the proper integration of the sign with the project.*

   The applicant has not submitted any plans for signage, however, room for a future monument sign has been accommodated on the site plan as part of planning the site design. Prior to the development of any signs on the property, subsequent approval from the Planning and Historic and Scenic

Preservation Commission for any signs.

F) Variance

The applicant is requesting a variance for two specific areas in order to allow the property to have enough area to meet the development standards for parking lots and accessibility (Attachment I – Applicant's Variance Request). RMC Section 18.196.010 states that the purpose of a variance shall be to ensure that no property, because of special circumstances applicable to it (such as size, shape, topography, location or surroundings) shall be deprived of privileges commonly enjoyed by other properties in the same vicinity. The variance requests are:

1. Reduction in the parking lot setback from 15 feet to 0 feet adjacent to Alabama Street, with modified parkway standards, to accommodate the adaptive reuse and long-term preservation of the property.
2. Reduction in the front yard setback by 20% (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate the required ADA-accessibility improvements.

The subject parcel is irregularly shaped, with the existing single family dwelling located on the widest part of the lot at a higher elevation, and the usable area for the development of a parking lot extending on a narrower finger sloping downwards towards Calvary Circle. The area for the parking lot is 60 feet in width, and needs to incorporate landscape planters, 19 foot deep parking lot stalls, a 26 foot wide driveway, 15 foot deep compact parking stalls, and 8 foot wide parallel parking stalls. As indicated in the background above, when the existing parcel was created as part of the recordation of an earlier parcel map, there were no known plans for the adaptive reuse of the property, as the area transitioned through the development of adjacent commercial and high density uses after this time. As such, the shape and size of the lot was driven towards maintaining access for a single family dwelling and allowing enough room for the development of the commercial day care facility located to the west. As such, there are constraints created by the properties unique shape, the adjacency of the property along streets on three sides, creating larger setbacks on three sides of the property, the sloping topography of the lot, and the existing placement of the historic resource.

The variance would be essential for the conversion of the property to an office use. The property is currently constructed as a single family dwelling, which is no longer a use permitted by right in the underlying zoning district, the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan. In order to convert the property to an office use, and retain the historic structure, the property would be required to construct a paved and striped parking lot. The use proposed for the structure, a medical office, is a use permitted by right in the zoning district. Therefore, its establishment of a permitted use is contingent on the development standard reliefs requested in the

variance. The construction of an ADA accessible ramp for access is a requirement to establish a commercial use in the building. To preserve the historic integrity of the building and establish the necessary slope gradient maximum allowed for ramps, the new ramp structure would extend into the 25-foot setback by less than 5 feet.

G) Historic Parking Modification

The intent of a Historic Parking Modification is to allow for the consideration and approval of a permit for modified parking requirements for historic structures. Pursuant to RMC Section 18.164.410, the permit allows certain specified citywide parking requirements to be modified as an incentive to preserve and maintain designated historic structures. The residential structure is proposed to be adaptively reused as a medical office, and medical offices are required to provide 1 parking space per 200 square-feet of gross floor area, with a minimum of five (5) parking stalls. Based on the proposed square-footage (including the addition), the total parking required on-site is 19 parking stalls, and 20 will be provided.

The applicant is seeking a Historic Parking Modification to:

1. Allow a reduction in the width of landscape planters to 3 feet;
2. Allow up to 4 compact parking stalls, without requiring the 25 standard (full-size) spaces;
3. Allow for the deletion of the loading space requirements for historic structures having less than 6,000 square-feet of gross floor area; and
4. Allow the reduction of the driveway width from 26 feet minimum to approximately 20’4” feet.

The table below shows how the project is designed to comply with the requirements of a Historic Parking Modification, given the practical difficulties and infeasibility of meeting the standard parking lot requirements that would otherwise be required for new developments.

Development Standard	*Municipal Code Requirement (Without an Exception)*	*Municipal Code Requirement (With Exception)*
Landscaping Planter Width	5 ft, 6 inches	3 feet
Number of Compact Parking Stalls Allowed	25 full-size parking stalls; 25% of remaining stalls may be compact.	25% of stalls may be compact stalls (5 stalls)
Loading Stalls	1	0
Driveway Approach	26 feet wide	14 feet wide

As designed, with the relief indicated above, the project site can be designed to incorporate 20 parking stalls, therefore allowing them to meet the minimum parking requirement. The modification will not require a reduction in the overall number of parking stalls, even with incorporation of the addition. The proposal has been reviewed by Planning and Engineering staff, and the Historic and Scenic Preservation Commission and Planning Commissions have made recommendations for approval to the City Council.

ENVIRONMENTAL REVIEW:

The Specific Plan Amendment would be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) is referred as the “general rule” and applies to those projects where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Conditional Use Permit would be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) and Section 15331 (Historical Resource Restoration/Rehabilitation) of the CEQA Guidelines and the Variance and Historic Parking Modification would be exempt pursuant to Section 15305 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines.

ALTERNATIVES:

1. The City Council may continue the public hearing and direct staff to address any issues or bring back additional information; or,
2. The City Council may continue the public hearing and direct staff to prepare findings supporting denial of the request.

SUBMITTED BY:

Brian Desatnik, Development Services Director

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Loralee Farris, Principal Planner

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Site Plans, Floor Plans, Elevations
Attachment C: General Plan Land Use Map
Attachment D: General Plan Policies
Attachment E: Zoning Map
Attachment F: Table of Development Standards
Attachment G: Specific Plan Amendment
Attachment H: DPR Forms
Attachment I: Variance Request
Attachment J: Resolution No. 8321 - Historic Resource No. 135
Attachment K: Resolution No. 8322 - Specific Plan No. 40 Amendment No. 47
Attachment L-1: Resolution No. 8323 - Conditional Use Permit No. 1107
Attachment L-2: Exhibit B (MUED Conditions of Approval)
Attachment L-3: Exhibit C (Fire Dept. Conditions of Approval)
Attachment M: Resolution No. 8324 - Variance No. 799
Attachment N: Resolution No. 8325 - Historic Parking Modification No. 31

1605 CALVARY CIR., REDLANDS, CA 92373

PROJECT INFORMATION

APPLICABLE CODES:

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA PLUMING CODE (CPC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA ELECTRIC CODE (CEC)
STATE OF CALIFORNIA BUILDING CODE TITLE 24 HANDICAPPED ACCESS AND TITLE 24 ENERGY STANDARDS ALL GOVERNING LOCAL CODES AND ORDINANCES CONSTRUCTION ACTIVITY SHALL NOT BEGIN BEFORE 7 A.M. OR CONTINUE LATER THAN 6 PM, MONDAY THROUGH FRIDAY

ELECTRICAL NOTES

1. ALL APPROVED SMOKE DETECTORS TO BE WITHIN 12' OF THE CEILING, HARD WIRED W/ BATTERY BACKUP.
2. CENTRAL HEATING EQUIPMENT REQUIRES AN INDIVIDUAL BRANCH CIRCUIT SERVICE TO BE 100 AMP IF OVER 10 KW LOAD OR OVER 5 CIRCUITS.
3. PROVIDE (1) GENERAL LIGHTING FLUORESCENT FIXTURE IN KITCHEN AND BATHROOMS THAT HAS A MIN. 40 LUMENS PER WATT.
4. KITCHEN, BATHROOMS, LAUNDRY ROOM & DINING ROOM TO BE 20 AMP CIRCUITS. KITCHEN TO HAVE TWO SEPARATE 20 AMP CIRCUITS.
5. EXHAUST FANS NEED DAMPER CONTROLS.
6. NON-METALLIC SHEATHED CABLE SHALL BE CONCEALED OR PROTECTED.
7. PROVIDE ONE LIGHT CIRCUIT FOR EACH 500 SF OF LIVABLE AREA.
8. FIXTURES, DEVICES, AND EQUIPMENT SHALL COMPLY WITH CEC REGULATIONS.
9. OUTLETS IN KITCHEN SHALL BE INSTALLED EVERY 24" ON CENTER.
10 PROVIDE OUTLETS AT 12' ON CENTER MAXIMUM AND WITHIN 6" OF END WALLS FOR ANY WALL OVER 2' LONG.
11 LIGHT FIXTURES IN TUB AND SHOWER ENCLOSURES SHALL BE LABELED "SUITABLE FOR DAMP LOCATION."
12 INSTALL LIGHTS 7'6" ABOVE THE HIGH WATER LINE OF THE PLATFORM TUB OR RELOCATE 5'0" OUTSIDE OF THE TUB AS MEASURED FROM THE SIDE WALL OF THE TUB OR MEET LIGHTING INSTALLATION AND WATERPROOFING REQUIREMENTS PER CODE.
13. ALL 15-20 AMP CIRCUITS SUPPLYING BEDROOMS SHALL BE ARC-FAULT CIRCUIT INTERRUPTER PROTECTORS.
14. LUMINAIRES THAT ARE RECESSED INTO INSULATED CEILINGS ARE REQUIRED TO BE RATED FOR INSULATION CONTACT (IC-RATED) SO THAT INSULATION CAN BE PLACED OVER THEM.

PROJECT NOTES

DIMENSIONS: INTERIOR DIMENSIONS AS INDICATED ON PLANS. EXTERIOR DIMENSIONS ARE TO OUTSIDE LINE OF SOLE PLATE.
TREATED WOOD: ALL LUMBER IN CONTACT WITH CONCRETE WITHIN 6" OF GRADE SHALL BE PRESSURE TREATED OR DURABLE WOOD "GRADE MARKED" FOUNDATION GRADE REDWOOD OR CEDAR.
ALL PLYWOOD SHALL BE DOUGLAS FIR PLYWOOD CONFORMING TO COMMERCIAL STANDARDS PS-1-70 U.S. DEPT.
BUREAU OF STANDARDS.
WEATHERSTRIP DOORS AND WINDOWS: CAULK AND SEAL JOINTS AND PENETRATIONS.
PROVIDE PLYWOOD BONDED W/ INTERMEDIATE OR EXTERIOR GLUE. EXHAUST FANS NEED DAMPER CONTROLS.
INSULATE HEATING, A/C DUCTS SETBACK THERMOSTATS FOR HEATING AND COOLING SYSTEM WRAP STORAGE TYPE WATER HEATER W/ R-12.
INSULATION:
INSULATE THE FIRST 5 FEET OF HOT WATER PIPES CLOSEST TO THE WATER HEATER. WHEN IN UNCONDITIONED SPACE WITH R-3 INSULATION HEATING AND AIR CONDITIONING EQUIPMENT, WATER HEATERS, SHOWER HEADS AND FAUCETS
TO BE CERTIFIED BY THE CALIFORNIA ENERGY COMMISSION. INSULATION TO MEET CEC STANDARDS AND BE LISTED.:
PLUMBING: PROVIDE APPROVED BACKFLOW PREVENTION DEVICES AT ALL EXTERIOR HOSE BIBS.
ELECTRICAL: NON-METALLIC SHEATHED CABLE SHALL BE CONCEALED OR PROTECTED. PROVIDE ONE NIGHT CIRCUIT FOR EACH 500 SF OF LIVABLE AREA. PROVIDE TWO 20 AMP SMALL-APPLIANCE CIRCUITS AND ONE 20 AMP LAUNDRY CIRCUIT.
CENTRAL HEATING EQUIPMENT REQUIRES AN INDIVIDUAL BRANCH CIRCUIT SERVICE TO BE 100 AMP IF OVER 10 KW LOAD OR OVER 5 CIRCUITS FIXTURES, DEVICES, AND EQUIPMENT SHALL COMPLY WITH CEC REGULATIONS.
ADDRESS NUMERALS SHALL BE INSTALLED ON THE BUILDING AT THE FRONT AND VISIBLE FROM INTERIOR ACCESS ROADWAYS.

ARCHITECTURAL GENERAL NOTES

1. THESE DRAWINGS AND OTHER CONTRACTS ARE INSTRUMENTS OF PROFESSIONAL SERVICES. NEVERTHELESS, THEY ARE THE PROPERTY OF SHAN MCNAUGHTON, ARCHITECT. THESE CONTRACT DOCUMENT MAY NOT BE USED WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT.
2. CONSTRUCTION OF THIS PROJECT SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF THE JURISDICTION IN WHICH IT IS TO BE CONSTRUCTED.
3. ALL LABOR, MATERIAL AND WORKMANSHIP SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. IF ANY DISCREPANCIES OCCUR ON THESE DRAWINGS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
4. CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND PRIVATE PROPERTIES NEARBY FROM ANY DAMAGE AS A RESULT OF ACTIVITIES IN CONNECTION WITH THE CONSTRUCTION OF THIS PROJECT.
5. IN THE CASE OF CONSTRUCTION IN TOPOGRAPHICALLY OR ENVIRONMENTALLY DELICATE AREAS, THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONARY MEASURE TO PROTECT AND PRESERVE SUCH AREAS. ALL EXISTING TREES, VEGETATION AND OTHER PHYSICAL FEATURE EXISTING WITHIN THE PROJECT SHALL BE PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK OF THIS PROJECT UNLESS SPECIFICALLY INDICATED TO BE REMOVED.
6. IF ANY UNFORESEEN OR UNEXPECTED CONDITIONS SUCH AS UNDERGROUND FUEL STORAGE TANKS, OR HAZARDOUS WASTES OF ANY SORT ARE ENCOUNTERED DURING THE CONSTRUCTION OF THE PROJECT THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT.
7. OWNER & CONTRACTOR TO COORDINATE LOCATION OF ARE AVAILABLE TO CONTRACTOR FOR ADMINISTRATION & STAGING OF THE PROJECT THROUGHOUT THE CONSTRUCTION PROCESS.
7. THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL PRECAUTIONS POSSIBLE TO CONTROL DUST RAISED DUE TO EARTHWORK AND OTHER ACTIVITIES THROUGHOUT THE CONSTRUCTION PROCESS. PROPER DUST ABATEMENT MEASURE ARE CRITICAL TO AVOID POSSIBLE DIRT AND DUST POLLUTION DAMAGE TO THE EXISTING BUILDINGS ON THE SITE AND TO SURROUNDINGS.
8. CONTRACTOR AND SUBCONTRACTORS SHALL KEEP CONSTRUCTION AND MATERIAL STORAGE AREAS IN A NEAT AND ORDERLY CONDITION FREE FROM ACCUMULATION OF DEBRIS.
9. IF CONTRACTOR OR SUBCONTRACTORS DISCOVER ANY DISCREPANCIES, ERRORS, OR OMISSIONS IN THESE DRAWINGS OR QUESTIONS REGARDING THEIR INTENT,THE ARCHITECT SHALL BE NOTIFIED AT ONCE FOR CLARIFICATION.
10. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND CONDITIONS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOR VERIFYING THE LOCATION OF EXISTING SITE UTILITIES AND UTILITY ELEMENTS. ALL COORDINATION FOR UTILITY DEVELOPMENT (ELECTRICAL, WATER, GAS, SEWER, AND TELEPHONE, ETC.)
12. THE CONTRACTOR IS RESPONSIBLE FOR PRODUCING A WEATHERTIGHT BUILDING - DETAILS AND OMISSIONS
FROM DRAWINGS NOT WITHSTANDING. ALL DRAWING CONFLICTS OR CONDITIONS CONTRARY TO THE CREATION OF A WEATHERTIGHT BUILDING ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT. IF A CONFLICT AMONG CONSTRUCTION DRAWINGS SHOULD OCCUR, THE LARGEST SCALE DRAWING SHALL GOVERN.
13. DO NOT ATTEMPT TO DETERMINE ANSWERS TO DIMENSIONAL QUESTIONS FROM THE ISSUE PRINTS OF THIS PROJECT. REFER QUESTIONS REGARDING DIMENSIONS TO THE ARCHITECT.
14. ALL FINISHING COLORS, TEXTURES, AND PATTERNS ARE TO BE SELECTED BY THE ARCHITECT AND SAMPLES SUBMITTED FOR ARCHITECT'S APPROVAL PRIOR TO INSTALLATION AND/OR APPLICATION.
15. ALL FINISH GRADES SHALL SLOPE DOWNLOAD A MINIMUM OF 5% FOR A DISTANCE OF TEN FEET FROM THE BUILDING TO ENSURE PROPER DRAINAGE AWAY FROM THE BUILDING. FINISHING FLOOR SHALL BE A MINIMUM OF SIX INCHES ABOVE GRADE AT CONCRETE SLABS.

PROJECT SUMMARY:

ZONE : A-P (ADMINISTRATIVE & PROFESSIONAL OFFICE DISTRICT)
CONSTRUCTION TYPE : V-B (WITH FIRE SPRINKLERS)
FIRE SPRINKLERS REQUIRED DUE TO CHANGE OF USE
OCCUPANCY GROUP : B (PEDIATRIC OFFICE)
NUMBER OF STORIES : 2

FIRE DEPT. : FIRE FLOW TEST TO BE PROVIDED, FIRE HYDRANT TO BE PROVIDED AS REQUIRED UNDER SEPARATE PERMIT
APN : 0293-133-13

SCOPE OF WORK :

RESTORATION & ADAPTIVE USE OF HISTORIC RESIDENCE TO COMMERCIAL OFFICE USE INCLUDING 1,238 SF ADDITION

(E) FIRST FLOOR:	2,254 GSF
(E) SECOND FLOOR:	1,141 GSF
TOTAL:	**3,395 GSF**
(E) FIRST FLOOR AREA TO BE REMOVED:	-984 GSF
TOTAL:	**2,411 GSF**
(N) FIRST FLOOR ADD:	608 GSF
(N) SECOND FLOOR ADD:	630 GSF
TOTAL:	**1,238 GSF**
TOTAL(N)+(E):	**3,649 GSF**

LOT AREA COVERAGE :

(E) BUILDING AREA	2,752 SF
(E) COVERED PORCH	373 SF
(E) NONPERIOD TO BE REMOVED	-986 SF
(E) GARAGE TO BE REMOVED	-421 SF
TOTAL (E) LOT COVERAGE	**1,718 SF**
(N) BUILDING AREA	608 SF
(N) COVERED PORCH	98 SF
(N) CONC. STAIR	64 SF
(N) ADA RAMP	175 SF
TOTAL	**945 SF**
TOTAL(N)+(E)	**2,663 SF**

GROSS LOT AREA 19,970 SF= 0.46 ACRE

LOT AREA COVERAGE:

TOTAL BUILDING AREA/NET LOT AREA = 2,663/19,970= 13.33%

A-P ZONE : 60% ALLOWED - OK

SHEET INDEX :

T-1.0	TITLE SHEET , PROJECT INFORMATION, PROJECT SUMMARY, SCOPE OF WORK, ARCHITECTURAL GENERAL NOTES
T-1.1	ARCHITECTURAL SITE PLAN
T-1.2	ARCHITECTURAL CONTEXT PLAN
A-1.0	EXISTING PLAN / DEMO NOTES
A-2.0	ARCHITECTURAL FLOOR PLAN
A-3.0	ROOF / ATTIC PLAN
A-4.0	ELEVATIONS
A-5.0	ELEVATIONS
A-6.0	PERSPECTIVES
A-7.0	PERSPECTIVES

PERSPECTIVE KEYNOTES

1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING	9	(N) TURNED SOLID WOOD ARCHITECTURAL COLUMNS TO MATCH (E) PAINT FINISH
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)		
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED	10	(E) GUARDRAIL (N) PAINT FINISH
		11	(N) GUARDRAIL TO MATCH (E)
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED	12	(N) CONCRETE ADA COMPLIANT RAMP SLOPE NOT TO EXCEED 8.3%
5	(N) WOOD HORIZONTAL SIDING TO MATCH (E)	13	(E) RAFTER TAIL (N) PAINT FINISH
6	(E) HORIZONTAL BELT COURSE TRIM PAINT FINISH	14	(N) RAFTER TAIL TO MATCH (E)
		15	(E) ROOF BRACKET (N) PAINT FINISH
7	(N) HORIZONTAL BELT COURSE TO MATCH (E)	16	(N) DECORATIVE CORBEL
8	(E) ARCHITECTURAL COLUMNS - RESTORE AS REQUIRED	17	(E) FINIAL TO REMAIN

CITY OF REDLANDS STANDARD CONSTRUCTION NOTES

BUSINESS LICENSE REQUIREMENT FOR ARCHITECTS, ENGINEERS CONTRACTORS AND SUB CONTRACTORS PER COUNTY OF REDLANDS ORDINANCE 5.04.090. BUSINESS LICENSE REQUIREMENT. IT IS UNLAWFUL FOR ANY PERSON, WHETHER AS PRINCIPAL OR AGENT, CLERK OR EMPLOYEE, EITHER FOR HIMSELF OR FOR ANY OTHER PERSON, OR FOR ANY BODY CORPORATE, OR AS AN OFFICER OF ANY CORPORATION, OR OTHERWISE TO COMMENCE OR CARRY ON ANY LAWFUL BUSINESS, TRADE, CALLING, PROFESSION OR OCCUPATION IN THE CITY WITHOUT FIRST HAVING PROCURED A LICENSE FROM THIS CITY SO TO DO OR WITHOUT COMPLYING WITH ANY AND ALL REGULATIONS OF SUCH TRADE, CALLING, PROFESSION OR OCCUPATION CONTAINED IN THIS CHAPTER AND CHAPTER 5.08 OF THIS TITLE (PRIOR CODE 2111).
NEW CONSTRUCTION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE CALIFORNIA BUILDING CODES' 2013 EDITIONS THAT INCLUDE THE RESIDENTIAL, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, GREEN BUILDING STANDARDS AND ENERGY COMMISSION SERIES. IN CASES WHERE THE CODES MAY CONFLICT WITH THE PROVISIONS IN THESE PLANS OR SPECIFICATIONS, THE MORE RESTRICTIVE PROVISIONS SHALL GOVERN'::CALL FOR ALL REQUIRED INSPECTIONS PRIOR TO CONCEALING WORK.:
"ANYONE WHO IS INVOLVED WITH THE CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMP) TO CONTAIN OR PREVENT ANY ILLEGAL DISCHARGES OR STORM-WATER POLLUTION WITHIN THE PROJECT BOUNDARY. UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE PUBLIC WORKS INSPECTOR OF THE CITY."
"RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS IS REQUIRED AS MANDATED BY AB 939 AND SB 1066 AND AS AMENDED BY CITY OF REDLANDS ORDINANCE 2544."
"CONSTRUCTION ACTIVITY" NOISE SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M AND 8:00 P.M. MONDAY THROUGH SATURDAY. RMO 8.06.060
"EVERY PERMIT ISSUED UNDER THE PROVISIONS OF THESE PLANS SHALL EXPIRE BY LIMITATION AND BECOME NULL AND VOID IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS NOT COMMENCED WITHIN 180 DAYS FROM DATE OF SUCH PERMIT, OR IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS OR MORE DAYS AFTER WORK IS COMMENCED.
THE CHIEF BUILDING OFFICIAL MAY EXTEND THE TIME FOR COMMENCEMENT OF WORK FOR A PERIOD NOT EXCEEDING 180 DAYS UPON WRITTEN REQUEST BY THE PERMITTEE PROVIDING EVIDENCE OF THE CIRCUMSTANCES BEYOND THE CONTROL OF THE PERMITTEE WHICH HAVE PREVENTED WORK FROM COMMENCING.
"IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO SHOW EVIDENCE OF "START OF CONSTRUCTION" BY ARRANGING FOR BUILDING INSPECTIONS WITHIN 180 DAYS AFTER ISSUANCE OF PERMIT AND TO VERIFY NON-SUSPENSION OR ABANDONMENT OF WORK BY ARRANGING FOR BUILDING INSPECTIONS WHICH WILL SHOW THE WORK IS PROGRESSING WITHIN ANY 180 DAY TIME PERIOD.

2019 CALGREEN RESIDENTIAL MANDATORY MEASURES

1. ALL NEW PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES SUCH AS A WATER CLOSET WITH 1.28 GALLONS PER FLUSH, SINGLE OR MULTIPLE SHOWERHEADS SERVING ONE SHOWER HEAD. THE COMBINED FLOW RATE SHALL NOT EXCEED 2 GALLONS PER MINUTE AT 80 PSI OR THE SHOWER SHALL BE DESIGNED TO ALLOW ONLY ONE SHOWER OUTLET TO BE OPERATIONAL AT A TIME. LAVATORY FAUCETS WITH MAXIMUM FLOW RATE SHALL NOT EXCEED 1.5 GALLONS PER MINUTE AT 60 PSI AND MINIMUM FLOW RATE 0.8 GALLON PER MINUTE AT 20 PSI. KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. ALL EXISTING NON-COMPLIANT FIXTURES SHALL BE UPGRADES TO MEET THE ABOVE REQUIREMEN
2. FIREPLACES WITH DIRECT-VENT SEALED-COMBUSTION TYPE
3. OUTDOOR WATER USE FOR IRRIGATION SHALL HAVE IRRIGATION CONTROLLER THAT AUTOMATICALLY ADJUSTS IRRIGATION IN RESPONSE TO WEATHER OR SOIL MOISTURE-BASED CONDITIONS.
4. RODENT PROOFING OF ANNULAR SPACES AROUND PIPES, ELECTRICAL CABLES OR OTHER OPENINGS AT EXTERIOR WALL WITH CEMENT MORTAR OR SIMILIAR METHODS
5. ADHESIVES PER TABLE 4.504.1, SEALANDS TABLE 4.504.2, CAULKING, PAINTS, COATINGS TABLE 4.504.3
6. BUILDING WOOD FRAMING WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT INSTALLED AND NOT EXCEED 19% MOISTURE CONTENT
7. BATHROOM FANS SHALL BE ENERGY STAR STANDARD AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING AND FANS MUST BE CONTROLLED BY HUMIDITY.
8. WHOLE HOUSE EXHAUST FANS SHALL HAVE INSULATED (MIN R-4.2) LOUVERS OR COVERS WHICH CLOSE WHEN THE FAN IS OFF.
9. ALL CARPET AND CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING AND PRODUCT REQUIREMENTS FOR ONE OF THE FOLLOWING: A) CARPET AND RUG INSTITUTE'S GREEN LABEL AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS, VERSION 1.1 FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350). B) NSF/ANSI 140 AT THE GOLD LEVEL. C) SCIENTIFIC CERTIFICATION SYSTEMS INDOOR ADVANTAGE GOLD.
10. CARPET ADHESIVES SHALL MEET THE REQUIREMENTS OF TABLE 4.504.1.

FOUNDATIONS

1. AVAILABLE SOIL BEARING CAPACITY: ASSUMED TO BE 1500 PSF IN ABSENSE OF SOIL REPORT.
2. BOTTOM OF FOOTINGS SHALL BE AT LEAST 12" BELOW THE LOWEST ADJACENT FINISHED GRADE FOR 1-STORY AREAS.
3. THE SOILS ENGINEER SHALL VERIFY THAT THE CONSTRUCTION AT THE SITE IS IN ACCORDANCE WITH THE RECOMMENDATIONS AND CONCLUSIONS OF HIS REPORT.
4. FINISHED EXCAVATIONS FOR FOOTINGS SHALL BE NEAT AND TRUE TO LINE WITH ALL LOOSE MATERIAL AND STANDING WATER REMOVED FROM THE EXCAVATIONS.
5. ALL FILL MATERIAL IF REQUIRED, IS TO BE APPROVED BY THE SOILS ENGINEER AND IS TO BE COMPACTED TO 90% OF MAXIMUM DENSITY (OR MORE AS DIRECTED).

GENERAL NOTES

1. ANCHOR BOLTS SHALL BE MIN 5/8" X 10" LONG EMBEDDED AT LEAST 7" INTO CONCRETE. BOLTS SHALL BE SPACED NOT TO EXCEED 6' O/C WITH BOLTS PLACED BETWEEN 4" AND 12" FROM CUT ENDS OF SILLS. PROVIDE MIN 2 BOLTS PER LENGH OF PLATE.
2. 4" CONCRETE SLAB OVER 2" SAND FILL PROVIDED 1 - #4 REBAR AT TOP & BOT OF ALL FOOTINGS (CONT) UNLESS OTHERWISE STATED (TROWEL ALL SLAB SURFACES SMOOTH)
3. SLABS ON GRADE SHALL BE AT LEAST 4" THICK OVER 2" SAND OR COMPACTED FILL
4. FOUNDATIONS SUPPORTING WOOD SHALL EXTEND AT LEAST 6" ABOVE THE FINISH GRADE.
5. SLOPE GARAGE FLOOR MIN 1%
6. PROVIDE U.F.F.E.R. GROUND MIN 20' OF COPPER FOOTING.
7. NO CONCRETE SHALL BE PLACED UNTIL SET-BACKS ARE APPROVED.
8. FOUNDATION PLATES AND OTHER MEMBERS IN CONTACT WITH THE FOUNDATION ARE TO BE EITHER APPROVED TREATED LUMBER OR FOUNDATION GRADE REDWOOD.

STRUCTURAL WOOD

1. ALL WOOD MEMBERS SHALL BE DOUGLAS FIR OR LARCH GRADE MARKED BY A RECOGNIZED GRADING AGENCY (W.C.L.A.).
2. PLYWOOD SHEATHING SHALL BE DOUGLAS FIR CONFORMING TO COMMERCIAL PRODUCTS STANDARD PS-1-74, AND SHALL BE GRADE MARKED IN ACCORDANCE WITH A.P.A.
3. WOOD GRADES (UNLESS OTHERWISE NOTED IN THE PLANS AND THE PROJECT MANUAL):
A. HORIZONTAL MEMBERS: JOISTS & RAFTERS - DOUG FIR #2
BEAMS & STRINGERS - DOUG FIR #1
LEDGERS - DOUG FIR #1
B. VERTICAL MEMBERS: 2XSTUDS - OF STUD GRADE POSTS & TIMBERS - DOUG FIR #1
4. CUTTING, NOTCHING OR DRILLING OF BEAMS OR JOISTS TO BE PERMITTED ONLY AS DETAILED OR APPROVED BY THE PROJECT ENGINEER.
5. UNLESS OTHERWISE SPECIFIED, ALL NAILING SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE UNIFORM BUILDING CODE.
6. ALL SILLS OR PLATES RESTING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED. DOUGLAS FIR BOLTS SHALL BE PLACED 9" FROM THE END OF A BOARD OR FROM A NOTCH AND SPACED AT INTERVALS AS NOTED ON THE PLANS AND SHEAR WALL SCHEDULE.
7. ALL BOLT HEADS AND NUTS BEARING ON WOOD SHALL HAVE PLATE WASHERS 2" X 2" X 3/16" THICK PER U.B.C 1806
DO NOT OVERSIZE THE HOLES FOR BOLTS, UNLESS SPECIFICALLY NOTED ON PLANS
8. ALL FRAMING ANCHORS, POST CAPS, COLUMN BASES, ETC. SHALL BE AS MANUFACTURED BY "SIMPSON STRONG-TIE COMPANY" OR APPROVED EQUAL.
9. PROVIDE DOUBLE JOISTS UNDER AL PARALLEL PARTITIONS.
10. PROVIDE BLOCKING OR BRIDGING PER LATEST EDITION OF THE UNIFORM BUILDING CODE.
11. TOP PLATES OF ALL WOOD STUD WALLS TO BE 2 - 2X (SAME AS STUDS), UNLESS OTHERWISE NOTED ON PLANS OR SHEAR WALL SCHEDULE. LAP 48" MIN. WITH NOT LESS THAN 10 -16d NAILS AT EACH SIDE OF THE SPLICE AND NOT MORE THAN 6 BETWEEN NAILS.



1 NORTHEAST PERSPECTIVE



2 SOUTHEAST PERSPECTIVE

ACCESSIBLE SIGNAGE

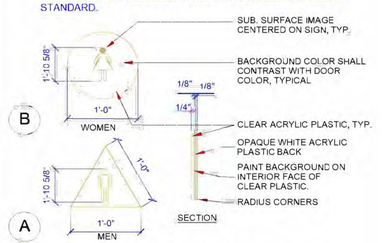
Ⓐ DECAL - DISPLAY CONDITIONS
Ⓑ INTERNATIONAL SYMBOL OF ACCESSIBILITY

36" SQ.
@ PAVEMT. 3'-5 5/8"
@ DOOR

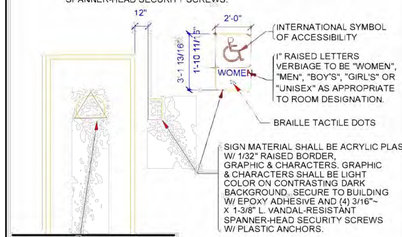
PROPORTIONS

DECAL AT ENTRY DOOR: ALL BUILDING ENTRANCES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED PERSONS SHALL BE IDENTIFIED WITH AT LEAST ONE STANDARD SIGN.

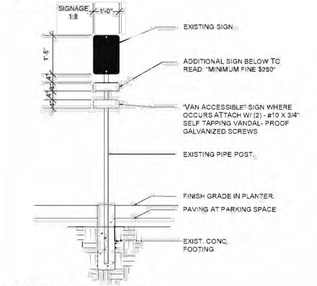
ACCESSIBLE PARKING SPACES:
ALL PARKING SPACES DESIGNATED FOR USE BY PHYSICALLY DISABLED PERSONS SHALL BE IDENTIFIED WITH A "36" SQUARE INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
-THE SYMBOL SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND.
-THE BLUE SHALL BE EQUAL TO COLOR NO. 15090 IN FEDERAL STANDARD.



CENTER OF SIGN SHALL BE CENTERED ON DOOR AND MOUNTED 60" ABOVE THE FLOOR, (REFER TO) TO CENTER LINE OF SIGN. SECURE SIGN TO THE DOOR W/ EPOXY ADHESIVE AND (4) 3/16"~ X 1" L. VANDAL-RESISTANT SPANNER-HEAD SECURITY SCREWS.



LETTERS AND NUMBERS SHALL BE RAISED 1/32" MIN., 5/8" HIGH MIN., AND BE SANS-SERIF UPPERCASE CHARACTERS ACCOMPANIED BY CONTRACTED GRADE 2 BRAILLE. BRAILLE DOTS SHALL BE 1/10" O.C. IN EACH CELL W/ 2/10" SPACE BETWEEN CELLS, RAISED 1/40" MIN. ABOVE BACKGROUND. ALL OTHER DETAILS OF BRAILLE AND STANDARD CHARACTERS SHALL CONFORM W/ T-24, SECTION 1117 B.5 AND 1115B.5.1



1 ACCESSIBLE PARKING STALL
NTS



2 ACCESSIBLE PARKING SIGN
NTS

3 PARKING CONFORMANCE SIGN
NTS

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Architect: MCNAUGHTON ARCHITECTURE, INC.

Owner:

Job Title: HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS, CA

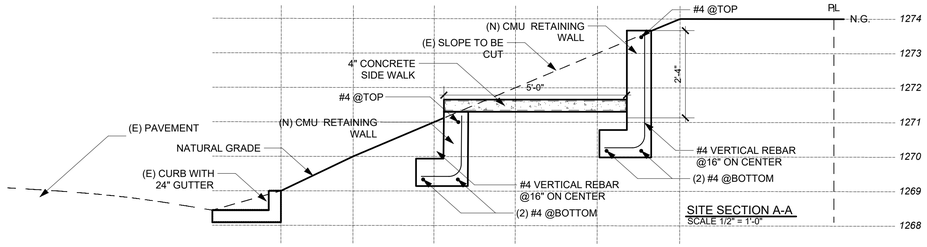
Sheet Title: TITLE SHEET , PROJECT INFORMATION, PROJECT SUMMARY, SCOPE OF WORK, ARCHITECTURAL GENERAL NOTES

Revisions:

1	CITY COMMENTS 2/18/21

Scale: NO SCALE
Date:
Drawn By: *Thunyamon Locharoenrat, AIA*
Checked By: *Shan McNaughton, AIA*
Sheet Number

T-1.0



SITE SECTION A-A
SCALE 1/2" = 1'-0"

HOURS OF OPERATION	
MEDICAL/ OFFICE USE	
M-F	8AM-5PM

IMPERVIOUS AREA CALCULATION	
(E) SITE AREA	20,076 SF
(E) BUILDING FOOT PRINT	
- (E) HOUSE	2,394 SF
- (E) ENCLOSED PATIO	335 SF
SUB TOTAL	2,729 SF
(E) GARAGE	421 SF
(E) COVERED AREA	163 SF
(E) WALK WAY AND ENTRANCE	
- (E) COVERED PORCH	560 SF
- (E) CONCRETE WALK	954 SF
SUB TOTAL	1,514 SF
(E) ASPHALT DRIVE WAY	2,961 SF
TOTAL (E) IMPERVIOUS AREA	**7,788 SF**
(N) HOUSE ADDITION	- 295 SF
(N) WALK WAY ADDITION	-873 SF
(N) CONCRETE DRIVE WAY ADDITION	4,834 SF
TOTAL (N) IMPERVIOUS AREA	**3,666 SF**

PARKING SUMMARY	
(E) FIRST FLOOR:	2,254 GSF
(E) SECOND FLOOR:	1,141 GSF
TOTAL:	**3,395 GSF**
(E) FIRST FLOOR AREA TO BE REMOVED:	-984 GSF
TOTAL:	**2,411 GSF**
(N) FIRST FLOOR ADD:	608 GSF
(N) SECOND FLOOR ADD:	630 GSF
TOTAL:	**1,238 GSF**
TOTAL(N)+(E):	**3,649 GSF**

FOR MEDICAL OFFICE USE
3,649 GSF/200 = 18.245 SPACES
19 PARKING SPACES REQUIRED
UTILIZING HISTORIC PARKING MODIFICATION 18.164.430(A)1
20 SPACES PROVIDED UTILIZING HISTORIC PARKING MODIFICATION INCLUDING (4) COMPACT SPACES AND (3) PARALLEL SPACES WITHIN CITY DEDICATION (8) OFF SITE PARKING SPACES PROVIDED ON SOUTH SIDE OF CALVARY CIR.

PER 18.164.430 PERMITTED MODIFICATIONS ALLOWS FOR THE FOLLOWING
A 1. A REDUCTION OF THE REQUIRED NUMBER OF PARKING SPACES BY 20%

B 2. ALLOW THE USE OF OFF SITE PARKING IN PARKING LOTS THAT ARE LOCATED UP TO 400' AWAY FROM THE HISTORIC STRUCTURE
4. ALLOW 25% OF THE PARKING LOT LOCATED ON THE SITE OF THE HISTORIC STRUCTURE TO BE COMPACT SPACES, WITHOUT REQUIRING THE FIRST 25 SPACES TO BE FULL SIZE
5. ALLOW TANDEM PARKING WHERE THE PLANNING COMMISSION DETERMINES THAT SUCH PARKING WOULD BE EFFECTIVE USED
6. ALLOW REDUCTION OF TWO-WAY AISLE WIDTHS FORM 20' TO 10' WHERE THE LOCATION PF HISTORIC STRUCTURE ON THE SITE PROHIBITS CONSTRUCTION OF A FULL DRIVEWAY, AND ALLOW THE REDUCTION OF DRIVEWAY APPROACHES TO 14', AS OPPOSED TO 26'. SUCH REDUCTIONS SHALL ONLY BE APPROVED FOR DRIVEWAY TO PARKING AREAS HAVING LESS THAN 20 PARKING SPACES
7. ALLOW FOR THE USE OF 3' WIDE PLANTERS FOR REQUIRED LANDSCAPE AREA
8. ALOW FOR THE DELETION OF THE LOADING SPACE REQUIREMENTS FOR HISTORIC STRUCTURE HAVING LESS THAN 6,000 SQ.F. OF GROSS FLOOR AREA

PER 18.164.440 EFFECT OF ADDITIONS TO HISTORIC STRUCTURES
(E) GROSS BLDG AREA = 3,395 SF
(N) GROSS BLDG ADDITION = 1,575 GSF
ADDITION = 46.4% OF ORIGINAL < 115% ALLOWED OK

NO PARKING AGREEMENT REQUIRED

LOT AREA COVERAGE:	
(E) BUILDING AREA	2,752 SF
(E) COVERED PORCH	373 SF
(E) NONPERIOD TO BE REMOVED	-986 SF
(E) GARAGE TO BE REMOVED	-421 SF
TOTAL	**1,718 SF**
(N) BUILDING AREA	608 SF
(N) COVERED PORCH	98 SF
(N) CONC. STAIR	64 SF
(N) ADA RAMP	175 SF
TOTAL	**945 SF**
TOTAL(N)+(E)	**2,663 SF**
GROSS LOT AREA	19,970 SF= 0.46 ACRE

LOT AREA COVERAGE:
TOTAL BUILDING AREA/NET LOT AREA
= 2,663/19,970= 13.33%
A-P ZONE : 60% ALLOWED - OK

LANDSCAPE CALCULATION:

PER SECTION EV4.0255(a)(17), LANDSCAPE LESS THAN (5') IN WIDTH CANNOT BE COUNTED TOWARDS THIS PERCENTAGE

OVERALL LANDSCAPE :

LOT AREA	20,076 GSF
(N) LANDSCAPE (PLANTER >5')	7,471 GSF
7,471/20,076 = 37% > 20% OK	

PARKING LOT LANDSCAPE :

(N) PARKING LOT	7,173 GSF
(N) LANDSCAPE (PLANTER >5')	617 GSF
617 / 7,173 = 0.86 =8.6% >7% OK	

SITE PLAN KEYNOTES	
1	(E) PUBLIC SIDEWALK
2	(N) SIDE WALK PER CITY STANDARD
3	CROSS SLOPE NOT TO EXCEED 2%
4	(N) RETAINING WALL PER A-A SECTION
5	(N) 4" CONCRETE DRIVEWAY
6	PLANTER
7	TRASH ENCLOSURE 5' HIGH
8	(N) ADA COMPLIANT WALK
9	(E) GARDEN WALL TO BE REPAIRED AS REQUIRED TO MATCH EXISTING HISTORIC DETAIL
10	(E) CROSSWALK
11	(N) CONC
12	(N) ADA PARKING SIGN : VAN ACCESSIBLE PER DETAIL ON T-1.0
13	INTERNATIONAL SYMBOL OF ACCESSIBILITY. SEE T-1.0
14	(N) SIDEWALK CONSTRUCTED BY OTHERS
	ADA PATH OF TRAVEL

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Job Title: HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS, CA

Sheet Title: ARCHITECTURAL SITE PLAN

Revisions:

1	CITY COMMENTS 2/18/21

Scale: 1" = 10'

Date: 11/10/20

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

T-1.1

MISSION ROAD
CHURCH OF SDA

CALVARY CIR.

BARTON ROAD
KINDERCARE

PARKVIEW TERRACE

BARTON RD.

STATER BROS. MARKET

ALABAMA ST.

8" SEWER

(SMH)

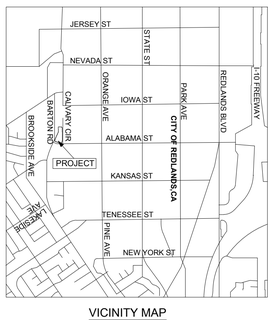
65'-0"

200'-0"

50'-6"

10'

PROPOSED
FIRE HYDRANT



VICINITY MAP
NOT TO SCALE

N

LEGEND	
	PROPERTY BOUNDARY LINE
	STREET CENTER LINE
	ADA PATH OF TRAVEL
	EXISTING SEWER LINE
1	(E) CURB RAMP
2	(N) ADA COMPLIANT CONCRETE RAMP PER CIVIL PLAN/ CITY STANDARD
3	(E) CONCRETE SIDE WALK
4	(N) CONCRETE SIDE WALK PER CIVIL/ CITY STANDARD
5	(N) PARKWAY PER LANDSCAPE PLAN
6	(N) SIDE WALK CONSTRUCT BY OTHERS
7	(N) ADDITIONAL OFF-SITE PARKING

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS, CA

Sheet Title:
ARCHITECTURAL CONTEXT PLAN

Revisions:

1	CITY COMMENTS 2/18/21

Scale: 1" = 30'

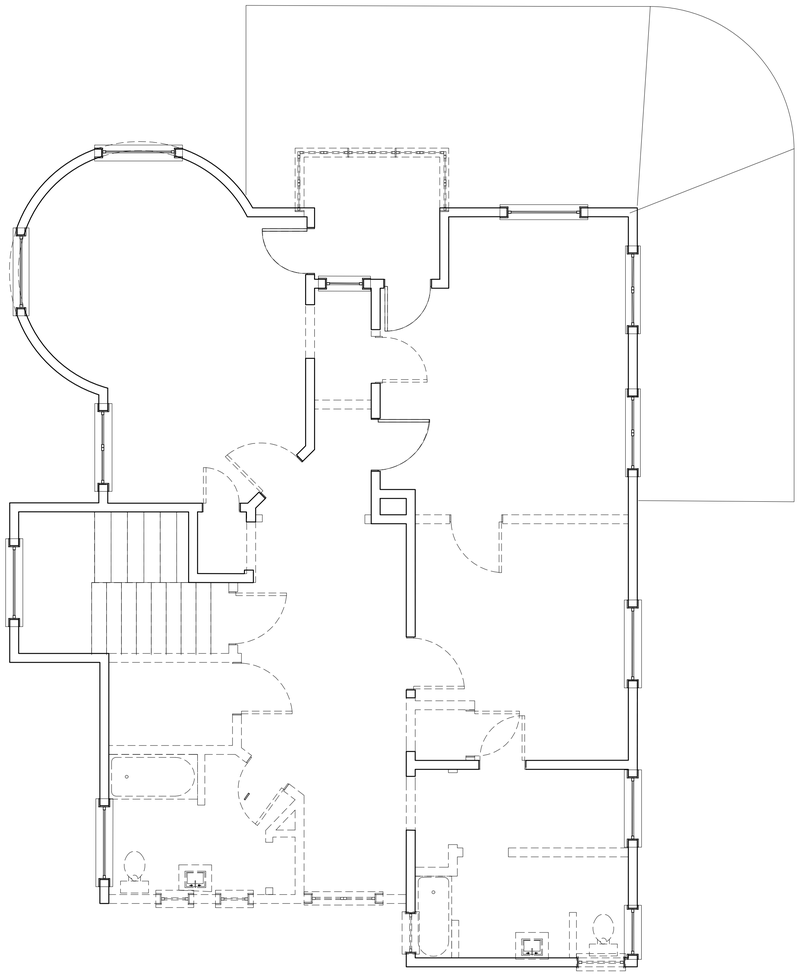
Date: 12/21/20

Drawn By:
Thunyamon Locharoenrat, AIA

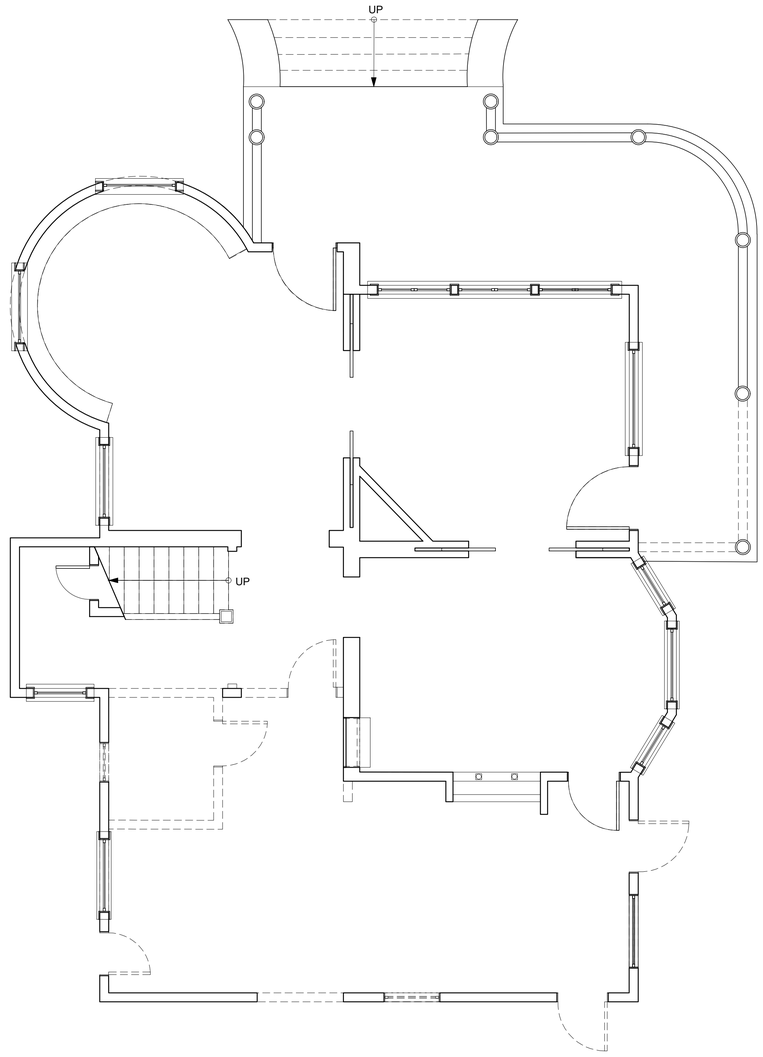
Checked By:
Shan McNaughton, AIA

Sheet Number

T-1.2



2 EXISTING / DEMO 2ND FL PLAN — SCALE 1/4"= 1'-0"



1 EXISTING / DEMO 1ST FL PLAN — SCALE 1/4"= 1'-0"

DEMO SCHEDULE	
	(E) WALL TO REMAIN
	(E) WALL TO BE REMOVE
D	ROUGH OPENING FOR (N) DOOR/ WINDOW
R	REMOVE DOOR/ WINDOW

N

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
EXISTING / DEMO PLAN

Revisions:

Scale: 1/4" = 1'-0"

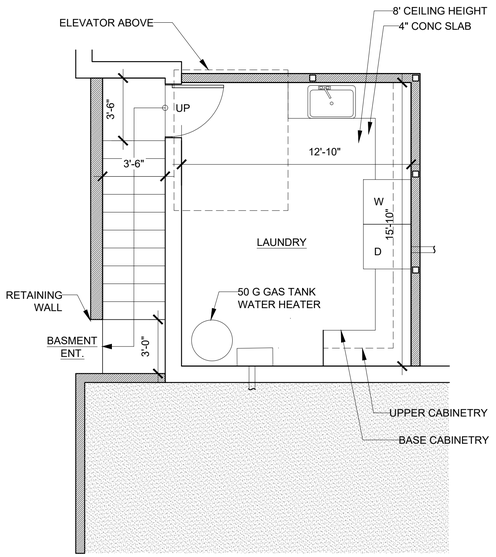
Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

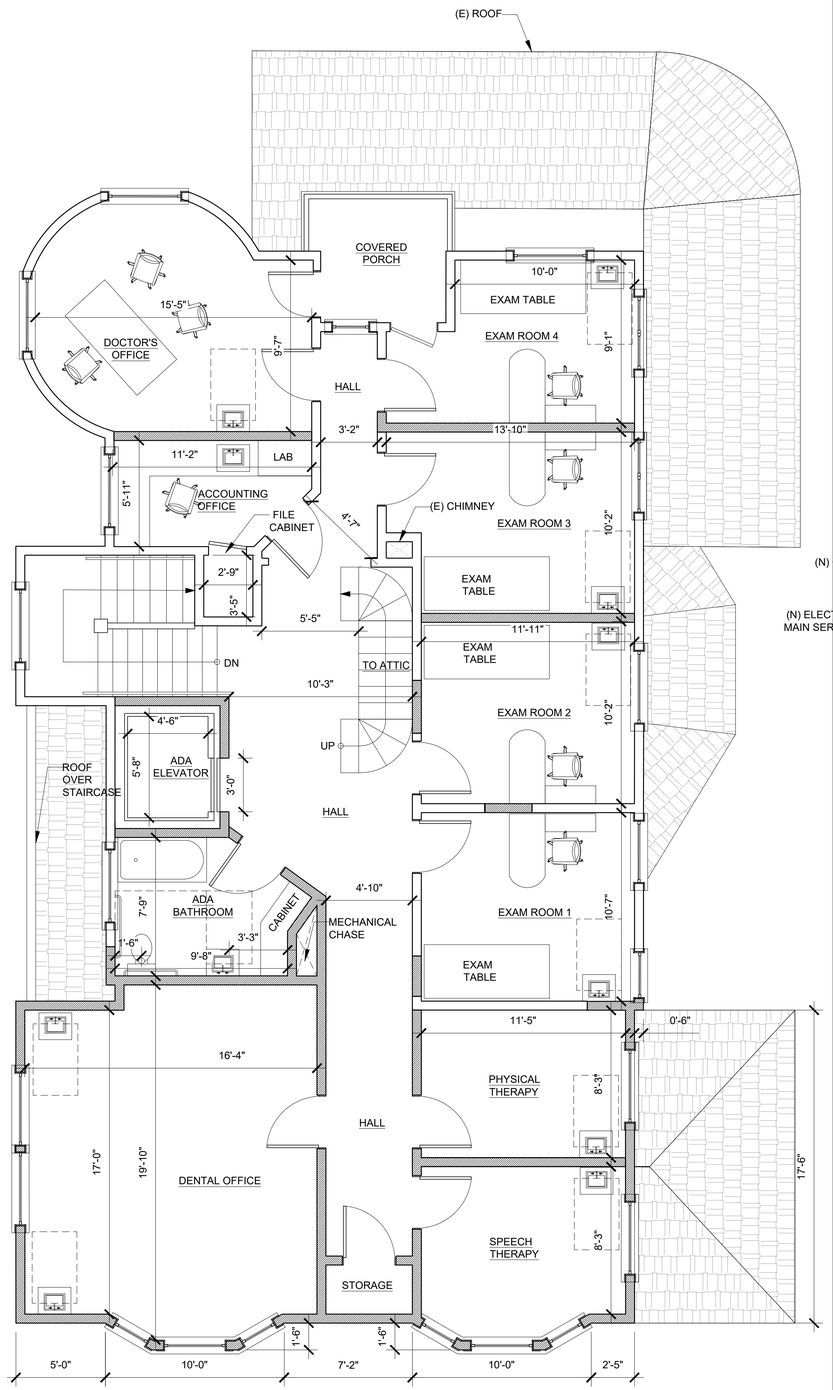
Checked By:
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Sheet Number

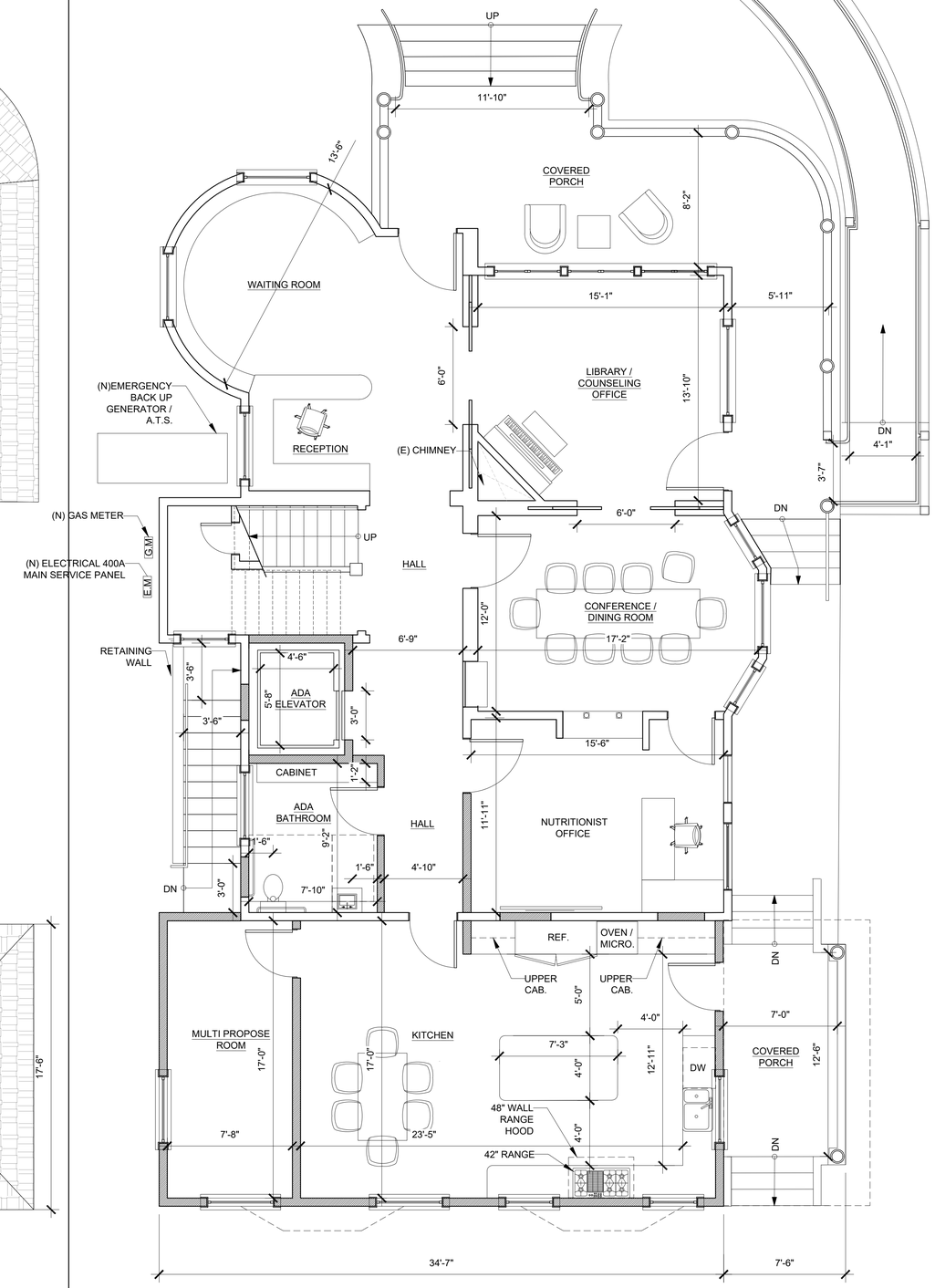
A-1.0



3 BASEMENT PLAN — SCALE 1/4"= 1'-0"



2 SECOND FLOOR PLAN — SCALE 1/4"= 1'-0"



WALL LEGEND
- (E) WALL TO REMAIN
- (E) WALL TO BE REMOVED
- NEW WALL

N

1 FIRST FLOOR PLAN — SCALE 1/4"= 1'-0"

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ARCHITECTURAL FLOOR PLAN

Revisions:

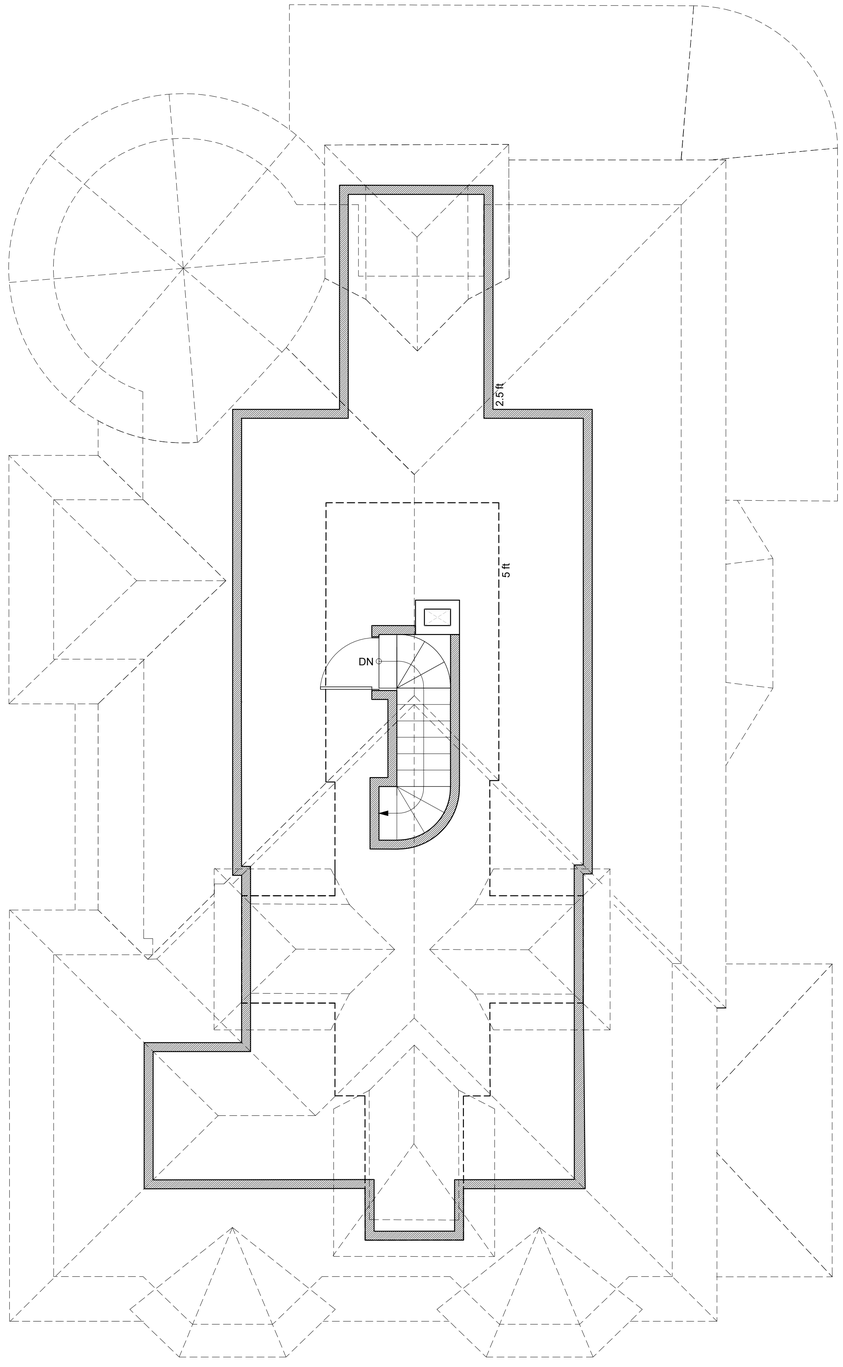
Scale: 1/4" = 1'-0"

Date: 11/6/20

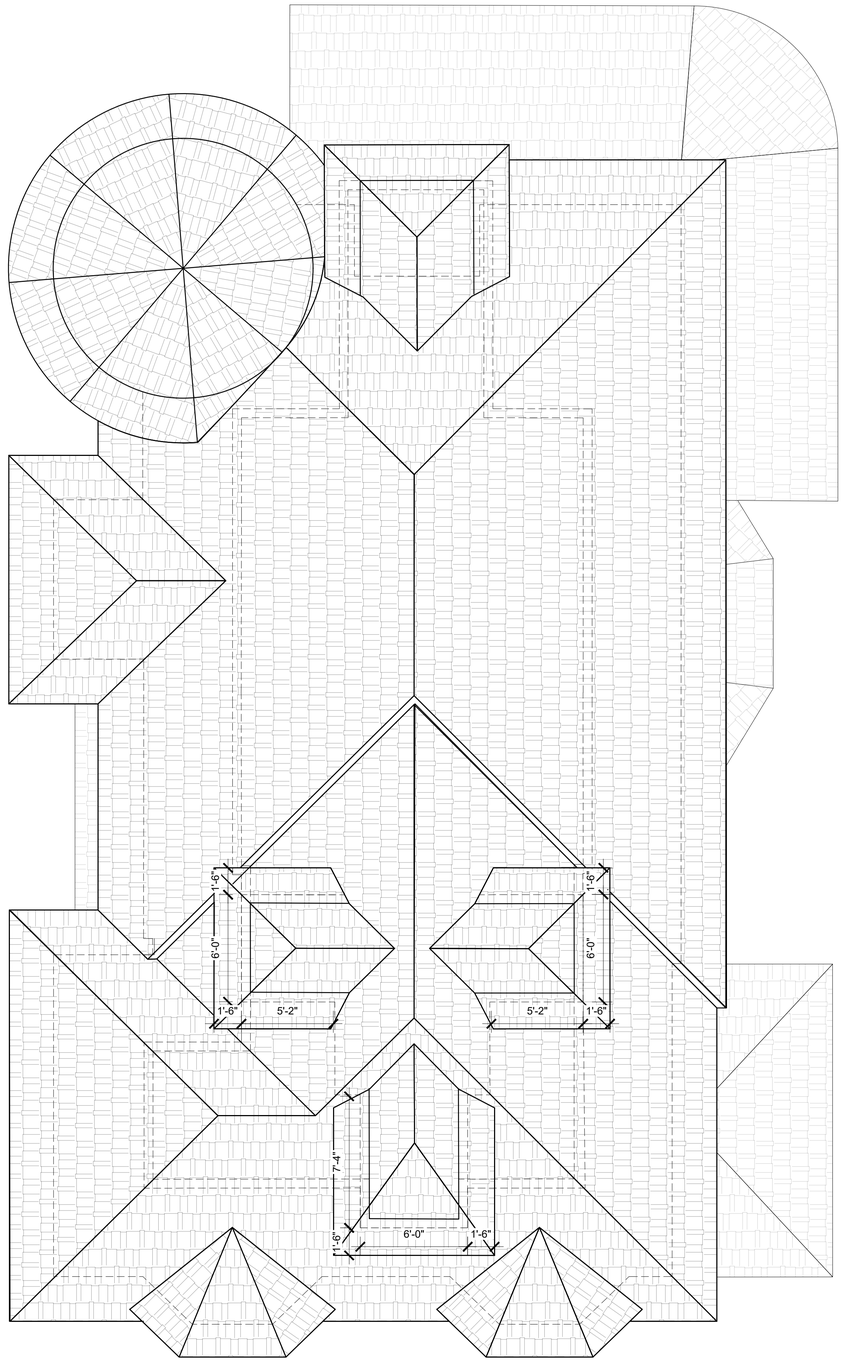
Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number
A-2.0



2 ATTIC PLAN SCALE 1/4"= 1'-0"



1 ROOF PLAN SCALE 1/4"= 1'-0"

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ROOF / ATTIC PLAN

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-3.0



2 NORTH ELEVATION — SCALE 1/4"= 1'-0"

ELEVATIONS KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
5	(N) WOOD HORIZONTAL SIDING TO MATCH (E)
6	(E) HORIZONTAL BELT COURSE TRIM PAINT FINISH
7	(N) HORIZONTAL BELT COURSE TO MATCH (E)
8	(E) ARCHITECTURAL COLUMNS - RESTORE AS REQUIRED
9	(N) TURNED SOLID WOOD ARCHITECTURAL COLUMNS TO MATCH (E) PAINT FINISH
10	(E) GUARDRAIL (N) PAINT FINISH
11	(N) GUARDRAIL TO MATCH (E)
12	(N) CONCRETE ADA COMPLIANT RAMP SLOPE NOT TO EXCEED 8.3%
13	(E) RAFTER TAIL (N) PAINT FINISH
14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN



1 EAST ELEVATION — SCALE 1/4"= 1'-0"

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ELEVATIONS

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-4.0



2 | WEST ELEVATION | SCALE 1/4"= 1'-0"



1 | SOUTH ELEVATION | SCALE 1/4"= 1'-0"

ELEVATIONS KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
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13	(E) RAFTER TAIL (N) PAINT FINISH
14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ELEVATIONS

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-5.0



PERSPECTIVE KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
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14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

2 NORTHEAST PERSPECTIVE VIEW FROM ALABAMA ST. NO SCALE



1 SOUTHEAST PERSPECTIVE VIEW FROM BARTON RD. NO SCALE

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
PERSPECTIVES

Revisions:

Scale: NO SCALE

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-6.0



PERSPECTIVE KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
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14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

1 SOUTHWEST PERSPECTIVE VIEW — NO SCALE

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1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
PERSPECTIVES

Revisions:

Scale: NO SCALE

Date: 11/6/20

Drawn By:
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Checked By:
Shan McNaughton, AIA

Sheet Number

A-7.0

California Water Conservation Ordinance

Eto 55.6

Domestic Water

MAWA

	Eto	Sq. Ft.	% of ET	gallon conversion	total gallons
landscape area	55.6	**11949**	0.45	0.62	185,357.67
Special Landscape Area	55.6	**1260**	1	0.62	43,434.72
		13209			MAWA = 228,792.39

EAWU

	Eto	Sq. Ft.	PF % of ET	gallon conversion	I.E.	total gallons
Turf spray	55.6	**0**	0.8	0.62	0.65	0.00
Turf rotor	55.6	**0**	0.7	0.62	0.8	0.00
Turf Drip	55.6	**2417**	0.7	0.62	0.9	64,803.53
Shrub spray	55.6	**0**	0.4	0.62	0.65	0.00
Shrub rotor	55.6	**0**	0.4	0.62	0.8	0.00
Tree Bubbler	55.6	**0**	0.4	0.62	0.9	0.00
Drip	55.6	**10792**	0.2	0.62	0.9	82,671.52
		13209			EAWU =	147,475.05

ETAF = Evapotranspiration Adjustment Factor

.55	Residential
.45	Commercial
1	Recycled Water

Plant Factor (WUCOLS)
Water Use Classification of Landscape Species

0 - 0.1 = Very Low Water Use Plants
0.1 - 0.3 = Low Water Use Plants
0.4 - 0.6 = Moderate Water Use Plants
0.7 - 1.0 = High Water Use Plants

I.E. = Irrigation Efficiency

spray	0.65
rotor	0.8
drip / bubbler	0.9

WATER CONSERVATION STATEMENT:

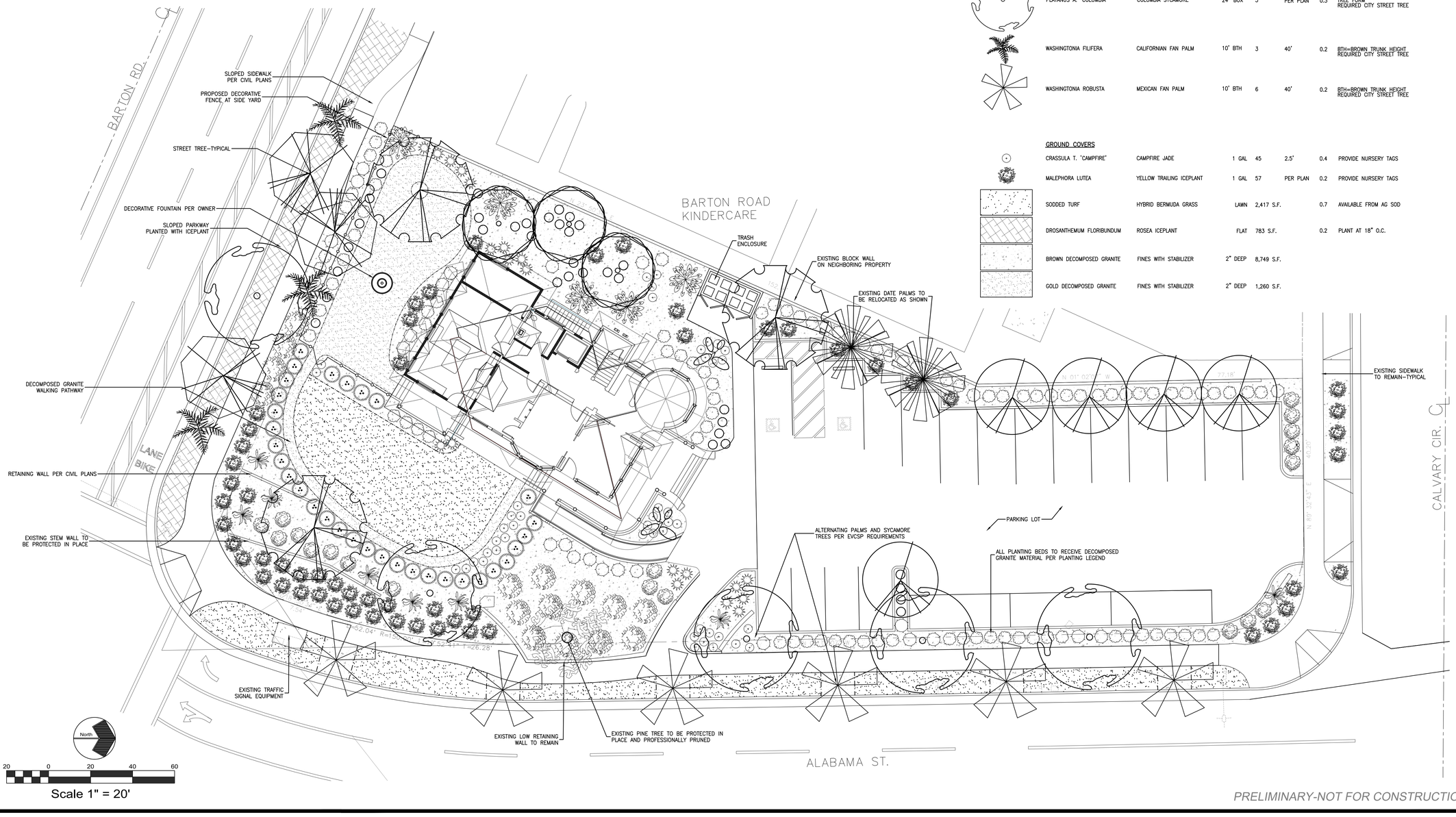
FINAL LANDSCAPE PLANS MEET ALL WATER CONSERVATION REQUIREMENTS SET FORTH IN BOTH THE CITY AND STATE ORDINANCES. THE FINAL PLANS WILL ACHIEVE THESE GOALS THROUGH THE USE OF HIGHLY EFFICIENT DRIPLINES AND/ OR EMITTERS AND TREE BUBBLERS TO ALL PLANTED AREAS, COMBINED WITH A "SMART" E.T. BASED CONTROLLER AND RAIN SHUT-OFF DEVICE. THE CONTROLLER WILL RECEIVE E.T. INFORMATION THAT WILL ALLOW THE CONTROLLER TO UP-DATE R.C.V. RUN TIMES ON A DAILY BASIS THEREBY REDUCING THE NEED FOR MANUALLY ADJUSTING THE CONTROLLER FOR WEEKLY OR SEASONAL WEATHER CHANGES

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES
	SHRUBS						
	AGAVE CELSII ALBICANS	WHITE AGAVE	15 GAL	8	PER PLAN	0.2	PROVIDE NURSERY TAGS
	ALOE BREVIFOLIA	SHORT-LEAF ALOE	5 GAL	35	2.5'	0.2	PROVIDE NURSERY TAGS
	ALOE NOBILIS	GOLD-TOOTHED ALOE	5 GAL	20	2.5'	0.2	PROVIDE NURSERY TAGS
	BOUGAINVILLEA 'RASPBERRY ICE'	DWARF VARIEGATED BOUGAINVILLEA	5 GAL	19	4'	0.2	PROVIDE NURSERY TAGS
	BUXUS M. J. 'GREEN BEAUTY'	GREEN BEAUTY BOXWOOD	1 GAL	5	PER PLAN	0.3	PROVIDE NURSERY TAGS
	COTONEASTER D. 'CORAL BEAUTY	CORAL BEAUTY COTONEASTER	1 GAL	15	8'	0.3	PROVIDE NURSERY TAGS
	CRASSULA O. 'TRICOLOR'	TRICOLOR JADE	5 GAL	92	3.5'	0.2	PROVIDE NURSERY TAGS
	ECHIUM CANDICANS	PRIDE OF MADEIA	1 GAL	3	PER PLAN	0.2	PROVIDE NURSERY TAGS
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	30	PER PLAN	0.2	PROVIDE NURSERY TAGS

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES
	TREES						
	BAUHINIA VARIEGATA	PURPLE ORCHID TREE	24" BOX	3	30'±	0.3	TREE FORM REQUIRED CITY STREET TREE
	BEAUCARNEA RECURVATA	BOTTLE PALM	24" BOX	2	PER PLAN	0.1	NATURAL MULTI-STEM-MIN. 3 TRUNKS
	HYMENOSPORUM FLAVUM	SWEETSHADE	24" BOX	5	20'	0.2	LOW BRANCHED
	JACARANDA MIMOSIFOLIA	JACARANDA	48" BOX	3	PER PLAN	0.3	NATURAL MULTI-STEM-MIN. 3 TRUNKS
	PHOENIX CANARIENSIS (EXISTING)	CANARY ISLAND DATE PALM	25'± BTH	2	PER PLAN	0.2	RELOCATE WHERE INDICATED FROM ON-SITE LOCATION
	PITTOSPORUM PHILLYREOIDES	DESERT WILLOW	15 GAL	3	PER PLAN	0.2	LOW BRANCHED
	PLATANUS A. 'COLUMBIA'	COLUMBIA SYCAMORE	24" BOX	5	PER PLAN	0.3	TREE FORM REQUIRED CITY STREET TREE
	WASHINGTONIA FILIFERA	CALIFORNIAN FAN PALM	10' BTH	3	40'	0.2	BTH=BROWN TRUNK HEIGHT REQUIRED CITY STREET TREE
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	10' BTH	6	40'	0.2	BTH=BROWN TRUNK HEIGHT REQUIRED CITY STREET TREE
	GROUND COVERS						
	CRASSULA T. 'CAMPFIRE'	CAMPFIRE JADE	1 GAL	45	2.5'	0.4	PROVIDE NURSERY TAGS
	MALEPHORA LUTEA	YELLOW TRAILING ICEPLANT	1 GAL	57	PER PLAN	0.2	PROVIDE NURSERY TAGS
	SODDED TURF	HYBRID BERMUDA GRASS	LAWN	2,417 S.F.		0.7	AVAILABLE FROM AG SOD
	DROSANTHEMUM FLORIBUNDUM	ROSEA ICEPLANT	FLAT	783 S.F.		0.2	PLANT AT 18" O.C.
	BROWN DECOMPOSED GRANITE	FINES WITH STABILIZER	2" DEEP	8,749 S.F.			
	GOLD DECOMPOSED GRANITE	FINES WITH STABILIZER	2" DEEP	1,260 S.F.			



UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

PRELIMINARY-NOT FOR CONSTRUCTION

REGISTERED LANDSCAPE ARCHITECT SHAWN T. BURCH exp. date 2726 STATE OF CALIFORNIA

LOW VOLTAGE LIGHTING
43-103 SOUTH 15TH STREET
INDIO, CALIFORNIA 92201
PH (909) 798.7450 / FAX (909) 307.8035
CA LIC. NO. 6729 NV LIC. NO. 1466
STB LANDSCAPE ARCHITECTS, INC. IRRIGATION CONSULTANTS WATER FEATURE DESIGNS
LANDSCAPE ARCHITECTURE

CONCEPTUAL LANDSCAPE PLAN

CALVARY CIRCLE PROFESSIONAL BUILDING
REDLANDS, CA

REVISIONS

DRAWN BY	CAD
DESIGNED BY	S.T.B.
CHECKED BY	C.R.
DATE	1/20/21
JOB NO.	18-50
SCALE	1"=10'
SHEET	1
	OF 1 SHEETS

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	GOLD DECOMPOSED GRANITE	FINES WITH STABILIZER	2" DEEP	1,260 S.F.			

REGISTERED LANDSCAPE ARCHITECT SUSAN T. BURTON exp. date signature No. 2725 STATE OF CALIFORNIA

LOW VOLTAGE LIGHTING
15 SOUTH 5TH STREET
REDLANDS, CALIFORNIA 92373
PH (909) 798-7400 FAX (909) 307-8828
E-MAIL: STB@STBLA.COM
LANDSCAPE ARCHITECTS, INC. LANDSCAPE ARCHITECTURE IRRIGATION CONSULTANTS WATER FEATURE DESIGNS

CONCEPTUAL LANDSCAPE PLAN

CALVARY CIRCLE PROFESSIONAL BUILDING

REDLANDS, CA

REVISIONS

DRAWN BY	CAD
DESIGNED BY	S.T.B.
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RESOLUTION NO. 8323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1107 FOR THE ADAPTIVE REUSE OF THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Conditional Use Permit No. 1107 is a proposal to rehabilitate and adaptively reuse an existing single family dwelling as a medical office and construct a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet) on the Property; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Conditional Use Permit No. 1107 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Project was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the Applicant, and testimony by members of the public;

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

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Conditional Use Permit No. 1107 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council hereby approves Conditional Use Permit No. 1107 for the Project, subject to the conditions of approval identified in Exhibit "A," Exhibit "B," and Exhibit "C" of this Resolution, and based upon the following findings:

A. That the proposed development will not adversely affect the applicable land use plans of the city;

The proposed development will be consistent with the Administrative Professional District (EV/AP) of the East Valley Corridor Specific Plan and will establish a use that is permitted by right. The design of the project has incorporated the recommendations of the Secretary of the Interior's Standards for the Treatment of Historic Properties to ensure the retention of the property's historic integrity while implementing an adaptive reuse project for a non-residential use in a residential building. The project will comply with all applicable land use plans of the city, including the Specific Plan and the City's General Plan.

B. That the proposed development will not be detrimental to the public health, safety and welfare;

The proposed development will not be detrimental to the public health, safety and welfare. The project will rehabilitate the existing structure to current Historic Building Code and Fire Code requirements, will establish a permitted use in an existing building that has remained vacant for several years, the building will be updated to provide ADA accessible access, and the site plan has been designed to ensure vehicular and pedestrian safety. As a permitted use, the establishment of a medical office will be consistent and compatible with the surrounding uses in the area.

C. That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards;

The proposed development will comply, to the maximum extent feasible, with the regulations of the city's general plan, zoning district, and development standards. A variance and historic parking modification have been included in the project's overall scope to provide relief to development standards with unique site constraints to promote historic preservation. The use will be consistent with the zoning designation and general plan designation, and appropriate adaptive reuse of historic properties is encouraged through policies within the City's General Plan.

D. That the proposed development is appropriate at the proposed location.

The proposed development is appropriate at the proposed location. The property has been zoned Administrative Professional (EV/AP) since the East Valley Corridor Specific Plan's adoption in 1989, the new use is permitted in the zoning designation, and the use is compatible with the surrounding commercial, institutional, and high density residential uses.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

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 19th day of April, 2022, by the following vote:

AYES:	Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT NO. 1107

1. This approval is to rehabilitate and adaptively reuse an existing single family dwelling as a medical office and construct a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet) on a 19,970 square foot lot, located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

2. Unless construction has commenced pursuant to the issuance of a building permit, or a time extension is granted in accordance with Code, this approval of the Conditional Use Permit shall expire two (2) years from the date of Planning Commission approval.

3. This permit/approval is granted for the project plans dated February 18, 2021 ("the plans") on file with the Planning Division. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

4. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code and the East Valley Corridor Specific Plan (Specific Plan No. 40).

5. The issuance of any permits shall comply with all applicable provisions of the Redlands California Fire Code and the California Historic Building Code currently in effect.

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

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

8. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

9. The applicant shall apply for a demolition permit, which is to be reviewed by the Planning Division.

10. The applicant shall obtain approval of a Certificate of Appropriateness, prior to issuance of building permits for exterior improvements. All exterior improvements shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City's Historic Design Manual.

11. The applicant shall comply with all applicable provisions of Section 18.224.020

(Transportation Control Measures) of the Redlands Municipal Code.

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

13. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by 7 the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

14. Plans submitted by the applicant with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction.

15. The property owner or operator may not modify any use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

16. All on-site utilities shall be placed underground except power poles for lines over 66 KV. Plans shall be submitted that detail the undergrounding of all on-site utilities, subject to review and approval by the Development Services Director, prior to issuance of building permits.

17. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

18. Ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

19. During the plan check review process, the applicant shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. Walkway lighting shall have a maximum height of 12 feet and all parking lot lighting shall have a maximum height of 30 feet.

20. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee.

21. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

22. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

23. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

24. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

25. The Final Landscape Plans shall incorporate the following:

a. The landscape plan shall comply with all requirements for landscaping in parking lots pursuant EV4.0255 of the East Valley Corridor Specific Plan or other Specific Plan.

b. The landscape plan shall be detailed and show the specific distribution, size, and amount of each species of trees, shrubs, and groundcover;

c. All plant material shall be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three (3) years;

d. Trees with a trunk height of not less than six feet (6') shall be installed in the planters at each end of an aisle, at three (3) space intervals throughout the parking area, and at twenty-foot (20') intervals along the periphery of the parking area. Within parking areas, trees may be clustered in groups to achieve a more natural setting provided the total number of trees meets the previous planting requirements;

e. At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the parking area;

f. At least fifty percent (50%) of the trees shall be fifteen (15) gallon in size, twenty five percent (25%) shall be twenty-four-inch (24") box size, and twenty five percent (25%) shall be thirty-six-inch (36") box in size. All trees shall meet the following minimum caliper sizes. If the caliper size cannot be met at the container size, then the developer shall increase the container size to meet the required caliper;

g. All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/developer shall be in violation of its conditions of approval and subject to enforcement as allowed by law;

h. All landscape planters that are ten feet (10') or less in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots; and

i. An automatic irrigation system shall be utilized to irrigate the site's approved landscape design.

j. Where automobile bumpers overhang landscaped planters, two feet (2') of clear areas unobstructed by trees or shrubs shall be provided for overhang.

k. A solid hedge row to be maintained at a height of 3 feet, upon maturity, shall be planted adjacent to West Park Avenue and Iowa Street, where adjacent to the public right-of-way to screen the parking lot.

26. The landscape architect responsible for the design of the project's landscape plan shall review and certify, prior to a request by the applicant for a final occupancy inspection, that the installed landscaping meets the specifications of the approved landscape plan, except as modified in the conditions of approval.

27. Before placing or constructing any signs on the project property, the applicant shall obtain a sign permit from the City. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

28. Prior to the construction or installation of any monument sign, or issuance of the permits for such, the applicant shall submit and obtain approval of a Commission Review and Approval with the Planning Commission.

29. Prior to the issuance of building permits, ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

30. In the event of an accidental discovery or recognition of any human remains or funerary objects, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

    A. There shall be no further excavation or disturbance of the site or any nearby area (within a 100-foot buffer of the find), as reasonably suspected to overlie adjacent human remains, until the City of Redlands Police Department and San Bernardino County Coroner are contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resource Code Section 11 5097.98, or

    B. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance:

        - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission;
        - The descendent identified fails to make a recommendation; or
        - The landowner or his authorized representative rejects the recommendation

of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

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

32. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    a. Municipal Utilities & Engineering Department (Exhibit B)
    b. Fire Department (Exhibit C)

Brian Desatnik
Development Services Director

EXHIBIT "B"

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL

[ATTACHED]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1107

Date of P.C. Meeting:	**February 22, 2022**
Applicant:	**Shan McNaughton**
Location:	**1605 Calvary Circle**
Project Description:	**Rehabilitate and Adaptively Reuse an Existing Single Family Dwelling as a Medical Office**

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

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

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

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

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

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

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

No map is required for this application.

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

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

2. Plans required to be submitted shall include:
   a. Grading;
   b. Erosion Control; and
   c. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List.

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

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

5. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

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

7. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)

- Water Capital Improvement Charge; (RMC 3.48)
- Water Source Acquisition Charge; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44) and
- Solid Waste Capital Improvement Charge. (RMC 3.70)

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

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

10. Requirements for Alabama Street (RMC 18.192.050):

    a. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

11. Requirements for Barton Road (RMC 18.192.050) :

    a. Construct standard sidewalk along the entire street frontage and connect to existing sidewalk west of project site. Provide pedestrian guard rail as needed and as accepted by the City Engineer;
    b. Construct ramps at all curb returns;
    c. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    d. Construct underwalk drain, if necessary; and
    e. Install commercial fire hydrants as required by the Redlands Fire Department.

12. Requirements for Calvary Circle (RMC 18.192.050) :

    a. Provide truncated domes at existing ADA ramp;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

13. Provide for adequate drainage facilities. (RMC 192.050)

14. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power poles that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a street light may be required to install a standard street light, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 18.192.050)

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

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

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

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

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION (Irrigation, if requested).

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

2. Water Source Acquisition Charge; (RMC 13.40)

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

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

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

2. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-

227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Donald P Young

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

AC

Initial

FILE: CUP 1107

EXHIBIT "C"

FIRE DEPARTMENT
CONDITIONS OF APPROVAL

[ATTACHED]

Title: Development Guidelines

Number: FG-100 **Revision: A** **Date:** 09-30-15

Scope: To provide a general guideline of fire department standards and overall project development.

Description: General guidelines for project development with the City of Redlands Fire Department.

Case #: 1107 Reviewed By: PKOM Date: 9/8/18

PROJECT SITE: 1605 Calvary Circle

GENERAL REQUIREMENTS:

- ☒ The Fire Department plan review encompasses the Architectural plans only. Fire sprinkler system, fire alarm system, underground fire service main and hydrants, high-piled storage configuration or any other fire protection system or required fire department permits require a separate deferred plan submittal and are not encompassed in this plan review or approval.
- ☒ The developer shall provide for adequate fire flow. Minimum fire flow requirements shall be based on square footage, construction features, and exposure information supplied by the developer and **must** be available **prior** to placing combustible materials on site in accordance with the California Fire Code.
- ☒ Construction documents shall be in accordance with section 105.4 of the California Fire Code. Construction documents shall be submitted in such form and detail to ascertain by review whether the work indicated and described is in accordance with the requirements of the code. The City of Redlands Building and Safety Department provides a handout for tenant improvement plan check requirements. While this document shall serve as guidance, it is not the intent of this document to be all encompassing. It is incumbent upon the design professional to provide the needed information on the plans.

HYDRANTS:

- ☒ Public fire hydrants are required along streets at intervals not to exceed 300 feet for the commercial and multi-residential areas and at intervals not to exceed 600 feet for residential areas.

- [x] Fire hydrant minimum flow rates of 1,500 gpm at a 20 psi minimum residual pressure are required for commercial and multi-residential areas. Minimum for hydrant flow rates of 1,000 gpm at a 20 psi minimum residual are required for residential areas.
- [ ] A hydrant shall be within 50 feet of all Fire Department Connections.
- [ ] Private fire hydrants shall be installed to protect each building located more than 150 feet from the curb line. No fire hydrants should be within 40 feet of any exterior wall.

FIRE DEPARTMENT ACCESS:

- [ ] Provide two separate, dedicated routes of ingress/egress to the property entrance. The routes shall be paved, all weather.
- [x] Provide an access road to each building for fire apparatus. Access roadway shall have an all-weather driving surface of or less than 20 feet of unobstructed width.
- [ ] Extend roadway to within 150 feet of all portions of the exterior wall of all single story buildings.
- [ ] Extend roadway to within 50 feet of the exterior wall of all multiple-story buildings.
- [x] Access will not have an up or downgrade of more than 12%. Access will not be less than 20 feet in width, with approved turnouts or 20 feet without turnouts and will have vertical clearance of 15 feet. Access will be free of sharp confined turns and will be designed to withstand the weight of any type of emergency vehicle. Access will have a turning radius of 45 feet capable of accommodating fire apparatus.
- [ ] An approved turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.
- [ ] Turnouts shall be a minimum of 10 feet wide and 30 feet in length, with a minimum of 25 feet taper on each end.
- [ ] Driveways exceeding 100 feet in length, but less than 600 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 600 feet in length, turnouts shall be provided no more than 300 feet apart.
- [ ] Streets and cul-d-sacs serving commercial development shall be a minimum of 26 feet wide. Roadways serving buildings 30 feet and greater in height shall be a minimum of 30 feet wide to accommodate aerial truck operations.
- [ ] All proposed traffic calming elements shall be submitted to the fire department for review and approval prior to installation.

SITE:

- [x] All access roads and streets are to be constructed and usable prior to combustible construction and shall meet the requirements of the adopted ordinance.

- ☐ Two points of connection are required for projects that require a total demand of 3000 gallons per minute for duration of three (3) hours at twenty (20) pounds per square inch.
- ☒ During the construction of this project the site address shall be clearly visible at the job site entrance. Clear and present addressing will enable emergency services equipment and inspectors to locate the job site from the public street. Address numbers shall be a minimum of 24 inches in height. Fire safety during construction shall be in accordance with the California Fire Code.
- ☐ The developer shall provide temporary turn-around for cut-off streets created by project phasing.

BUILDING:

- ☒ Address numerals shall be installed on the building at the front and visible from interior access roadways.
- ☐ New residential buildings that contain two or less dwelling units shall have minimum four (4) inch high numbers with a minimum stroke width of one-half (1/2) inch, and shall be internally illuminated by means of a low voltage power source during the hours of darkness.
- ☐ Where setbacks exceed 100 feet from the street or road, additional non-illuminated four (4) inch numbers shall be displayed at the property entrance.
- ☒ Commercial buildings shall have a minimum of eight (8) inch high numbers, with a minimum stroke width of one (1) inch. Commercial buildings with a total floor area of 100,000 square feet or greater, shall have a minimum of twelve (12) inch high numbers, with a minimum stroke width of one and one half (1 ½) inch. and be illuminated during the hours of darkness.
- ☐ A fire control room for fire department operations shall be provided on all Group M,F,S-1 or S-2 greater than 50,000 square feet.. The location and accessibility of the fire control room shall be approved by the fire code official.
- ☐ Fire extinguishers must be installed prior to the building being occupied. The minimum rating for any fire extinguisher is **2A 10B/C**. Minimum distribution of fire extinguishers must be such that no interior part of the building is over 75 feet travel distance from a fire extinguisher.
- ☐ All buildings, over 200 square feet, shall be equipped with an automatic fire sprinkler system designed to NFPA standards. This includes existing buildings with a 50% remodel, and any change in use over 5,000 square feet.
- ☐ Provide and show on plans; As a result of fire and ensuing demolition the project will require fire sprinklers to be installed throughout the building.
- ☒ Submit plans for the fire protection to the Fire Department prior to beginning construction of the system. Permit required.
- ☐ Tenant improvements in all sprinklered buildings are to be approved by the Fire Department prior to start of construction. Permit required.

Fire Sprinklers required in any building that goes from an R to a commercial occupancy (Adaptive Reuse) RMC 15.20.460 throughout the entire structure.

- ☐ Provide fire alarm (required throughout). Plans must be approved by the Fire Department prior to start of installation. Permits required.
- ☐ Fire Code Permit required contact (909) 798-7601.
- ☐ Fire Sprinkler monitoring required. Plans must be approved by the Fire Department prior to the start of construction. Permit required.
- ☐ Occupant load shall be approved by the Fire Department and shall be provided on all plans.
- ☒ Knox box is required. The proposed project requires the installation of a Fire Department Emergency Key Box to be installed on the exterior of the building at a location approved by the Fire Code Official. Applications may be obtained at the Fire Department Administrative offices.
- ☐ Knox- FDC Plugs. The proposed project required the installation of Fire Department Connection (FDC) locking caps to protect against vandalism. Applications for caps may be obtained at the Fire Department Administrative offices.
- ☐ An Underwriters Laboratory (UL) hood and duct fire extinguishing system shall be installed over the cooking equipment. Permit required.
- ☐ Provide and show on plans a complete and detailed landscaping plan that complies with the provisions of the Wildland-Urban Interface (WUI).
- ☐ Provide and show on plans a note indicating that this project is being constructed within the High Fire Severity Zone (HFSZ) and must meet all applicable fire and building codes.
- ☐ The Fire Department plan review encompasses general provisions only. The submittal of a high-piled combustible storage plan is required prior to the final acceptance of rack installation. Complete the fire department "High-Piled Combustible Storage (FP-212) worksheet for the proposed storage. The storage rack installation must support the proposed commodity in accordance with the California Fire Code as well as the National Fire Protection Association (NFPA) standard. The attached worksheet will help ensure that all information regarding the commodity, facility, and racks is provided.

- ☐ Project is within our High Fire Severity Area and requires compliance with California Building Code 7A with construction, decks, and vegetation management.

- ☐ All landscaping shall comply with the provisions of the Wildland-Urban Interface (WUI) and the High Fire Hazard Area. A deferred set of plans shall be provided to fire for plan review and inspection.

RESOLUTION NO. 8324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING VARIANCE NO. 799 RELATING TO A FRONT YARD AND PARKING LOT SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Variance No. 799 is a proposal for a reduction in the front yard setback requirement (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate required ADA accessibility, and a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the Property; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Variance No. 799 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for Variance No. 799 was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

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

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Variance No. 799 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council of the City of Redlands hereby approves Variance No. 799 for the Project subject to the conditions of approval identified in Exhibit "A" of this Resolution, and based upon the following findings:

A. That there are exceptional or extraordinary circumstances or conditions applicable to the Property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone;

There are exceptional and extraordinary circumstances that are applicable to the Property. The Property was subdivided prior to the area's transition to commercial, office, and high density residential, without the foresight of adaptive reuse. As such, the Property is uniquely shaped, with a narrow portion intended to provide access to Calvary Circle. The Property is also uniquely adjacent to three public rights-of-way, including Calvary Circle to the north, Alabama Street to the east, and Barton Road to the south, which require the Property to comply with three larger street-side setbacks, thus limiting the available building area on the Property. The site is also sloped, with a 6 foot increase in elevation from north to south, over approximately 230 linear feet. Furthermore, the site must be designed around an existing building, requested for designation as a historic resource, in order to retain the historic integrity of the building. This combination of Property constraints is unique to this Property, in comparison to properties within the same vicinity and zone.

B. That such variance is necessary for the preservation and enjoyment of a substantial Property right possessed by other properties in the same vicinity and zone district, but which is denied to the Property in question;

The variance is necessary for the Property to establish a use that is permitted by right within the underlying zoning designation. The adaptive reuse of this Property by establishing a medical office in an existing single family dwelling will require site improvements, related to the Property's conversion to commercial office, including on-site parking, landscaping, ADA improvements, and a refuse enclosure. These requirements cannot be completed without the approval of the variance application. Other properties in the same vicinity and zone do not have a requirement for three large street-side setbacks, which is a physical constraint on the subject Property that is inhibiting its ability to be developed to the same extent as other properties. As such, the use and development of the Property with a permitted use, allowed in the same vicinity and zone district, would be denied to the Property in question without the approval of a variance.

C. That the granting of such variance will not be detrimental to the public welfare or injurious to the Property or improvements of others in the vicinity;

The granting of such a variance will not be detrimental to the public welfare or injurious to the Property or improvement of others in the vicinity. The reduced parking lot setback and building setback for the construction of an ADA-compliant accessible ramp will not create situations that are dangerous or harmful to the public. Additionally, the variance would not affect the Property or improvements of others in the vicinity, as the variance is limited to on-site improvements that are related to this specific Property.

D. That the granting of such variance will not adversely affect the general plan of the city of Redlands.

Variance No. 799 will not adversely affect the City's General Plan. Appropriate adaptive reuse projects is encouraged in the City General Plan's policies as a mechanism to promote historic preservation. The approval of Variance No. 799 will support the adaptive reuse project and allow for it to occur. The variance will not conflict with the City's General Plan or any of its policies.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

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 19th day of April, 2022, by the following vote:

AYES:	Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL
VARIANCE NO. 799

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

2. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval, on April 5, 2024.

3. This approval is for Variance No. 799 to allow a reduction in the front yard setback (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate ADA accessibility, and a recommendation for a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

4. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff.

5. A building permit shall be obtained prior to the construction of any structure.

6. No Certificate of Occupancy or finaled building permit shall be granted until all conditions of approval have been satisfied.

7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design without first consulting with the Development Services Director or his designee.

8. The applicant for this subdivision, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

Brian Desatnik
Development Services Director

RESOLUTION NO. 8325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A HISTORIC PARKING MODIFICATION NO. 31 IN CONNECTION WITH THE ADAPTIVE REUSE OF THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Historic Parking Modification No. 31 is a request to reduce the landscaping planter width from 5'0" to 3'0", reduce the driveway width from 26'0" to 20'4", waiving loading space requirements, allow four (4) compact parking stalls for the adaptive reuse of the structure as a medical office; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Variance No. 799 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Amendment was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

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

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Historic Parking Modification No. 31 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council of the City of Redlands hereby approves Historic Parking Modification No. 31 for the Project subject to the conditions of approval identified in Exhibit "A" of this Resolution, and based upon the following findings:

A. The proposed parking modification and use of the historic structure is necessary or desirable for the development of the community, is in harmony with the various elements and objectives of the general plan, and is not detrimental to existing uses or to uses specifically permitted in the zone;

The parking modification is necessary to ensure the adaptive reuse of the existing single family dwelling as a medical office will be able to meet their minimum parking requirement on-site. The use of the historic structure as a medical office is necessary and desirable for the development of the community, as it allows the property to transition to a use permitted by right in the zoning designation. It is in harmony with the various elements and objectives of the general plan, which encourage appropriate adaptive reuse projects, and is not detrimental to existing uses or uses specifically permitted in the zone. With the parking modification, as proposed, the Project will not require a reduction in parking stalls, will not need to rely on parking located within the public right-of-way or rely on off-site parking agreements.

B. That approving the proposed parking modification and use will significantly improve the possibility that the structure will be preserved and maintained as a historic structure;

The approval of the parking modification will significantly improve the possibility that the structure will be preserved and maintained as a historic structure. The property, as part of the Project as a whole, is requesting historic designation. Additionally, the Project will allow the conversion of the property to a medical use, complete the rehabilitation to the existing building, and allow the building, which has been vacant for several years, to be occupied by a new office tenant.

C. That the required parking cannot be provided without the approval of the requested modification;

The Project's ability to meet the required parking is contingent on the approval of the historic parking modification, as requested. Due to the limitations of property size and configuration, as well as the limited available area to construct parking and landscaping improvements, the more flexible regulations under the modification will allow the property to comply with requirements and meet their minimum parking requirements.

D. That all on-site parking lots will function safely;

The on-site parking lot will function safety. All parking stalls meet the minimum requirements for standard and compact parking stalls in the RMC, and the drive aisle will comply with the 26 foot minimum requirement for 2-way traffic. The design has also been reviewed by the City's Municipal Utilities and Engineering Department and Fire Department.

E. That approval of the parking modification will not harm the integrity of the historic structure or the surrounding neighborhood;

The parking modification will not harm the integrity of the historic structure or the surrounding neighborhood, as the Project has been designed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and provides flexibility in parking standards to ensure the integrity may be maintained.

Section 3. Effective date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

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 19th day of April, 2022, by the following vote:

AYES: Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

EXHIBIT "A"

CONDITIONS OF APPROVAL
HISTORIC PARKING MODIFICATION NO. 31

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

2. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval, on April 5, 2024.

3. This approval is for Historic Parking Modification No. 31 to allow for the following modifications for the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

   A. Allow a reduction in the width of landscape planters to 3 feet
   B. Allow up to 4 compact parking stalls, without requiring twenty five full sized spaces
   C. Allow for the deletion of the loading space requirements for historic structures having less than 6,000 square feet of gross floor area;
   D. Allow the reduction of driveway approach from 26 feet to approximately 20'4" feet.

4. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff.

5. A building permit shall be obtained prior to the construction of any structure.

6. No Certificate of Occupancy or finaled building permit shall be granted until all conditions of approval have been satisfied.

7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design without first consulting with the Development Services Director or his designee.

8. The applicant for this subdivision, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its

defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

9. The property owner or operator may not modify any use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

_____

Brian Desatnik
Development Services Director

RESOLUTION NO. 8572

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A ONE-YEAR EXTENSION OF TIME TO THE EXPIRATION DATE FOR CONDITIONAL USE PERMIT NO. 1107 AND ASSOCIATED ENTITLEMENTS PERTAINING TO THE ADAPTIVE REUSE OF A SINGLE-FAMILY DWELLING LOCATED AT 1605 CALVARY CIRCLE.

WHEREAS, Guadalupe Cobanov, property owner and applicant, has submitted an application for Extension of Time No. 1 to construct the project approved with Conditional Use Permit No. 1107 for a physician's office and medical clinic located at 1605 Calvary Circle (APN: 0293-133-13-0000); and

WHEREAS, on April 19, 2022, the Redlands City Council held a public hearing and adopted Resolution Nos. 8321, 8322, 8323, 8324, and 8325 to approve Historic Resource Designation No. 135, Amendment 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, and Historic Parking Modification No. 31 for the project; and

WHEREAS, Redlands Municipal Code section 18.192.090 permits an applicant to request a one-year extension of time to extend the expiration date for a Conditional Use Permit, provided the total number of such one-year extensions does not exceed three; and

WHEREAS, the applicant intends to develop the project approved by Conditional Use Permit No. 1107, and filed an Extension of Time application prior to the entitlement's expiration date in accordance with the Redlands Municipal Code; and

WHEREAS, on April 16, 2024, the City Council determined that the approval of the requested one-year extension of time is in the best interests of the public health, safety, and general welfare.

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

SECTION 1. California Environmental Quality Act. Approval of this Resolution is exempt from further environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act, as there is no possibility of any potentially significant environmental effects as a result of the time extension. City Council Resolution No. 8323 was adopted on April 19, 2022, and determined the project was exempt from environmental review in accordance with the California Environmental Quality Act (Sections 15061(b)(3), 15301, 15305, and 15331 of the CEQA Guidelines).

SECTION 2. Approval of Extension of Time. The proposed one-year extension of time for Conditional Use Permit No. 1107, with associated entitlements, is hereby approved in accordance with Redlands Municipal Code Section 18.192.090.

SECTION 3. Expiration Date. The new expiration date for Conditional Use Permit No.

1107 and associated entitlements shall be April 19, 2025. The project shall remain subject to all original Conditions of Approval contained in City Council Resolutions 8323, 8324, and 8325.

SECTION4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of April, 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 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

City Council Meeting **J. 11.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Fourth Amendment to the Professional Services Agreement with Webb Municipal Finance, LLC increasing the total agreement amount to $136,500, and an additional appropriation of $50,000 (Development Services Director Desatnik)

MOTION(S):

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

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

2. I move to approve the Fourth Amendment to the Agreement with Webb Municipal Finance, LLC, and an additional appropriation.

RECOMMENDATION:

Staff recommends City Council approve the Fourth Amendment to the Professional Services Agreement with Webb Municipal Finance, LLC by $50,000, increasing it from $86,500 to $136,500, and an additional appropriation of $50,000.00, to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities District No. 2004-1 (District) which is exempt from the California Environmental Quaility Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

DISCUSSION:

On September 18, 2018, City Council approved an agreement with Webb Municipal Finance, LLC for an amount not to exceed $56,500.

On November 5, 2019, City Council approved a first amendment to the agreement with Webb Municipal Finance, LLC to change the City's representative and to extend the term of the agreement for 3 years through December 31, 2022.

On December 20, 2022, City Council approved the Second Amendment to the agreement with Webb Municipal Finance, LLC to change the City's representative and to extend the term of the agreement for 3 years through December 31, 2025,

On February 7, 2023, City Council approved the Third Amendment to the Agreement with Webb Municipal Finance, LLC which included an increase from $56,500 to $86,500, and an additional appropriation of $33,577.59.

This Fourth Amendment will allow for continued performance of professional services for the annual levy administration and annexations for the District. This action will increase the total aggregate amount to $136,500 and authorize an increase of appropriations in the amount of $50,000 to the Development Services Land Use Engineering Division 2023-2024 budget.

The proposed action is exempt from the requirements of the California Environmental Quality Act's (CEQA) guidelines pursuant to Section 15061(b)(3) as the amendment of an existing agreement would be covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and there is negligible expansion of existing facilities.

ALTERNATIVES:

City Council may elect not to amend the existing agreement and provide staff with an alternative recommendation. However, not approving these actions would result in a halt in the processing of future annexations until a new CFD engineering firm is selected.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tricia Munoz, Development Services/Management Analyst

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$50,000
Budgeted Y/N:	N
Account No.:	101163-6106

Discussion:

Approval of this item will impact the General Fund in the amount of $50,000 and will be offset by revenue received as fees associated with this service are collected each time an annexation into the CFD is requested.

Attachments

Fourth Amendment_Webb Municipal Finance LLC
Third Amendment_Webb Municipal Finance LLC
Second Amendment_Webb Municipal Finance LLC
First Amendment_Webb Municipal Finance LLC
Original Agreement_Webb
Additional Appropriation Form

FOURTH AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This fourth amendment ("Fourth Amendment") to the agreement for the provision of services associated with Community Facilities District ("Agreement"), dated September 18, 2018, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Webb Municipal Finance, LLC, a California limited liability company ("Consultant"), is made and entered into this 16th day of April, 2024.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on September 18, 2018, to provide Community Facilities District services to the City; and

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") on November 5, 2019; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement ("Second Amendment") on December 20, 2022; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement ("Third Amendment") on February 7, 2023; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change to the total amount of the Agreement.

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 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Thirty-six Thousand Five Hundred Dollars ($136,500). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "B" entitled "HOURLY RATE SCHEDULE" attached hereto and incorporated herein by reference."

Section 2. The hourly rate schedule set forth in Exhibit "B" of the Agreement, entitled "Hourly Rate 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. 3. All other provisions of the Agreement shall remain unchanged by this Fourth Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment, to be effective as of April 16, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

WEBB MUNICIPAL FINANCE, LLC

By: _____
Heidi Schoeppe
President/Managing Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1
EXHIBIT "B"

HOURLY RATE SCHEDULE

CLASSIFICATION	
Engineers/Project Managers/Planners/Scientists/	**Rates**
Assessment/Special Tax Consultants/Landscape Architects/Designers	**$/Hour**
Principal II	293.00
Principal I	279.00
Senior III	252.00
Senior II	240.00
Senior I	232.00
Associate III	208.00
Associate II	197.00
Associate I	191.00
Assistant V	173.00
Assistant IV	156.00
Assistant III	144.00
Assistant II	135.00
Assistant I	98.00
Survey Services	
2-Person Survey Party	302.00
1-Person Survey Party	208.00
Inspection Services	
Construction Manager II	245.00
Construction Manager I	185.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage)	200.00
Administrative Services	
Project Coordinator	115.00
Administrative Assistant III	102.00
Administrative Assistant II	91.00
Administrative Assistant I	72.00
Other Direct Expenses	
Incidental Charges	Cost
Postage	Cost
Subcontracted Services	Cost
Special Consultant…	365.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour.	32.00
In-House Delivery 1/2 Hour up to 1 Hour	64.00
In-House Delivery Over 1 Hour up to 2 Hours	118.00
In-House Delivery Over 2 Hours	170.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

THIRD AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This third amendment ("Third Amendment") to the agreement for the provision of services associated with Community Facilities District ("Agreement"), dated September 18, 2018, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Webb Municipal Finance, LLC, a California Limited Liability Company ("Consultant"), is made and entered into this 7th day of February 2023. City and Consultant are sometimes individually referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on September 18, 2018, to provide Community Facilities District services to the City;

WHEREAS, the Parties entered into a Second Amendment to the Agreement ("Second Amendment") on December 20, 2022; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change to the total amount of the Agreement.

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 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Eighty-Six Thousand Five Hundred Dollars ($86,500). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "B" entitled "HOURLY RATE SCHEDULE" attached hereto and incorporated herein by reference."

Section 2. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment, to be effective as of 7th day of February 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

WEBB MUNICIPAL FINANCE, LLC

By:
Heidi Schoeppe,
President/Managing Director

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "B"

HOURLY RATE SCHEDULE

CLASSIFICATION	
Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	**Rates $/Hour**
Principal II	293.00
Principal I	279.00
Senior III	252.00
Senior II	240.00
Senior I	232.00
Associate III	208.00
Associate II	197.00
Associate I	191.00
Assistant V	173.00
Assistant IV	156.00
Assistant III	144.00
Assistant II	135.00
Assistant I	98.00
Survey Services	
2-Person Survey Party	302.00
1-Person Survey Party	208.00
Inspection Services	
Construction Manager II	245.00
Construction Manager I	185.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage)	200.00
Administrative Services	
Project Coordinator	115.00
Administrative Assistant III	102.00
Administrative Assistant II	91.00
Administrative Assistant I	72.00
Other Direct Expenses	
Incidental Charges	Cost
Postage	Cost
Subcontracted Services	Cost
Special Consultant	365.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	32.00
In-House Delivery 1/2 Hour up to 1 Hour	64.00
In-House Delivery Over 1 Hour up to 2 Hours	118.00
In-House Delivery Over 2 Hours	170.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for the provision of services associated with Community Facilities District ("Agreement"), dated September 18, 2018, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Webb Municipal Finance, LLC, a California Limited Liability Company ("Consultant"), is made and entered into this 20th day of December 2022. City and Consultant are sometimes individually referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on September 18, 2018 to provide Community Facilities District services to the City;

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") on November 5, 2019; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change to the City's designated representative, update the Consultant's Hourly Rate Schedule and extend the time for performance of services by Consultant.

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 3 of the Agreement, entitled "Responsibilities of the City," is hereby amended to read as follows:

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

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

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

Section 3. Exhibit "B" entitled "Hourly Rate Schedule" and as described in Article 5.1, and made part of the First Amendment is hereby replaced with a new Exhibit "B", which is attached hereto and incorporated herein and into the Agreement by this reference.

Section 4. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment, to be effective as of 20th day of December 2022.

CITY OF REDLANDS

~~Paul T. Barich,~~ Mayor
EDDIE TEJEDA

WEBB MUNICIPAL FINANCE, LLC

By: _____
Heidi Schoeppe
President/Managing Director

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "B"

HOURLY RATE SCHEDULE

CLASSIFICATION	
Engineers/Project Managers/Planners/Scientists/	**Rates**
Assessment/Special Tax Consultants/Landscape Architects/Designers	**$/Hour**
Principal II	293.00
Principal I	279.00
Senior III	252.00
Senior II	240.00
Senior I	232.00
Associate III	208.00
Associate II	197.00
Associate I	191.00
Assistant V	173.00
Assistant IV	156.00
Assistant III	144.00
Assistant II	135.00
Assistant I	98.00
Survey Services	
2-Person Survey Party	302.00
1-Person Survey Party	208.00
Inspection Services	
Construction Manager II	245.00
Construction Manager I	185.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage)	200.00
Administrative Services	
Project Coordinator	115.00
Administrative Assistant III	102.00
Administrative Assistant II	91.00
Administrative Assistant I	72.00
Other Direct Expenses	
Incidental Charges	Cost
Postage	Cost
Subcontracted Services	Cost
Special Consultant	365.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	32.00
In-House Delivery 1/2 Hour up to 1 Hour	64.00
In-House Delivery Over 1 Hour up to 2 Hours	118.00
In-House Delivery Over 2 Hours	170.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of services associated with Community Facilities District dated September 18, 2018 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Webb Municipal Finance, LLC ("Consultant"), is made and entered into this 5th day of November, 2019.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically for an extension of time for performance of services by Consultant.

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Article 3 of the Agreement, entitled "Responsibilities of the City" is hereby amended to read as follows:

"3.2 City designates Chris Boatman, Municipal Utilities and Engineering Interim 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 of performance of the Services."

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

"4.2 Consultant shall complete the Services by December 31, 2022, unless the Services are terminated earlier as provided for herein."

Section 3. An amended Exhibit "B," entitled "HOURLY RATE SCHEDULE" and as described in Article 5.1, is hereby substituted for the original Exhibit "B" to the Agreement, which is attached hereto and incorporated herein and into the Agreement by this reference.

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 5th day of November, 2019.

CITY OF REDLANDS

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

WEBB MUNICIPAL FINANCE, LLC.

By: Heidi Schoeppe
President/Managing Director

EXHIBIT "B" (Amended)

HOURLY RATE SCHEDULE
Effective through December 31, 2022

For the services performed related to the projects identified in Exhibit "A", compensation shall be at the hourly rates set forth below, together with reimbursement, at cost, for incidental expenses incurred in connection with such services, together with reimbursement for outside services at cost plus 15%.

PERSONNEL	$/Hr.
Principal-in-charge	$183.00
Project Manager	$136.00
QA/QC Analyst	$136.00
GIS Analyst	$107.00

"A City That Works"

City Council/Successor Agency Meeting **AGENDA ITEM NO. I. 11.**

DATE: 11/05/2019

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a contract amendment with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the term of the agreement for 3 years to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities District No. 2004-1 and determination that this contract amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Interim Municipal Utilities and Engineering Director Boatman)

MOTION(S):

I move that the City Council find that amending an existing agreement with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the term of the agreement for 3 years to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities District No. 2004-1 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and;

I move that the City Council approve an amendment to the existing agreement with Webb Municipal Finance, LLC, changing the name of the City's representative and extending the contract until December 31, 2022, to allow for the continued performance of professional services for the annual levy, administration, and annexations for Community Facilities District No. 2004-1.

RECOMMENDATION:

Staff recommends City Council find that amending an existing agreement with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the term of the agreement for 3 years to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities District No. 2004-1 is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, and approve an amendment the existing agreement with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the time period of the agreement until

December 31, 2022, to allow for the continued performance professional services for the annual levy, administration, and annexations for Community Facilities District No. 2004-1.

DISCUSSION:

On September 18, 2018, City Council approved an agreement with Webb Municipal Finance, LLC for an amount not to exceed $56,500. Webb Municipal Finance, LLC is a Municipal Advisor with the Securities and Exchange Commission. Webb provides land use research, classification of property, financial analysis, report preparation, enrollment of special taxes, annexation boundary map preparation, landowner elections, and preparation of notices for tax liens for the City's Community Facilities District (CFD). Municipal Utilities and Engineering Department staff utilizes Webb to provide CFD annual levy, administration, and annexation services.

Section 3.2 of the original agreement names Paul Toor, Municipal Utilities and Engineering Director, as City's representative with respect to the performance of the Services identified in the agreement. Amending the contract to identify a new representative will not alter the scope of the agreement.

Section 4.2 of the original agreement includes an expiration date of December 31, 2019. The work performed by the consultant is intermittent and is performed on an "as-needed" basis. Approximately $44,000 remains on the purchase order. Amending the contract to extend the term of the agreement for three years will simply extend the timeframe for contract administration.

Exhibit "B" of the original contract listed the effective date of the hourly rate schedule through December 31, 2019. With this amendment there is no change to the hourly rate to be paid to the consultant. Exhibit "B" has been amended to change the effective date of the hourly rate schedule through December 31, 2022.

There is no fiscal impact as funds for the amended agreement have already been allocated. Should City Council act upon the recommendation by staff, the existing purchase order with Webb Municipal Finance, LLC will be updated. The proposed action is exempt from the requirements of the California Environmental Quality Act's (CEQA) guidelines pursuant to Section 15061(b)(3) as the amendment of an existing agreement would be covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and there is negligible expansion of existing facilities.

ALTERNATIVES:

City Council may choose not to amend the existing agreement and direct staff to advertise a request for proposals for the annual levy, administration, and annexations for Community Facilities District No. 2004-1.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Chris Boatman, Interim Municipal Utilities and Engineering Director

RECOMMENDED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Daniel J. McHugh, City Attorney
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Ross Wittman, Senior Project Manager
Goutam Dobey, Senior Civil Engineer

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year:	19/20
Revenue Generating:	No
Appropriation Required Y/N:	No
Discussion:	

Attachments

A. Contract Amendment
B. Original Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of services associated with Community Facilities District ("Agreement") is made and entered in this 18th day of September, 2018 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and Webb Municipal Finance, LLC ("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 Community Facilities District 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," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

3.2 City designates Paul Toor, Municipal Utilities and Engineering 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 accordance with the schedule set forth in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference. The Services shall commence on the Effective Date of this Agreement.

4.2 Consultant shall complete the Services by December 31, 2019, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Fifty-Six Thousand Five Hundred Dollars ($56,500). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B" entitled "HOURLY RATE SCHEDULE" attached hereto and incorporated herein by reference.

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

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

City	Consultant
City Clerk	Heidi Schoeppe
City of Redlands	Webb Municipal Finance, LLC
35 Cajon Street	3750 McCray Street
P.O. Box 3005 (mailing)	hschoeppe@webbmfinance.com
Redlands, CA 92373	951-320-6087

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" entitled "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 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.

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by 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.

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 W. Foster, Mayor

WEBB MUNICIPAL FINANCIAL, LLC

By: _____
Heidi Schoeppe,
President/Managing Director

Attest:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

ADMINISTRATION SERVICES

a. Land Use Research
   i. Development Research: WEBB will use all resources available including the San Bernardino County equalized roll data, shape file data for our in-house GIS platform, and regular parcel data updates from the Assessor's Office. We are confident we are able to quickly identify residential and commercial/industrial developments, conduct assessor's parcel research, and provide accurate database management. WEBB will conduct development research to identify building permit issuance, building square footage, and situs address for the new buildings. Upon determination of this information, WEBB will be able to provide the City with related GIS data, as required.
   ii. Parcel Research: WEBB will review current Assessor's Parcel Maps for updating the Assessor's Parcel Numbers (APN) within the City.
   iii. Database Management: WEBB will utilize our proprietary software, WebbSTARTM, to maintain a comprehensive database of the CFD and Parcel information in a form compatible for the annual levy submission to San Bernardino County as outlined in the County's fixed charge submission packet. WebbSTARTM will maintain all data related to individual parcels including special tax information,), current property ownership information, and assessed valuation information.

b. Classification of Property
   i. Exempt Property: WEBB will determine the appropriate property classification in accordance with the Rates and Method of Apportionment (RMA). WEBB will review the land use code information from the latest equalized roll from San Bernardino County and update our WebbSTARTM database for the special tax calculations annually. WEBB will identify all property owned by public agencies or entities exempt from the special tax and classify them in accordance with the RMA. WEBB will communicate these classifications to the City and report them on our Annual Levy Detail reports. WEBB will confirm the location of these properties using our GIS database and illustrate them on our annual Audit Map.
   ii. Taxable Property: WEBB will identify all taxable properties and classify them in accordance with the RMA. WEBB will communicate with the City these classifications and report them on our annual levy detail reports. Through our GIS database, we will confirm the location of these properties and illustrate them on our annual audit map.

c. Financial Analysis
   i. Special Tax Requirement: WEBB will apply the RMA and calculate the annual special taxes to be levied for the current fiscal year. WEBB will report this information to the City to assist in the budget review process. WEBB will review the special tax requirement as it is defined in the RMA to ensure accurate cost recovery for the City.

ii. Calculate Special Tax Rates: With the use of our WebbSTARTM software, WEBB will calculate the special tax rates for all classifications and report this information to the City prior to submittal to the San Bernardino County Auditor-Controller's Office.

d. Report Preparation
   i. Annual Levy Report: Once finalized, WEBB will provide the City with a hard copy and an electronic copy of the annual levy report containing the information used to calculate the annual installment amount for each parcel, as well as a summary of the total annual levy for the CFD.
   ii. Assembly Bill (AB) 2109: WEBB will prepare all required reports pursuant to the recently enacted AB 2109 (Government Code Section 12463.2). This report is due annually, seven months after the close of the fiscal year, along with the City's annual Financing Transactions Report. WEBB will inform and keep City Staff apprised of all aspects relating to this new bill.

e. Enrollment of Special Taxes
   i. Levy Requirement: In consultation with the City, WEBB will determine the Levy requirement for the current fiscal year on or before August 10.
   ii. Annual Levy Preparation and Submittal: Each year WEBB will, in consultation with City Staff, determine the levy requirement for the current fiscal year. WEBB will calculate and prepare the annual levy in the media, format, and configuration acceptable for direct submission to the San Bernardino County Auditor-Controller's Office prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary.

f. Roll Changes and Adjusted Property Tax Bills
   i. Changes to the Secured Tax Roll: Upon determination that changes to the secured tax roll necessitate corrections/revisions after the deadline, WEBB will research, recalculate, and with the City's approval, rectify the issue.

g. Responses to Property Owner Questions
   i. Primary Contact: WEBB will serve as the initial and primary contact to the CFD's property owners, title companies and other interested parties regarding the CFD proceedings and annual installments. A toll free telephone number, of WEBB's designation, will appear on the regular property tax bill, next to the CFD, to facilitate contact with the public. WEBB will provide a toll free phone number for the City to refer property owners, title companies, and other interested parties to in regard to CFD proceedings and annual installments.

h. Disclosure
   i. Report Preparation: WEBB will prepare, for the City's approval, any State and/or Federal Disclosure reporting requirements pertaining to the CFD, if applicable. WEBB will provide an electronic and a hard copy of each report to the City for internal use.

ANNEXATION SERVICES

a. Annexation Boundary Map

i. Boundary Map Preparation: WEBB's Engineers and GIS Specialists will prepare the annexation boundary map, illustrating the boundaries of territory proposed for inclusion in the CFD, capturing the entirety of any parcel subject to taxation by the CFD. The map shall meet the requirements of the Mello-Roos Act and the San Bernardino County Recorder's Office. Additionally, WEBB will record the map with the San Bernardino County Recorder's Office.

b. Gathering Information

i. Land Use Classification: WEBB will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the annexation schedule of events, procedural and financial considerations, establish the appropriate land use classifications, and discuss and identify the boundaries of the proposed annexation. WEBB will obtain the latest assessor's parcel maps and equalized tax roll information from the San Bernardino County Assessor's Office, and GIS shape files from our in-house GIS platform for the annexation.

ii. Identify Boundaries: WEBB's GIS Specialists will identify the boundaries of territory proposed for inclusion in the annexation capturing the entirety of any parcel subject to taxation by the annexation.

c. Consulting Services

i. Consulting and Advising: WEBB will provide consulting services and advise the City as necessary. This includes due diligence to ensure accuracy in the process and provision of clear written documentation in our approach to structuring the RMA and the special tax roll. To ensure and maintain quality assurance, WEBB has instituted an internal auditing and review policy that requires a minimum of two individuals with the appropriate expertise to review and audit any information prior to dissemination of that information to the client. WEBB will attend City Council meetings as well as informal meetings or hearings held for the purpose of disseminating information to the public. WEBB will be fully prepared to present all necessary testimony and to respond to all public comments.

d. Landowner Election

i. Owner Name Preparation: WEBB will prepare a list of the owner names and acreages using the most current data available from the San Bernardino County Assessor's office.

ii. Registrar of Voters: WEBB will obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation.

e. Notice of Special Tax Lien

i. Notice Preparation: WEBB will provide a list of APNs for the Notice of Special Tax.

ADDITIONAL SERVICES NOT INCLUDED IN SCOPE OF SERVICE, INCLUDED IN ANNUAL FEE

F. Assembly Bill (AB) 2109

i. Report Preparation: WEBB will prepare all required reports pursuant to the recently enacted AB 2109 (Government Code Section 12463.2). This report is due annually, seven

months after the close of the fiscal year, along with the City's annual Financing Transactions Report. WEBB will inform and keep City Staff apprised of all aspects relating to this new bill.

EXHIBIT "B"

HOURLY RATE SCHEDULE
Effective through December 31, 2019

PERSONNEL	$/ Hr.
Principal-in-charge	$183.00
Project Manager	$136.00
QA/QC Analyst	$136.00
GIS Analyst	$107.00
Financial Analyst	

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.

Webb Municipal Finance, LLC Date: 9/18/18

By: Heidi Schoeppa
Heidi Schoeppe
President/Managing Director

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 04/16/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Professional Services	101163	6106		$ 50,000.00
			$	$ 50,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ 0.00
			$	$ 0.00

JUSTIFICATION: Increase professional services to fund the Webb Municipal Finance, LLC agreement associated with providing annexation services for the Community Facilities District 2004-1 (CFD). Fees associated with this service are collected each time an annexation into the CFD is requested.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **J. 12.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8562 for new water service connection to the City of Redlands water distribution system at 31455 E. Citrus Avenue (APN: 0299-141-11-0000) in the unincorporated community of Mentone, adopt Resolution No. 8563 relating to Pre-Annexation Agreement No. 24-01 (Development Services Director Desatnik)

MOTION(S):

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

1. I move to adopt Resolution No. 8562, and Resolution No. 8563.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8562 for a new connection to the City of Redlands water distribution system at 31455 E. Citrus Avenue in the unincorporated community of Mentone, Outside Service Case (OSC) No. 24-01.

Upon City Council adoption of Resolution No. 8562, staff recommends that the City Council adopt Resolution No. 8563 to approve Pre-Annexation No. 24-01 for the provision of water service to a 4.3 acre parcel located at 31455 E. Citrus Avenue in the unincorporated community of Mentone.

DISCUSSION:

Staff recently received a water connection application from Dave and Melissa Sanborn for the property located at 31455 E. Citrus Avenue (APN 0299-141-11-0000), in the unincorporated community of Mentone, which is a parcel located approximately 1.06 miles east of the Redlands city limits in the Mentone area. The applicant is proposing to connect to the City's domestic water system to obtain water for the existing residence. The house is currently

served by an onsite well. Due to high concentrations of nitrates, the applicant has requested to connect to the City system for domestic water. The grove on this parcel and the adjacent parcel to the west will still be irrigated by the onsite well. The applicant is aware that a backflow preventer will be a City requirement in order to eliminate the potential for non-potable well water from mixing into the City municipal potable water supply. If the privately owned well system fails in the future, the applicant will need to repair/rehabilitate or replace the well at no cost to the city because the permission for connection to the City system is for domestic usage only. No information was provided by the applicant on efforts for nitrate removal. They did not disclose the costs or efficacy of a whole house reverse osmosis system or an ion exchange system.

The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to the City Council for a determination if the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application, and to provide direction to staff regarding the preparation of a Pre-Annexation Agreement.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an Outside Service Contract (OSC) water connection;
2. Application for environmental review and a Pre-Annexation Agreement;

OSC 24-01 is for a water service connection of an existing single residence currently served by an on-site well. The number of service connections for small projects outside of the City is limited to twenty-five per year per Measure U. Currently, twenty-five residential unit water and sewer connections are available for small projects for 2024.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best interests of the citizens of Redlands are served by the application:

1. The relationship of the property and its proposed use to the City’s General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City’s Water Master Plan, the City’s Water Capital Improvement Programs, the City’s Sewer Master Plan, and the City’s Sewer Capital Infrastructure program;
3. The proximity of the property to the City’s boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 24-01 allows the applicant to physically connect to the water system, which serves the public health, safety, and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Rural Living land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 4.3 acres and is currently developed with a single family residence and an orange grove. The proposed use of this parcel is consistent with the City of Redlands General Plan. In the event that the property is annexed into the City, the property would most appropriately be zoned Agricultural (A) under the City's zoning code.

Water facilities are already site-adjacent with an 8" water main located in Citrus Avenue.

The site is located in the County of San Bernardino (County) and the County would be the approval authority for any construction on this parcel due to the site's location outside of the City limits. See Attachment A and Attachment B. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. The specific area of this property does not yet have sewer service available. The nearest sewer main is approximately 900' westerly of this particular property.

With the adoption of Resolution No.8562 (Attachment C), the City Council will make a finding that OSC 24-01 for water distribution for 31455 E. Citrus Avenue, Mentone is consistent with the Redlands General Plan and the public health, safety, and welfare of the citizens of Redlands. By adoption of Resolution 8562, the City Council authorizes staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property.

In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8563 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service.

The "project" before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This will enable the provision of City domestic water service making it possible for the property owner to obtain domestic water for the existing single-family residence. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water

mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 24-01 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

Additionally, the City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

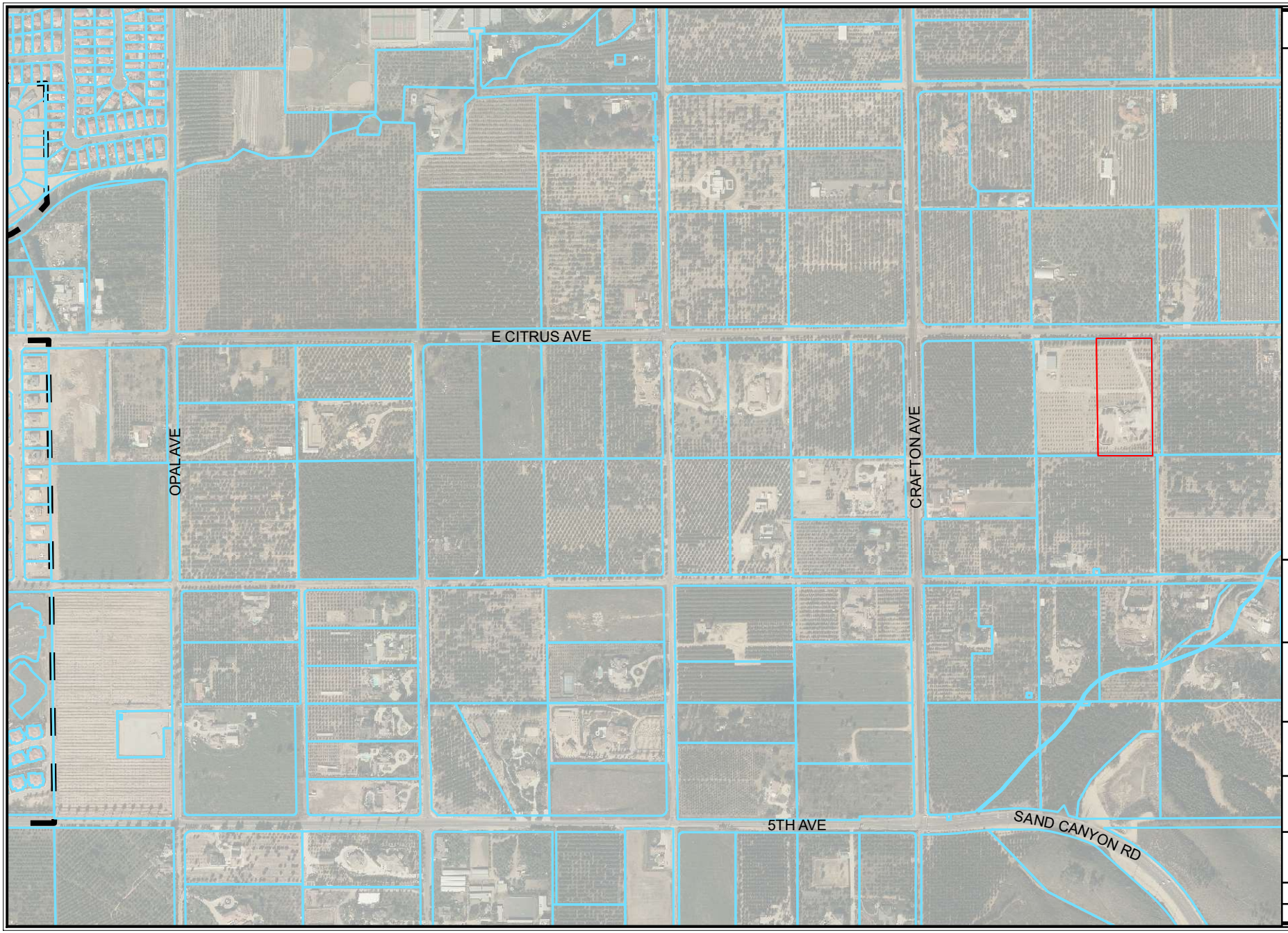
Fiscal Year:	24/25
Revenue Generating:	Yes
Appropriation Required Y/N:	N

Discussion:

Property owner will pay all fees required per Measure "U" prior to installation of the water meter.

Attachments

Attachment A - Location Map
Attachment B - Aerial Photo
Attachment C - Resolution No. 8562
Attachment D - Resolution No. 8563
Attachment E - Pre-Annexation Agreement
Agreement Exhibit A site plan
Agreement Exhibit B Grant Deed



APPENDIX A

OSC 24-01

31455 E. CITRUS AVE

DAVE AND MELISSA SANBORN

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.

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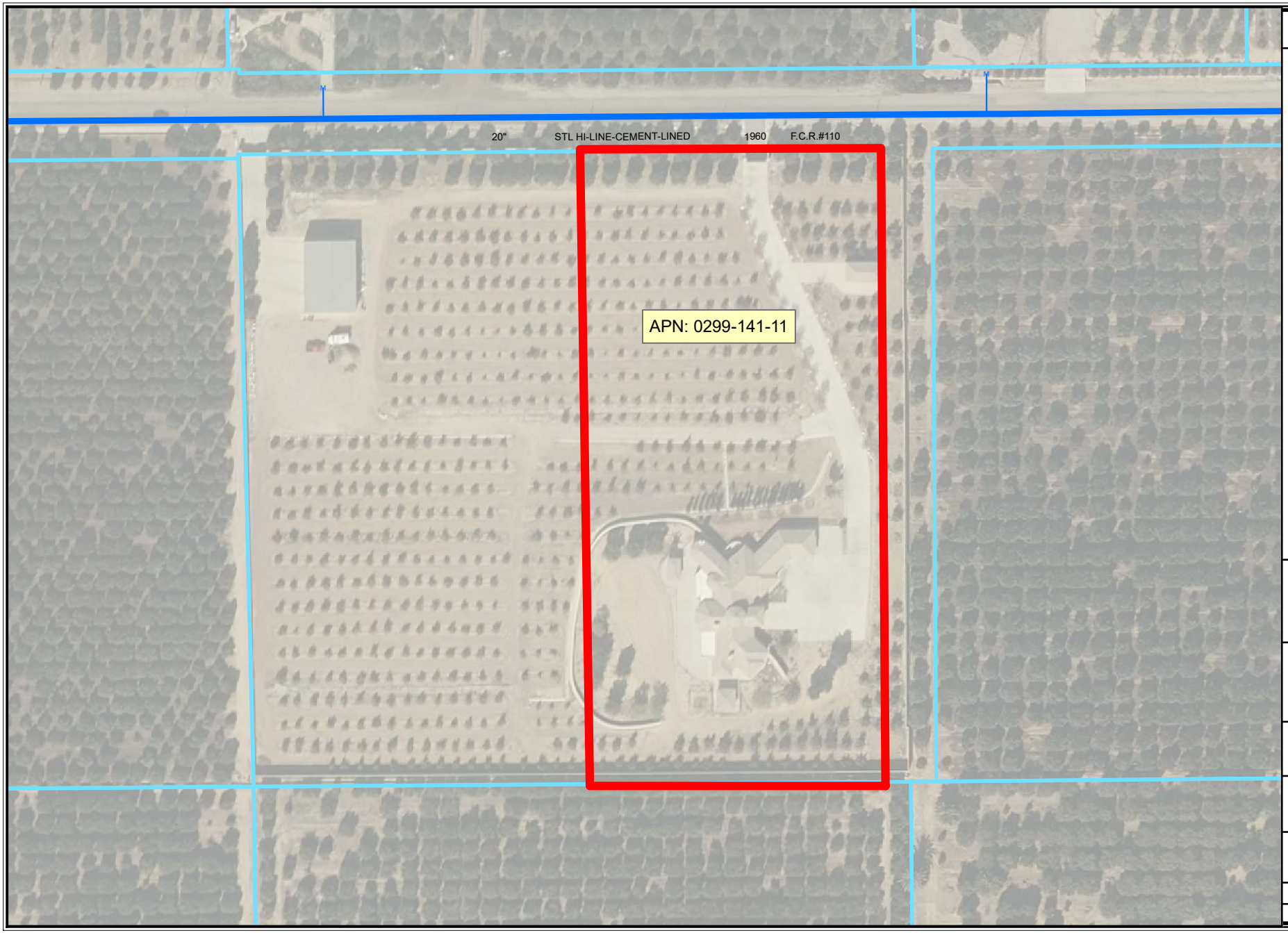
Scale
0 380 760
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

January 16, 2024

OneStop.mxd



APPENDIX B

OSC 24-01

31455 E. CITRUS AVE

DAVE AND MELISSA SANBORN

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Scale
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

January 16, 2024

OneStop.mxd

RESOLUTION NO. 8562

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 24-01 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 24-01

WHEREAS, Dave and Melissa Sanborn have filed an application for an Outside City Case No. 24-01 with the City of Redlands for a water connection for an existing single family residence on a parcel located at 31455 E. Citrus Avenue in the unincorporated community of Mentone (APN: 0299-141-11-0000); and

WHEREAS, Dave and Melissa Sanborn have concurrently applied for a pre-annexation agreement with the Development Services Department;

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

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 24-01 is consistent with the City of Redlands General Plan and the public health, safety, welfare and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 31455 E. Citrus Avenue in the unincorporated community of Mentone (APN: 0299-141-11-0000).

ADOPTED, SIGNED AND APPROVED this 16th day of April, 2024.

_____
Eddie Tejeda, 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 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8563

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 24-01, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A LOT LOCATED AT 31455 E. CITRUS AVENUE (APN: 0299-141-11-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, Dave and Melissa Sanborn have filed an application for Outside City Case No. 24-01 and Pre-Annexation No. 24-01 with the City for an outside City utility connection for a 4.3 acre parcel located at 31455 E. Citrus Avenue (APN: 0299-141-11-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on April 16, 2024, the City Council found that Outside City Case No. 24-01 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

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

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 24-01 (Exhibit A) for the provision of water service to enable development of a water service connection for an existing single family residence on the lot located at 31455 E. Citrus Avenue (APN: 0299-141-11-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 16th day of April, 2024.

_____
Eddie Tejeda, 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 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

[Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 16th day of April, 2024, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Dave Sanborn and Melissa Sanborn ("Property Owners"). City and Property Owners are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owners own a parcel of land generally located at 31455 E. Citrus Avenue, Redlands, CA 92374 and identified as county of San Bernardino Assessor's Parcel Number 0299-141-11-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Site Plan" and Exhibit "B" titled "Grant Deed" has made a request and application to City to receive water service for property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that the Property Owners are the fee owners of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owners of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owners to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for City's agreement to extend utility services outside its jurisdictional boundaries to the Property, the Property Owners have entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and the Property Owners agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service only for residential indoor use and incidental residential landscaping to the Property. Use of domestic water service for agricultural or farming irrigation activities is prohibited. The provision of domestic water service shall be consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by the Property Owners for application for a water connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City

to provide such service unless and until the Property Owners comply with all such rules and regulations. As a condition of approval of an application for water connection, and prior to receiving any service, the Property Owners agree to pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water service to the Property, the Property Owners shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, the Property Owners hereby irrevocably consent to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Property to City. Property Owners and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owners shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owners shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owners hereby consent to the imposition of, and agrees that Property Owners shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owners and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Property Owners shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owners further agree that City shall, at the sole cost of the Property Owners, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owners fail to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owners is that of a governmental entity regulating the development of private

property and the owners of such property.

10. Indemnity and Cost of Litigation.

A. Property Owners agree to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Property Owners or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owners agree to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owners relating to such development are applicable.

B. Property Owners shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annual the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the then existing owners of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

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

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owners of the Property.

17. Waiver and Release. Property Owners hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owners makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

[Signatures on the Next Page]

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

PROPERTY OWNERS

By: _____
Dave Sanborn, Owner

By:_____
Melissa Sanborn, Owner

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

SITE PLAN

[Attached]

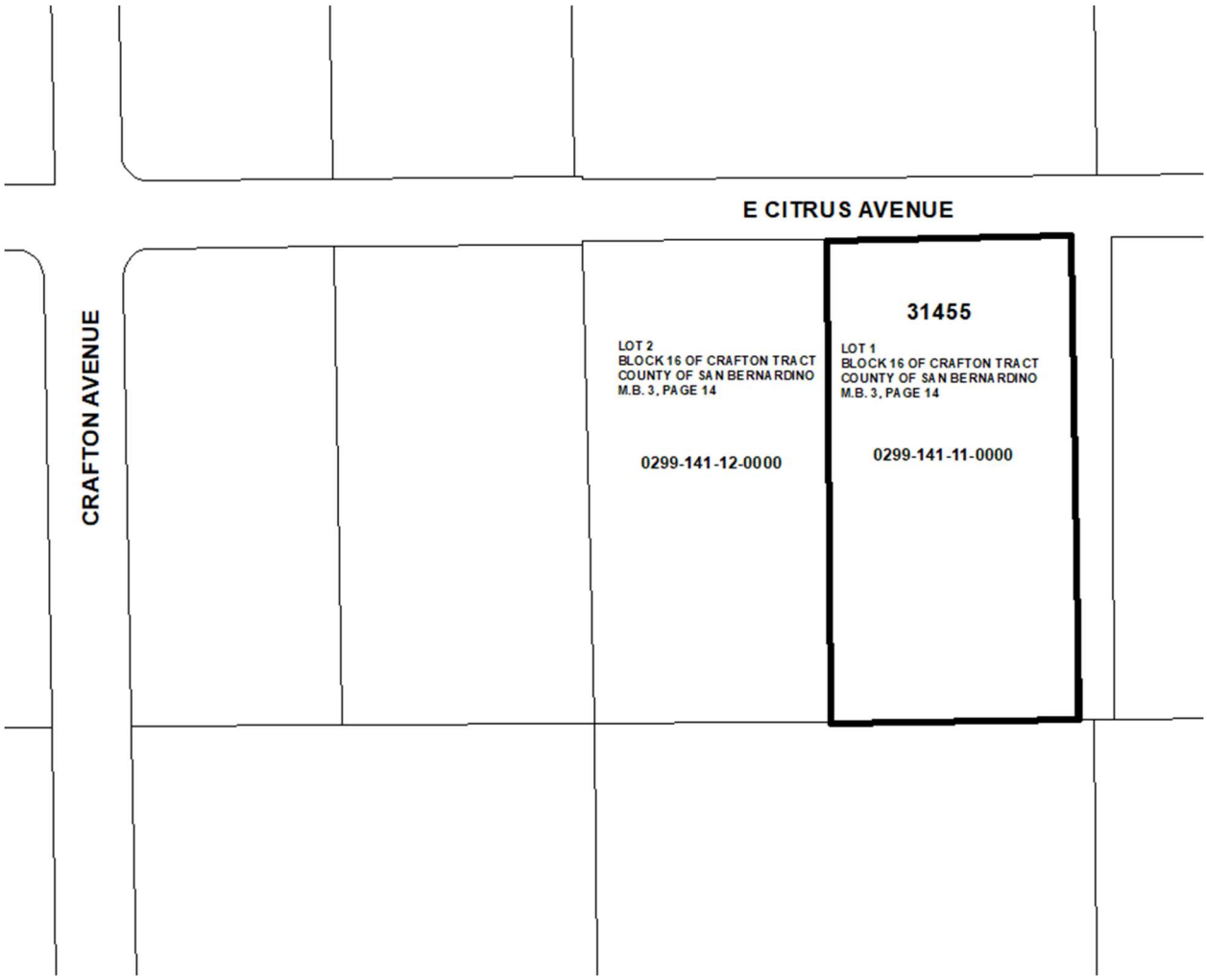
EXHIBIT “B”
GRANT DEED

[Attached]

EXHIBIT A

OSC 24-01

31455 E. CITRUS AVENUE



Electronically Recorded in Official Records, County of San Bernardino 4/13/2007 12:30 PM MA

LARRY WALKER
Auditor/Controller - Recorder

708 First American - GM

Doc #: 2007-0227472

Titles: 1 Pages: 3

Fees	12.00
Taxes	1100.00
Other	.00
PAID	1112.00

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Dave Sanborn and Melissa Sanborn
802 E. 29th Street
San Bernardino, CA 92404

Space Above This Line for Recorder's Use Only

A.P.N.: 0299-141-02-0-000

File No.: SSB-2632487 (CZ)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $**1,100.00**; CITY TRANSFER TAX $**0.00**; SURVEY MONUMENT FEE $

[**X**] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ ] unincorporated area; [**X**] City of **Redlands**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Wayne W. Mishak and Jane E. Mishak, Trustees of The Wayne W. and Jane E. Mishak Family Trust Dated May 18, 1994, their undivided one-half (1/2) interest and Thomas B. Irving and Lucretia M. Irving, Trustees of the Irving Family Trust dated October 7, 2003 as an undivided one-half interest**

hereby GRANTS to **Dave Sanborn and Melissa Sanborn, husband and wife** as joint tenants

the following described property in the City of **Redlands**, County of **San Bernardino**, State of **California**:

LOTS 1 AND 2, BLOCK 16, CRAFTON TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 OF MAPS, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated: **12/28/2006**

Wayne W. Mishak and Jane E. Mishak, Trustees of The Wayne W. and Jane E. Mishak Family Trust Dated May 18, 1994, their undivided one-half (1/2) interest

Wayne W. Mishak, Trustee

Jane E. Mishak, Trustee

Thomas B. Irving and Lucretia M. Irving, Trustees of the Irving Family Trust dated October 7, 2003 as an undivided one-half interest

Thomas B. Irving, Trustee

Lucretia M. Irving, Trustee

Mail Tax Statements To: **SAME AS ABOVE**

STATE OF California)SS
COUNTY OF San Bernardino)

On February 11, 2007, before me, Kent Fogleman, Notary Public,
Notary Public, personally appeared
Thomas B. Irving and Lucretia M. Irving, personally known to me
(~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies) and that by ~~his/her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KENT FOGLEMAN
Commission # 1596006
Notary Public - California
San Bernardino County
My Comm. Expires Aug 16, 2009

Signature
Kent Fogleman

My Commission Expires: 8-16-09 *This area for official notarial seal*

Notary Name: Kent Fogleman Notary Phone: (909) 793-8658
Notary Registration Number: 1596006 County of Principal Place of Business: San Bernardino

FIRST AMERICAN

STATE OF CALIFORNIA }
COUNTY OF San Bernardino } ss.

On 2/21/07, before me, Mary West Notary Public,
personally appeared Wayne W. Mishak and Jane E. Mishak
, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary H. West

MARY H. WEST
Commission # 1530420
Notary Public - California
San Bernardino County
My Comm. Expires Nov 27, 2008

(This area for official notarial seal)

Title of Document _____
Date of Document _____ No. of Pages _____
Other signatures not acknowledged _____

3008 (1/94) (General)
First American Title Insurance Company

City Council Meeting **J. 13.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8565 for a new water service connection to the City of Redlands water distribution system at 31565 E. Highland Avenue (APN: 0299-152-04-0000) in the unincorporated community of Mentone, adopt Resolution No. 8566 relating to Pre-Annexation Agreement No. 24-02 (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. 8565, and Resolution No. 8566.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8565 for a new connection to the City of Redlands water distribution system at 31565 E. Highland Avenue in the unincorporated community of Mentone, Outside Service Case (OSC) No. 24-02, and determine that the adoption of Resolution No. 8565 is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of CEQA guidelines.

Upon City Council adoption of Resolution No. 8565, staff recommends that the City Council adopt Resolution No. 8566 to approve Pre-Annexation No. 24-02 for the provision of water service to a 4.78 acre parcel located at 31565 E. Highland Avenue in the unincorporated community of Mentone, and determine that adoption of Resolution No. 8566 is exempt from environmental review pursuant to Sections 15319 and 15303 of CEQA guidelines.

DISCUSSION:

Staff recently received a water connection application from Ernest A. Zinke and Nancy Anne Zinke for the property located at 31565 E. Highland Avenue (APN 0299-152-04-0000), in the unincorporated community of Mentone, which is a parcel located approximately 1.12 miles east and 1.43 miles south of the Redlands city limits in the Mentone area. The applicant is proposing to connect to the City's domestic water system to obtain water for the existing residence. The property has an onsite well which will continue to be used for irrigation purposes. The applicant would prefer to have city water for domestic use. The meter size is appropriate for domestic usage. The applicant is aware that a backflow preventer will be a City requirement in order to eliminate the potential for non-potable well water from mixing into the City municipal potable water supply. If the well system fails in the future, the applicant will need to repair/rehab the well because the permission for connection to the City system is for domestic usage only. No information was provided by the applicant on efforts for nitrate removal. They did not disclose the costs or efficacy of a whole house reverse osmosis system or an ion exchange system.

The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to the City Council for a determination if the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application, and to provide direction to staff regarding the preparation of a Pre-Annexation Agreement.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an Outside Service Contract (OSC) water connection;
2. Application for environmental review and a Pre-Annexation Agreement;

OSC 24-02 is for a water service connection of an existing single residence currently served by an on-site well. The number of service connections for small projects outside of the City is limited to twenty-five per year per Measure U. Currently, Twenty-four residential unit water and sewer connections are available for small projects for 2024.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best interests of the citizens of Redlands are served by the application:

1. The relationship of the property and its proposed use to the City’s General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City’s Water

Master Plan, the City's Water Capital Improvement Programs, the City's Sewer Master Plan, and the City's Sewer Capital Infrastructure program;
3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 24-02 allows the applicant to physically connect to the water system, which serves the public health, safety, and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Rural Living land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 4.78 acres and is currently developed with a single family residence and an avocado grove. The proposed use of this parcel is consistent with the City of Redlands General Plan. In the event that the property is annexed into the City, the property would most appropriately be zoned Agricultural (A) under the City's zoning code.

An 8" water main is in Highland Avenue approximately 350 feet north of the prroperty. A private easement will be obtained from the adjacent parcel for the water service lateral with the meter to be installed in the parkway area of Highland Avenue.

The site is located in the County of San Bernardino and the County would be the approval authority for any construction on this parcel due to the site's location outside of the Redlands City limits. See Attachment A and Attachment B. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. The specific area of this property does not yet have sewer service available. The nearest sewer main is approximately 1.12 miles westerly of this particular property.

With the adoption of Resolution No. 8565 (Attachment C), the City Council will make a finding that OSC 24-02 for water distribution for 31565 E. Highland Avenue, Mentone is consistent with the Redlands General Plan and the public health, safety, and welfare of the citizens of Redlands. By adoption of Resolution 8565, the City Council authorizes staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property.

In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8566 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain

City water service.

The “project” before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This will enable the provision of City domestic water service making it possible for the property owner to obtain domestic water for the existing single-family residence. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 24-02 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

Additionally, the City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: 24/25

Revenue Generating: Yes

Appropriation Required Y/N: N

Discussion:

Property owner will pay all fees required per Measure "U" prior to installation of the water meter.

Attachments

Attachment A - Location Map

Attachment B - Aerial Photgraph

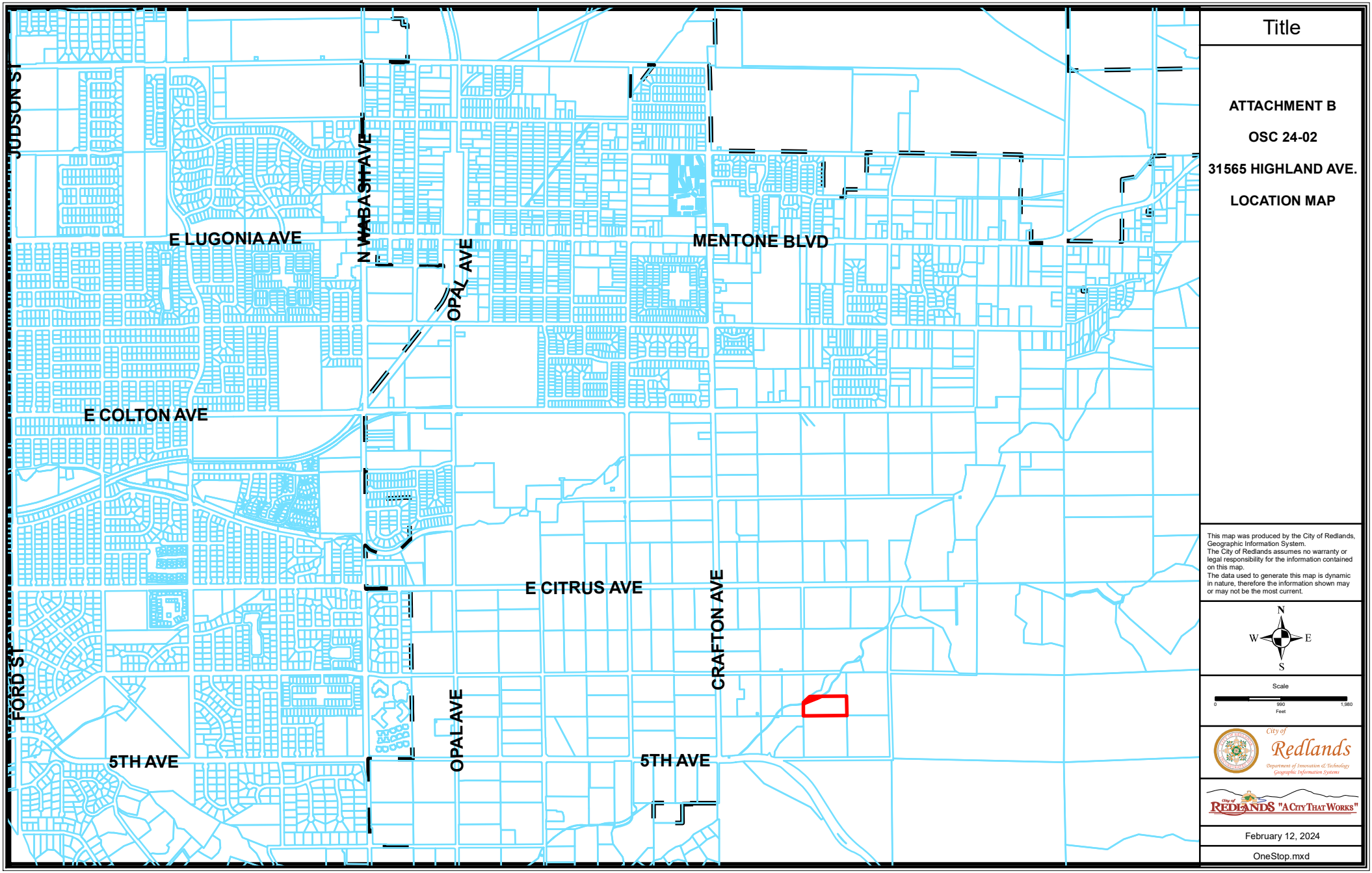
Attachment C - Resolution No. 8565

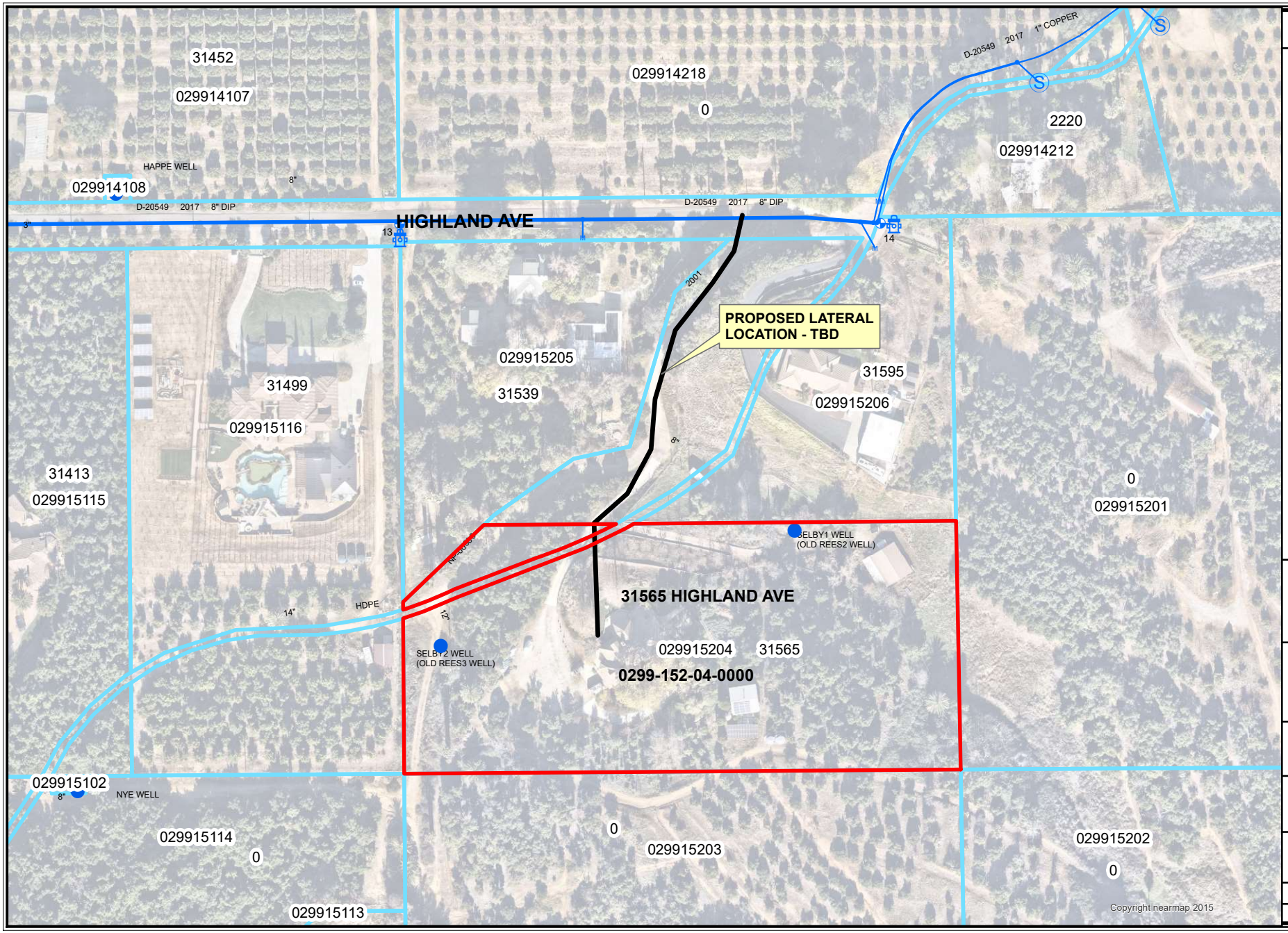
Attachment D - Resolution No. 8566

Attachment E - Pre-Annexation Agreement

Agreement Exhibit A site plan

Agreement Exhibit B Grant Deed


JUDSON ST
E LUGONIA AVE
N WABASH AVE
OPAL AVE
MENTONE BLVD
E COLTON AVE
E CITRUS AVE
CRAFTON AVE
FORD ST
5TH AVE
OPAL AVE
5TH AVE
Title
ATTACHMENT B
OSC 24-02
31565 HIGHLAND AVE.
LOCATION MAP
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
990
1,980
Feet
City of Redlands
Department of Innovation & Technology
Geographic Information Systems
City of REDLANDS "A City That Works"
February 12, 2024
OneStop.mxd



Title

ATTACHMENT B

OSC 24-02

AERIAL PHOTO

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 80 160
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

February 12, 2024

OneStop.mxd

RESOLUTION NO. 8565

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 24-02 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 24-02

WHEREAS, Ernest A. Zinke and Nancy Anne Zinke have filed an application for an Outside City Case No. 24-02 with the City of Redlands for a water connection for an existing single family residence on a parcel located at 31565 E. Highland Avenue in the unincorporated community of Mentone (APN: 0299-152-04-0000); and

WHEREAS, Ernest A. Zinke and Nancy Anne Zinke have concurrently applied for a pre-annexation agreement with the Development Services Department;

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

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 24-02 is consistent with the City of Redlands General Plan and the public health, safety, welfare and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 31565 E. Highland Avenue in the unincorporated community of Mentone (APN: 0299-152-04-0000).

ADOPTED, SIGNED AND APPROVED this 16th day of April, 2024.

_____
Eddie Tejeda, 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 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 24-02, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A LOT LOCATED AT 31565 E. HIGHLAND AVENUE (APN: 0299-152-04-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, Ernest A. Zinke and Nancy Anne Zinke have filed an application for Outside City Case No. 24-02 and Pre-Annexation No. 24-02 with the City for an outside City utility connection for a 4.8 acre parcel located at 31565 E. Highland Avenue (APN: 0299-152-04-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on April 16, 2024, the City Council found that Outside City Case No. 24-02 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

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

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 24-02 (Exhibit A) for the provision of water service to enable development of a water service connection for an existing single family residence on the lot located at 31565 E. Highland Avenue (APN: 0299-152-04-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 16th day of April, 2024.

_____
Eddie Tejeda, 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 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

[Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 16th day of April, 2024, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Ernest A. Zinke and Nancy Anne Zinke ("Property Owners"). City and Property Owners are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owners own a parcel of land generally located at 31565 Highland Avenue, Redlands, CA 92374 and identified as county of San Bernardino Assessor's Parcel Number 0299-152-04-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Site Plan" and Exhibit "B" titled "Grant Deed" has made a request and application to City to receive water service for property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that the Property Owners are the fee owners of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owners of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owners to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for City's agreement to extend utility services outside its jurisdictional boundaries to the Property, the Property Owners have entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and the Property Owners agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service only for residential indoor use and incidental residential landscaping to the Property. Use of domestic water service for agricultural or farming irrigation activities is prohibited. The provision of domestic water service shall be consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by the Property Owners for application for a water connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City

to provide such service unless and until the Property Owners comply with all such rules and regulations. As a condition of approval of an application for water connection, and prior to receiving any service, the Property Owners agree to pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water service to the Property, the Property Owners shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, the Property Owners hereby irrevocably consent to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Property to City. Property Owners and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owners shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owners shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owners hereby consent to the imposition of, and agrees that Property Owners shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owners and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Property Owners shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owners further agree that City shall, at the sole cost of the Property Owners, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owners fail to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owners is that of a governmental entity regulating the development of private

property and the owners of such property.

10. Indemnity and Cost of Litigation.

A. Property Owners agree to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Property Owners or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owners agree to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owners relating to such development are applicable.

B. Property Owners shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annual the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the then existing owners of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

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

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owners of the Property.

17. Waiver and Release. Property Owners hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owners makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

PROPERTY OWNER

By: _____
Ernest A. Zinke, Owner

By: _____
Nancy Anne Zinke, Owner

EXHIBIT “A”

SITE PLAN

[Attached]

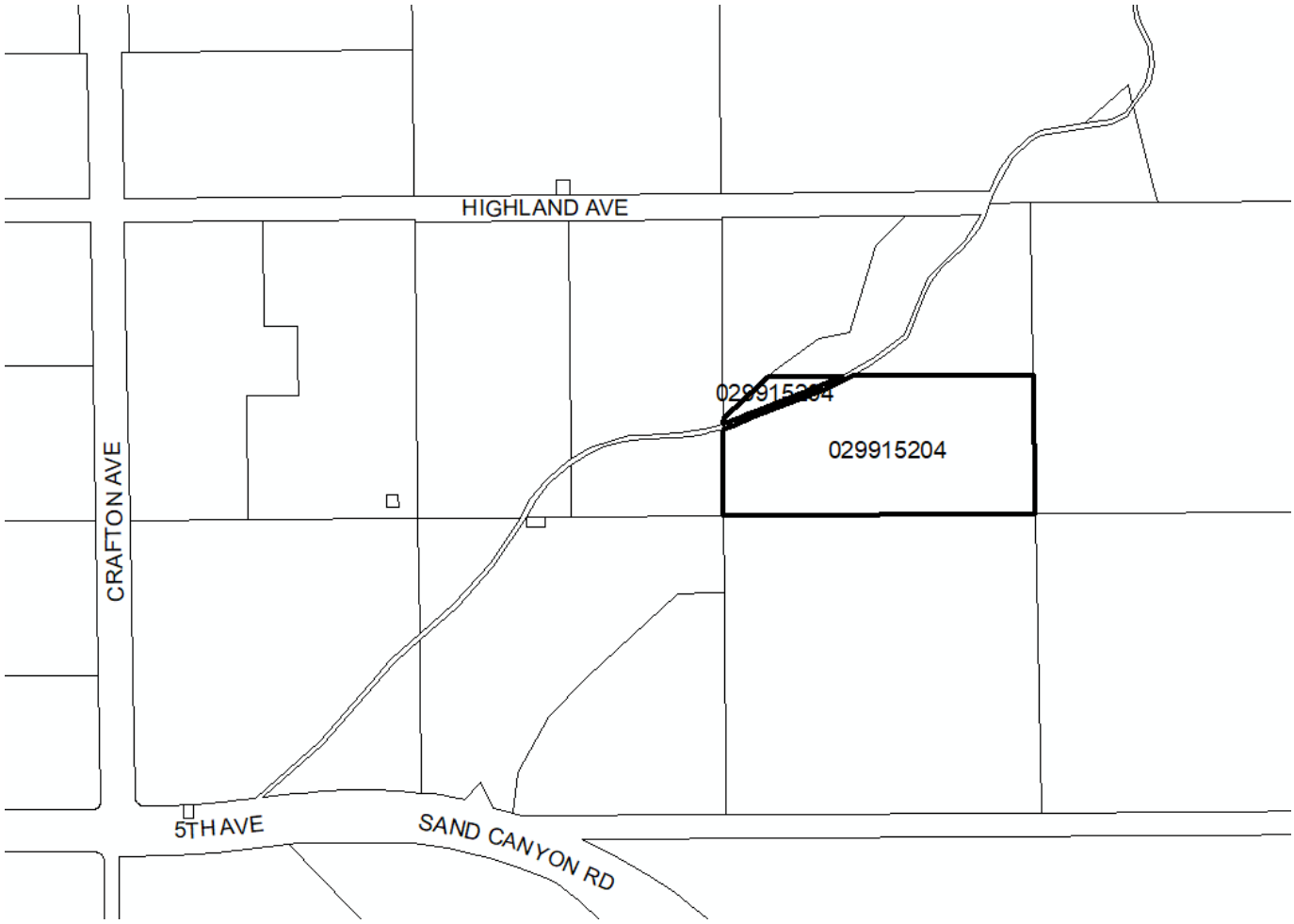
EXHIBIT “B”

GRANT DEED

[Attached]

Exhibit A
Site Plan

31565 Highland Avenue,
Redlands, CA 92374
Pre-Annexation Agreement



RECORDING REQUESTED BY:
Nancy Zinke
AND WHEN RECORDED MAIL TO:

Mr. Ernest A. Zinke
31565 Highland Avenue
Redlands, CA 92374

Recorded in Official Records, County of San Bernardino

9/19/2012
3:34 PM
MP

DENNIS DRAEGER
ASSESSOR – RECORDER – CLERK

P Counter

Doc#: 2012–0387715

Titles: 1 Pages: 2

Fees	18.00
Taxes	0.00
Other	0.00
PAID	$18.00

Title Order No.:

Escrow No.:

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $0.00
Computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
Unincorporated area [ ] City of **Unincorporated area**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ernest A. Zinke, a Married Man, as his sole and separate property

hereby GRANT(s) to:

Ernest A. Zinke and Nancy Anne Zinke, Husband and Wife as Joint Tenants

the real property in the City of Unincorporated are County of San Bernardino, State of California,
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 31565 Highland Avenue Redlands, CA 92506
AP#: 0299-152-04

DATED September 14, 2012

Ernest A. Zinke

STATE OF CALIFORNIA
COUNTY OF Riverside
On September 14, 2012
before me, Leslie A. Robson,
A Notary Public in and for said State personally appeared
Ernest A. Zinke

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

LESLIE A. ROBSON
COMM.# 1839290
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. MAR. 2, 2013

Signature Leslie A Robson (Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Bernardino, State of California, described as follows:

PARCEL 1: APN: 0299-152-01 (PORTION)

LOT 1, IN BLOCK 22, OF THE CRAFTON TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

TOGETHER WITH THAT PORTION OF THE SOUTH ONE-HALF OF HIGHLAND AVENUE (FOURTH AVENUE) ADJOINING SAID LOT 1 ON THE NORTH, VACATED AND ABANDONED BY A RESOLUTION OF THE BOARD OF SUPERVISORS RECORDED JANUARY 10, 1951 IN BOOK 2700, PAGE 473 OF OFFICIAL RECORDS;

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF LOT 2, BLOCK 22 OF SAID CRAFTON TRACT;

THENCE NORTH 293.23 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED IN INSTRUMENT NUMBER 2007-0626027, RECORDS OF SAID COUNTY;

THENCE EAST 29.08 FEET PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO A LINE PARALLEL WITH AND 29.08 FEET EAST OF SAID EAST LINE OF LOT 2;

THENCE SOUTH 293.23 FEET PARALLEL WITH AND 29.08 FEET EAST OF SAID EAST LINE OF LOT 2 TO THE SOUTH LINE OF SAID LOT 1;

THENCE WEST 29.08 FEET ALONG SAID SOUTH LINE OF LOT 1 TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, AS INSTRUMENT NO. 14-67095, OF OFFICIAL RECORDS.

PARCEL 2: APN: 0299-152-03 & 0299-152-04 (PORTION)

LOT 3, IN BLOCK 22, OF THE CRAFTON TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

TOGETHER WITH THAT PORTION OF THE EAST ONE-HALF OF "C" STREET ADJOINING SAID LOT 3 ON THE WEST, VACATED AND ABANDONED BY A RESOLUTION OF THE BOARD OF SUPERVISORS ON JULY 7, 1903;

ALSO TOGETHER WITH THAT PORTION OF LOT 2, OF SAID CRAFTON TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2 AND THE CENTER LINE OF "C" STREET (NOW VACATED) AS SHOWN ON SAID CRAFTON TRACT:

THENCE NORTH 155.00 FEET ALONG SAID CENTER LINE OF "C" STREET TO A LINE PARALLEL WITH AND 155.00 FEET NORTH OF SAID SOUTH LINE OF LOT 2;

THENCE EAST 55.00 FEET PARALLEL WITH AND 155.00 FEET NORTH OF SAID SOUTH LINE OF LOT 2 TO A LINE PARALLEL WITH AND 55.00 FEET EAST OF SAID CENTER LINE OF "C" STREET;

THENCE SOUTH 155.00 FEET PARALLEL WITH AND 55.00 FEET EAST OF SAID CENTER LINE OF "C" STREET TO THE SOUTH LINE OF SAID LOT 2;

THENCE WEST 55.00 FEET ALONG SAID SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, AS INSTRUMENT NO. 14-67096, OF OFFICIAL RECORDS.

PARCEL 3: APNS: 0299-152-04 (PORTION) & 0299-152-01 (PORTION)

ALL THAT PORTION OF THE PROPERTY DESCRIBED IN EXHIBIT ONE OF INSTRUMENT NUMBER 2007-0626027 RECORDED NOVEMBER 9, 2007 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

LOT 2, BLOCK 22 OF CRAFTON TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 2 LYING NORTHERLY AND WESTERLY OF A LINE LOCATED AND BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 2, 360 FEET SOUTH OF THE CENTER LINE OF HIGHLAND AVENUE AND RUNNING THENCE WEST, PARALLEL WITH THE CENTER LINE OF SAID HIGHLAND AVENUE, 548 FEET;

THENCE SOUTH 48° 45' WEST, 143 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF SAID LOT 2, AS SAID LINE WAS ESTABLISHED BY BOUNDARY LINE DEEDS BY AND BETWEEN LEWIS F. CASE AND ESTELLE W. CASE, SOMETIMES KNOWN AS LENA E. CASE, HUSBAND AND WIFE AND ELLISON ROBBINS CANTERBERRY AND HAZEL J. CANTERBERRY, HIS WIFE, DATED JANUARY 19, 1928, RECORDED IN BOOK 324, PAGES 77 AND 78, RESPECTIVELY, OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF "C" STREET LYING BETWEEN HIGHLAND AVENUE AND FIFTH AVENUE ADJACENT TO THE PROPERTY HEREIN DESCRIBED ON THE WEST, AS VACATED AND ABANDONED BY A RESOLUTION OF THE BOARD OF SUPERVISORS ON JULY 7, 1903.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2 AND THE CENTER LINE OF "C" STREET (NOW VACATED) AS SHOWN ON SAID CRAFTON TRACT;

THENCE NORTH 155.00 FEET ALONG SAID CENTER LINE OF "C" STREET TO A LINE PARALLEL WITH AND 155.00 FEET NORTH OF SAID SOUTH LINE OF LOT 2;

THENCE EAST 55.00 FEET PARALLEL WITH AND 155.00 FEET NORTH OF SAID SOUTH LINE OF LOT 2 TO A LINE PARALLEL WITH AND 55.00 FEET EAST OF SAID CENTER LINE OF C STREET;

THENCE SOUTH 155.00 FEET PARALLEL WITH AND 55.00 FEET EAST OF SAID CENTER LINE OF "C" STREET TO THE SOUTH LINE OF SAID LOT 2;

THENCE WEST 55.00 FEET ALONG SAID SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF LOT 1, BLOCK 22 OF SAID CRAFTON TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF LOT 2, BLOCK 22 OF SAID CRAFTON TRACT;

THENCE NORTH 293.23 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED IN INSTRUMENT NUMBER 2007-0626027, RECORDS OF SAID COUNTY;

THENCE EAST 29.08 FEET PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO A LINE PARALLEL WITH AND 29.08 FEET EAST OF SAID EAST LINE OF LOT 2;

THENCE SOUTH 293.23 FEET PARALLEL WITH AND 29.08 FEET EAST OF SAID EAST LINE OF LOT 2 TO THE SOUTH LINE OF SAID LOT 1;

THENCE WEST 29.08 FEET ALONG SAID SOUTH LINE OF LOT 1 TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, AS INSTRUMENT NO. 14-67097, OF OFFICIAL RECORDS.

APN: 0299-152-01-0-000 & 0299-152-03-0-000 & 0299-152-04-0-000

City Council Meeting **J. 14.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids for the 2023 CIP Sewer Pipeline Replacement Project, Project No. 521030, and direct staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that the City Council reject all bids received for the 2023 CIP Sewer Pipeline Replacement Project, and direct staff to solicit new bids.

RECOMMENDATION:

Staff recommends City Council reject all bids received for the 2023 CIP Sewer Pipeline Replacement Project, Project No. 521030, and direct staff to solicit new bids for the project.

DISCUSSION:

The 2023 CIP Sewer Pipeline Replacement Project (Project) will rehabilitate wastewater collection pipelines at numerous locations throughout the City. The Project will use cured-in-place pipe (CIPP) technology to rehabilitate approximately 12,560 linear feet of sewer pipelines, and will remove and replace approximately 7,200 linear feet of sewer pipeline using traditional trenching practices. These pipelines were selected based on maintenance history and inspection records.

Staff prepared plans and specifications and advertised the Project for bids in January 2024. On February 14, 2024, the City Clerk's office received and opened four (4) bids for the Project. Bid Opening Report is attached to the report and summarized in the table below:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Schedule Total Price**
1. CEM Construction Corp, Montebello, CA	$2,891,935.00
2. Pacific West Underground Inc, Yucaipa, CA	$2,916,417.00
3. GRBCON, Inc., Baldwin Park, CA	$3,175,518.50
4. Tryco General Engineering, Rimforest, CA	$3,207,058.00

All bids significantly exceed the $2,500,000 construction cost estimate and available Project funding. Staff recommends that the City Council reject all bids and direct staff to re-advertise the Project. If approved, the Project will be re-advertised in late-April 2024.

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:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with rejecting all bids received.

Attachments

Bid Opening Report

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **14th day of February 2024 at 3:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2023 CIP Sewer Pipeline Replacement Project – Project No. 521030**. 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	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	CEM Construction Corp., Montebello CA	Yes	Yes	N/A	$2,891,935.00
2	Pacific West Underground Inc., Yucaipa CA	Yes	Yes	N/A	$2,916,417.00
3	GRBCON, Inc., Baldwin Park CA	Yes	Yes	N/A	$3,175,518.50
4	Tryco General Engineering, Rimforest CA	Yes	Yes	N/A	$3,207,058.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Johana Silva, Goutam Dobey

City Council Meeting **J. 15.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Non-Professional Services Agreement with Valley Cities Gonzales Fence, Inc. for on-call fence and/or gate repair and installation services for an amount not-to-exceed $180,000, and determine that this action is exempt from environmental review pursuant to section 15301(l)(4) 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 a Non-Professional Services Agreement with Valley Cities Gonzales Fence, Inc. is exempt from environmental review pursuant to section 15301(l)(4) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Non-Professional Services Agreement with Valley Cities Gonzales Fence, Inc.

RECOMMENDATION:

Staff recommends that City Council determine approval of the Non-Professional Services Agreement with Valley Cities Gonzales Fence, Inc. is exempt from environmental review pursuant to section 15301(l)(4) of the State's guidelines implementing the California Environmental Quality Act, and approve the Non-Professional Services Agreement with Valley Cities Gonzales Fence, Inc. for on-call fence and/or gate repair and installation services for an amount not-to-exceed $180,000.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) operates and maintains water and wastewater utility infrastructure and facilities throughout the City including forty-five (45) potable and non-potable groundwater wells, thirty-eight (38) booster pumps, two (2) surface water treatment plants, one (1) wastewater treatment plant, one (1) sewer lift station, and percolation ponds. Each of these facilities is enclosed by security fencing that also ensures public safety and regulatory compliance. MUED staff has noted an alarming increase in fence tampering and breach incidents related to vandalism and theft, each of which requires unanticipated fencing and/or equipment repairs.

In accordance with Redlands Municipal Code 2.16.180, staff issued a Request for Bids (RFB) for on-call fence and/or gate repair and installation services on February 21, 2024. The RFB requested unit prices for linear foot quantities of typical fencing repair/installation services for bid comparison only. No minimum quantity or value of work is guaranteed, and actual costs will be determined as services are needed throughout the year. The City Clerk's office received the following five (5) proposals on March 07, 2024:

N0.	Plan Holder's Name	Location	Total Bid Amount
1	Valley Cities Gonzales Fence, Inc.	Norco, CA	$99,800.00
2	AB Fence Company	Beaumont, CA	$190,000.00
3	Everfence	Santa Fe Springs, CA	$229,500.00
4	Red Hawk Services, Inc.	Perris, CA	$417,642.00
5	Baja Coast Fence	Menifee, CA	$541,800.00

MUED staff reviewed each bid and determined that Valley Cities Gonzales Fence, Inc. submitted the lowest responsive and responsible bid. Staff recommends City Council approval of the Non-Professional Services Agreement with Valley Cities Gonzales Fence, Inc. for an initial term of one (1) year, with a not-to-exceed value of $60,000. If approved, the Agreement may be extended for two (2) additional one (1) year periods, each with an annual not-to-exceed value of $60,000, resulting in a total potential agreement value of $180,000.

Approval of the Non-Professional Service Agreement with Valley Cities Gonzales Fence, Inc. is exempt from environmental review pursuant to section 15301(l)(4) of the State's guidelines implementing the California Environmental Quality Act, which exempts the demolition and removal of individual small structures, including fences.

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:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$30,000
Budgeted Y/N:	Yes
Account No.:	501900

Discussion:

Sufficient funding for these services is included in the Fiscal Year 23/24 Water Service Budget.

Fiscal Year:	FY 23/24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$30,000
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

Sufficient funding for these services is included in the Fiscal Year 23/24 Wastewater Service Budget.

Attachments

Agreement
Bid Proposal
Bid Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of On-call Fence/Gate Repair & Installation Services ("Agreement") is made and entered in this 16th day of April, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Valley Cities Gonzales Fence, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform On-call Fence/Gate Repair & Installation Service services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention, and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of sixty thousand dollars ($60,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of sixty thousand dollars ($60,000) for the first Extended Term; and sixty thousand dollars ($60,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one hundred eighty thousand dollars ($180,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

CITY	CONTRACTOR
City Clerk	David Gonzales, President
City of Redlands	Valley Cities Gonzales Fence, Inc.
35 Cajon Street	1338 Sixth St.
P.O. Box 3005 (mailing)	Norco, CA, 92860
Redlands, CA 92373	davecf@gmail.com
jdonaldson@cityofredlands.org	(951) 735-1145
(909) 798-7531	(951) 735-9683

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates,

summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

Valley Cities Gonzales Fence, Inc.

By: _____
David Gonzales, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide all labor, equipment, and materials to repair and/or install fences and/or gates as requested by the City of Redlands in locations including, but not limited to:

- City-owned building facilities and grounds
- City-owned rights-of-way
- City-owned Water/Wastewater Facilities, but not limited to:
  surface water treatment plant(s), wastewater treatment plant, well site(s), reservoir site(s), lift station, percolations ponds.

The Contractor shall provide and repair/install various types of fencing as requested by the City to secure various structures or properties. Additionally, the Contractor shall be responsible for the removal and environmentally sound disposal of any existing fencing and gates being replaced or repaired, in accordance with local regulations and guidelines.

The Contractor shall provide such services at any time (24 hours/day, seven days/week). The response time for repairs/installations must be within 72 hours, and emergency repairs/installations must be completed within 24 hours of notification by the City.

The Contractor must expedite all work and maintain continuous operations until the repairs/installations are completed.

City may request items that are not listed in Part 4, Price and Fee Bid. In such an event, City is willing to pay an amount equal to the manufacturer's current published list price plus a nominal markup up to 10%.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Valley Cities Gonzales Fence, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated April 16, 2024, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Hundred Eighty Thousand Dollars ($180,000) 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 _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

("Price and Fee Bid")

Item No.	Description	Qty.	UoM	Unit Price	Extended Price
1	6 ft Chain Link Fence (Installation)	1000	LF	$ 29.00	$ 29,000.00
2	6 ft Chain Link Fence (Repair)	500	LF	$ 35.00	$ 17,500.00
3	6 ft Chain Link Gate Removed and Discarded	1000	LF	$ 9.50	$ 9,500.00
4	6 ft Chain Link Gate , with Gate Posts (Installation)	200	LF	$ 72.00	$ 14,400.00
5	6 ft Chain Link Gate , with Gate Posts (Repair)	100	LF	$ 65.00	$ 6,500.00
6	6 ft Chain Link Gate and Gate Posts Removed and Discarded	200	LF	$ 32.00	$ 6,400.00
7	Conventional Twisted Barbed Wire (Installation)	1000	LF	$ 7.00	$ 7,000.00
8	Conventional Twisted Barbed Wire (Repair)	500	LF	$ 9.00	$ 4,500.00
9	Conventional Twisted Barbed Wire Removed and Discarded	1000	LF	$ 5.00	$ 5,000.00
				Total Bid (Extended Price)	$ 99,800.00

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: Ninety-Nine Thousand Eight Hundred Dollars

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.

Valley Cities Gonzales Fence, Inc.

By:_____ Date: _____
David Gonzales, President

PART 2
REQUEST FOR BID #20240221-01FM
On-call Fence/Gate Repair & Installation Services

BID DOCUMENTS COVER PAGE	
Name of Firm, Entity or Organization:	Valley Cities Gonzales Fence, Inc.
Federal Employer Identification Number (EIN):	[redacted]
State of California License Number (if applicable):	575325 (C-13)
Name of Contact person:	David Gonzales
Title:	President
Email address:	davevcf@gmail.com
Mailing Address:	1338 Sixth St.
Street Address (if different):	Same
City, State, Zip:	Norco, Ca 92860
Telephone:	(951) 735-1145 **Fax:** (951) 735-9683

Organization (check one): Corporation: ☒ Proprietorship: ☐ Other: ☐ Partnership: ☐ Joint Venture: ☐

If Corporation:
Date of Incorporation: 2/15/2000 **State of Incorporation:** California

States Registered in as Foreign Corporation: N/A

Authorized Signature:

Print Name: David Gonzales

Signature:

Title: President

Phone: (951) 735-1145

This document must be completed and returned with your submittal.

BIDDER CERTIFICATION

On-call Fence/Gate Repair & Installation Services

Submit To: City of Redlands	
Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**City of Redlands** **Request for Bid (RFB Certification And Addenda Acknowledgment**

DUE DATE:	DUE TIME:	REQUEST FOR BID
Thursday March 07, 2024	10:30am	#20240221-01FM

BIDDER NAME: Valley Cities Gonzales Fence, Inc.	**PHONE NUMBER:** (951)735-1145
BIDDER MAILING ADDRESS: 1338 Sixth St.	**FAX NUMBER:** (951)735-9683
CITY/STATE/ZIP Norco, Ca 92860	**E-MAIL ADDRESS:** davevcf@gmail.com

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

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

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

David Gonzales, President		3/1/24
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	David Gonzales
TITLE	President
OFFICE PHONE	(951) 735-1145
CELL	(951) 830-6092
FAX	(951) 735-9683
HOURS AVAILABLE	24 HRS
CONTRACT MANAGER	
NAME	David Gonzales
TITLE	President
OFFICE PHONE	(951) 735-1145
CELL	(951) 830-6092
FAX	(951) 735-9683
HOURS AVAILABLE	24 HRS
ALTERNATE CONTACT	
NAME	Marcus Gonzales
TITLE	Sales
OFFICE PHONE	(951) 735-1145
CELL	(951) 347-5443
FAX	(951) 735-9683
HOURS AVAILABLE	24 HRS
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	David Gonzales
TITLE	President
OFFICE PHONE	(951) 735-1145
CELL	(951) 830-6092
FAX	(951) 735-9683
HOURS AVAILABLE	24 HRS

STATEMENT OF "NO-PROPOSAL RESPONSE"

City of Redlands

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to:

City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street Ste. 15A, Redlands, CA 92373
Attn: Fernando Mata, Wastewater Utility Manager

We, the undersigned, have declined to submit a proposal on your RFB: # 20240221-FM

BID TEMPLATE NAME

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks: _____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____ Title: _____

Telephone Number: _____ Date: _____

PART 3
SCOPE OF SERVICES

SCOPE
The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: On-call Fence/Gate Repair & Installation Services.

The successful bidder(s) must have the ability to provide all labor, equipment, and materials to repair and/or install fences and/or gates as requested by the City of Redlands in locations including, but not limited to:

- City-owned building facilities and grounds
- City-owned rights-of-way
- City-owned Water/Wastewater Facilities, but not limited to:
  surface water treatment plant(s), wastewater treatment plant, well site(s), reservoir site(s), lift station, percolations ponds.

The Contractor shall provide and repair/install various types of fencing as requested by the City to secure various structures or properties. Additionally, the Contractor shall be responsible for the removal and environmentally sound disposal of any existing fencing and gates being replaced or repaired, in accordance with local regulations and guidelines.

The Contractor shall provide such services at any time (24 hours/day, seven days/week). The response time for repairs/installations must be within 72 hours, and emergency repairs/installations must be completed within 24 hours of notification by the City.

The Contractor must expedite all work and maintain continuous operations until the repairs/installations are completed.

City may request items that are not listed in Part 4, Price and Fee Bid. In such an event, City is willing to pay an amount equal to the manufacturer's current published list price plus a nominal markup up to 10%.

Pre-Bid Conference on Wednesday, February 28, 2024 @ 09:00 am will be held at 1950 Nevada St. Redlands, CA

The successful bidder will be issued an annual purchase order ("contract") for the fiscal year 2023/2024, with optional extensions.

Valley Cities/ Gonzales Fence, Inc.

Questions concerning recent construction projects completed:

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.[10] Names and references must be current and verifiable.

Project Name: Ralph B. Clark Regional Park
Location: 8800 Rosecrans, Bluna Park, Ca
Owner: OC Parks
Owner Contact (name, current phone number, and email):
(714) 973-3170
clarkpark@ocparks.com

Architect or Engineer: _____

Architect or Engineer Contact (name, current phone number, and email):

_____
_____

Construction Manager (name, current phone number, and email):
Jenny Phi
(714) 480-6524 huong.phi@occr.ocgov.com

Description of Project, Scope of Work Performed:
Fencing Improvements
_____

Total Value of Construction (including change orders): 46,840.00

Original Scheduled Completion Date: 9/5/23

Time Extensions Granted (number of days): 0

Actual Date of Completion: 9/5/23

* * * * *

[10] If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Valley Cities/ Gonzales Fence, Inc.

Questions concerning recent construction projects completed:

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.[10] Names and references must be current and verifiable.

Project Name: Great Park Backstop
Location: City of Irvine
Owner: City of Irvine
Owner Contact (name, current phone number, and email):
City of Irvine
(949) 724-6180

Architect or Engineer: _____

Architect or Engineer Contact (name, current phone number, and email):

_____
_____

Construction Manager (name, current phone number, and email):
Joel Miller
(949) 724-7707 JMiller@cityofirvine.org

Description of Project, Scope of Work Performed:
Chain Link Backstops
_____

Total Value of Construction (including change orders): 100,700.00

Original Scheduled Completion Date: 2/15/23

Time Extensions Granted (number of days): 0

Actual Date of Completion: 2/15/23

* * * * *

[10] If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Valley Cities/ Gonzales Fence, Inc.

Questions concerning recent construction projects completed:

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.[10] Names and references must be current and verifiable.

Project Name: Grand Crossings S. BIDG 5
Location: 151 Marcellin Dr, City of Industry
Owner: _____
Owner Contact (name, current phone number, and email):

_____

_____

Architect or Engineer: _____

Architect or Engineer Contact (name, current phone number, and email):

_____

_____

Construction Manager (name, current phone number, and email):

Luis Jovel
(562) 948-4344 LJovel@CommerceLP.com

Description of Project, Scope of Work Performed:

Chainlink - Iron fencing
Roll gates - Swing Gates

Total Value of Construction (including change orders): 201,725.00

Original Scheduled Completion Date: 3/1/24

Time Extensions Granted (number of days): 0

Actual Date of Completion: 3/1/24

* * * * *

[10] If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Emailed JFitzpatrick & rec'd

Agreement Number C1008872
Fiscal Year 2023-24

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

MODIFICATION
Operational Support Services

This is modification number **two (2)** to Agreement Number C1008872, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT", and **Valley Cities Gonzales Fence**, hereinafter referred to as "CONTRACTOR" for **fencing services**.

This Agreement is modified in accordance with the modification clause.

Additional terms and conditions are to be added to this Agreement to comply with State of California compliance requirements as follows:

Effective January 1, 2024 and pursuant to Section 2449(i) of Title 13 of the California Code of Regulations, *all Contractors who own or rent off-road diesel fleet vehicles are required to submit their California Air Resources Board ("CARB") Certificate of Reported Compliance ("CRC") to the public works awarding body prior to commencing a public works project of any size.*

CONTRACTOR agrees to submit valid CARB compliance certification, for all owned or rented fleet vehicles being used in this classification by CONTRACTOR or any Subcontractors, prior to commencing work on any project.

Attached Appendix B, CARB Compliance Certification shall be completed by CONTRACTOR prior to signature on this Modification.

All other terms and conditions of this Agreement shall remain the same.

[x] The total amount of this Agreement, including this change, shall remain the same.

[x] CONTRACTOR'S signature is required on this modification.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Signed _____
Authorized Signature

Matt Snellings, Executive Director
Operational Support Services
Printed Name and Title

Date _____

Valley Cities Gonzales Fence
1338 Sixth St
Norco, CA 92860

Signed _____
Authorized Signature

David Gonzales - President
Printed Name and Title

Date 1-25-24

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

PUBLIC WORKS MASTER SERVICES AGREEMENT FOR FENCING AGREEMENT OPERATIONAL SUPPORT SERVICES

This Agreement, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT", and **Valley Cities Gonzales Fence**, hereinafter referred to as "CONTRACTOR", and collectively referred to as the "Parties".

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2022** to **June 30, 2024**.

2. **SERVICES:** CONTRACTOR agrees to provide all labor, material, equipment, and transportation to perform miscellaneous fence services at various locations in Riverside County. The work will include, but is not limited to the following:

   A. **Scope of Work:**
      1. Provide general maintenance, repair, installation, or alteration of gates, fencing, corrals, runs, railing, cribs, guard rails & barriers, playground game equipment, backstops, posts, and flagpoles excluding masonry walls.

   B. **Clean Up:** At completion of work; remove all materials, supplies and debris. Leave each area in a clean and acceptable condition.

   C. **Site Check-In/Checkout:** When entering the site, CONTRACTOR shall be required to check-in and checkout as follows:
      1. Sign-in at the designated office when entering the site.
      2. Name badge and identification must be clearly visible at all times.
      3. Checkout at the designated office when leaving the site.

3. **PAYMENTS AND INVOICES:**

   A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as indicated on **Appendix A**, Listing of Rates.

   B. CONTRACTOR shall submit invoices to the Riverside County Superintendent of Schools, **Accounts Payable**, P.O. Box 868, Riverside, California 92502, or via email to accountspayable@rcoe.us.

4. **COORDINATION:** CONTRACTOR shall coordinate all activities with SUPERINTENDENT'S authorized representatives, **Rafael Torres, Sal Roman, Steve Leland, Luke Haynes, Johnny Armenta, Jessica Mears, Jose Contreras, Eddie Oregel, Cody Backstrom and Lindsay Currier**. This coordination is necessary to insure the following:

   A. That there is no disruption of work,
   B. To avoid delays and inconvenience,
   C. To ensure that the work site is accessible.

5. **NOTICE TO PROCEED:** If applicable, upon receipt of payment and performance bonds, SUPERINTENDENT shall issue a Notice to Proceed. All work shall commence on the date stated in the Notice to Proceed and shall be completed within the time specific on the Notice to Proceed.

6. **WORKMANSHIP:**

CITY OF IRVINE
PURCHASE ORDER

PURCHASING DIVISION
P.O. BOX 19575
IRVINE, CA 92623-9575
(949) 724-6180

P.O. NO.	C/O NO.
589525	

CT RFP NO.	BID NO.	CONTRACT NO.
	COOP	20523

ISSUE DATE:	BUYER:
07/03/23	BRIT RUCKER

VENDOR:

VALLEY CITIES GONZALES FENCE INC
1338 SIXTH ST
NORCO, CA 92860

SHIP TO:

CITY OF IRVINE
ONE CIVIC CENTER PLAZA
IRVINE, CA 92606

DISTRIBUTION LIST:

DAVEVCF@GMAIL.COM
VIENNGUYEN@CITYOFIRVINE.ORG
RESCAMILLA@CITYOFIRVINE.ORG
SGOSLA@CITYOFIRVINE.ORG

ITEM NO.	PROD ID.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
0001		AS-NEEDED FENCE MAINTENANCE AND INSTALLATION THROUGHOUT THE CITY, EXCLUDING THE GREAT PARK. WORK TO BE PERFORMED IN ACCORDANCE WITH CITY OF IRVINE CONTRACT #20523. PRICING IN ACCORDANCE WITH COUNTY OF ORANGE MASTER AGREEMENT MA-080-22010909 WHICH EXPIRES 6/30/2025. THIS STANDING PURCHASE ORDER EXPIRES 6/30/2024. TOTAL PURCHASE ORDER NOT TO EXCEED $40,000.00.	1	NTE	40,000.00	40,000.00

INVOICING AND PAYMENT

Submit invoices to: isubmittal@cityofirvine.org

Payment Terms: Net 30

To ensure prompt payment, please elect an electronic payment method, either through Electronic Fund Transfer (EFT) or Epayables. Contact Accounts Payable at **AP@cityofirvine.org** to sign up.

TERMS AND CONDITIONS:

http://cityofirvine.org/purchasing

NOT VALID UNLESS SIGNED

FOR THE CITY OF IRVINE

PORTIA MINA
PURCHASING AGENT

SUBTOTAL:	40,000.00
TAX:	0.00
FREIGHT:	0.00
GRAND TOTAL:	40,000.00

CITY OF IRVINE
PURCHASE ORDER

PURCHASING DIVISION
P.O. BOX 19575
IRVINE, CA 92623-9575
(949) 724-6180

P.O. NO.	C/O NO.
5S9659	2

CT RFP NO.	BID NO.	CONTRACT NO.
	COOP	20410

ISSUE DATE:	BUYER:
02/29/24	BRIT RUCKER

VENDOR:

VALLEY CITIES GONZALES FENCE INC
1338 SIXTH ST
NORCO, CA 92860

SHIP TO:

CITY OF IRVINE
ONE CIVIC CENTER PLAZA
IRVINE, CA 92606

DISTRIBUTION LIST:

DAVEVCF@GMAIL.COM
FMADMIN@CITYOFIRVINE.ORG
KADDIE@CITYOFIRVINE.ORG
JMILLER@CITYOFIRVINE.ORG

ITEM NO.	PROD ID.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
0001		AS-NEEDED FENCE AND GATE INSTALLATION AND REPAIR AT VARIOUS CITY FACILITIES, EXCLUDING THE GREAT PARK. WORK TO BE PERFORMED IN ACCORDANCE WITH CITY OF IRVINE CONTRACT #20410 AND THE COUNTY OF ORANGE MASTER AGREEMENT MA-080-22010909. THIS STANDING PURCHASE ORDER EXPIRES 6/30/2024. TOTAL PURCHASE ORDER NOT TO EXCEED $5,000.00.	1	NTE	5,000.00	5,000.00
0002		11/30/23 - CHANGE ORDER NO. 1 IS ISSUED TO INCREASE PURCHASE ORDER BY $109,400.00. NEW NOT TO EXCEED IS $114,400.00. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.	1	NTE	109,400.00	109,400.00
0003		2/29/24 - CHANGE ORDER NO. 2 IS ISSUED TO INCREASE PURCHASE ORDER BY $450.00. NEW NOT TO EXCEED IS $114,850.00. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND	1	NTE	450.00	450.00

CONTINUED

INVOICING AND PAYMENT

Submit invoices to: isubmittal@cityofirvine.org

Payment Terms: Net 30

To ensure prompt payment, please elect an electronic payment method, either through Electronic Fund Transfer (EFT) or Epayables. Contact Accounts Payable at **AP@cityofirvine.org** to sign up.

TERMS AND CONDITIONS:
http://cityofirvine.org/purchasing

NOT VALID UNLESS SIGNED
FOR THE CITY OF IRVINE

BRIAN BROWN
PURCHASING AGENT

SUBTOTAL:
TAX:
FREIGHT:
GRAND TOTAL:

CITY OF IRVINE
PURCHASE ORDER

PURCHASING DIVISION
P.O. BOX 19575
IRVINE, CA 92623-9575
(949) 724-6180

P.O. NO.	C/O NO.
5S9659	2

CT RFP NO.	BID NO.	CONTRACT NO.
	COOP	20410

ISSUE DATE:	BUYER:
02/29/24	BRIT RUCKER

VENDOR:

VALLEY CITIES GONZALES FENCE INC
1338 SIXTH ST
NORCO, CA 92860

SHIP TO:

CITY OF IRVINE
ONE CIVIC CENTER PLAZA
IRVINE, CA 92606

DISTRIBUTION LIST:

ITEM NO.	PROD ID.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT

EFFECT.

INVOICING AND PAYMENT

Submit invoices to: isubmittal@cityofirvine.org

Payment Terms: Net 30

To ensure prompt payment, please elect an electronic payment method, either through Electronic Fund Transfer (EFT) or Epayables. Contact Accounts Payable at **AP@cityofirvine.org** to sign up.

TERMS AND CONDITIONS:
http://cityofirvine.org/purchasing

NOT VALID UNLESS SIGNED
FOR THE CITY OF IRVINE

BRIAN BROWN
PURCHASING AGENT

SUBTOTAL:	114,850.00
TAX:	0.00
FREIGHT:	0.00
GRAND TOTAL:	114,850.00

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

5130 Riverside Drive • Chino, CA 91710 • 909.628.1201 • www.chino.k12.ca.us
Student Achievement • Safe Schools • Positive School Climate • Humility • Civility • Service

BOARD OF EDUCATION: Donald L. Bridge • Andrew Cruz • Jonathan E. Monroe • James Na • Sonja Shaw • SUPERINTENDENT: Norm Enfield, Ed.D.

January 31, 2022

To Whom it may concern,

I am writing to recommend the use of Valley Cities Gonzales Fencing Inc.

Chino Valley Unified School District has been using Valley Cities Fence to supply fencing and gate materials for over the past (11) years and we have always been satisfied. They do an excellent job, are always punctual, reliable and offer the most competitive rates around.

Our District has hired Valley Cities Fence in these past years to install larger fence projects as well. They are competitive and have also wone a few of our bid projects.

I am happy to recommend the services of Valley Cities Fence. If you have any questions, please feel free to contact me.

(909) 721- 8897

Sincerely,

Martin Silveira

Director of Maintenance and Operations

Chino Valley Unified School District

(909) 721- 8897

CORONA NORCO
UNIFIED SCHOOL DISTRICT

Samuel Buenrostro, Ed.D., *Superintendent* (951) 736-5010
Lisa Simon, Ed.D., *Deputy Superintendent Educational Services* (951) 736-5080
Dalia Gadelmawla, *Asst. Superintendent Business Services* (951) 736-5035
Glen A. Gonsalves, *Asst. Superintendent Human Resources* (951) 736-5064
Ben Odipo, PMP, *Asst. Superintendent Information Technology* (951) 736-5190
Reggie Thompkins, Ed.D., *Asst. Superintendent Instructional Support* (951) 736-5111
Evita Tapia-Gonzalez, *Chief of Communications Executive Services* (951) 736-5003
Jeremy Goins, Ed.D., *Exec. Dir. of Development Executive Services* (951) 736-5010

February 6, 2023

Valley Cities Fence
1338 6th Street
Norco, CA 92860
(951) 534-5641

RE: Contractor Recommendation Letter

To Whom It May Concern,

This is to inform you that we, the Corona-Norco Unified School District, have worked with Valley Cities Fence, for the last twenty-five (25) years for various fencing supply, installation, maintenance and repair projects districtwide.

Valley Cities Fence has a reliable team that consists of efficient and experienced managers, and specialized labor that assists our District while consistently completing their projects on time and budget.

The Corona-Norco Unified School District happily recommends Valley Cities Fence for any organization that is looking for efficient and reliable fencing contractors.

Sincerely,

Tim Russell
Corona-Norco Unified School District
Support Services, Building Trades, Supervisor

Board of Education
Jose W. Lalas, Ph.D. *Stacy Nicola* *Bill Pollock* *Chris Raahauge* *Mary Helen Ybarra*

PART 4
PRICE AND FEE BID
BID # 20240221-FM
On-call Fence/Gate Repair & Installation Servies

Award will be made to the lowest responsive and responsible bidder per line item unit cost. Bid line items your company intends to bid and write "No Bid" online items you will not be bidding to complete the bid table. Usage varies throughout the year(s), therefore estimated quantities used, (see page 18, item 9. INTENT OF CONTRACT (b) ANNUAL CONTRACTS).

Item #	Description	Qty.	UoM	Unit Price	Extended Price
1	6 ft Chain Link Fence (Installation)	1000	LF	$ 29.00	$ 29,000.
2	6 ft Chain Link Fence (Repair)	500	LF	$ 35.00	$ 17,500.
3	6 ft Chain Link Gate Removed and Discarded	1000	LF	$ 9.50	$ 9,500.00
4	6 ft Chain Link Gate, with Gate Posts (Installation)	200	LF	$ 72.00	$ 14,400.00
5	6 ft Chain Link Gate, with Gate Posts (Repair)	100	LF	$ 65.00	$ 6,500.00
6	6 ft Chain Link Gate and Gate Posts Removed and Discarded	200	LF	$ 32.00	$ 6,400.00
7	Conventional Twisted Barbed Wire (Installation)	1000	LF	$ 7.00	$ 7,000.00
8	Conventional Twisted Barbed Wire (Repair)	500	LF	$ 9.00	$ 4,500.00
9	Conventional Twisted Barbed Wire Removed and Discarded	1000	LF	$ 5.00	$ 5,000.00
				Total Bid (Extended Price)	$ 99,800.00

TOTAL PRICE WRITING IN WORDS Ninety-Nine Thousand, Eight Hundred Dollars & no cents

TOTAL PRICE WRITING IN WORDS Ninety-Nine Thousand, Eight Hundred Dollars & no Cents

CONTRACT TERM (Please Complete)

The City may ☒ or may not ☐ exercise its option to renew this agreement as stipulated under the same price, terms and conditions for a period one ☐ two ☐ three ☒ additional year(s).

Signature _____ Title President Date 3/1/24

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2024

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in the City of Redlands, California Only"

Business Name	VALLEY CITIES GONZALES FENCE INC
Business Location	1338 6Th St Norco, Ca 92860-1359
Business Owner(s)	DAVID GONZALES REBECCA GONZALES
Business Type	Subcontractor
Description	FENCING CONTRACTORS

VALLEY CITIES GONZALES FENCE INC
1338 6TH ST
NORCO, CA 92860-1359

Certificate Number:	08107675
Effective Date	March 01, 2024
Expiration Date	December 31, 2024

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (909) 479-2111.

VALLEY CITIES GONZALES FENCE INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

VALLEY CITIES GONZALES FENCE INC
1338 6TH ST
NORCO, CA 92860-1359

Certificate Number:	**08107675**
Date of Issue:	**03/01/2024**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **7th day of March 2024 at 10:30 a.m.** on behalf of the Municipal Utilities and Engineering Department for **On Call Fence and Gate Repair/Installation – 20240221-FM**. 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 (1)	Total Bid Amount
1	Valley Cities Gonzales Fence Inc., Norco CA	Yes	None acknowledged	$ 99,800.00
2	AB Fence Company, Beaumont CA	Yes	1 addenda acknowledged	$190,000.00
3	Everfence, Santa Fe Springs CA	Yes	None acknowledged	$229,500.00
4	Red Hawk Services Inc., Perris CA	Yes	1 addenda acknowledged	$417,642.00
5	Baja Coast Fence, Menifee CA	Yes	1 addenda acknowledged	$541,800.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Fernando Mata; LaWanda Butler

City Council Meeting **J. 16.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Cooperative Agreement with the County of Riverside to rehabilitate portions of Live Oak Canyon Road for an amount not-to-exceed $39,780, 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 that approval of the Cooperative Agreement with the County of Riverside to rehabilitate portions of Live Oak Canyon Road is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move City Council approval of the Cooperative Agreement with the County of Riverside to rehabilitate portions of Live Oak Canyon Road for an amount not-to-exceed $39,780.

RECOMMENDATION:

Staff recommends City Council approval of a Cooperative Agreement with the County of Riverside to rehabilitate portions of Live Oak Canyon Road and determination 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.

DISCUSSION:

In January 2024, Riverside County (County) staff informed MUED staff of the County's plan to slurry seal portions of Live Oak Canyon Road within the County's jurisdiction. Approximately 1.10 miles of Live Oak Canyon Road within the County project corridor crosses into the Redlands city limits and will be excluded from the County's project without collaboration between the County and City. Additionally, this segment of Live Oak Canyon Road is scheduled for improvement with the City's FY 24/25 Street Rehabilitation Project, and including this work with the County's project will reduce contractor mobilization costs. Therefore, the County and MUED staff partnered to draft a Cooperative Agreement to ensure the entire pavement surface within the project corridor is improved. A project location map is included on page 9 of the Cooperative Agreement.

The improvement of the portions of Live Oak Canyon Road within the City's jurisdiction is estimated to cost $30,780 and County administrative, testing, and inspection services are not anticipated to exceed $5,000. MUED staff recommends City Council approve the $39,780 Cooperative Agreement with the County, which also includes $4,000 to resolve unanticipated construction issues. Approval of the Cooperative Agreement with the County will confirm each agency's roles, responsibilities, and contributions to the project and is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act because this activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

Strategic Priority D, Strategic Objective 3 - Infrastructure. Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	No
Account No.:	211910

Discussion:

There is no fiscal impact associated with this action since the City's proportional share of the project cost will be included in the FY 24/25 budget.

Attachments

Riverside County Service Agreement

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF REDLANDS

FOR

LIVE OAK CANYON ROAD SLURRY SEAL IMPROVEMENTS

This Agreement is entered into this 16th day of April, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department (hereinafter "COUNTY") and the City of Redlands, a municipal corporation, (hereinafter “CITY”) for slurry seal improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a “PARTY” and collectively as the “PARTIES”.

RECITALS

A. WHEREAS, CITY has determined to seal the existing asphalt surface on Live Oak Canyon Road which consists of the following segment: Live Oak Canyon Road from 1680’ E San Timoteo Canyon Road to 7508’ E San Timoteo Canyon Road (approximately 5876 linear feet by 11 feet wide) in the Redlands area of Riverside County (hereinafter “CITY PROJECT”).

B. WHEREAS, CITY has determined that it requires construction services to place the slurry seal on Live Oak Canyon Road as shown in Exhibit A and that a slurry seal will be applied that consists of the application of a mixture of water, asphalt emulsion, aggregate, and chemical additives to an existing asphalt concrete pavement surface.

C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal random cracks, replacement of any pavement markings, including cross walks, striping and raised pavement markers.

D. WHEREAS, COUNTY has slurry seal improvement projects within the jurisdictional boundaries of COUNTY along the COUNTY and CITY boundary, which slurry seal improvement projects are sometimes hereinafter referred to collectively as “COUNTY PROJECT”.

E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, and CITY desires to work with the COUNTY to construct the CITY PROJECT, together with the COUNTY PROJECT since COUNTY has extensive experience in the development and implementation of similar type projects.

F. WHEREAS, COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT as part of the COUNTY PROJECT.

G. WHEREAS, COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

SECTION 1 • COUNTY AGREES to:

1. Act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide replacement funding for or to continue with the CITY PROJECT, if funds are not available.
2. Furnish CITY with Maps, Plans, Specifications & Estimate (PS&E) documents for the CITY PROJECT. Final plans for improvements are prepared to COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not begin construction within CITY until CITY has approved the CITY PROJECT portion of the PS&E documents, which approval shall not be unreasonably withheld.
3. Direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
4. Direct COUNTY's contractor to make written application to CITY for an encroachment permit authorizing entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY PROJECT.
5. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT and the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public

construction codes, California Labor Code, and California Public Contract Code, and in accordance with the encroachment permits issued by CITY.

6. Furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
7. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. Construct the CITY PROJECT in accordance with approved PS&E documents.
9. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by COUNTY. If any contract change order causes the construction contract to change by less than 10% of the bid amount for CITY PROJECT, COUNTY is authorized by CITY's approval of this Agreement to move forward with such change.
10. Furnish CITY a final reconciliation of CITY PROJECT expenses within ninety (90) days following the completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.
11. Provide CITY one complete set of reproducible as-built plans and all contract documents including calculations, estimates, and other documents produced as part of this contract within ninety (90) days after completion and acceptance of the CITY PROJECT.

SECTION 2 • CITY AGREES to:

1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in

Exhibit "B", CITY will pay such costs pursuant to Subsection 9 and Subsection 10 of Section 1.

2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, Thirty Nine Thousand Seven Hundred Eighty Dollars and Zero Cents ($39,780.00) (the "Deposit"), which represents one hundred percent (100%) of the estimated costs to complete construction including construction administration, inspection and materials testing and contingency for CITY PROJECT, as provided in Exhibit "B".
3. Prepare and approve CEQA clearance for the CITY PROJECT.
4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction, including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT and CITY PROJECT.
5. Provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECT.
6. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required by this Agreement.
7. Pay COUNTY for any final costs associated with the CITY PROJECT that are in excess of the Deposit as determined pursuant to Subsection 10 of Section 1.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun of no more than ten percent (10%) of the construction cost estimate will occur, as described in Exhibit "B", COUNTY may award the contract.
2. If upon opening of bids it is found that a cost overrun exceeding ten percent (10%) of the construction cost estimate will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after fourteen (14) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY shall reimburse CITY

with any unspent portion of the Deposit within forty-five (45) days of termination.

3. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of CITY PROJECT or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for CITY PROJECT.
4. The total cost to CITY to complete construction, including construction administration, inspection and materials testing and a contingency for CITY PROJECT is estimated to be Thirty Nine Thousand Seven Hundred Eighty Dollars and Zero Cents ($39,780.00) as detailed in Exhibit “B”.
5. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.
6. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the slurry seal improvements, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of $2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of $1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY’s contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside, and no further agreement will be necessary to transfer ownership.

9. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT within CITY right of way except as specified in this Agreement or future agreements.
10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
13. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this Agreement upon ninety (90) days written notice to CITY.
14. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
15. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this

Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

16. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:	CITY:
Riverside County Transportation Department	City of Redlands
Attn: Patty Romo	Attn: John Harris
Director of Transportation	Municipal Utilities & Engineering Director
4080 Lemon Street, 8th Floor	35 Cajon St Suite 15A
Riverside, CA 92501	Redlands, CA 92374
Phone: (951) 955-6740	Phone: (909) 798-7551

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____

Patty Romo

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By_____

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____

_____

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

_____ _____

KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

CITY OF REDLANDS Approvals

APPROVED BY:

_____

Eddie Tejeda

Mayor

APPROVED AS TO FORM:

_____

Yvette M. Abich Garcia

City Attorney

ATTEST:

_____

Jeanne Donaldson

City Clerk

EXHIBIT A

VICINITY/ CITY PROJECT MAP

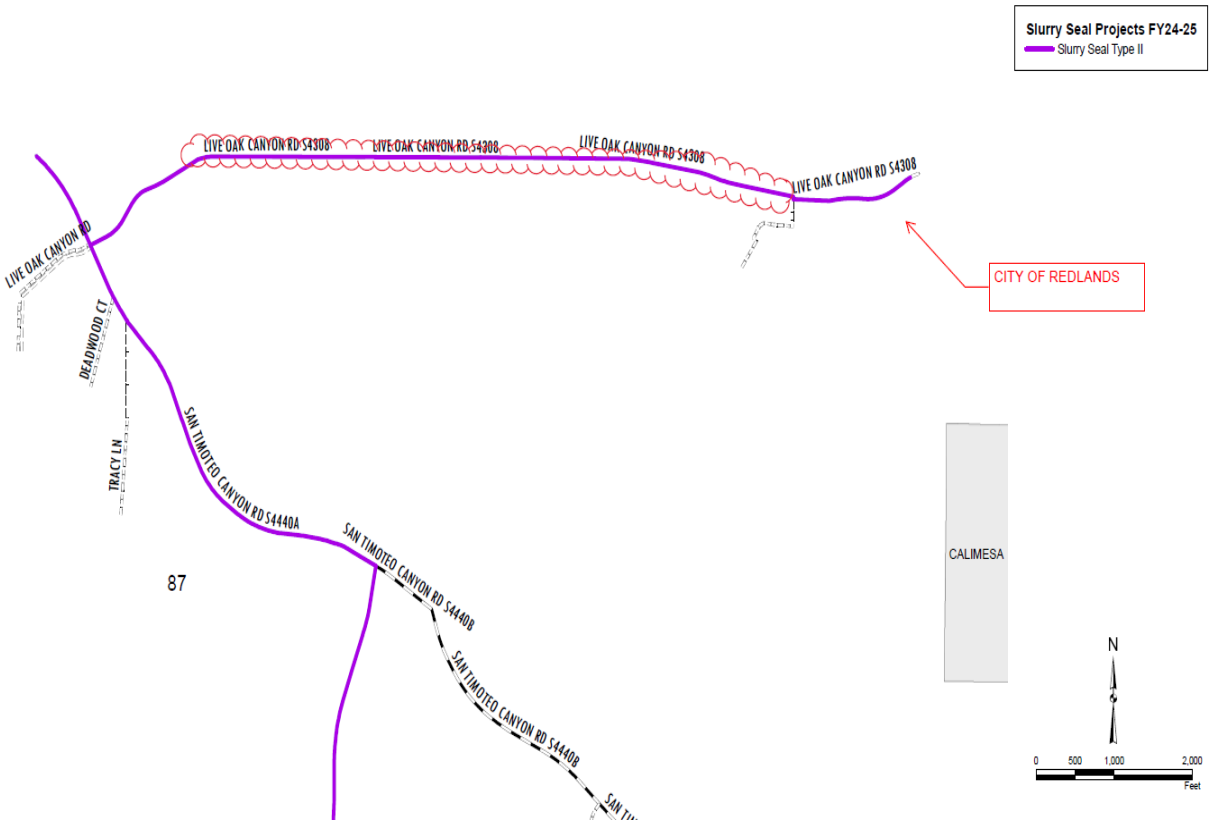


EXHIBIT B

CITY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	$30,780.00
Contingency	$4,000.00
Administration, Inspection & Testing	$5,000.00
TOTAL COST	$39,780.00

City Council Meeting **J. 17.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the grant award from the Department of Resources Recycling and Recovery (CalRecycle) of $94,312 for projects related to the implementation of the Short-Lived Climate Action (SLCP) SB 1383; and approve an additional appropriation of the same (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move to accept the grant award from the Department of Resources Recycling and Recovery (CalRecycle); and

2. I move to approve and additional appropriation of $94,312.

RECOMMENDATION:

Staff recommend that City Council accept a grant award in the amount of $94,312 from the Department of Resources Recycling and Recovery (CalRecycle) for projects related to the implementation of the Short-Lived Climate Action (SLCP) SB 1383; and approve and additional appropriation of the same.

DISCUSSION:

The Department of Resources Recycling and Recovery (CalRecycle) offers the SB 1383 Local Assistance Grant Program pursuant to Chapter 395, Statutes of 2016. The purpose of the grant is to provide funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. On February 20, 2024, City Council adopted Resolution No. 8561 approving the submittal of a grant proposal to CalRecycle to fund efforts to

reduce, recycle, and reuse solid waste generated in the state, thereby preserving landfill capacity and protecting public health and safety and the environment.

Grant funds will be used to build on its existing SB 1383 organics recycling program (established 2021), which complies with the requirement standards set by SB1383. The City introduced a Residential Food Waste Recycling Drop-Off Program that provides drop-off locations for food waste collection throughout the City. This program welcomes all residents who want to participate in California's efforts to reduce climate pollutants by separating their food waste.

In October, 2022 City Council adopted Ordinance No. 2945, introducing a new Chapter (13.67) related to Mandatory Organic Waste Disposal Reduction. Ordinance No. 2945 lays out clear guidelines for separating organic waste from regular refuse for different waste generators, including single-family homes, business requirements for Edible Food Recovery, and instructions for enforcement. The City is committed to sustainable practices and has established specific regulations for Edible Food Recovery, including, but not limited to, procurement procedures and reporting requirements. The Edible Food Recovery program is currently being developed and is expected to launch in early 2024. This approach allows the departments to thoroughly evaluate and refine the program, ensuring that it seamlessly integrates with the City's existing initiatives.

The proposed budget will enable staff to dedicate substantial time engaging in fieldwork and interacting with all eligible parties. This approach will assist staff to better understand how to successfully implement food recovery measures, promote collaboration, and ensure program adherence. The proposed budget will also include funds for organic cart stickers to serve as visual aids to display acceptable/unacceptable organic cart items, printing costs for bill inserts, print media, and advertisements for outreach. The investment in equipment will enhance the organic material recovery program's operational capacity through the purchase of 720 64-gal organic carts, 4,800 small household food waste pails, and four electronic tablets for inspections, organic tracking, education, and outreach by one supervisor and three coordinators. The budget allocation also finances the cost of the City's solid waste compliance software Recyclist for another year and provides resources for four data pulls, ensuring seamless integration between the City's utility billing and tracking systems.

The City of Redlands is dedicated to using funds for initiatives promoting edible food recovery, which is a major component of CalRecycle’s Short Lived Climate Reduction (SLCP) program. It is the Solid Waste Division's goal to work with local food assistance organizations to help in the ongoing fight against food insecurity. In addition, staff is currently pursuing a cooperative agreement with the County of San Bernardino Department of Public Health Environmental Health Services (County). As outlined in the proposed Memorandum of Understanding (MOU), this agreement will designate the County as the

inspector and enforcement agent for all Tier 1 and Tier 2 generators. The proposed MOU has provisions for compensation, aligning with Fiscal Provisions (Section V) as specified in San Bernardino County Code Title 3 Division 15 County Ordinance No. 4434. This agreement provides a clear framework for the City to compensate the County for the outlined services.

ALTERNATIVES:

The City Council may elect to not accept the grant award from CalRecycle at this time.

STRATEGIC PLAN:

Supports Priority D: Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	No
Appropriation Required Y/N:	Y
Amount:	$ 94,312
Budgeted Y/N:	N
Account No.:	511910

Discussion:
The additional appropriation will be applied to the Solid Waste Division fund, offsetting expenses related to the implementation of the Short-Lived Climate Action (SLCP) SB 1383 program.

Attachments

A. Additional Appropriation Form
B. Award Letter
C. Resolution for Grant Submittal

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 02/28/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Software Support/Development	511910	6703	S511008	$ 25,562.00
Promotional Supplies	511910	7806	S511008	$ 6,750.00
Special Departmental Supplies	511910	7810	S511008	$ 62,000.00
				$ $ 94,312.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	511910	4401	S511008	$ 94,312.00
				$ $ 94,312.00

JUSTIFICATION: Receipt of Department of Resources Recovery & Recycling (CalRecycle) grant for implentation and roll-out of Short Lived Climate Pollutants (SLCP) SB 1383 Organic Waste Reduction

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Request for Approval

To: **Zoe Heller**
Deputy Director, Materials Management and Local Assistance Division

From: **Michelle Martin**
Branch Chief, Financial Resources Management Branch

Request Date: **April 13, 2023**

Decision Subject: Awards for the SB 1383 Local Assistance Grant Program, Third Round Funding (Greenhouse Gas Reduction Fund, Fiscal Year 2021–22)

Action By: **April 20, 2023**

Summary of Request

Staff requests approval of grant awards for the SB 1383 Local Assistance Grant Program (Program) for fiscal year (FY) 2021–22. Staff reviewed 20 eligible applications totaling $6,262,275 for third round funding.

Funding

The FY 2021–22 Budget Act allocated $60,000,000 to be used to provide grants to local jurisdictions to assist in the implementation of regulations adopted by the Department of Resources Recycling and Recovery pursuant to Chapter 395 of the Statutes of 2016; $3,000,000 (5 percent) has been allocated for administrative costs. Funds totaling $50,618,358 were awarded in previous cycles.

Table 1. Funding

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
Greenhouse Gas Reduction Fund (FY 2021–22)	$6,381,642	$6,033,858	$347,784	Local Assistance/Grants

Background and Findings

Statutory Authority

Senate Bill (SB) 1383 Lara, Chapter 395, Statutes of 2016, set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. SB 170 Budget Act of 2021 authorizes CalRecycle to award grants to local jurisdictions to assist in the implementation of programs to meet these statutory requirements.

Program Background

The SB 1383 Local Assistance Grant Program provides funding to assist local jurisdictions with meeting the requirements below:

- Provide organics collection services to all residents and businesses
- Conduct education and outreach to the community

- Secure access to recycling and edible food recovery capacity
- Establish edible food recovery program
- Procure recyclable and recovered organic products
- Monitor compliance and conduct enforcement

Criteria and Process

The Eligibility Criteria and Evaluation Process was approved by the Deputy Director on December 28, 2021, and presented at the January 2022 CalRecycle Monthly Public Meeting. The Notice of Funds Available were placed on the CalRecycle website on January 4, 2022, with an appropriate notice sent to stakeholders. Applications were due February 1, 2022.

CalRecycle received 476 applications requesting $54,947,783. Staff reviewed the applications in accordance with the approved evaluation criteria; 393 applications met the application requirements and adopted their enforceable ordinance, or similarly enforceable mechanism, by April 1, 2022, and were therefore eligible for first round funding. One application was deemed ineligible and therefore disqualified. First round funding grants were awarded in April 2022.

The remaining 82 applications were moved to second round funding and were given a secondary due date of June 14th, 2022. Staff reviewed the applications in accordance with the approved evaluation criteria; 62 applications met the application requirements and adopted their enforceable ordinance, or similarly enforceable mechanism, and were eligible for second round funding. Second round funding grants were awarded in September 2022.

Staff reviewed the remaining 20 applications in accordance with the approved evaluation criteria and identified 14 applicants who are eligible for third round funding. These 14 applicants adopted an enforceable ordinance, or similarly enforceable mechanism, that met CalRecycle's criteria.

The types of projects recommended for funding include: bins, education and outreach materials, recordkeeping subscriptions, compost procurement, and personnel and administrative costs.

Recommendation

Staff recommends approval of 14 grant awards as listed below for $6,033,858.

Table 2. Recommended Awards

Applicant	Award Amount
Alpine County	$20,000
City of Compton	$129,212
City of Los Angeles	$5,144,473
City of Nevada City	$20,000
City of Redlands	$94,312
City of Rio Dell	$20,000
City of Shasta Lake	$20,000
City of Visalia	$183,590
El Dorado County	$212,198

Applicant	Award Amount
Kings County	$44,192
Rancho Murieta Community Services District	$20,000
Shasta County	$85,881
Sunset Beach Sanitary District	$20,000
Town of Paradise	$20,000
Total Award	**$6,033,858**

Deputy Director Actions

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve the grant awards for the SB 1383 Local Assistance Grant Program as listed in Table 2. Each proposed grantee's award is subject to the following condition:

- The recommended grantee must pay all outstanding debts due to CalRecycle or bring current any outstanding payments owed to CalRecycle, within 60 days of the date of the award email.
- The recommended grantee must have a valid Resolution in place within 60 days of the date of the award email.
- The recommended grantee is responsible for submitting all outstanding documents required by CalRecycle during the application process, as well as those identified in the Application Guidelines and Instructions, prior to the release of funding.

Cara Morgan Digitally signed by Cara Morgan Date: 2023.04.14 11:19:53 -07'00'

Zoe Heller
Deputy Director

Dated

RESOLUTION NO. 8561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL GRANT PROGRAMS FOR WHICH CITY OF REDLANDS IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and empowered to execute in the name of City of Redlands all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption.

ADOPTED, SIGNED AND APPROVED this 20th day of February, 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 20th day of February, 2024. By the following vote:

AYES:	Councilmembers Barich, Davis, Guzman-Lowery, Saucedo; Mayor Tejeda
NOES:	None
ABSENT:	None
ABSTAINED:	None

Jeanne Donaldson, City Clerk

City Council Meeting **J. 18.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for the temporary closure of Brockton Avenue for the University of Redlands Commencement on April 25 and 26, 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 closure of Brockton Avenue from University Street to Grove Street on April 25 and April 26, 2024, for the University of Redlands commencement ceremony.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly regarding the temporary street closure request of Brockton Avenue from University Street to Grove Street on April 24 and April 25, 2024, for the University of Redlands commencement ceremony.

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 University of Redlands is requesting to hold their commencement activities on Thursday, April 25, at the university campus from 12:00 p.m. to 10:00 p.m. and Friday, April 26, 2024, from 7:00 a.m. to 10:00 p.m. 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 Brockton Avenue, between University Street and Grove Street. Should the City Council elect to approve the event, the following condition of approval will apply; the event will be held on Brockton Avenue between University Street and Grove Street.

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

PREPARED BY:
Amber N. Davis, Administrative Assistant

Fiscal Impact

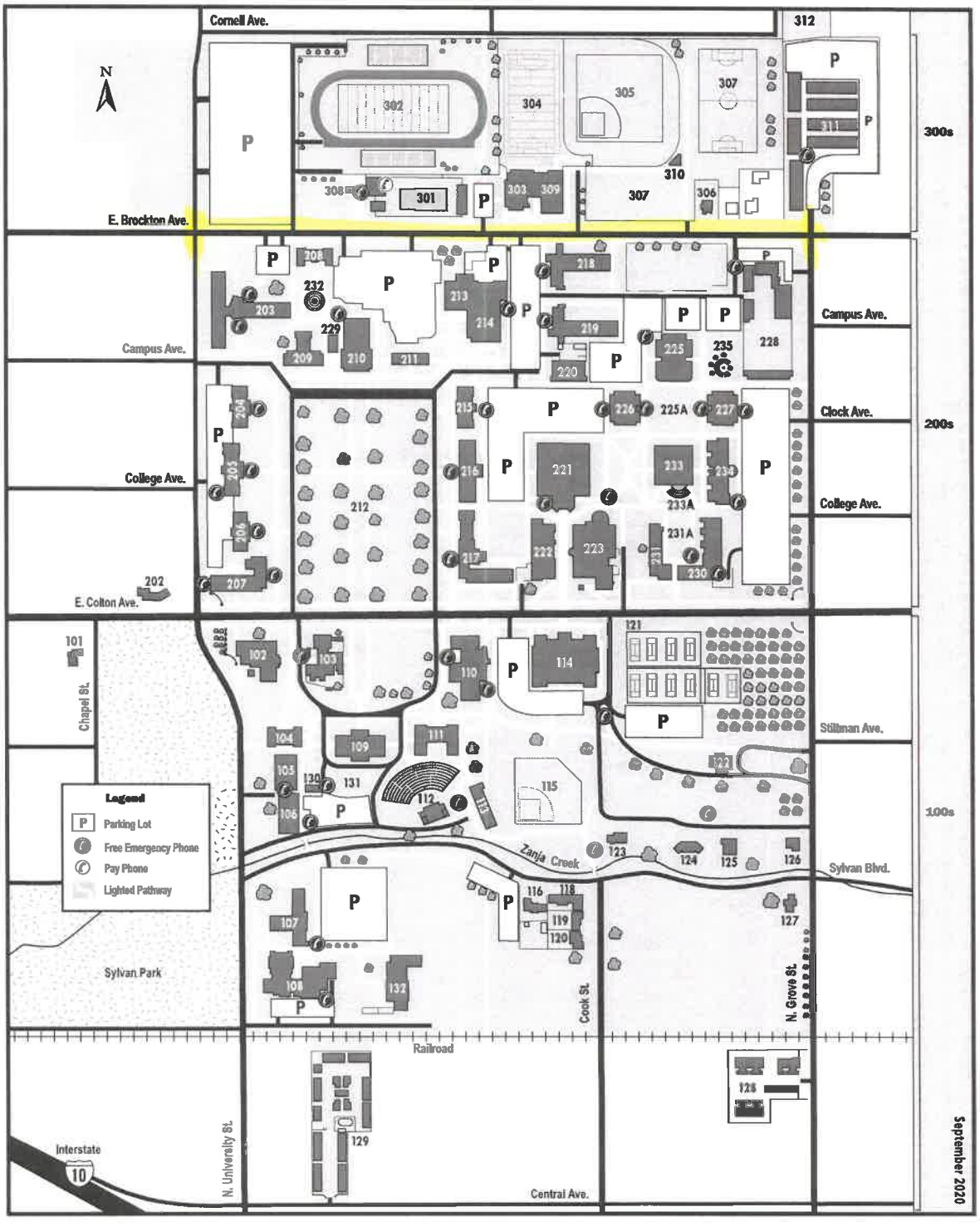
Fiscal Year:	FY 2023/24
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	0.00

Discussion:
Fees for closure will be billed to the University of Redlands; therefore there is no associated cost to the general fund.

Attachments

Closure Map
Street Closure Permit for 04.25
Street Closure Permit for 04.26

University of Redlands, Main Campus – Redlands, CA



NUMERICAL LISTING

101 Alpha Xi Omicron (Billings House)
102 Larsen Hall
103 Gallery Building
104 Duke Hall
105 Hornby Hall (School of Business)
106 Hentschke Hall
107 Truesdail Speech Center
108 Theatre Arts Building
109 Administration Building
110 Willis Center
111 Hall of Letters
112 Alumni Greek Theatre
113 Gannett Center
114 Currier Gymnasium
115 Softball Field
116 Delta Kappa Psi House
118 Sylvan Triplex (Phi Mu Alpha, WRW, Kappa Pi Zeta)
119 Alpha Sigma Pi House
120 Beta Lambda House
121 Verdieck Tennis Courts
122 Alumni House
123 Pi Chi House
124 Alpha Gamma Nu House
125 Kappa Sigma Sigma House
126 Chi Sigma Chi House
127 Alpha Theta Phi House
128 Grove Apartments
129 Central Avenue Apartments
130 Art Studio
131 LaFourcade Community Garden
132 Ann Peppers Hall
202 Chi Rho Psi (Merit House)
203 Anderson Hall
204 Fairmont Hall
205 Grossmont Hall
206 Bekins Hall
207 Bekins-Holt Hall
208 Student Health Center
209 Watchorn Hall
210 Memorial Chapel
211 Fine Arts
212 Quad
213 Casa Loma Room
214 University Hall (School of Education)
215 Melrose Hall
216 Cortner Hall
217 California-Founders Hall
218 North Hall
219 Merriam Hall
220 Energy Center
221 Armacost Library
222-223 Hunsaker University Center
225 Orton Center
225A Frosh Quad
226 Williams Hall
227 East Hall
228 Facilities Management
229 Chapel Annex
230 Hedco Hall
231 Gregory Hall
231A Parrish Courtyard
232 Labyrinth
233 Lewis Hall
233A Brown Amphitheater
234 Appleton Hall
235 Fire Ring
301 Thompson Aquatic Center
302 Ted Runner Stadium
303 Field House
304 "R" Field
305 Baseball Stadium
306 Alpha Chi Delta House
307 Farquhar Fields
308 Ticket Booth
309 Fitness Center
310 Farquhar Utility Building
311 Brockton Apartments
312 Sustainable U of R Farm (SURF)

BUILDINGS AND DESTINATIONS

109 Administration Building
110 Admissions Office
112 Alumni Greek Theatre
122 Alumni House
132 Ann Peppers Hall
234 Appleton Hall
221 Armacost Library
130 Art Studio
305 Baseball Stadium
222 Bookstore
233A Brown Amphitheater
221 Bulldog Java & Juice
213 Casa Loma Room
210 Chaplain's Office
225 Copy Center
114 Currier Gymnasium
223 The Den
109 Development Office
104 Duke Hall
220 Energy Center
222 Event Services Office
228 Facilities Management
307 Farquhar Fields
310 Farquhar Utility Building
303 Field House
211 Fine Arts
235 Fire Ring
309 Fitness Center
209 Frederick Loewe Performance Hall
108 Frederick Loewe Theatre
225A Frosh Quad
103 Gallery Building
113 Gannett Center
231 Gregory Hall
111 Hall of Letters
230 Hedco Hall
106 Hentschke Hall
105 Hornby Hall
221 Human Resources Office
222-223 Hunsaker University Center
206-207 Johnston Center
221 Jones Computer Center
232 Labyrinth
131 LaFourcade Community Garden
102 Larsen Hall
223 Launch Kitchen
233 Lewis Hall
210 Memorial Chapel
109 Office of Equity & Title IX
214 Office Services
225 Orton Center
231A Parrish Courtyard
223 Plaza Cafe & Market
222 Post Office
109 President's Office
110 Public Safety Office
212 Quad
304 "R" Field
109 Registrar
105 School of Business
214 School of Education
115 Softball Field
222 Student Affairs Office
221 Student Development Center
110 Student Financial Services
208 Student Health Center
312 Sustainable U of R Farm (SURF)
223 The Table at Irvine Commons
302 Ted Runner Stadium
108 Theatre Arts Building
301 Thompson Aquatic Center
308 Ticket Booth
107 Truesdail Speech Center
109 University Communications
214 University Hall
121 Verdieck Tennis Courts
108 Wallichs Theatre
209 Watchorn Hall
110 Willis Center

RESIDENTIAL

203 Anderson Hall
206 Bekins Hall
207 Bekins-Holt Hall
311 Brockton Apartments
217 California-Founders Hall
129 Central Avenue Apartments
216 Cortner Hall
227 East Hall
204 Fairmont Hall
205 Grossmont Hall
128 Grove Apartments
215 Melrose Hall
219 Merriam Hall
218 North Hall
226 Williams Hall

ORGANIZATIONAL/GREEK HOUSES

306 Alpha Chi Delta House
124 Alpha Gamma Nu House
119 Alpha Sigma Pi House
127 Alpha Theta Phi House
101 Alpha Xi Omicron (Billings House)
120 Beta Lambda House
202 Chi Rho Psi (Merit House)
126 Chi Sigma Chi House
116 Delta Kappa Psi House
118 Kappa Pi Zeta House
125 Kappa Sigma Sigma House
118 Phi Mu Alpha House
123 Pi Chi House
118 WRW House

Event: University of Redlands Commencement

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: University of Redlands

To close (street names) Brockton Avenue

Between (street names) University Street and Grove Street

On (date) 4/25/24 **Event times -** from (time) 12:00 ☐ am ☑ pm to (time) 10:00 ☐ am ☑ pm

Address of Applicant: 1200 East Colton Avenue, Redlands, CA 92374

Signature of Applicant: Erika Edwards Digitally signed by Erika Edwards Date: 2024.02.27 10:07:21 -08'00' Phone No. 909-748-8895

Condition(s): We will provide security to post at both intersections

Event Description: The University will be hosting Commencement ceremonies for graduating students

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: 2024.03.13 15:30:38 -07'00' — 3/13/24
   Risk Management Division — Date

Street Closure time: From 12 ☐ am ☑ pm To 10 ☐ am ☑ pm

Staff Notes:

Event: University of Redlands Commencement

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).**
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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: University of Redlands

To close (street names) Brockton Avenue

Between (street names) University Street and Grove Street

On (date) 4/26/24 **Event times -** from (time) 7:00 ☑ am ☐ pm to (time) 10:00 ☐ am ☑ pm

Address of Applicant: 1200 East Colton Avenue, Redlands, CA 92374

Signature of Applicant: Erika Edwards Digitally signed by Erika Edwards Date: 2024.02.27 10:07:21 -08'00' Phone No. 909-748-8895

Condition(s): We will provide security to post at both intersections

Event Description: The University will be hosting Commencement ceremonies for graduating students

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: 2024.03.13 15:32:29 -07'00' — 3/13/24
   Risk Management Division — Date

Street Closure time: From 7 ☑ am ☐ pm To 10 ☐ am ☑ pm

Staff Notes:

City Council Meeting **K. 1.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file the Annual Report from the Measure T Citizens' Oversight Committee for FY 2023 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to receive and file the annual report from the Measure T Citizens' Oversight Committee for FY 2023.

RECOMMENDATION:

Staff recommends that Council receive and file the annual report from the Measure T Citizens' Oversight Committee for FY 2023.

DISCUSSION:

For this evening's City Council meeting, Chairwoman Toni Momberger will be presenting the annual report of the Measure T Citizens' Oversight Committee for FY 2023.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Janice McConnell, Assistant City Manager

Fiscal Impact

Discussion:
There is no fiscal impact associated with the recommended motion.

Attachments

Measure T Oversight Committee - Annual Report 2023

Measure T Citizens' Oversight Committee
FY 2023 Annual Report

April 16, 2024

Summary & Background

The Measure T Citizens' Oversight Committee provides stewardship of Measure T sales tax revenue. This Annual Measure T Report covers Fiscal Year (FY) 2023, beginning July 1, 2022 through June 30, 2023.

Measure T is a one-cent sales tax, approved by the voters of the City of Redlands, that became effective April 1, 2021. The stated purpose of the tax was to provide funding for safety services, fire protection, paramedics, 911 emergency response, addressing homelessness, police patrols and crime prevention, maintaining library services, parks, sidewalks, and roads, keeping public areas well-maintained and other general services. The measure included a provision for the formation of a Citizens' Oversight Committee, further described in Chapter 2.72 in the Redlands Municipal Code.

The Oversight Committee was established to serve as an advisory body to the City Council and to periodically review the revenues and expenditures of Measure T monies. The seven-member committee is comprised of five (5) citizen members from each Council district and two (2) members representing the City's employee bargaining units. The committee shall advise the Council regarding the use of Measure T revenue, according to the priorities set forth in each fiscal year adopted budget. This includes an annual written report to the Council that summarizes the committee's proceedings and activities during the most recent review period.

For FY 2023, the City Council made the decision to prioritize the following expenditures in the Adopted Budget.

- Continue funding additional public safety staffing, and staffing for other critical services
- Restoring vehicle purchases, IT support and equipment purchases for Fire & Police
- Addressing deferred maintenance for various buildings & facilities
- Restoring contract services for the maintenance of parks, streets, and City facilities
- Addition of Capital Projects -
    - Upgrade and Enhance Community and Senior Center facilities
    - Upgrade and Replace various park facilities

    - Downtown and Gateway Improvements
    - Specialized Police Department equipment
    - Emergency Operations Center Remodel
    - Alley & Street Improvement Projects
    - Sidewalk/ADA Ramp Replacement Projects
- Vactor truck purchase for Streets and Inspections
- Building reserves for future public safety facilities
- Tree Trimming 25% of City Trees
- Funding the annual contribution for Project Homekey Homlessness Solutions grant

During FY 2023, the City received a total of $20.4 million in Measure T sales tax. This was roughly $2.2 million higher than the original budget estimate. Sales tax is one of the City's most economically sensitive revenue sources and also one of its largest. The City typically takes a conservative approach to budgeting revenue, so this overperformance is a good indicator of the strength of the local economy. Moving forward, future budgets are more likely to reflect a degree of caution as the City remains braced for economic uncertainty.

Committee Proceedings

The Committee met in October 2023 and welcomed four (4) new members: Edward Millican, representing District 3; Scott Welsh, representing District 5; Brooke Doolittle, representing the group of Non-Public Safety bargaining units; and Deputy Fire Chief Reggie Brown, representing the group of Public Safety bargaining units. After introducing the new members, the election of officers was conducted and committee members were appointed to the positions of Chair, Vicechair and Secretary. Then staff reviewed the duties and responsibilities of the committee members, according to the Redlands Municipal Code. Following this, recent Committee accomplishments were outlined, which included meeting a total of eight (8) times, publishing two annual reports on financial statements, and reviewing the City's first biennial budget for Measure T spending.

After this, the proposed budget for Measure T expenditures for fiscal year 2024 was presented to the Committee. First, General Fund revenue assumptions were discussed. It was explained that the City expects to see a gradual flattening of the growth rate for sales tax revenue, that GDP growth in the national economy is expected to decline to nearly 0% by the middle of calendar year 2024, and that property tax was actually expected to continue showing modest growth – given the fact that it is a lagging economic indicator.

Moving onto the expenditure detail, enhanced public safety spending was discussed in terms of new leases for police and fire department vehicles, new police and fire department radio communications equipment, and the signing of a financially significant agreement with a principal contractor for the design and construction of the new Safety Hall project. Next, an overview on service enhancements was provided and included upgrades and replacements for various park facilities and amenities, continued funding for the Project Homekey Homelessness Solutions program, and other enhancements for the Community and Senior Centers. Lastly, capital and maintenance spending was discussed and this included tree trimming for 25% of the City's urban forest and the City's sidewalk and ADA ramp replacement program.

The Committee met again on March 20, 2024, to review the draft of this document, the annual report on Measure T expenditures for FY 2023. The Committee was provided an overview of the major areas for spending of Measure T funds, including ongoing costs of additional staffing for public safety and other areas, ongoing costs from service level enhancements, one-time service level enhancements, capital improvements, and addition to reserves. The Committee then discussed the original goals of Measure T, the staffing levels related to public safety needs and other questions with regard to the use of certain funds in some of the categories listed in the report.

The Committee met again on April 5, 2024 to discuss the contents of the annual report for FY 2023. Major areas of focus included the development of a framework through which to evaluate the spending of specific line items of Measure T. This framework is to include the ballot language, the budget plan and any associated major items of public recognition (i.e., referencing public outreach language during the initial efforts to pass Measure T). Another topic discussed was that the Committee requested to be informed when and if an expenditure that was not included in one of the categories in the original budget is added to the final list of expenditures under Measure T. This speaks to the Street Construction item that was included, which referred to alley paving, sidewalk repair and ADA ramp replacement. Lastly, the Committee requested that more detail be provided in Figure 2 to help illustrate the specifics of certain line items. The Committee planned to meet again ahead of its presentation to City Council on April 16, 2024.

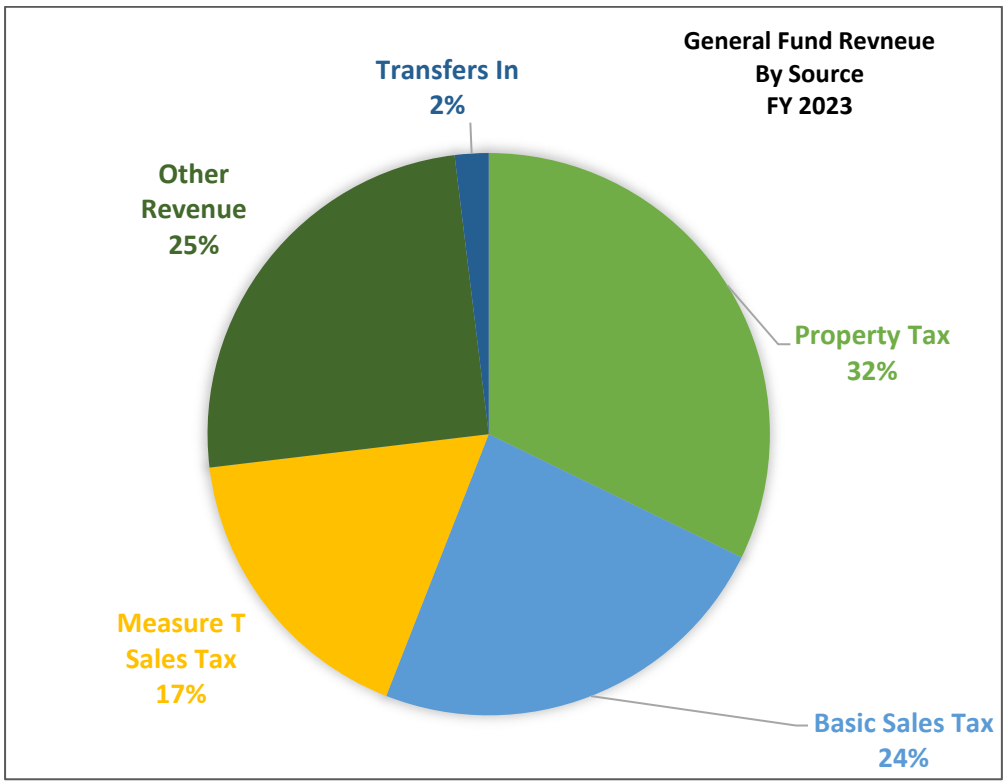
The Committee then met on April 9, 2024 to review and finalize the Annual Report document. With some revisions, it was approved unanimously. A discussion regarding a public statement followed. The Committee discussed the particulars of the staff positions added with Measure T within the various departments, including Police & Fire. The Committee read through the draft that was provided during the meeting and suggested revisions. Staff also provided additional information in response to questions received from the Committee on the statement. The public statement was approved unanimously by the Committee with certain revisions.

Financial Summary Information

The total General Fund Revenue for fiscal year (FY) 2023 was approximately $118.9 million. Measure T sales tax revenue represents 17% of these funds, or $20.4 million. These revenues were collected between July 1, 2022 and June 30, 2023. See Figure 1.

Fiscal Year 2023 saw Measure T contribute significantly to ongoing efforts to ensure sufficient staffing in the areas of public safety, animal services, fire prevention, library services, and code enforcement, among others. The City has made progress towards long-term goals of shortening the tree-trimming cycle for its roughly 43,000 trees, replacement of sidewalks, installation of ADA ramps, and the enhancement of parks maintenance services. These areas translate into better public infrastructure and better service to the community. The chart below also illustrates how significant sales tax revenues have become in the General Fund. It must be noted that sales tax is a revenue source that is more sensitive to economic disruption than others like property tax revenue.

Figure 1.



Below are a few key takeaways related to the collection of Measure T:

- Year-over-year, Measure T sales tax revenue is roughly $250,000 (1.2%) less than FY 2022
- Taken together, both Basic Sales tax and Measure T sales tax comprise 41% of General Fund revenue, with Property Tax as the next largest category at 32%
- Overall, Measure T revenues have been higher than original budget estimates projected. That trend may reverse as we enter more economically uncertain times.

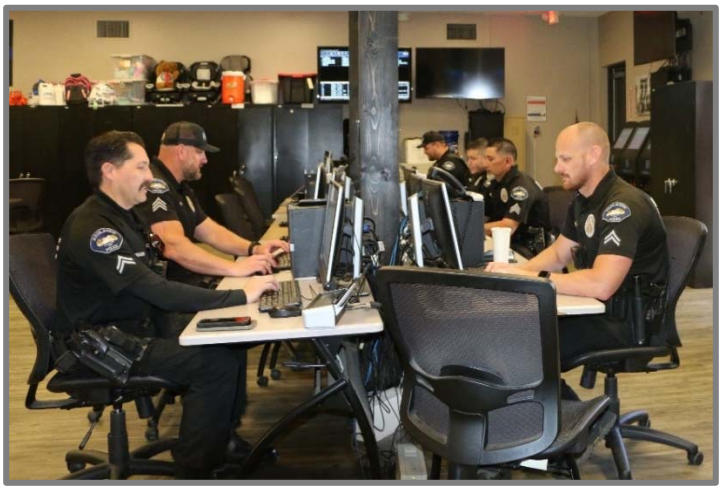
Figure 2 below describes the spending categories, the original amount budgeted for each, and actual spending before June 30, 2023. The original budgeted amount as well as the actual amount for Measure T Sales Tax revenue is also included at the bottom of the figure. Since actual Measure T revenues exceeded budget, certain projects were incorporated into the Measure T spending plan as long as they were appropriate in nature given the original Measure T budget goals. The Committee notes that because Measure T revenue is a general sales tax comingled with other General Fund revenue and pooled for General Fund expenditures, it is not possible to trace all specific expenditures back to Measure T revenue.

Figure 2.

Spending Categories from the FY 2023 Adopted Budget	Adopted Budget FY 2023	Actual FY 2023	Difference
Public Safety			
Police Staffing (previously restored/enhanced)	$ 2,628,265	$ 3,391,092	762,827
IT infrastructure and services for PD	123,915	534,000	410,085
Restoration of Fire personnel, including Community Risk Reduction	1,144,424	1,558,866	414,442
Enhanced custody transport services	100,000	277,542	177,542
Police vehicles	686,106	263,589	(422,517)
Fire Light Duty Vehicles	160,000	29,234	(130,766)
Replace Police Department Radios	-	684,650	684,650
Replace Fire Department Radios	-	805,692	805,692
PD Specialized Tools, Vehicle Outfitting, Equipment and Software	428,009	426,001	(2,008)
Renovation of Emergency Operations Center	190,000	115,623	(74,377)
Fire Station Renovations (security, apparatus bay doors)	-	267,938	267,938
Increase in Paramedics cost	-	185,602	185,602
Fire Engine Equipment / Outfitting	-	63,714	63,714
Fire Station 262 Building Standards Remodel	1,500,000	160,022	(1,339,978)
subtotal	6,960,719	8,763,565	1,802,846
Public Infrastructure			
Tree trimming for 25% of City trees, removal of dead trees, & new tree planting	1,000,000	1,195,412	195,412
FCS rolling stock / equipment leases	384,105	270,854	(113,251)
Previously Planned Alley Resurfacing, Sidewalk & ADA Ramp replacement	-	1,429,581	1,429,581
Vactor Truck purchase for Streets Division	650,000	657,806	7,806
Replace aged & outdated maintenance equipment	85,000	171,319	86,319
Restored and enhanced contractual service for general maintenance	750,000	716,309	(33,691)
Traffic Signal and Cabinet Maintenance & Replacement	175,000	162,627	(12,373)
Address Facility Deferred Maintenance	334,000	496,489	162,489
Library - Cash Match for CA State Infrastructure Grant	200,613	-	(200,613)
Sidewalk, ADA Ramp & Curb construction	500,000	515,978	15,978
Alley Improvement / Repaving Project	800,000	800,000	-
Addition to Reserve for Future Public Facilities	2,700,000	2,700,000	-
subtotal	7,578,718	9,116,375	1,537,657
Quality of Life			
Library/FCS/Recreation/IT staffing restored	932,388	1,325,627	393,239
Animal Shelter Facility Improvements	-	187,490	187,490
Park Infrastructure Improvements	863,000	91,836	(771,164)
Recreational & Senior Center Programs	136,600	95,964	(40,636)
Downtown & Gateway Improvements	340,000	151,032	(188,968)
Upgrades/Enhancements to Community & Senior Centers	636,500	173,847	(462,653)
Project Homekey grant match	810,101	510,497	(299,604)
subtotal	3,718,589	2,536,293	(1,182,296)
FY 2023 EXPENDITURES TOTAL	**18,258,026**	**20,416,233**	**2,158,207**
FY 2023 REVENUES TOTAL	**18,207,000**	**20,415,886**	**2,208,886**
Actual Difference Revenues (Under)/Over Expenditures	(51,026)	(347)	

You will note there are several differences between the Adopted Budget and the Actual Amounts for FY 2023. Some of this difference can be attributed to the length of time needed to procure vehicles caused by supply chain shortages. Also, some projects involve design and construction phases that tend to require a longer timeline than the 12-month fiscal year. Lastly, revenues were significantly higher than original budget estimates and this provided more opportunities for spending on public safety and public infrastructure, in keeping with the budget goals adopted by City Council for Measure T spending.

Looking over Figure 2 provided on the preceding page (page 5), public safety needs received a total of approximately $8.8 million in Measure T funds. The Police Department received funding for restoring and enhancing roughly 28 positions within the department. This included 5 police officer positions that were restored after budgets were cut in the midst of the COVID-19 pandemic and an additional 2 officer positions that were added to enhance staffing levels. In addition to this, 14 new vehicles were received and 11 of these replacements are for existing patrol vehicles. Also, the outfitting and gear needed to commission these new vehicles was also funded through Measure T. The Police Department also received funding for several software integrations between their existing computer-aided dispatch system and citation and GIS software products. Other specialized equipment included the purchase of updated SWAT response equipment, GPS trackers to combat organized retail crime and special forensic processing technology tools.

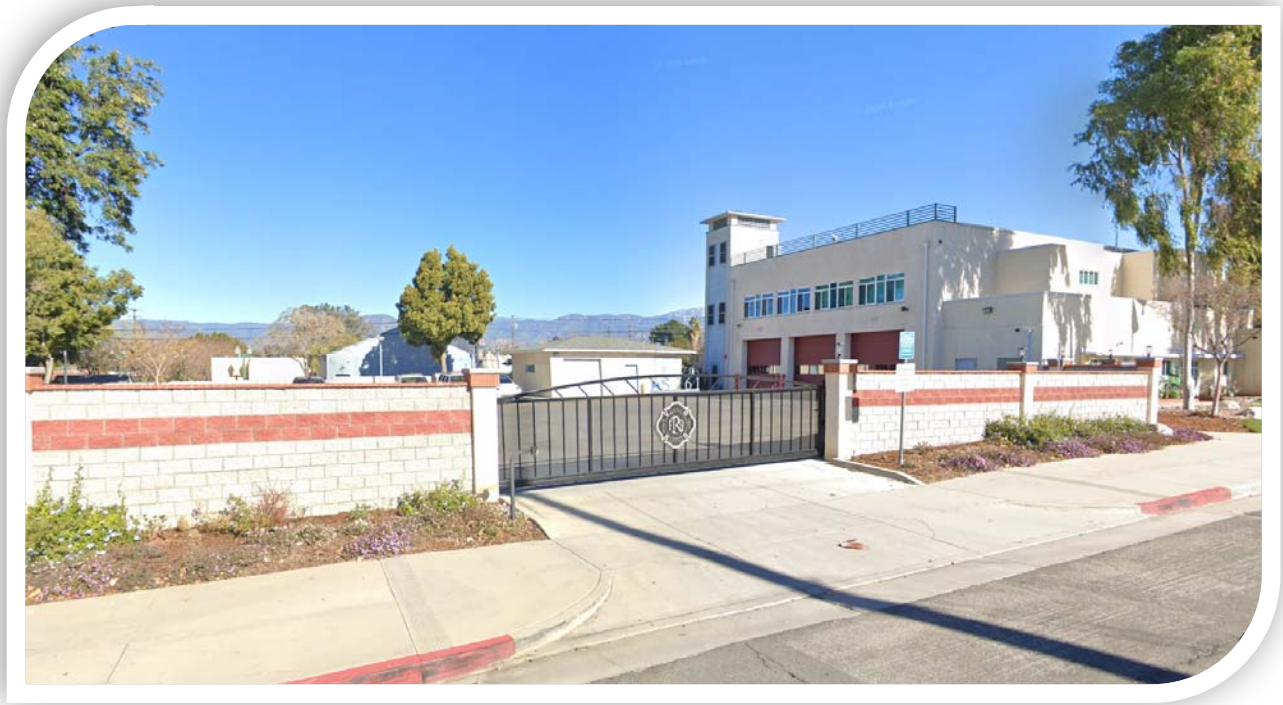


Officers at report writing desks

For the Fire Department, the large upcoming project for which Measure T has been dedicated is the remodel of Fire Station 262 to address updates needed to maintain compliance with building standards for fire station facilities. Some work has been completed to date, but the vast majority of the spending is anticipated to occur in fiscal years 2024 and 2025. In addition to this project, there are other efforts underway to upgrade and replace the Fire Department's light duty fleet with new vehicle leases. There have also been several projects involving fire station facility upkeep. Replacement of the apparatus bay doors was completed for Station 261. Security fencing and a gate were also added to Fire Station 261.



Fire Station 261 Before Security Fence & Gate



Fire Station 261 After Security Fence & Gate



Station 261 Brand New Bay Doors

In terms of public infrastructure, there are several areas in which Measure T has been invested: tree trimming, ADA ramp and sidewalk replacement, park playground improvements, increased replacement of traffic signals and cabinets, proactive servicing of streetlights, replacement of aged and outdated equipment, and public alley repaving.

- 7,100 trees were trimmed, including park and street trees. This is about six times more than the previous annual average trimming level. Also, 330 dead trees were removed. The dead tree population is down to .012% of the total tree inventory. Lastly, a total of 150 new trees were planted.
- Approximately 9,579 square feet of damaged/raised sidewalk and 200 linear feet of curb and gutter were removed and replaced at approximately forty (40) different locations citywide.
- Playground mulch at all city playgrounds was replaced with playground mulch certified to international safety standards for public playground surfaces.
- Five (5) miles of sidewalk blocks and 58 ADA ramps were removed and replaced throughout the City.
- Fourteen (14) streetlights/traffic signals were replaced, and 524 streetlights were serviced or repaired.
- A new stump grinder for trees, new deck mower and new Kubota tractor and attachments were purchased for the Parks Division. These purchases replace equipment that was as much as 43 years old (a 1981 stump grinder)
- Roughly sixteen public alleys, including driveways and sidewalks where needed, were resurfaced and new drainage facilities were installed. Upon completion of this project, only 1.5 miles of alleys will remain to be paved out of sixteen total miles of the City's alleys.
- The Street Division increased its remediation of illegal dumps, spending 411 hours this past fiscal year performing clean-up of such sites.



Tree Trimming Efforts – before & after (Ford Street at E. Highland Avenue)





Alley Repaving Project – before and after on Steele Street

Lastly, Measure T enabled investment into enhancing and restoring certain ‘quality of life’ amenities and services for the community. Some examples of this include:

- Animal Shelter improvements –
    - New shade sails, remodeled cattery, hardscape and landscape improvements
    - Kennel repairs, freezer replacement, heating and cooling system repairs, and installation of a misting system outdoors for the summer months

- Coordinated and facilitated the Step Up In Redlands project, housing roughly 100 people that were experiencing homelessness (Project Homekey at the former Good Nite Inn). Achieved full occupancy less than 6 months after groundbreaking.
- The Library was able to expand literacy programs by integrating remote learning with in-person classes, continued computer and job training workshops and added sessions to popular Storytime offerings.
- Additional improvements to the Redlands Senior Center and Community Center include new flooring, repainting, and lighting in the Community Center; refinished flooring in the gym area and racquetball courts, installation of a new electronic scoreboard in the gym and replaced lighting in the Senior Center.
- Recreational and downtown programs were also expanded with the introduction of free special events at the Centers like the Sweethearts Ball youth dance, movies in the park, photo booths, and painting classes; expansion of the Omni Trans bus voucher program and the continuation of the downtown attendant program to provide onsite monitoring and reporting of the conditions in the downtown Redlands business area.





Cattery Facility at the Redlands Animal Shelter – before & after



Groundbreaking at the Good Nite Inn – site of the City's Project Homekey

Conclusions

The Measure T Citizens' Oversight Committee has reviewed the revenues and expenditures of the Measure T sales tax and found that they were collected and appropriately spent in accordance with the City's budget plan and the original intent of Measure T, and that the City's FY 2023 General Fund Adopted Budget both promoted and maintained the City's core services, including public safety.

Measure T continues to be critical for funding essential city services and infrastructure projects. Additionally, the City is actively working to promote economic development within Redlands to expand and diversify the tax base to provide more long-term revenue stability. The combination of dedicated local revenue from Measure T and a growing local economy provides the means to deliver the services and infrastructure that the residents of Redlands desire.

The Citizens' Oversight Committee understands the passage of Measure T represents a trusted investment by Redlands residents. We believe Measure T funds are being used as intended for the betterment of the community. During the review period, City staff have worked to provide transparent and accurate information to the Committee. We want to thank City taxpayers for approving Measure T and providing the community with a steady, direct source of local funding for vital public services and improvements.

The Citizens' Oversight Committee looks forward to the continued improvements to public safety, infrastructure, and quality of life in the coming budget cycles made possible through funding from Measure T.

Sincerely,

Toni Momberger, Chairwoman, District 4
Scott Welsh, Vicechair, District 5
Ruth Cook, Secretary, District 1
Edward Ico, District 2
Ed Millican, District 3
Brooke Doolittle, Non-Public Safety Bargaining Unit
Reggie Brown, Public Safety Bargaining Unit

MEASURE T CITIZENS' OVERSIGHT COMMITTEE

City Council Meeting **K. 2.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Council Member Priority Research Project: Affordability Programs (Assistant City Manager McConnell)

DISCUSSION:

Since October 2021, the City Council has held periodic workshops to discuss and prioritize requested research projects made by individual City Council Members. During the Council's last workshop held on January 31, 2024, the City Council directed staff to research the feasibility of continuing affordability programs like the Resident Grocery Gift Card program, which is currently funded by the City's allocation of State and Local Fiscal Recovery Funds of the American Rescue Plan Act. This research request was initiated by Council Member Guzman-Lowery who recommended the City find and source funding to continue providing affordability programs due to the success of the Grocery Gift Card Program and the positive impact it has had specifically on households that are on fixed incomes, such as seniors.

To provide a basis of the amount of funding that is required to continue a Resident Grocery Gift Card Program, staff is providing the following recap of costs of the current program and the number of households served.

Round 1 - Grocery Gift Card Program ($100 per month grocery gift card for eligible households for a 12-month period)

- 1,687 households served. Of those, 250 were considered fixed-income or senior households.
- Total program cost of $2,024,400.

Round 2 - Grocery Gift Card Program ($100 per month grocery gift card for eligible households for a 12-month period)

- 1,400 households anticipated to be served. Of the 1,294 applications already received, 260 are considered fixed-income or senior households.
- Total program cost of $1,680,000.

FUNDING RESEARCH

As directed by the City Council, staff conducted research on available funding streams that could potentially assist in funding the continuance of a grocery gift card program. Unfortunately, staff was unsuccessful in finding grant opportunities that could fund a program of this magnitude.

While certain low-income food assistance programs are available, supported by federal or state grants, most are administered by other agencies. The CalFresh Supplemental Nutrition Assistance Program (SNAP), for example, is administered by San Bernardino County, as are several direct cash aid programs. The City participates in the SNAP program through our own Market Match program. Other programs, funded by the USDA, are administered by the Redlands Unified School District.

Most other available food assistance programs are administered through non-profits, some of which are already partners with the City and receive assistance directly through programs such as the state Encampment Resolution Fund (ERF).

Staff compiled the attached listing of assistance programs available to qualifying Redlands residents, including some of those mentioned. The details of each program and the administering agency are listed as well as services offered by various nonprofit organizations and religious institutions to the Redlands community. This list may not be exhaustive and staff will continue to seek grants and other funding opportunities to provide assistance to residents.

CURRENT SERVICES PROVIDED BY REDLANDS SENIOR CENTER

The Redlands Senior Center plays a vital role in supporting the well-being of our senior population by offering a range of services and activities. These include, but are not limited to:

- Breakfast: Providing nutritious meals to seniors to start their day off right.
- Presentations: Hosting informative sessions on various programs available to seniors, ensuring they are aware of resources and opportunities.
- Trips: Organizing outings and excursions to engage seniors in social activities and exploration.
- Cell Phone 101 Classes: Offering educational sessions to help seniors navigate modern technology and stay connected.
- Omnitrans 31 Day Senior Access Bus Passes: Providing transportation assistance to seniors, facilitating mobility and access to essential services.
- FSA Meal Services: Offering meal services through Family Services Association, ensuring seniors have access to affordable and nutritious food options.
- Blood Pressure Checks: Conducting regular health screenings to monitor seniors' well-being and promote preventive care.

- Special Events: Hosting a variety of special events tailored to seniors' interests and preferences, fostering a sense of community and camaraderie.
- Shared Community Events: Collaborating with other organizations and community groups to organize shared events, promoting inclusivity and community engagement.

These services and activities provided by the Redlands Senior Center contribute significantly to enhancing the quality of life for our senior residents, promoting socialization, health, and overall well-being.

UTILITY BILL ASSISTANCE PROGRAM

It is also worth noting the Utility Bill Assistance Program approved by the City Council in 2021. This program provides a $25 bi-monthly benefit to eligible households. The program is currently funded through December 2025 by the City's allocation of State and Local Fiscal Recovery Funds of the American Rescue Plan Act (ARPA); a total of $450,300 is allocated to the Utility Bill Assistance Program. Once ARPA funding is no longer available, a new funding source would need to be identified for the continuation of this program.

CONCLUSION

Although staff did not identify funding sources that are available at this time for the continuation of a Resident Grocery Gift Card program, staff will continue to monitor grant funding opportunities that become available. The City Council may also provide further direction to staff.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Selina Sanchez, Grants Coordinator

Attachments

Affordability Programs

The low-income assistance programs listed below are available to qualifying residents of California. They are funded by the state, federal government or both and typically administered through the county. County administration allows for larger geographic reach and centralized management, which reduces the need for multiple qualification processes and guidelines. As such, counties have the established workforce capacity, policies, and local community partnerships to support individuals in need of assistance programs.

Most low-income assistance programs require that applicants meet a minimum income threshold according to household size/composition, demonstrate proof of immigration status, and proof of residency in the state. For many of the programs listed, applicants may use the official State of California BenefitsCal portal to learn about service, apply for aid, manage their benefits, communicate with county representatives, and watch How-to Videos (https://benefitscal.com/?lang=en). The BenefitsCal portal is sponsored by CalSAWS, the Department of Social Services, and the Department of Heal Care Services; it was created to provide on unified experience for Californians receiving state benefits.

Aid Category/ Type	Project Name	Details	Administered By	Funded Through
Food	CalFresh	The CalFresh Program, federally known as the Supplemental Nutrition Assistance Program (SNAP), issues monthly electronic benefits that can be used to buy most foods at many markets and food stores.	San Bernardino County	Cal Dept. of Social Services
Food	California Universal Meals Program	In accordance with AB 130, all RUSD students are eligible to receive one healthy breakfast and one lunch at no cost each school day. Every student can participate in this meal program at no cost. Lunches are served every school day including minimum days. After-school meals will also be offered district wide at no cost.	Redlands Unified School District	USDA
Food	CEP	The Community Eligibility Provision (CEP) is a non-pricing meal service option for schools and school districts in low-income areas. CEP allows the nation's highest poverty schools and districts to serve breakfast and lunch at no cost to all enrolled students without collecting household applications. Instead, schools that adopt CEP are reimbursed using a formula based on the percentage of students categorically eligible for free meals based on their participation in other specific means-tested programs, such as the Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF). RUSD is a qualified provider, the letter of eligibility can also be used for families to qualify for other affordability programs within the state such as reduced utilities.	Redlands Unified School District	USDA

Food	Sun Bucks	Summer EBT or Sun Bucks provides grocery-buying benefits to low-income families with school-aged children when schools are closed for the summer. More than 30 million children across America could benefit from Summer EBT.	Redlands Unified School District	USDA
Food	Market Match Program	Market Match is California's healthy food incentive program that matches customers' CalFresh nutrition assistance benefits (SNAP) at farmers' markets and other farm-direct sites. Market Match is distributed by over 60 community-based organizations and farmers' market operators at over 250 sites across the state. Redlands Morning Market is a provider of this service.	Market Match/ Redlands Morning Market	USDA
Utilities	LifeLine	California LifeLine provides discounted home phone and cell phone services to qualified households. Only one California LifeLine discounted phone is allowed per household (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants). The California LifeLine discounts can only be for the individual's primary residence. An individual can only have one primary residence.	California Lifeline	California Public Utilities Commission
Utilities	LIHEAP	LIHEAP stands for the Low-Income Home Energy Assistance Program. LIHEAP is a federally funded program that helps low-income households pay for heating or cooling in their homes. With additional federal funding available to help households struggling with higher energy costs and making ends meet, many Californians in need may qualify. LIHEAP can offer a one-time payment to help pay heating or cooling bills, in an emergency or energy crisis, such as a utility disconnection. In addition, the program can help with paying energy bills. LIHEAP can also provide in-home weatherization services for Improved energy efficiency; and health and safety.	Community Action Partnership of San Bernardino County www.capsbc.org	Cal Dept of Health Services https://www.csd.ca.gov/energybills
Utilities	CARE & FERA	California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) financial assistance programs help qualifying families of all sizes lower their monthly energy bills by 30-35% on their electric bill and 20% on their natural gas bill. **Sub Metered Tenants** Rate discounts are available for qualified tenants billed for energy usage through their landlords	Edison, SoCal Gas	CARE is funded through a rate surcharge paid by all other utility customers.

		in apartment buildings, mobile-home parks, residential RV parks, or marinas. **Nonprofit Group Living Facility** The CARE program offers a monthly discount on energy bills for qualifying nonprofit group-living facilities. Learn if your tax-exempt group living facility qualifies. The application is available on SCE's provider website.		
Utilities	Arrearage Management Program	Arrearage Management Plan (AMP) Customers enrolled in CARE or FERA with past-due bills at least 90 days old totaling $500 or more, and who has been a customer of SCE for at least six months and made an on-time payment within the last 24 months, maybe forgiven one-twelfth (1/12) of their eligible past-due amounts in exchange for on-time payment of the current monthly bill.	Edison, SoCal Gas	SoCal Edison
Health	Medi-Cal	Public health insurance program which provides needed health care services for low-income individuals including families with children, seniors, persons with disabilities, foster care, pregnant women, and low income people with specific diseases such as tuberculosis, breast cancer, or HIV/AIDS. Medi-Cal is financed equally by the state and federal government.	San Bernardino County	Cal Dept of Health Services
Cash Aid	CalWORKS	Helps with cash to pay for rent, housing, food, clothing, medical payments, and utilities for families with at least one child in the home.	San Bernardino County	Cal Dept. of Social Services https://benefitscal.com/Help/program/calworks/HCPDE?lang=en
Cash Aid	GA/GR	General Assistance/General Relief Cash assistance for adults in need without children in the household who are not able to support themselves by their own means, other public funds, or assistance programs	San Bernardino County	Cal Dept of Health Services
Cash Aid	RCA	Refugee Cash Assistance (RCA) A cash aid program for immigrant groups that aren't eligible for other cash aid programs. This includes refugees. This also includes people who are seeking or have been granted asylum.	San Bernardino County	Cal Dept of Health Services
Cash Aid	CAPI	Cash Assistance Program for Immigrants. A cash aid program for the elderly, blind, and disabled people who are legally in the country. Recipients must not be able to get Supplemental	San Bernardino County	Cal Dept. of Social Services

		Security Income/State Supplemental Payment (SSI/SSP) due to immigration status.		
Various	Community Services Block Grant	CSBG is a federally funded investment that aims to reduce poverty in the United States. CSBG is funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. CSD is designated by the Governor as the state agency responsible for administering the CSBG program in California. There are currently 60 private nonprofit and local government organizations across California (referred to as eligible entities) receiving CSBG funds. This network of eligible entities continues to administer programs that assist low-income individuals and families with attaining the skills, knowledge, and motivation necessary to achieve self-sufficiency.	Non-Profit Agency-Community Action Partnership of San Bernardino County	U.S. Department of Health and Human Services-Community Services Block Grant

Historically, non-profit organizations and religious institutions have provided aid at the local level either by partnering with counties to administer programs funded by the state or federal government or seeking funding opportunities directly.

The following comprises a list of those organizations and the services they provide to the Redlands community.

Services	Organization	Overview	Partnered with City
Various	Family Service Association of Redlands	Family Service Association in Redlands is, and has been, helping others in our community for the past 125 years. We are the "safety net" agency that families and individuals experiencing crisis and hardship can turn to for basic, yet vital, assistance. We help people better themselves by offering a hand up, not just a handout. Services provided include employment/education, surplus and emergency food, and clothing.	Yes, through the ERF Grant
Varied	Salvation Army	The Salvation Army offers several social service programs including transitional housing, casework and counseling, senior centers, food pantries, help for domestic abuse, housing and utility assistance, rehabilitation, and job training.	Yes, through the ERF Grant
Food	Inland Empire Filipino Seventh Day Adventist Church	The organization offers free food boxes weekly.	No
Food	Set Free Church Redlands	The organization offers free sack lunches/food bags and dinner weekly.	No
Food	Share Ministry	The organization offers free dinner weekly at two locations.	No
Food	Sandals Church East Valley	The organization offers free food bags weekly.	No

Food	The Holy Name of Jesus Catholic Parish	The organization offers free lunch weekly.	No
Clothing	Angels' Closet Charities	Angels' Closet Charities collects and distributes new and gently used school clothes, formal attire, business attire, graduation caps and gowns, accessories, and toiletries.	No
Various	Youth Hope Foundation	Youth Hope provides aid and training to homeless, runaway, trafficked, and at-risk youth ages 14-24. They serve hot, nutritious meals 4 times a week along with providing access to their food pantry. This program also provides youths with clothing throughout the year, as well as safe and affordable housing. They also offer continued education and job training. The organization provides youths with access to medical, dental, optometry, and counseling care assistance when required.	Yes, through the ERF Grant

City Council Meeting **L. 1.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8571 and Ordinance No. 2962 pertaining to Development Impact Fees continued to a future date (Municipal Utilities and Engineering Director Harris)

MOTION:

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

I move that the City Council continue the public hearing to consider Resolution No. 8571 and Ordinance No. 2962 pertaining to Development Impact Fees to a future date.

RECOMMENDATION:

Staff recommends continuing the public hearing considering Resolution No. 8571 and Ordinance No. 2962 pertaining to Development Impact Fees to a future date to allow time to update corresponding hearing documents.

DISCUSSION:

Staff recommends continuing the public hearing considering Resolution No. 8571 and Ordinance No. 2962 pertaining to Development Impact Fees to a future date to allow time to update corresponding hearing documents.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

REVIEWED BY:

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

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Discussion:

There is no expense impact associated with this action.

City Council Meeting **M. 1.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Works Contract with AME Builders, Inc. for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units, for an amount not-to-exceed $425,706, and rejection of Best Contracting Services as the apparent lower bidder; and determination that these actions are categorically exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act (Fire Chief Sessler)

MOTION(S):

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

1. I move that the City Council determine that the Public Works Contract with AME Builders, Inc. is categorically exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council reject the bid from Best Contracting Services as unresponsive; and

3. I move to approve a Public Works Contract with AME Builders, Inc. for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units for an amount not-to-exceed $425,706.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the Public Works Contract for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units is categorically exempt from environmental review pursuant to Section 15301(d) of the state's guidelines implementing the California Environmental Quality Act (CEQA).

Staff further recommends that the City Council reject the bid from Best Contracting Services as unresponsive and approve a Public Works Contract with AME Builders, Inc. for an amount not-to-exceed $425,706, for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units.

DISCUSSION:

On April 18, 2023, the City Council approved the award of the FY22 Emergency Operations Center Grant Program for the City's Emergency Operations Center (EOC) Renovation Project. The grant program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs.

Among the identified renovations, there is a pressing need to optimize the existing space for improved functionality and efficiency, upgrade workspaces, IT/computer systems, audiovisual systems, and undertake general facility enhancements. A key priority identified is the repair and replacement of the EOC's rooftop HVAC units and roofing due to the building's age, constructed in 1988, which necessitates urgent attention.

Following the City's procurement policy, the Facilities and Community Services Department solicited bids from qualified contractors to replace the existing HVAC rooftop units and all roofing at the City's EOC. On January 30, 2024, the City clerk received and opened project bids from the following three (3) contractors:

BIDDERS	AMOUNT
Best Contracting Services *(Unresponsive Bid)*	$131,507.50
AME Builders, Inc.	$425,706
Allison Mechanical	$589,000

After thorough review, staff evaluated each project bid and identified AME Builders, Inc. as the contractor submitting the lowest responsive and responsible bid. The bid submitted by Best Contracting Services was deemed unresponsive as the contractor did not bid on the complete project per the scope of work, specifically not including a bid for the repair and replacement of the HVAC units. Accordingly, staff is seeking approval to award AME Builders, Inc. a Public Works contract to execute the project.

This project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act since it is an improvement to an existing public facility.

ALTERNATIVES:

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

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The total cost for the EOC roofing and rooftop HVAC units repair and replacement project is $425,706. This is a grant-funded project.

Attachments

Bid Report
AME Builders Contract

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **30th day of January 2024 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for **EOC HVAC and Roofing – FCS01112024KG**. 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	Bid Bond	Addenda Acknowledged (1)	Total Bid Amount
1	Best Contracting Services, Gardena CA	Yes	Yes	1 Addenda acknowledged	$131,507.50
2	AME Builders, Pomona CA	Yes	Yes	1 Addenda acknowledged	$425,706.00
3	Allison Mechanical, Redlands CA	Yes	Yes	1 Addenda acknowledged	$589,000.00

Jeanne Donaldson, City Clerk
City of Redlands, California

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

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 16th day of April, 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 AME Builders Inc. dba AME Roofing (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: EOC HVAC Replacement & Roofing Replacement, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's EOC HVAC Replacement & Roofing Replacement Project, Project No. FCS01112024KG (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Four Hundred Twenty-Five Thousand Seven Hundred Six Dollars ($425,706) 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 thirty (30) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR: Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. ASSIGNMENT OF AGREEMENT: No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. SUCCESSORS AND ASSIGNS: City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. SEVERABILITY: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

AME BUILDERS INC. DBA AME ROOFING___
Name of Contractor

By:_____
Signature of Authorized Agent

President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

1057266
_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Fire Department
EOC HVAC Replacement and Roofing Replacement
FCS01112024KG

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.

AME Builders Inc. dba AME Roofing_____
(Contractor)

_____
(Signature)

President_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and AME Builders Inc. dba AME Roofing (hereinafter designated as "Principal") have entered into an agreement dated April 16, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as EOC HVAC Replacement and Roofing Replacement 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, AME Builders Inc. dba AME Roofing, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Twenty-Five Thousand Seven Hundred Six Dollars ($425,706) 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 AME Builders Inc. dba AME Roofing (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 April 16, 2024, and identified as EOC HVAC Replacement and Roofing Replacement 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 Four Hundred Twenty-Five Thousand Seven Hundred Six Dollars ($425,706) 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)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

City Council Meeting **M. 2.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the First Amendment to the Professional Services Agreement with George Hills Company, Inc. increasing annual compensation for the remaining duration of the agreement bringing the total compensation to an amount not to exceed $270,052 providing third party liability claims administration on a time and expense basis, and adopt Resolution No. 8574, granting authority at the City's request, to initiate small claims actions on behalf of the City and rescind Resolution No. 7830 (Human Resources/Risk Management Director Meteau)

MOTION(S):

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

1. I move to approve the First Amendment to the agreement with George Hills Company, Inc. for the total compensation of the agreement not to exceed $270,052; and

2. Adopt Resolution No. 8574, and rescind Resolution No. 7830.

RECOMMENDATION:

Staff recommends that Council approve the First Amendment to the Agreement to Perform Professional Services between George Hills Company, Inc. and the City of Redlands to provide third party liability claims administration on a time and expense basis for an amount not-to-exceed the amount of $270,052 for the services provided during the term of the agreement; approve Resolution No. 8574, granting authority at the City's request, to initiate small claims actions on behalf of the City, rescinding Resolution No. 7830.

DISCUSSION:

As provided in Resolution No. 8574, the City may delegate government claims responsibilities to its third-party claims administrator (TPA) to facilitate the day-to-day operations of claims management and ensure that the City complies with Government Code relating to Claims against a Public Entity. On July 5, 2022, City Council approved a 3-year agreement with George Hills for such services. Resolution No. 8574, also grants authority at the City's request, to initiate small claims actions on behalf of the City

Under Exhibit "B" Fee Schedule (page 14) of the existing agreement, fees for claims administration services include a fixed fee of $69,000 per year for the first year and further states that the fixed fee is subject to re-evaluation in the event that the claim volume increases/decreases by 10%. In late 2023 George Hills completed an evaluation, and it was ascertained that the City's claims have increased above 10%, resulting in an actual cost to George Hills of $108,000.

Consequently, an amendment to the original agreement is being requested to move away from a fixed fee compensation for claim administration services. Instead, the First Amendment will specify that claim administration services will be compensated on a time and expense basis, effective retroactively to July 1, 2023, and according to the amended fee schedule, include a not to exceed the annual cap of $95,000 for the remaining duration of the agreement and the total compensation not to exceed $$270,052. This change in how compensation is determined will adjust to the claim volume the City receives. The other terms of the agreement remain the same through June 2025.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Robert Meteau, Human Resources/Risk Management Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:
Beatris Ordaz, HR Manager

Fiscal Impact

Fiscal Year: 23-24
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:

According to the new terms of the City's amended agreement, the City agrees to pay for all services performed by Consultant on a Time and Expense basis, in the form of adjuster's fees not to exceed the annual cap of $95,000. The current hourly rates for Consultant's personnel are:

Claims Supervisor:	$127/hour*
Claims Adjuster:	$102/hour*
Claims Processing:	$84/hour*

Attachments

First Amendment
Resolution 8574
Resolution 7830 (Rescinded)
Agreement with George Hills

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for third party liability claims administration services ("Agreement"), dated July 5, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and George Hills Company, Inc., a California corporation ("Consultant"), is made and entered into this 16th day of April, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 of their existing Agreement to amend the Consultant's Scope of Services and increase Consultant's annual compensation, bringing the Consultant's total compensation to an amount not-to-exceed Two Hundred Seventy Thousand Dollars ($270,052), and

WHEREAS, it is the desire of the City and Consultant to amend Exhibit "A," "Scope of Services" to include an amended "Scope of Services," which is attached hereto by reference; 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. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended and replaced by an amended Exhibit "A," which is attached hereto and incorporated herein by this reference Attachment 1.

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

4.2 The term of this Agreement shall be for a period of three (3) years beginning July 5, 2022 and expiring on July 5, 2025.

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

> The total compensation for Consultant's performance of the Services during the Term of this Agreement shall not exceed the amount of Two Hundred Seventy Thousand Dollars ($270,052.00). Commencing on the Effective Date of this Agreement, fees and expenses to be paid to Consultant shall not exceed Eighty Thousand Fifty-Two Dollars ($80,052.00) for the first year of the Agreement and Ninety-Five Thousand Dollars ($95,000.00) for each subsequent year of the Agreement. Effective July 1, 2023, 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.

Section 4. The scope of services set forth in Exhibit "A" of the Agreement titled, "Scope of Services," is hereby amended and replaced by an amended Exhibit "A," which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 5. 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 2.

Section 6. 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 April 16, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

GEORGE HILLS COMPANY, INC.

By: _____
John E. Chaquica, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES AND CLIENT EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Exhibit A is intended to provide the scope of services and specific service expectations in this Agreement, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. Services to be provided by George Hills Company ("GH") on behalf of City of Redlands ("City") may include all or some of the following,

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year GH performs numerous functions which support claims administration on behalf of the City, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new client there are several "on-boarding" services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Contract:

1) Access to CMIS and training.
2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
3) Monthly claim summary reports.
4) Providing loss run data and required reports.
5) Providing annual reports to outside agencies.
6) Filing of regulatory reports (such as 1099, W-9, etc.).
7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by City.
8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
10) Discussion and agreement on the Approval process.
11) Process checks weekly.
12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
14) Submit monthly check registers of all transactions made for the period.
15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).

16) Monthly bank reconciliation (prepared and sent to City).
17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
19) Certificates of insurance as required by the Contract.

B. Investigative Services

1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all City losses but not to include extraordinary investigative services outside the expertise of GH.
3) In the event City or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
5) Undertake items of investigation requiring special handling for CITY at the direction of the CITY's Attorney or authorized representative.

C. Liability and Claim Handling Services

1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
3) GH will follow any City policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
8) Maintain records on any such claim and notify City when City is about to exhaust the Self-Insured Retention.
9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
10) Perform periodic reviews, as needed, of City files and claims as well as statutory requirements to ensure compliance including excess insurance related requirements.

11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. *(See Attachment B)*
12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

1) Upon notification by the City that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
2) Work cooperatively with City in choosing outside counsel from approved panel, if any, and assist defense counsel in on-going litigation defense efforts.
3) Obtain and maintain a Litigation Plan and Budget.
4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
6) Assist in responding to discovery or preparing discovery.
7) At the request of the City, attend mandatory settlement conferences on behalf of City.
8) At the request of the City, appear on behalf of City in small claims actions filed against City on open claims handled by GH.
9) At the request of the City, GH can file small claims actions on behalf of the City.
10) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
11) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

E. Reports and Procedures

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide City with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be City's property and constitute the GH’s work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the City is the property of GH. Additional copies of original reports, documents, and data requested by City will be at City’s expense in accordance with this contract.

3) GH agrees that City have access and the right to audit and reproduce any of the GH's relevant records to ensure that the City is receiving all services to which the City is entitled under this Contract or for any purpose relating to the Contract.

F. Data

1) Utilize GH's claims management system—CXP (ClaimsXpress), or a substantially similar equivalent with comparable features and functionality. City will be provided "read-only" access to the claims system. "Read-write" access may be obtained at the City's additional expense.
2) Record all claim information including all financial data.
3) Provide City and broker Read only on-line access to the claims data system (up to five users), if desired by City.
4) Provide monthly standard loss run and check register.
5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
6) Provide assistance to City in developing customized reports when requested (may require additional charge).
7) Arrange for electronic file conversion for any open and closed claims at the direction of City.

G. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with City to review and discuss the City's claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

H. Financial Accounting

1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the City.
2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
3) Submit monthly check registers of all transactions made for the period.
4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
6) GH will provide monthly bank reconciliation reports to City for audit purposes.

I. Third Party Subrogation Services

1) GH personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Contract. Included within this contract, GH will perform the following functions:
2) Identify potential opportunities to recover from persons, businesses, and entities other than the City.
3) Prepare and file a claim with each identified entity.
4) As applicable, tender defense to or seek recovery from any identified entity.

5) With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the City
6) Manage litigation related to such claims made to other person, businesses or entities

J. First Party Subrogation Services

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, City may retain GH for Subrogation Services. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, and may include:

1) Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
2) Services or materials provided by outside vendors or contractors;
3) Internal or external vehicle or equipment use and/or rental;
4) Materials and/or goods utilized for the repair/replacement of damaged property; and/or
5) Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing documents.

II. CLIENT EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Contract for which GH requests the City expressly establish authority and/or limitations, on the ability of GH to act on behalf of the City. The City will check the appropriate box establishing the authority of GH to act or the limitation as to that authority.

INVESTIGATION:

☐ George Hills will conduct all investigations

☐ City will conduct all investigations

☒ City will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

☒ Must be preauthorized by City

☐ Does not need preauthorization

REJECTION OF CLAIMS:

City's position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency)*. Check all that apply.

Protocols for Rejections

☒ GH needs authorization
☐ GH does not need authorization
☒ GH sends the Rejection
☐ City sends the Rejection
☐ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

☐ GH will handle litigated claims
- ☐ Full
- ☐ As assigned
- ☐ Check Issuance and Data Input
- ☐ Data Input only

☒ City will handle litigated claims in-house, with GH to capture data into SIMS
- ☐ City will send data to GH weekly
- ☐ City will send data to GH monthly

Mandatory Settlement Conferences

☐ GH always attends
☒ At City request only

Small Claims Actions filed against City

☐ GH always appears
☒ At City request only

Legal Counsel

☒ GH must have City authorization to refer to outside Legal Counsel
☐ GH does not need City authorization to refer to outside Legal Counsel
☐ GH must use City approved Legal Panel for Attorney selection
☒ City does not have an approved Legal Panel for Attorney selection
☐ All Litigation to be handled by City in-house Legal

☐ GH always sends Litigation Assignment packets to Legal Counsel

City specific Litigation Guidelines: ☐ Yes ☐ No

City specific Litigation Referral Form/Letter: ☐ Yes ☐ No

City specific Litigation Budget Form: ☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☒ Expense ☐ Legal

EXCESS REPORTING:

☒ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

☐ City will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

☐ $0.00 Other: $ (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the City.

☐ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

☐ GH stops tracking activity once the SIR has been reached.

☒ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

☐ GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☐ GH is authorized to initiate third party subrogation claims on behalf of City

☒ GH must obtain authorization to initiate third party subrogation claims on behalf of City.

FIRST PARTY SUBROGATION SERVICES:

☐ City elects to incorporate the first party subrogation services of GH into the contract

☒ City authorizes GH to initiate first party subrogation claims on behalf of City

☐ City agrees to the additional compensation payable to GH for its first party subrogation services as follows:

GH shall be entitled to _____% of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

☒ City agrees to the terms and conditions stated in Attachment B, Subrogation Services.

ATTACHMENT 2

EXHIBIT "B"

FEE SCHEDULE

The following compensation, fees and expenses, shall be paid in consideration for the services provided by Consultant as described in this Agreement to Perform Professional Services under Article 5 – Payments to Consultant, which has been agreed to, including claims activity. This section shall remain in force and services provided during the term of this Contract, unless otherwise amended by the parties.

The amounts to be paid pursuant to this Agreement are detailed in two distinct areas of services:

First, under subsection 1) below, "Fees for Claims Administration Services"; and

Second, under subsection 2) below, "Reimbursable Costs and Expenses" which specifically relate to provision of claims handling services which is the subject of this Contract.

The fees and expenses/costs will be billed together monthly in our standard invoice format. Additionally, if the City elects any optional services identified in this section, such as First Party Subrogation Services or any of the identified Optional Services, such agreed upon additional amounts will also be billed together monthly where applicable.

1) Fees for Claims Administration Services

For the first year of the Agreement, Client agrees to pay a fixed fee of $69,000 in exchange for the claim administration and handling services described in this Agrement and the Exhibits hereto. The fixed fee is a base fee and subject to reevaluation in the event that the claim volume increases or decreases by more than 10%. The City agrees that the base number of claims is 70.

Effective July 1, 2023 for the remaining duration of the term of the agreement, City agrees to pay for all services performed by Consultant on a Time and Expense basis. Consultant will charge time to each claim using 1/10th of an hour increments for each task performed on a claim. The time spent and further descriptions of each task shall be stated on each monthly invoice. The cumulative annual billing, however, shall not exceed the annual cap of $95,000, which cap is subject to annual adjustments. It is Consultant's responsibility to monitor, review and advise City of any annual cap adjustments, whether by increase or decrease. In the event that Consultant reasonably estimates that the cap will be reached or exceeded in any year, notice will be provided to the City indicating that an adjustment may be necessary. If the cap is not adjusted, Consultant will perform services up to the amount of the cap and must cease all work until the parties reach an agreement on the annual cap adjustment. To be effective, any annual cap adjustment must be included in a written amendment to this

Agreement pursuant to Section 8.6. The current hourly rates for Consultant's personnel are:

Claims Supervisor:	$127/hour*
Claims Adjuster:	$102/hour*
Claims Processing:	$84/hour*

*All hourly rates and fees in the Agreement are subject to the Annual Escalator language found in Section 2(i) of this Exhibit.

2) Reimbursable Costs and Expenses

a. **Annual Administration Fee:** City agrees to pay an annual administration fee of $10,000 which is billed annually at the beginning of the Agreement period and thereafter upon the anniversary of the Agreement.

b. **Mileage – Adjuster**: Mileage is paid at the IRS rate.

c. **MMSEA**: There is a $500 annual reporting fee which is paid directly to ExamWorks, for the performance of CMS reporting.

d. **Adjuster Travel Expenses:** Consultant will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual expenses with no mark-ups will be submitted with receipts on a monthly basis.

e. **System Access Fee:** Access to the claims management information system, "CMIS", carries a cost of $1,500 annually. That cost is included in the annual administration fee and includes the setup and management of up to five (5) "read only" user accounts. "Read/write" access to the system can be obtained for an additional fee.

f. **iMetrics Report Fee**: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

g. **Custom Reports**: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

h. **Catastrophic Fees**: Consultant recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires

additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, Consultant proposes that should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own defense counsel, City shall be billed at the current hourly rate for all services. Catastrophic Fees under this section only apply to City's which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.

i. **3% Annual Escalator**: All Consultant pricing options under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect upon each anniversary of the Contract effectiveness date. .

j. **General File**: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

k. **Paper Files**: Consultant is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. Consultant will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

3) First Party Subrogation Services And Fees

Consultant is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. Consultant does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, and with prior written consent from City, Consultant shall initiate its Subrogation Services as described more fully in Exhibit A, Scope of Services and Client Expressed Authority and Limitations as well as Attachment A-1, Subrogation Agreement. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. City will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained.

4) Optional Services

a. Legal Services and Consultation (Optional and upon written request):

Consultant employs in-house General Counsel which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. Consultant offers the services of its attorneys as an additional resource for Consultant clients, on a time and expense basis, as follows:

i. Litigation Management: $175.00 per hour
These services include the oversight of all assigned Consultant claims

adjusters and monitoring and handling of "watch list" claims (highest exposure, most complex litigation). These services are also available on a claim-by-claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: $175.00 per hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: $175.00 per hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: $175.00 per hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars: $175.00 per hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law and general liability claims. Courses are customized to address the client's specific needs.

vi. Professional and Financial Services: $175.00 per hour
As related to risk management and loss prevention in alignment with the scope of services.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

I. PAYMENT SCHEDULE

Consultant will submit its invoices to City, and payment of undisputed amounts shall be made by City, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

II. ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

Consultanthas determined that the most efficient and secure default form of payment for goods and/or services provided under Contract with City shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both Consultantand City and agreed to in writing.

Consultant will submit a direct deposit authorization request via to City with banking and vendor information, and any other information that the City determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Contract, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and Consultant will explain why the payment method designated by the City is not feasible and an alternative is necessary.

RESOLUTION NO. 8574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DELEGATING GOVERNMENT CLAIMS RESPONSIBILITIES TO ITS THIRD-PARTY CLAIMS ADMINISTRATOR, GEORGE HILLS COMPANY, SUBJECT TO THE PROVISIONS OF CHAPTER 3.09 OF THE REDLANDS MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 7830

WHEREAS, the City of Redlands is a public entity and, pursuant to Government Code sections 990.4 et seq. and 6500 et seq., has a self-insured retention for liability claims and losses in the amount of five hundred thousand dollars ($500,000); and

WHEREAS, California Government Code sections 990.4 et seq. and 6500 et seq. allow a public entity to delegate the ministerial duties of sending notices to claimants, including, but not limited to, notices of rejection, insufficiency, and untimeliness of government claims; and

WHEREAS, Chapter 3.09 of the Redlands Municipal Code establishes regulations governing the City's processing, acceptance, settlement, and rejection of government claims; and

WHEREAS, pursuant to Chapter 3.09 of the Redlands Municipal Code, it is the desire of the City Council and the City Manager to delegate to George Hills Company, the City's third-party government claims administrator, in accordance with the company's contract with the City and Chapter 3.09, the authority to coordinate with City staff and process government claims and send notices relating to the processing, acceptance, insufficiency, timeliness, and rejection of the same; and

WHEREAS, pursuant to Chapter 3.09 of the Redlands Municipal Code, it is the desire of the City Council and the City Manager to delegate to George Hills Company, the City's third-party government claims administrator, in accordance with the company's contract with the City and Chapter 3.09, at the City's request the authority to initiate small claims actions on behalf of the City.

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

Section 1. The City Council hereby delegates to George Hills Company, the City's third-party government claims administrator, the authority to coordinate with City staff and act on the City Council's behalf, pursuant to Government Code section 810 et seq. and Chapter 3.09 of the Redlands Municipal Code, to process, accept, return as insufficient or untimely, and reject, any government claims against the City, and to provide any notices authorized under those Government Code sections and Chapter 3.09, on behalf of the City.

Section 2. The City Council hereby delegates to George Hills Company, the City's third-party government claims administrator, at the request of the City's Human Resources Director or their designee, the authority to initiate small claims actions on behalf of the City.

Section 3. Resolution No. 7830 is hereby rescinded.

Section 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of April, 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 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 7830

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DELEGATING GOVERNMENT CLAIMS RESPONSIBILITIES TO ITS THIRD-PARTY CLAIMS ADMINISTRATOR, GEORGE HILLS COMPANY, SUBJECT TO THE PROVISIONS OF CHAPTER 3.09 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, the City of Redlands is a public entity and, pursuant to Government Code sections 990.4 et seq. and 6500 et seq., has a self-insured retention for liability claims and losses in the amount of five hundred thousand dollars ($500,000); and

WHEREAS, California Government Code sections 990.4 et seq. and 6500 et seq. allow a public entity to delegate the ministerial duties of sending notices to claimants, including, but not limited to, notices of rejection, insufficiency, and untimeliness of government claims; and

WHEREAS, Chapter 3.09 of the Redlands Municipal Code establishes regulations governing the City's processing, acceptance, settlement, and rejection of government claims; and

WHEREAS, pursuant to Chapter 3.09 of the Redlands Municipal Code, it is the desire of the City Council and the City Manager to delegate to George Hills Company, the City's third-party government claims administrator, in accordance with the company's contract with the City and Chapter 3.09, the authority to coordinate with City staff and process government claims and send notices relating to the processing, acceptance, insufficiency, timeliness, and rejection of the same;

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

Section 1. The City Council hereby delegates to George Hills Company, the City's third-party government claims administrator, the authority to coordinate with City staff and act on the City Council's behalf, pursuant to Government Code section 810 et seq. and Chapter 3.09 of the Redlands Municipal Code, to process, accept, return as insufficient or untimely, and reject, any government claims against the City, and to provide any notices authorized under those Government Code sections and Chapter 3.09, on behalf of the City.

Section 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 17th day of April, 2018, by the following vote:

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS.
CITY OF REDLANDS):

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 17th day of April, 2018, by the following vote:

AYES: Councilmembers Harrison, Barich, Tejeda, Momberger; Mayor Foster
NOES:
ABSTAIN:
ABSENT:

Jeanne Donaldson, City Clerk
City of Redlands

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of claims adjusting and administration services ("Agreement") is made and entered in this 5th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and George Hills Company, 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 claims adjusting and administration services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tommi Ng, Assistant Human Resources/Risk Management 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 "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three (3) years beginning July 5, 2022 (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 the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total annual compensation for Consultant's performance of the Services is specified in Exhibit B, "Fee Schedule," which is fully incorporated herein. Fees and expenses to be paid to Consultant shall not exceed the amount of Eighty Thousand Dollars ($80,000) per fiscal year commencing on the Effective Date, with two additional one-year renewal options bringing the total to an amount not-to-exceed Four Hundred Thousand Dollars ($400,000). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "B" titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

City:

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

CONSULTANT:

John E. Chaquica
George Hills Company, Inc
PO Box 278
Rancho Cordova, CA 95741
john.chaquica@georgehills.com
Phone: (916) 859-4824
Fax: (714) 596-7798

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. 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.

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor 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.

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

GEORGE HILLS COMPANY, INC.

By: _____
John E. Chaquica, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES AND CLIENT EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Exhibit A is intended to provide the scope of services and specific service expectations in this Agreement, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. Services to be provided by George Hills Company ("GH") on behalf of City of Redlands ("City") may include all or some of the following,

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year GH performs numerous functions which support claims administration on behalf of the City, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new client there are several "on-boarding" services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Contract:

1) Access to CMIS and training.
2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
3) Monthly claim summary reports.
4) Providing loss run data and required reports.
5) Providing annual reports to outside agencies.
6) Filing of regulatory reports (such as 1099, W-9, etc.).
7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by City.
8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
10) Discussion and agreement on the Approval process.
11) Process checks weekly.
12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
14) Submit monthly check registers of all transactions made for the period.
15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).
16) Monthly bank reconciliation (prepared and sent to City).
17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).

19) Certificates of insurance as required by the Contract.

B. Investigative Services

1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all City losses but not to include extraordinary investigative services outside the expertise of GH.
3) In the event City or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
5) Undertake items of investigation requiring special handling for CITY at the direction of the CITY's Attorney or authorized representative.

C. Liability and Claim Handling Services

1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
3) GH will follow any City policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
8) Maintain records on any such claim and notify City when City is about to exhaust the Self-Insured Retention.
9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
10) Perform periodic reviews, as needed, of City files and claims as well as statutory requirements to ensure compliance including excess insurance related requirements.
11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. *(See Attachment B)*
12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

1) Upon notification by the City that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
2) Work cooperatively with City in choosing outside counsel from approved panel, if any, and assist defense counsel in on-going litigation defense efforts.
3) Obtain and maintain a Litigation Plan and Budget.
4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
6) Assist in responding to discovery or preparing discovery.
7) At the request of the City, attend mandatory settlement conferences on behalf of City.
8) At the request of the City, appear on behalf of City in small claims actions filed against City on open claims handled by GH.
9) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
10) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

E. Reports and Procedures

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide City with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be City's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the City is the property of GH. Additional copies of original reports, documents, and data requested by City will be at City's expense in accordance with this contract.
3) GH agrees that City have access and the right to audit and reproduce any of the GH's relevant records to ensure that the City is receiving all services to which the City is entitled under this Contract or for any purpose relating to the Contract.

F. Data

1) Utilize GH's claims management system—CXP (ClaimsXpress), or a substantially similar equivalent with comparable features and functionality. City will be provided "read-only" access to the claims system. "Read-write" access may be obtained at the City's additional expense.

2) Record all claim information including all financial data.
3) Provide City and broker Read only on-line access to the claims data system (up to five users), if desired by City.
4) Provide monthly standard loss run and check register.
5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
6) Provide assistance to City in developing customized reports when requested (may require additional charge).
7) Arrange for electronic file conversion for any open and closed claims at the direction of City.

G. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with City to review and discuss the City's claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

H. Financial Accounting

1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the City.
2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
3) Submit monthly check registers of all transactions made for the period.
4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
6) GH will provide monthly bank reconciliation reports to City for audit purposes.

I. Third Party Subrogation Services

1) GH personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Contract. Included within this contract, GH will perform the following functions:
2) Identify potential opportunities to recover from persons, businesses, and entities other than the City.
3) Prepare and file a claim with each identified entity.
4) As applicable, tender defense to or seek recovery from any identified entity.
5) With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the City
6) Manage litigation related to such claims made to other person, businesses or entities

J. First Party Subrogation Services

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, City may retain GH for Subrogation Services. Our services are unique to a first party loss of the City caused

by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, and may include:

1) Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
2) Services or materials provided by outside vendors or contractors;
3) Internal or external vehicle or equipment use and/or rental;
4) Materials and/or goods utilized for the repair/replacement of damaged property; and/or
5) Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing documents.

II. CLIENT EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Contract for which GH requests the City expressly establish authority and/or limitations, on the ability of GH to act on behalf of the City. The City will check the appropriate box establishing the authority of GH to act or the limitation as to that authority.

INVESTIGATION:

☐ George Hills will conduct all investigations
☐ City will conduct all investigations
☒ City will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

☒ Must be preauthorized by City
☐ Does not need preauthorization

REJECTION OF CLAIMS:

City's position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency)*. Check all that apply.

Protocols for Rejections

☒ GH needs authorization
☐ GH does not need authorization
☒ GH sends the Rejection
☐ City sends the Rejection
☐ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

☐ GH will handle litigated claims
- ☐ Full
- ☐ As assigned
- ☐ Check Issuance and Data Input
- ☐ Data Input only

☒ City will handle litigated claims in-house, with GH to capture data into SIMS
- ☐ City will send data to GH weekly
- ☐ City will send data to GH monthly

Mandatory Settlement Conferences

☐ GH always attends

☒ At City request only

Small Claims Actions filed against City

☐ GH always appears

☒ At City request only

Legal Counsel

☒ GH must have City authorization to refer to outside Legal Counsel

☐ GH does not need City authorization to refer to outside Legal Counsel

☐ GH must use City approved Legal Panel for Attorney selection

☒ City does not have an approved Legal Panel for Attorney selection

☐ All Litigation to be handled by City in-house Legal

☐ GH always sends Litigation Assignment packets to Legal Counsel

City specific Litigation Guidelines: ☐ Yes ☐ No

City specific Litigation Referral Form/Letter: ☐ Yes ☐ No

City specific Litigation Budget Form: ☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☒ Expense ☐ Legal

EXCESS REPORTING:

☒ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

☐ City will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

☐ $0.00 Other: $ (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the City.

☐ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

☐ GH stops tracking activity once the SIR has been reached.

☒ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

☐ GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☐ GH is authorized to initiate third party subrogation claims on behalf of City

☒ GH must obtain authorization to initiate third party subrogation claims on behalf of City.

FIRST PARTY SUBROGATION SERVICES:

☐ City elects to incorporate the first party subrogation services of GH into the contract

☒ City authorizes GH to initiate first party subrogation claims on behalf of City

☐ City agrees to the additional compensation payable to GH for its first party subrogation services as follows:

GH shall be entitled to _____% of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

☒ City agrees to the terms and conditions stated in Attachment B, Subrogation Services.

EXHIBIT "B"
FEE SCHEDULE

The following compensation, fees and expenses, shall be paid in consideration for the services provided by Consultant as described in this Agreement to Perform Professional Services under Article 5 – Payments to Consultant, which has been agreed to, including claims activity. This section shall remain in force and services provided during the term of this Contract, unless otherwise amended by the parties.

The amounts to be paid pursuant to this Agreement are detailed in two distinct areas of services:

First, under subsection 1) below, "Fees for Claims Administration Services"; and

Second, under subsection 2) below, "Reimbursable Costs and Expenses" which specifically relate to provision of claims handling services which is the subject of this Contract.

The fees and expenses/costs will be billed together monthly in our standard invoice format. Additionally, if the City elects any optional services identified in this section, such as First Party Subrogation Services or any of the identified Optional Services, such agreed upon additional amounts will also be billed together monthly where applicable.

1) **Fees for Claims Administration Services**

   Client agrees to pay a fixed fee of $69,000 per year for the first year of its engagement with GH, in exchange for the claim administration and handling services described in this Agreement and the Exhibits hereto.

   The fixed fee is a base fee and subject to re-evaluation in the event that the claim volume increases or decreased by more than 10%. The City agrees that the base number of claims is 70.

2) **Reimbursable Costs and Expenses**

   a. **Annual Administration Fee:** City agrees to pay an annual administration fee of $10,000 which is billed annually at the beginning of the Agreement period and thereafter upon the anniversary of the Agreement.

   b. **Mileage – Adjuster**: Mileage is paid at the IRS rate.

   c. **MMSEA**: There is a $500 annual reporting fee which is paid directly to ExamWorks, for the performance of CMS reporting.

   d. **Adjuster Travel Expenses:** GH will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual

expenses with no mark-ups will be submitted with receipts on a monthly basis.

e. **System Access Fee:** Access to the claims management information system, "CMIS", carries a cost of $1,500 annually. That cost is included in the annual administration fee and includes the setup and management of up to five (5) "read only" user accounts. "Read/write" access to the system can be obtained for an additional fee.

f. **iMetrics Report Fee:** There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

g. **Custom Reports**: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

h. **Catastrophic Fees**: GH recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, GH proposes that should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own defense counsel, City shall be billed at the current hourly rate for all services. Catastrophic Fees under this section only apply to City's which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.

i. **3% Annual Escalator**: All GH pricing options under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect upon each anniversary of the Contract effectiveness date. .

j. **General File**: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

k. **Paper Files**: GH is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. GH will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

3) First Party Subrogation Services And Fees

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, and with prior written consent from City, GH shall initiate its Subrogation Services as described more fully in Attachment A,

Scope of Services and Client Expressed Authority and Limitations as well as Attachment A-1, Subrogation Agreement. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. City will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained.

4) Optional Services

a. Legal Services and Consultation (Optional and upon written request):

GH employs in-house General Counsel which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. GH offers the services of its attorneys as an additional resource for GH clients, on a time and expense basis, as follows:

i. Litigation Management: $175.00 per hour
These services include the oversight of all assigned GH claims adjusters and monitoring and handling of "watch list" claims (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: $175.00 per hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: $175.00 per hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: $175.00 per hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars: $175.00 per hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment

law and general liability claims. Courses are customized to address the client's specific needs.

vi. Professional and Financial Services: $175.00 per hour
As related to risk management and loss prevention in alignment with the scope of services.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

I. PAYMENT SCHEDULE

GH will submit its invoices to City, and payment of undisputed amounts shall be made by City, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

II. ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

GH has determined that the most efficient and secure default form of payment for goods and/or services provided under Contract with City shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both GH and City and agreed to in writing.

GH will submit a direct deposit authorization request via to City with banking and vendor information, and any other information that the City determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Contract, GH may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and GH will explain why the payment method designated by the City is not feasible and an alternative is necessary.

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.

GEORGE HILLS CO. INC.

By: _____ Date: 7/5/22

John E. Chaquica, CEO

City Council Meeting **M. 3.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the First Amendment to the Non-Professional Service Agreement with General Pump Company to revise the first Extended Term compensation to $750,000 and extend the term to two (2) years (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the First Amendment to the Non-Professional Service Agreement with General Pump Company.

RECOMMENDATION:

Staff recommends City Council approval of a First Amendment to the Non-Professional Service Agreement with General Pump Company to revise the first Extended Term compensation to $750,000 and extend the term to two (2) years.

DISCUSSION:

The City's water production system includes forty-five (45) potable and non-potable groundwater wells, thirty-eight (38) booster pumps, and two (2) surface water treatment plants to serve more than 75,000 customers within and adjacent to Redlands. The groundwater wells and booster pumps are operated by high horsepower motors to deliver water at high flowrates and pressures throughout the Redlands water service area. Mechanical and electrical components require frequent routine maintenance to reduce the potential for malfunction and prevent equipment failure. Repairs associated with equipment failures typically exceed staff resources and repair capabilities. During emergencies, staffing may be even more limited, and support from a qualified

groundwater well and booster pump contractor is often necessary.

In August 2022, MUED staff issued a Request for Bids to qualified contractors to provide groundwater well and booster pump services on an as-needed basis. Six (6) contractors submitted bid proposals and City Council approved a Non-Professional Service Agreement (Agreement) with General Pump Company on November 1, 2022. The original Agreement included an initial term of one (1) year, two (2) optional extension terms (each for an additional year), and annual compensation not-to-exceed $375,000. The Initial Term was completed successfully and the City and General Pump Company executed the first Agreement extension on August 31, 2023.

Throughout the project, General Pump Company has exceeded the City staff's performance expectations. MUED staff analyzed the remaining scope of services and associated costs to complete all project tasks and determined that reprioritizing tasks originally scheduled for completion during each of the Extended Terms will impact the schedule and costs associated with each Extended Term. Therefore, it is necessary to amend the original Agreement to combine the two (2) Extended Terms. The First Amendment to this Agreement revises the first Extended Term compensation to $750,000 and extends the term to two (2) years. Approval of the First Amendment does not increase the total anticipated project cost or ultimate completion date. No additional revisions to the original Agreement terms are proposed by this Amendment.

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
Dana Abramovitz-Daniel, Procurement Manager

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

Fiscal Impact

Revenue Generating: N

Appropriation Required Y/N: N

Budgeted Y/N: Y

Discussion:

Sufficient funding remains in the FY 23/24 MUED Water Services Budget for the First Amendment to the Non-Professional Service Agreement with General Pump Company.

Attachments

NPS Agreement - General Pump Company

General Pump Company First Amendment

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of well and booster on-call services ("Agreement") is made and entered in this 1st day of November 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform well and booster on-call services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates John R. Harris, Municipal Engineering and Utilities Department, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the first Extended Term; and three hundred seventy-five thousand dollars ($375,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million one hundred twenty-five thousand dollars ($1,125,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit 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	Tom Nanchy, Sr. Project Manager
City of Redlands	General Pump Company
35 Cajon Street	159 N. Acacia Street
P.O. Box 3005 (mailing)	San Dimas, CA 91773
Redlands, CA 92373	tnanchy@genpump.coml
jdonaldson@cityofredlands.org	(909) 599-9606
(909) 798-7531	(909) 599-6238

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be

made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

GENERAL PUMP COMPANY, INC.

By: _____
Tom Nanchy, Sr. Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Perform Well and Booster On-Call Services consistent with industry standards and best practices.

Services including, but not limited to.

- Engineering, hydrogeologists, machinists, electrical, fabrication and field technician support as needed.
- Well and booster pump inspections and teardowns, troubleshooting, maintenance, and rehab activities, including complete equipment replacements, brush & bail, test pumping and well development, video surveys, chemical treatments, well liners and complete engineering alternatives and solutions.
- Emergency repairs

All work and general conditions shall be performed in accordance with the current Standard Specification for Public Works Construction (the Green Book), the California State Water Resources Control Board, the American Water Works Association (AWWA) and the National Electrical Manufactures Association (NEMA) Standards. Materials provided (where applicable) shall be in accordance with the NSF/ANSI 61.

Contractor shall always secure each site and equipment within their scope of work throughout the duration of work. Contractor shall also be responsible (where applicable) for National Pollutant Discharge Elimination System (NPDES) and site generated waste disposal.

DELIVERY SCHEDULE

As needed.

PERFORMING SERVICES

Emergency work requests shall be performed no later than 48 hours after the initial request. Contractor shall be capable of working continuously during emergency requests. All other requests shall be scheduled with the contractor and scope of work defined prior to a notice to proceed. The contractor shall provide a cost proposal with the scope of work for all non-emergency work and obtain approval from the city prior to start of any work.

Bond No.: 107703853

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and GENERAL PUMP COMPANY (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Well & Booster On-Call Services (the "Work"), which said agreement, dated November 1, 2022, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred and Fifty Thousand Dollars ($250,000) 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 November 1, 2022.

(SEAL)
General Pump Company, Inc.
(Contractor)
(Signature)

(SEAL)
Travelers Casualty and Surety Company of America
(Surety)
BY:
(Signature) Matthew Cocco

Address:
One Tower Square
Hartford, CT 06183

Telephone(860) 652-3235

(Seal and Notarial Acknowledgment of Surety)

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

PRICE AND FEE BID

BID #20220811-PM

Line Item	Item Description	Crew Size	Unit	Rate
1	Field Service Truck	1 Man	Per Standard Hour	$ 170.00
2	Pump Rig & Field Service Truck	2 Men	Per Standard Hour	$ 405.00
3	Pump Rig & Field Service Truck	2 Men	Per OT Hour	$ 515.00
4	Pump Rig & Field Service Truck	3 Men	Per Standard Hour	$ 565.00
5	Pump Rig & Field Service Truck	3 Men	Per OT Hour	$ 695.00
6	Pump Rig & Field Service Truck	4 Men	Per Standard Hour	$ 585.00
7	Pump Rig & Field Service Truck	4 Men	Per OT Hour	$ 715.00
8	Up to 30 Ton Swing Cab Crane	4 Men	Per Standard Hour	$ 485.00
9	Up to 30 Ton Swing Cab Crane	4 Men	Per OT Hour	$ 595.00
10	30 Ton and above Swing Cab Crane	4 Men	Per Standard Hour	$ 745.00
11	30 Ton and above Swing Cab Crane	4 Men	Per OT Hour	$ 925.00
12	Up to 30 Ton Fixed Cab Crane	3 Men	Per Standard Hour	$ 390.00
13	Up to 30 Ton Fixed Cab Crane	3 Men	Per OT Hour	$ 540.00
14	30 Ton and above Fixed Cab Crane	3 Men	Per Standard Hour	$ 640.00
15	30 Ton and above Fixed Cab Crane	3 Men	Per OT Hour	$ 785.00
16	Test Pump & Operator 0 - 300 HP Motor	1 Man	Per Standard Hour	$ 205.00
17	Test Pump & Operator 301 - 500 HP Motor	1 Man	Per Standard Hour	$ 250.00
18	Engineering Labor	1 Man	Per Standard Hour	$ 10.00
19	Engineering Labor	1 Man	Per OT Hour	$ 15.00
20	Electrician Labor	1 Man	Per Standard Hour	$ 170.00
21	Electrician Labor	1 Man	Per OT Hour	$ 225.00
22	Programmer Labor	1 Man	Per Standard Hour	$ 170.00
23	Programmer Labor	1 Man	Per OT Hour	$ 225.00
24	Machinist Labor	1 Man	Per Standard Hour	$ 105.00
25	Machinist Labor	1 Man	Per OT Hour	$ 145.00
26	Welder Labor	1 Man	Per Standard Hour	$ 105.00
27	Welder Labor	1 Man	Per OT Hour	$ 145.00
28	Fabricator Labor	1 Man	Per Standard Hour	$ 170.00
29	Fabricator Labor	1 Man	Per OT Hour	$ 225.00
30	Pump Mechanic Labor	1 Man	Per Standard Hour	$ 105.00
31	Pump Mechanic Labor	1 Man	Per OT Hour	$ 145.00
32	General Shop Labor	1 Man	Per Standard Hour	$ 90.00
33	General Shop Labor	1 Man	Per OT Hour	$ 130.00
34	General Field Labor	1 Man	Per Standard Hour	$ 120.00
35	General Field Labor	1 Man	Per OT Hour	$ 170.00
36			SUM TOTAL (LINE 1 THRU 35)	$ 11,680.00

Line Item	Item Description	*(A) Material and Sub-contractor (not to exceed) Markup %	**(B) Material and Sub-contractor (for bidding purposes) Unit Cost	(A x B) Material & Sub-contractor Total
37	**Electrical (Including but not limited to) –** Electrical materials, supplies and components (includes motors, motor controls, starters, VFDs, PLCs & SCADA devices, and related electrical hardware)	25%	$10,000	$ 2,500.00
38	**Pumping & Mechanical Equipment (Including but not limited to) –** Pump materials, supplies and components (includes tube & shaft, column pipe, pump discharge heads, bowl and booster pump assemblies, control valves, meters, and related hardware)	30%	$10,000	$ 3,000.00
39	**Sub-Contractors & Support Services (Including but not limited to) –** Electrical, programming, engineering, video logs, hydrological & geological services, lab analysis, site security, waste disposal, spinner & dye tracer studies and other miscellaneous services	25%	$10,000	$ 2,500.00
40			**SUM TOTAL (LINE 37 THRU 39)**	$ 8,000.00

*Column (A) "Material and Sub-contractor (not to exceed) Markup %"- shall be the "not to exceed" percentage used in an agreement/contract (see Exhibit "B" for example agreement template). The awarded contractor shall abide by and verify the not to exceed percentage value costs per item when invoicing or as requested by the City.

**Column (B) "Material and Sub-contractor (for bidding purposes) Unit Cost" - is an example unit value used for bidding purposes. It is not an implied or acknowledged unit value for services or a commitment to pricing for said item descriptions.

LAST MINUTE ADDITIONS/DEDUCTIONS* N/A BID ITEM No.

LAST MINUTE ADDITIONS/DEDUCTIONS* _____ BID ITEM No.

BID SCHEDULE TOTAL (LINE 36 + LINE 40): $ 19,680.00

BID SCHEDULE TOTAL WRITTEN IN WORDS: Nineteen Thousand Six Hundred and Eighty Dollars

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

__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.

GENERAL PUMP COMPANY, INC.

By: _____ Date: 10/13/22

Tom Nanchy, Sr. Project Manager

ACKNOWLEDGMENT OF SURETY

STATE OF CONNECTICUT } ss: Glastonbury

COUNTY OF HARTFORD }

On this 1st day of November , 2022 before me personally appeared Matthew Cocco to me known, who, being by me duly sworn, did depose and say that he/she resides in Southington, CT that he/she is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Matthew Cocco and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Matthew Cocco and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

Erik Partridge

Notary Public Middlesex County

My Commission Expires: 2/28/2025

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ERIK PARTRIDGE** of **GLASTONBURY** , , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of November , 2022 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Los Angeles } s.s.

On 10-19-22 before me, Kelly Moore, Notary Public
(Name of Notary Public, Title)

personally appeared Peter Brooks
(Name of Signer(s))

(Name of Signer, cont.)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

KELLY MOORE
COMM. #2274101
Notary Public - California
Los Angeles County
My Comm. Expires Jan. 28, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor + Material Bond.,

containing 3 pages, and dated ~~11-1-2022~~ 10-19-22

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
(Title(s))
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
(Name(s) of Person(s) or Entity(ies) Signer is Representing)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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GENEPUM-01 MHUNT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	PHONE (A/C, No, Ext): (860) 652-3235	FAX (A/C, No): (860) 652-3236
	E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty And Surety Co America	31194
INSURER B : Travelers Indemnity Company of CT	25682
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : Aspen Specialty Ins Company	10717
INSURER E :	
INSURER F :	

INSURED

General Pump Company, Inc.
159 North Acacia Street
San Dimas, CA 91773

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		P-630-8T716949-TIL-22	8/31/2022	8/31/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		810-8T703898-22-43-G	8/31/2022	8/31/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-8T724403	8/31/2022	8/31/2023	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) N	N/A		UB-8T705197	8/31/2022	8/31/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution liability	X		ERAHL9622	2/25/2022	2/25/2023	Incident Limit	1,000,000
D	Pollution liability			ERAHL9622	2/25/2022	2/25/2023	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Redlands is included as Additional Insured with respects to General Liability, Auito Liability and Pollution Liability, as per policy forms.

CERTIFICATE HOLDER

City of Redlands Risk Management Division
PO Box 3005
Redlands, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christine M. Kennedy

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FIRST AMENDMENT TO NON-PROFESSIONAL SERVICE AGREEMENT

This first amendment ("First Amendment") to the Non-Professional Service Agreement for groundwater well and booster pump services November 1, 2022 (the "Agreement"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and General Pump Company, a California corporation ("Contractor"), is made and entered into this 16th day of April 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to amend the compensation for Contractor's performance of services during the first Extended Term to $750,000 and to amend the term during the first Extended Term to two (2) years.

NOW, THEREFORE, in consideration of the mutual promises contained herein City and Contractor agree as follows:

AGREEMENT

Section 1. The term for Contractor's performance of services, as set forth in Section 4.2 of the Agreement, is hereby amended to extend the project completion time during the first Extended Term and shall 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) years (the "Extended Term"), on the same terms and conditions, by providing written notice to Contractor. The Initial Term and Extended Term are hereby collectively, referred to herein as the "Term" of this Agreement."

Section 2. The compensation for Contractor's performance of services, as set forth in Section 5.1 of the Agreement, is hereby amended to increase the Contractor's maximum compensation during the first Extended Term and shall read as follows:

> 5.1 "The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of seven hundred fifty thousand dollars ($750,000) for the first Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million one hundred twenty-five thousand dollars ($1,125,000.00). For the Initial Term and Extended Term, City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "C", titled "Price and Fee Bid", which is attached hereto and incorporated herein by reference."

Section 2. All other provisions of the Contract 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 the 16th day of April, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

GENERAL PUMP COMPANY

By: _____
Tom Nanchy, Sr. Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **M. 4.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with SCA of CA, LLC for city-wide street sweeping services in the amount not-to-exceed $1,334,479.32 for an initial period of three years, and with two additional one-year renewal options at $444,826.44 for each extension for a possible agreement total amount not-to-exceed $2,224,132.20, and determination that the project is not subject to environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's 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 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve an agreement with SCA of CA, LLC for city-wide street sweeping services in an amount not-to-exceed $1,334,479 for a period of three years, with two additional one-year renewal options for a possible agreement total amount not-to-exceed $2,224,132.20.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with SCA of CA, LLC for city-wide street sweeping services in an amount not-to-exceed $1,334,479 for a period of (3) three years, with (2) two additional one-year renewal options for a possible agreement total amount not-to-exceed $2,224,132.20.

Staff further recommends the City Council determine that the project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department oversees the monthly street sweeping contract. The street sweeping contract includes residential routes which are swept twice a month, a monthly street sweeping program for City owned parking lots, airport, cemetery, landfill, and sweeping of the downtown area four times per week. This service enables the City to remain in compliance with the National Pollutant Discharge Elimination System (NPDES) requirements.

In accordance with the City's purchasing policy, City staff developed a Request for Bid (RFB) for street sweeping services. The RFB was competitively advertised, and the City Clerk conducted a public bid opening on November 22, 2023, opening 3 bids. Staff evaluated the bids for conformance with the purchasing ordinance, and verified the total price as shown in the table below. SCA of CA, LLC was determined to be the lowest responsible and responsive bidder.

VENDOR	BID AMOUNT
SCA of CA, LLC, Seven Hills, Ohio	$444,826.44
CMAX Commercial, Ontario, CA	$565,818.00
Athens Services, City of Industry, CA	$979,541.00

Furthermore, approval of the agreement has been determined to be categorically exempt from environmental review in accordance with Section 15301(c) of the State CEQA guidelines. This section, existing facilities, consists of the operation, repair and maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, involving negligible or no expansion of existing or former use. The approval of this agreement will permit the services for city wide street sweeping.

ALTERNATIVES:

City Council may elect not to award the agreement with SCA of CA, LLC and provide alternative direction to staff.

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:
Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101304

Discussion:

Funding for this service is included in the Streets Division Operating Budget request for FY 2023-24. Street cleaning fees generate approximately $311,000 annually.

Attachments

Bid opening report
SCA of CA, LLC Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **22nd day of November 2023 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for **Street Sweeping Services-FCS10052023JBII**. 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	SCA of CA, Seven Hills OH	Yes	N/A	$444,826.44
2	CMAX Commercial, Ontario CA	Yes	N/A	$565,818.00
3	Athens Services, City of Industry CA	Yes	N/A	$979,541.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Jocelynn Butters

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of street sweeping services ("Agreement") is made and entered in this 16th day of April, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and SCA of CA, LLC, a Delaware limited liability company ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform street sweeping services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Tabitha Crocker, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of 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 Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond which renews annually in the form attached hereto as Exhibit "B," and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the annual 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 One Million Three Hundred Thirty-Four Thousand Four Hundred Seventy Nine dollars and thirty two cents ($1,334,479.32) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance

for the Services shall not exceed the amount of Four Hundred Forty Four Thousand Eight Hundred Twenty Six dollars and Forty Four cents ($444,826.44) for the first Extended Term; and Four Hundred Forty Four Thousand Eight Hundred Twenty Six dollars and forty four cents ($444,826.44) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million Two Hundred Twenty Four Thousand One Hundred Thirty Two dollars and Twenty cents ($2,224,132.20). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk	Brad Becker, Regional Vice President
City of Redlands	SCA of CA, LLC
35 Cajon Street	4141 Rockside Road, Suite #100
P.O. Box 3005 (mailing)	Seven Hills, OH 44131
Redlands, CA 92373	bids@sweepingcorp.com
jdonaldson@cityofredlands.org	216-777-2750
(909) 798-7531	216-777-2766

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

SCA of CA, LLC

By: _____
Brad Becker, Regional Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

1. Furnishing at its own expense all labor, equipment, and materials necessary for the satisfactory performance of the street sweeping.

2. Contractor is required to ensure that all locations are cleaned and/or swept free of all trash, dirt and debris. Locations that are inaccessible to a sweeping machine, must be cleaned out by hand or other means. For example, corners or tight cul-de-sacs should be swept out by hand broom or blower and collected for disposal. After sweeping, curbs and gutter shall be left in a clean condition (free from residue).

3. Locations that cannot be directly cleaned with a sweeping machine (i.e. parked car with debris behind it), the Contractor shall be required to use a blower to clean off the identified infrastructure and then collect and dispose of the debris, or other cleaning methods as approved by the authorized City representative.

4. Contractor is required to immediately notify and report to the authorized City representative the existence of large debris or illegal dumping that cannot be cleaned and disposed of by this contract.

5. Contractor shall make as many passes as are necessary to leave the streets in clean condition.

6. Contractor shall maintain a log that indicates dates, times, streets and miles swept. The log shall be available for the inspection by the Facilities & Community Services Director or his designee.

7. Holidays: Sweeping Services shall be provided on all holidays that the City provides refuse/recycle services.

8. Hours: Sweeping operations shall be conducted during hours that increase the benefit of the program. Residential shall be swept between 7 a.m. and 5 p.m. Commercial and Industrial areas shall be swept between the hours of 6:00 a.m. and 5:00 p.m. and downtown area shall be swept between the hours of 3:00 a.m. and 6:00 a.m.

9. Delays in Sweeping: Regular Sweeping shall not be required in the event of inclement weather.

10. Equipment: Sweeping shall be conducted by Tymco 600 or approved equal.

11. All sweepers utilized in this contract must be alternative fuel vehicles, fueled by compressed natural gas (CNG) or propane and that the City, as part of the contract, can sell CNG fuel to the firm. The City will require that the sweepers be equipped to work with both recyclable and domestic (potable) water, the use of recycled water shall be priority while performing daily operations. The selected Contractor will meet all Federal, State and local regulations, including, but not limited to SCAQMD Rule 1186.1. Contractor shall have and maintain a minimum of three sweepers: Two (2) primary alternative fuel sweepers and one (1) back-up alternative sweeper for use in providing the services to the City.

12. In the event that a sweeper requires repair or replacement, a replacement sweeper will be provided so that the established inventory does not fall below the above stated requirements. The selected vendor shall maintain the sweepers in good, clean, working condition. Any of the primary sweepers needing to be permanently replaced due to age and condition of the vehicles shall be replaced with a new vehicle.

13. Global Positioning System (GPS) Tracking: All primary street sweepers shall have installed a GPS that will enable the City to view via computer internet where the sweepers are at all times. The cost of the entire GPS system will be the responsibility of the selected vendor and the system must be capable of the following;

    a. The system shall be internet based and the selected vendor shall provide to the City a minimum of two (2) accounts to have full access to the site.

    b. The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address, distance traveled, brooms up or down water on or off.

    c. The sweepers' path of travel superimposed on a map.
    d. Generating an email alert whenever sweeper speeds exceed 6 mph or sweeper non-movement for periods in excess of one hour.

    e. Generating daily reports of sweeper activity including the previously required elements.

    f. Maintaining the data for a period of 90-days, after which data will be downloaded to the City for storage.

    g. Two way voice or text messaging communication between the City and the individual sweepers must be available.

    h. GPS system must be up and running within 30 days of signing the agreement.

14. Response to complaints: Contractor shall respond within 24 hours to requests or complaints called in from the Department. Contractor shall investigate any complaints that may concern or involve the performance of the Street Sweeping Services. Contractor shall report to the Facilities & Community Services Director or his designee, on the following working day, as to the action or procedure taken with reference to any complaints.

15. Disposal of Sweeping: Contractor shall utilize the County landfill to dispose of debris and trash or other designated disposal site that accepts debris and trash from a street sweeper; selected Contractor is responsible for disposal fees.

16. Water: Contractor shall obtain a portable water meter from the water department customer service division, and shall obtain and pay separately for all water necessary for street sweeping services. The City of Redlands will not provide water for this contract.

17. Speed Limit of Sweepers: Sweepers shall not operate above 5 miles per hour, especially around curbs and bends, or optimal maximum speed as specified by the manufacturer for optimum sweeping.

18. Record Keeping: Contractor shall provide the following records:

19. Maintain a daily log detailing mileage and cubic yards/tons of materials collected.

20. Submit to the City a monthly report which summarizes curb mileage for residential, commercial and industrial disposal.

21. Provide a report that specifies number and nature of complaints received when they were responded to and how they were resolved.

22. Provide a report that contains lists of trees, vegetation, inoperative motor vehicles, and any other obstructions which impede sweeping.

23. Contractor may, from time to time, be required to attend a quarterly meeting at which monthly reports, complaint logs and other documentation will be reviewed and discussed.

24. Contractor shall utilize alternative fuel street sweepers and comply with all Federal, State and Local regulations pertaining to sweeper equipment operation including, but not limited to, SCAQMD Rules 1186.1. The Contractor shall also provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.

25. Licenses: Contractor shall obtain a current City of Redlands business license before services are rendered.

26. Event of Default/Liquated Damages: Failure of the Contractor to complete the work in accordance with the agreement and specifications will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine. The following are events of default that shall be cause for liquidated damages:

    A. Operation of sweeper without using sufficient water to control dust.

    B. Operation of sweeper exceeding the stated speed limits for operation.

    C. Missing scheduled sweeping days without providing prior notice to the Facilities & Community Services Director or his designee (excluding inclement weather).

27. When observed violating the foregoing on the first occurrence, the Contractor will be notified in writing by the City. Contractor shall respond within five (5) days with a written plan stating how compliance will be corrected. If the Contractor violates the same specifications a second time, within a 30-day period, the City shall have the right to withhold payment of $300.00 from the subsequent invoice following the month the violation occurred or went unresolved.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and SCA OF CA, LLC, (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide street sweeping services (the "Work"), which said agreement, dated April 16, 2024, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, this bond is for the term beginning _____, 2024 and ending _____2025, but may be extended by continuation certificate executed by the Surety, at the option of the Surety. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond. Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

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 Four Hundred Forty Four Thousand Eight Hundred Twenty Six dollars and Forty Four cents ($444,826.44) 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 Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

FEE SCHEDULE

PRICE & FEE BID SHEET BID A – SCHEDULED WORK				
ITEM DESCRIPTION	UNIT OF MEASURE (MILES)	NUMBER OF SWEEPS PER YEAR	UNIT PRICE PER SWEEP	TOTAL PRICE
Downtown area	2082	156	$27.00	$56,214.00
1st & 3rd Monday	1,837	24	$24.50	$45,006.50
1st & 3rd Tuesday	1234	24	$24.50	$30,233.00
1st & 3rd Wednesday	1027	24	$24.50	$25,161.50,
1st & 3rd Thursday	1218	24	$24.50	$29,841.00
1st & 3rd Friday	1272	24	$24.50	$31,164.00
2nd & 4th Monday	1685	24	$24.50	$41,282.50,
2nd & 4th Tuesday	1390	24	$24.50	$34,055.00
2nd & 4th Wednesday	1262	24	$24.50	$30,919.00
2nd & 4th Thursday	1950	24	$24.50	$47,775.00
2nd & 4th Friday	1035	24	$24.50	$25,357.50
			TOTAL BID A	**$397,009.00**

BID B – PARKS & OTHER REQUIRED AREAS					
LOCATION	SERVICE INTERVAL	SQ. FT	# OF SWEEPS PER YEAR	UNIT PRICE PER SWEEP	TOTAL PRICE
Brookside Park	3RD FRIDAY	24,890	12	$74.67	$896.04
City Corp Yard	1ST & 3RD WEDNESDAY	375,558	24	$300.45	$7,210.80
Civic Center Parking Lot (above parking lot)	2ND THURSDAY	14,792	12	$39.94	$479.28
Community Park	3RD FRIDAY	30,707	12	$82.91	$994.92
Crafton Park	3RD FRIDAY	10,531	12	$40.02	$480.24
Down Town Parking Structure (above parking lot)	2ND THURSDAY	34,529	12	$103.59	$1,243.08
Ford Park	4TH THURSDAY	31,533	12	$78.83	$945.96
Hillside Memorial Park	2ND &4TH WEDNESDAY	370,025	24	$296.02	$7,104.48
Joslyn Senior Center	4TH THURSDAY	20,538	12	$61.61	$739.32
Oakmont Park	2ND THURSDAY	8,080	12	$45.25	$543.00
Prospect Park	2ND THURSDAY	28,422	12	$68.21	$818.52
Redlands Airport Parking	4TH THURSDAY	13,600	12	$39.44	$473.28
Airport interior	1st TUESDAY	1,315,862	12	$921.10	$11,053.20
Sports Park	1ST FRIDAY	219,500	12	$153.65	$1,843.80
Sylvan Park	3RD FRIDAY	24,243	12	$67.88	$814.56
The Door Fellowship Church	EVERY FRIDAY	23,109	48	$67.02	$3,216.96
				TOTAL BID B	**$38,857.44**

BID C – EXTRA WORK AS NEEDED

ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE	TOTAL PRICE
EXTRA WORK (ex: storm clean up, construction clean up).	Hour	40	$125.00	$5,000.00
TOTAL EXTRA WORK PRICE (C)				**$5,000.00**

BID D – EXTRA WORK AS NEEDED

A. ITEM NO.	**B.** ITEM DESCRIPTION	**C.** UNIT	**D.** EST. ANNUAL QTY	**E.** UNIT PRICE	**F.** TOTAL PRICE
D1	Street Sweeper and Street Sweeper Operator Rental	Mile	120	$33.00	$3,960.00
TOTAL EXTRA WORK PRICE (D)					**$3,960.00**

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.

SCA OF CA, LLC

By:_____ Date: _____

Brad Becker, Regional Vice President

City Council Meeting **M. 5.**

DATE: 04/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the termination of the Homekey Grant agreement between the City of Redlands, Shangri-La Industries, 1675 Industrial Park, LP, and Step Up on Second Street, Inc. funding the operating subsidy for the motel conversation project located at 1675 Industrial Park Avenue, authorize the City Manager to sign and submit a Notice of Termination, and for City to Directly Fund Step Up Redlands Facility With Grant Funding (Assistant City Manager Boatman)

MOTION(S):

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

I move to terminate the Homekey Grant Agreement between the City of Redlands, Shangri-La Industries, 1675 Industrial Park, LP, and Step Up on Second Street, Inc., to authorize the City Manager to sign and submit a Notice of Termination, and to authorize the City Manager to use Grant Funding as appropriate for the Step Up Redlands Facility.

RECOMMENDATION:

Staff recommends that the City Council terminate the Homekey Grant Agreement between the City of Redlands, Shangri-La Industries, 1675 Industrial Park, LP, and Step Up on Second Street, Inc., authorize the City Manager to sign and submit a Notice of Termination, and to authorize the City Manager to use Grant Funding as appropriate for the Step Up Redlands Facility.

DISCUSSION:

In order to address the housing needs of individuals and families who are homeless or at risk of homelessness in the City, the City jointly applied with Shangri-La, Industries, LLC (“Shangri-La Industries”) and Step Up on Second Street, Inc. (“Step Up”) for grant funding under the Homekey Program – Round 2 (“Homekey Program”) administered by the California Department of Housing and Community Development (“HCD”). On March 14, 2022, HCD awarded the City, along with its partners Shangri-La Industries and Step Up grant funding in the amount of $29,020,000. This grant award funded the acquisition of a motel located at 1675 Industrial Park Avenue, the rehabilitation of the facility, and ultimately the conversion of 98 motel rooms into permanent supportive housing (“Project”). The Project, more commonly referred to as "Step Up Redlands," also provides supportive services to the residents of the facility, most of whom were formerly homeless.

After receiving City Council approval, on May 24, 2022, the City, Shangri-La, and Step Up (together, the “HCD Grantees”) on the one hand, and HCD on the other hand entered into a grant agreement (“HCD Agreement”). The HCD Agreement required the City to, as a “matching contribution,” commit $3,573,485 in Project funding. It was anticipated that this operating subsidy, together with HCD’s award of grant money and other funding sources secured by Shangri-La, would fund the conversion and operations of Step Up Redlands for at least five years.

The City Council also approved a grant agreement between the City, Shangri-La Industries, 1675 Industrial Park, L.P. (“1675 Industrial”), and Step Up on July 19, 2022 (“Grant Agreement’). The purpose of this Grant Agreement was to establish the terms and conditions of the City’s disbursement of the operating subsidy, as well as Shangri-La Industries, Step Up, and 1675 Industrial’s obligations to the Project and the City. Pursuant to the Grant Agreement, and on the condition that Shangri-La Industries was not in default, the City agreed to disburse $3,573,485 to Shangri-La Industries, in seven annual payments of $510,497.

Pursuant to the HCD Agreement, grant funds were distributed by HCD directly to Shangri-La Industries in the summer of 2022. The Step Up Redlands facility was operational and occupied by February of 2023.

Subsequently, the City discovered that Shangri-La Industries had defaulted on its obligations under the Grant Agreement. On November 15, 2023, the City sent a Notice of Default letter to Shangri-La Industries, Step Up, and 1675 Industrial identifying at least seven different contractual defaults and demanding that these defaults be promptly cured. Among other things, it had become apparent that Shangri-La Industries had improperly incurred debt, failed to

record the Project affordability covenant in first position on title, granted third party lenders security interests in the property without the consent of the City (or HCD), had failed to pay loans and tax assessments and did not inform the City of its various defaults, and was engaged in litigation without informing the City of such litigation. Shortly after, HCD filed a lawsuit against Shangri-La Industries for fraud, breach of the HCD Agreement, and breach of additional agreements involving other Homekey Program projects in California. As the City continues to investigate this matter, it has become further apparent that Shangri-La Industries or key individuals at Shangri-La Industries may have acted improperly, Shangri-La Industries appears to be in poor financial condition, and Shangri-La Industries may file bankruptcy.

Despite demanding cure, Shangri-La Industries has not responded to the City's demand nor has it made sufficient attempts to cure its various defaults of the Grant Agreement. Since Shangri-La Industries failed to timely cure, the City is within its rights to terminate the Grant Agreement. Unless the grant is revoked and the Grant Agreement is terminated, the City will be forced to pay $510,497 to Shangri-La Industries this year. To ensure that the City-funded operating subsidy continues to be used to support the Project and also to guard against any misappropriation—Staff recommends that the City Council terminate the Grant Agreement.

The Grant Agreement is separate from the HCD Agreement. The City's termination of the Grant Agreement does not alter or run afoul of the City's obligations to the HCD under the HCD Agreement. The City will continue to disburse funds on an annual basis, according to the terms and conditions of the HCD Agreement, until the full balance of the operating subsidy is expended.

The City remains committed to the success of the Project and its commitments under the HCD Agreement. Termination of the Grant Agreement will guard against misappropriation and will allow the City to control how and to whom its operational subsidy is paid. The City will work directly with Step Up and Mitch Vanneman, the currently-appointed Receiver, to ensure that the City-funded operating subsidy funds the ongoing operations of Step Up Redlands. Under the Grant Agreement, the City has made two annual payments of $510,497. Thus, the City has expended a total of $1,020,994 from the operating subsidy.

Notwithstanding these challenges, Step Up Redlands remains fully occupied and Step Up continues to provide support services to the residents of the facility. Approximately 130 residents currently live at the facility, and the resident retention rate is approximately 98%. City Staff visit the site daily to monitor the facility and to ensure that residents receive adequate support. The City and HCD are actively working together to find a permanent solution that would allow for the continued operation of Step Up Redlands

ALTERNATIVES:
The City Council may choose not to terminate the agreement.

STRATEGIC PLAN:
N/A

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

Fiscal Impact

Discussion:
There is no fiscal impact related to the City Council terminating the agreement. The current operating subsidy will be included in future budget requests and will continue to be expended on projected operations, consistent with the Project Homkey Agreement.

Attachments

A. Homekey Grant Agreement

B. Notice of Termination and Re-Affirmation of Funding

CITY OF REDLANDS HOMEKEY GRANT AGREEMENT

This Homekey Grant Agreement (the "Agreement") is dated as of July 19, 2022 (the "Effective Date"), and is between the City of Redlands, a political subdivision of the State of California (the "City"), Step Up on Second Street, Inc., a California nonprofit public benefit corporation ("Step Up"), 1675 Industrial Park, LP, a Delaware limited partnership ("Owner"), and Shangri-La Industries, LLC, a Delaware limited liability company, and permitted successors and assigns (collectively "Grantee"). City, Step Up, Owner and Grantee are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the State of California implemented a statewide initiative known as "Project Homekey" with the intention to secure thousands of motel/hotel rooms to provide non-congregate shelter for extremely vulnerable individuals experiencing homelessness to help keep susceptible, homeless persons safe from the COVID-19 virus, flatten the curve, and preserve hospital capacity; and

WHEREAS, the State of California Department of Housing and Community Development issued a Notice of Funding Availability ("NOFA") for the Homekey 2.0 2021 Program (NOFA); and

WHEREAS, City has determined that the development of an affordable permanent motel/hotel housing site for Project Homekey could be accomplished most effectively and economically if undertaken by an experienced developer under an agreement with City; and

WHEREAS, Owner has identified, and is in escrow to acquire, the Good Nite Inn, located at 1675 Industrial Park Avenue as more particularly described in Exhibit A (the "Property"), as the most desirable motel within the City for the interim to permanent housing conversion contemplated by Project Homekey; and

WHEREAS, the Parties have prepared this Agreement to comply with the NOFA's requirements to demonstrate how the development team is connected and how the development team will work together.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

A. The City, Step Up, and the Grantee jointly applied and were awarded Homekey 2.0 2021 Funds from HCD which shall be disbursed pursuant to the terms of Standard Agreement, Award: 21-HK-17166 by and among HCD, the City and the Grantee, which shall govern the expenditure of the Homekey Funds (the "Standard Agreement").

B. The Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability ("NOFA") for the Homekey Program, Round 2 on September 9, 2021. The NOFA incorporates by reference the Multifamily Housing Program (MHP), as well as the MHP Final Guidelines ("MHP Guidelines"), dated June 19, 2019, both as amended and in

effect from time to time. In addition, the NOFA states that Homekey grant funds are derived primarily from Coronavirus Relief Fund ("CRF") money received from the U.S. Department of the Treasury. The CRF was established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No. 116-136).

C. The Grantee and Owner intend to convert the Property to provide ninety-eight (98) permanent supportive housing units and one (1) unrestricted manager's unit for individuals who are experiencing homelessness, are chronically homeless, or who are at risk of homelessness ("Target Population") on the Property in order to provide increased affordable housing (the "Improvements"). The Improvements and the Property are referred to as the "Development."

D. The City desires to make a revocable grant to Grantee in an amount not to exceed $3,573,485.00 of City funds ("City Funds") to fund a City Operating Subsidy (the "Grant").

E. Pursuant the terms of the Standard Agreement, the City is required to cause a 55-year use restriction to be recorded against the Property in first lien priority (the "Use Restriction") to secure performance under the Standard Agreement.

F. The Grant is being made to finance an operating subsidy reserve for the Development to ensure the affordability of the units for the Homekey Term in order to help achieve financial feasibility for the Development. The Development will increase the supply of affordable rental housing in the City of Redlands. Due to the assistance provided to Grantee pursuant to this Agreement and the Standard Agreement, the City has classified ninety-eight (98) units as City-assisted units (each such unit a "City-Assisted Unit").

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Affiliate" means an entity that is controlling or controlled by Grantee. For the purposes of this definition "Control" means (1) direct or indirect management or control of the managing member or members in the case of a limited liability company; (2) direct or indirect management or control of a general partner or general partners in the case of a partnership; and (3) direct or indirect control of a majority of the directors in the case of a corporation.

(b) "Agreement" means this Homekey City Grant Agreement, as such may be amended from time to time.

(c) "Shangri-La" means Shangri-La Industries LLC, a Delaware limited partnership.

(d) "Approved Financing" means all of the loans, grants and equity obtained by Grantee for the purpose of financing the Development, which include the following, estimated as of the Effective Date:

1) An equity contribution from the Grantee of not less than Nine Hundred Four Thousand Eight Hundred Dollars ($904,800)
2) A loan of approximately Ten Million Two Hundred Seventy Thousand Six Hundred Twenty Dollars ($10,270,620) (the "Construction Loan")
3) A grant of approximately Twenty Four Million One Hundred Forty-Two Thousand Dollars ($24,142,000) of Homekey program funding from HCD (the "Homekey Acquisition Funds") or such other amount approved by HCD; and
4) A grant of approximately Four Million Eight Hundred Seventy-Eight Thousand Dollars ($4,878,000) of Homekey program funding from HCD (the "Homekey Operating Funds") or such other amount approved by HCD; and
5) A conditional occupancy grant of approximately Nine Hundred Eighty Thousand Dollars ($980,000) of Homekey program funding from HCD (the "Expedited Occupancy Conditional Bonus Operating Fund Award") contingent upon achieving full occupancy (with consideration for an average of 10% vacancy) within eight (8) months of the date of award pursuant to the terms of the NOFA and Standard Agreement

(e) "Approved Financing Plan" means the Financing Plan approved by the City as of the date of this Agreement, as the same may be amended pursuant to Section 3.5. The Approved Financing Plan shall be updated at the Close of Escrow without need for amendment of this Agreement.

(f) "Certificate of Completion" means the final Certificate of Completion issued by the City of Redlands, or comparable City sign-off on the completion of conversion of the Development.

(g) "City" means the City of Redlands, a political subdivision of California.

(h) "Completion Date" means the date that a temporary or final Certificate of Completion, or equivalent document is issued by the City to certify completion of the rehabilitation and conversion of the Development.

(i) "City-Assisted Units" has the meaning set forth in Recital F.

(j) "City" has the meaning set forth in the first paragraph of this Agreement.

(k) "City Executive Officer" means the City's City Manager, or an authorized designee.

(l) "Development" has the meaning set forth in Paragraph C of the Recitals.

(m) "Escrow" means the escrow account established by the Grantee for the closing of Development financing with Ticor Title Company of California in its Los Angeles office, located at 660 S. Figueroa Street, #1888, Los Angeles, CA 90017 or another escrow company satisfactory to the City.

(n) "Event of Default" has the meaning set forth in Section 6.1.

(o) "Grant" has the meaning set forth in Paragraph D of the Recitals.

(p) "Grant Documents" means this Agreement, and the Use Restriction.

(q) "Grantee" has the meaning set forth in the first paragraph of this Agreement.

(r) "Hazardous Materials" has the meaning set forth in Section 4.5(a).

(s) "Hazardous Materials Claims" has the meaning set forth in Section 4.5(b).

(t) "Hazardous Materials Law" has the meaning set forth in Section 4.5(b).

(u) "Homekey Program" has the meaning set forth in Paragraph B of the Recitals.

(v) "Homekey Funds" means the Homekey Acquisition Funds provided by HCD under the Standard Agreement.

(w) "Homekey Term" means the period beginning on the date of this Agreement and ending on the tenth (10^{th}) anniversary of the Completion Date.

(x) "Homekey Regulations" has the meaning set forth in Paragraph B of the Recitals.

(y) "Improvements" has the meaning set forth in Paragraph C of the Recitals.

(z) "Notice of Completion" means the Notice of Completion executed by Grantee in the form specified in California Civil Code Section 3093.

(aa) "Owner" means 1675 Industrial Park, LP, a Delaware limited partnership.

(bb) "Permitted Transfer" has the meaning set forth in Section 4.11 (c).

(cc) "Property" has the meaning set forth in Exhibit A of this Agreement.

(dd) "Use Restriction" means the Regulatory Agreement and Declaration of Restrictive Covenants between the City and Grantee as described in the Standard Agreement related to the Grant and the Homekey Funds, to be recorded against the Grantee's fee interest in the Property.

(ee) "Schedule of Performance" means the schedule for performance of various tasks and obligations under this Agreement that is attached as Exhibit B, as such may be modified pursuant to Section 3.1."Services Budget" has the meaning set forth in Section 3.6.

(ff) "Services Plan" has the meaning set forth in Section 3.6.

(gg) "Program Participant" means a person or household that occupies a Unit in the Development meeting the Target Population.

(hh) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fourteenth (14th) anniversary of the Completion Date.

(ii) "Transfer" has the meaning set forth in Section 4.11.

(jj) "Unit" means one (1) of the approximately ninety-eight (98) affordable housing units to be constructed at the Development, including one (1) unrestricted manager's unit.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Schedule of Performance

ARTICLE 2.
GRANT PROVISIONS

Section 2.1 Grant.

Subject to the satisfaction of the conditions set forth in this Article, the City shall provide to Grantee the Grant, which the Grantee may use solely to fund the operating subsidy for the ninety-eight (98) City-Assisted Units at the Development for the Homekey Term, consistent with the terms of the Use Restriction and the Standard Agreement. Except as set forth in Section 2.4, Grantee has no obligation to repay the Grant.

Section 2.2 Security.

(a) Owner and Grantee shall also cause or permit the Use Restriction to be recorded against the fee interest in the Property, in first lien position. The Use Restriction shall not be subordinated.

Section 2.3 Forgiveness of Revocable Grant.

(a) Provided that no Default exists under this Agreement or the Use Restriction, without further action of the parties, the Grant shall be forgiven by Five Hundred Thousand Dollars

($500,000) for each year of the Homekey Term commencing on the first anniversary of the Effective Date.

Section 2.4 Revocation of Grant Upon Default.

Notwithstanding any provision herein to the contrary, and in addition to any other rights and remedies available to the City set forth in Article 6, upon a Default by Grantee or Owner, the City may revoke the outstanding balance of the Grant, and declare the outstanding balance of the Grant (other than any portion of the Grant that has been previously forgiven by the City as set forth in Section 2.3 above) to be immediately due and payable, subject to the non-recourse provisions set forth in Section 2.5.

Section 2.5 Non-Recourse.

Neither Grantee or Owner, nor any member of Grantee (that is not a Guarantor) or any partner of the Owner (that is not a Guarantor), shall have any direct or indirect personal liability for payment of the principal of, and interest on, the Grant.

Section 2.6 Conditions Precedent to Disbursement of Grant Funds.

(a) A special "Capitalized Operating Subsidy Reserve" shall be created and maintained as a segregated interest-bearing account held by the Grantee or Owner for the Homekey Term of this Agreement, subject to subsections (c) and (d) below. The Capitalized Operating Subsidy Reserve shall be capitalized in the amount of the City Grant. Any interest earned on funds in the Capitalized Operating Subsidy Reserve shall be added to and become part of the Capitalized Operating Subsidy Reserve.

(b) The Capitalized Operating Subsidy Reserve shall be used to pay monthly operating costs for City-Assisted Units occupied by income qualifying households from the Target Population, during the Term, and is expected to be drawn down completely within seven (7) years of the Term.

(c) The City shall disburse the City Grant in seven annual installments of $510,497. The initial payment shall be made by or before September 1, 2022, and subsequent payments shall be made annually by or before the anniversary of the effective date thereafter. The City shall have no obligation to make any disbursements or to take any other action under the Grant Documents unless the following conditions precedent are satisfied prior to each such disbursement of the Grant funds. There exists no Event of Default or any other financing agreements or contracts between the City and Grantee, Owner or their affiliates relating to the Development;

(1) Grantee has delivered to the City a copy of Grantee's organizational documents, including an Operating Agreement, and a corporate authorizing resolution authorizing Grantee's execution of this Agreement and the transactions contemplated by this Agreement;

(2) Owner has delivered to the City a copy of Owner's organizational documents, including a limited partnership agreement, and a corporate authorizing resolution authorizing Owner's execution of this Agreement and the transactions contemplated by this Agreement;

(3) Step Up has delivered to the City a copy of Step Up's organizational documents, and a corporate authorizing resolution authorizing Step Up's execution of this Agreement and the transactions contemplated by this Agreement;

(4) Grantee or Owner have closed, or are closing, on the Construction Loan and has provided the Grantee Equity into escrow;

(5) Grantee, Step Up and Owner have furnished the City with evidence of the insurance coverage meeting the requirements of Section 4.12 below;

(6) The City has received from Grantee and approved a form of program participation agreement;

(7) The City and the Grantee and Owner have agreed on a Participant Selection Plan;

(8) The City has received, from Grantee, Step Up and Owner, and approved a copy of the Services Plan for the provision of service to residents;

(9) Grantee or Owner have submitted a certification from the architect or a City approved Certified Access Specialist certifying that the Development will be rehabilitated in compliance with the accessibility requirements set forth in the Standard Agreement or has provided the City with other evidence that the Development, as built, complies with the accessibility requirements set forth in the Standard Agreement;

(10) The City has received from Grantee or Owner a copy of the Management Plan, and a management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager, in compliance with the terms of the Use Restriction;

(11) There exists no material adverse change in the financial condition of Grantee from that shown by the financial statements and other data and information furnished by Grantee to the City prior to the date of this Agreement;

(d) The Capitalized Operating Subsidy Reserve is intended to assure the affordability of the City-Assisted Units at the Development and shall not be transferable and must remain with the Development for the Term of this Agreement. During the Term of this Agreement, the Grantee and Owner shall be required to either: (1) allow the Capitalized Operating Subsidy Reserve to remain with the Development upon transfer; or (2) repay to the City any amounts remaining in the Capitalized Operating Subsidy Reserve as of the date of a transfer.

(e) Notwithstanding any other provisions of this Agreement, the City shall have no further obligation to disburse any portion of the Grant to Grantee or Owner under this

Agreement following: (i) termination of this Agreement; (ii) notification by the City to the Grantee of an Event of Default (excluding any Event of Default of the City) under terms of this Agreement until such time as the Event of Default has been cured.

ARTICLE 3.
GRANTEE OBLIGATIONS

Section 3.1 Schedule of Performance.

Subject to this Agreement, the Grantee shall perform the tasks described in the Schedule of Performance no later than the dates set forth in the Schedule of Performance, which shall at all times be in substantial conformance with the terms and conditions of the Standard Agreement. The Schedule of Performance may be modified in writing by Grantee and the City Executive Officer on behalf of the City without the need for formal amendment of this Agreement or further approval by the City Council .

Section 3.2 Conversion and Rehabilitation.

(a) Grantee shall be solely responsible to obtain all permits and approvals for the rehabilitation and operation of the Development. Grantee shall convert the Development to permanent housing and shall cause the commencement and completion of conversion of the Development to permanent housing no later than the dates set forth in the Standard Agreement.

(b) Grantee shall make Development available for occupancy as permanent housing in accordance with the terms of the Use Restriction. Grant funds provided to the Grantee may only be used to fund operating subsidies for Units that are occupied by eligible households.

Section 3.3 Prevailing Wages; Accessibility.

(a) Prevailing Wages. The funding of an operating subsidy is not a public work under the meaning set forth in Labor Code Section 1720. Nonetheless, if and to the extent required by law, in the rehabilitation of the Development, Grantee and Owner shall and shall cause all contractors and subcontractors to pay prevailing wages in performing any construction activities as may be required under federal Davis-Bacon Act (40 USC 3141-3148) and the labor compliance provisions to be provided by the City (if applicable), and pursuant to Labor Code Sections 1720 et seq. (the "Prevailing Wage Requirements"), and the implementing regulations of the Department of Industrial Relations (the "DIR"), to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., 1810-1815, and implementing regulations of the DIR.

(b) Grantee and Owners shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City and its City Council, officers and employees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Grantee, its contractors and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148), to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations

of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the development activities or any other work undertaken or in connection with the Property. The requirements in this subsection survive the termination of this Agreement.

(c) Accessibility Requirements. The Development will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

Section 3.4 Inspections.

(a) The Grantee and Owner shall permit and facilitate, observation and inspection of the Development by the City and by public authorities during reasonable business hours upon forty-eight (48) hours' written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the City to enter an occupied unit in the Development without notice to the program participant thereof, which the Grantee and/or Owner shall deliver on behalf of the City, and permission from such program participant to the extent such permission is required by law. Such inspections do not relieve the Grantee, or its contractors, from any applicable requirement to obtain other City or City inspections in connection with the conversion of the Improvements.

(b) After the completion of an inspection the City shall deliver a copy of the inspection report to the Grantee. If the City determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Grantee shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 3.5 Approved Financing Plan.

As of the date of this Agreement, the City has approved the Approved Financing Plan. Grantee shall submit any proposed or required amendments to the Approved Financing Plan, along with evidence that the changes to the Approved Financing Plan are reasonable and necessary, to the City for approval within fifteen (15) days of the date Grantee receives information indicating that actual costs of the Development materially vary or will vary from the costs shown on the Approved Financing Plan, which approval shall not be unreasonably withheld or delayed. The City will respond in writing within seven (7) days after receipt of a proposed amendment to the Approved Financing Plan.

(a) Step Up will be providing on-site services to all program participants in the Development which are required under the Homekey Program (the "Social Services"). By the time specified in the Schedule, Step Up shall submit to the City for approval a proposed services plan which shall include written guidelines or procedures for providing the Social Services (the "Services Plan"), and a proposed budget for the provision of Social Services (the "Services Budget").

(b) The Services Plan shall include the types of Social Services provided, staffing levels, and overall coordination of the Social Services.

(c) Upon receipt of the proposed Services Plan and Services Budget, the City shall promptly review the proposed Services Plan and Services Budget and shall approve or disapprove them within fifteen (15) days after submission. If either the Services Plan or Services Budget is not approved, Step Up shall submit a revised Services Plan and/or Services Budget within fifteen (15) days following Step Up's receipt of the City's written disapproval. If the City does not approve the revised Services Plan and/or Services Budget because the Step Up fails to make specific revisions requested by the City, Step Up, the Grantee and Owner shall be in default hereunder. If the City does not approve or disapprove updates to Resident Services Plan or Resident Services Budget within the timeframe specified herein, then the Resident Services Plan or Resident Services Budget, as applicable, from the prior year shall remain in effect.

ARTICLE 4.
GRANT REQUIREMENTS

Section 4.1 Annual Operating Budget.

At the beginning of each year of the Term, Grantee or Owner shall provide to the City an annual budget for the operation of the Development.

Section 4.2 Information.

Grantee, Step Up, and Owner shall provide any information related to the Development reasonably requested by the City in connection with the Development, including (but not limited to) any information required by HCD in connection with the Standard Agreement, and any information required by the City in connection with the Grantee's use of the Grant funds.

Section 4.3 Records.

(a) Grantee, Step Up, and Owner shall keep and maintain at the Development, or at the corporate offices of the Grantee or the Owner's general partner, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development. Books, records and accounts relating to Grantee's compliance with the terms, provisions, covenants and conditions of this Agreement. All applicable financial documents are to be kept and maintained in accordance with generally accepted accounting principles consistently applied. All such books, records, and accounts shall at reasonable times be open to and available for inspection and copying by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours and forty-eight hours' prior written notice to Grantee and Owner. Grantee, Step Up and Owner shall preserve such records for a period of not less than five (5) years after the expiration of the Standard Agreement. Copies of all tax returns and other reports that Grantee or Owner may be required to furnish to any governmental agency are to be open for inspection by the City at all reasonable times at the place that the books, records and accounts of Grantee, Step Up or Owner are kept. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Grant is pending at the end of the record retention period stated herein, then Grantee, Step Up and Owner shall retain the

records until such action and all related issues are resolved. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken under the Standard Agreement;

(2) Records providing a full description of the activities undertaken with the use of the Grant funds;

(3) Records documenting compliance with the Participant Selection Plan and all applicable fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Records demonstrating compliance with Use Restriction;

(5) Records demonstrating compliance with all applicable accessibility requirements;

(6) Records demonstrating compliance with any applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and

(7) Records demonstrating compliance with any applicable labor requirements (including certified payrolls from Grantee or Owner's general contractor evidencing that applicable prevailing wages have been paid if it has been deemed a prevailing wage is required to be paid.

(b) The City shall notify Grantee or Owner of any records it deems insufficient. Grantee has thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.4 City Grant Requirements.

(a) Grantee, Step Up and Owner shall, at all times during the Term hereof, comply with all applicable laws and regulations governing the use of the Homekey Funds under the Standard Agreement. Grantee shall also comply with the laws and regulations governing the use of the Grant funds including (but not limited to) the following:

(1) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Construction Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086,

11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608, Executive Order 13672 concerning Gender Identity.

(2) Relocation. The parties agree and acknowledge that the project contemplated under this Agreement is not expected to result in any displacement. From and after the Closing, if and to the extent the rehabilitation of Development results in the permanent or temporary displacement of residential tenants, program participants, homeowners, or businesses, then the Grantee shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Grantee and Owner shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Grantee and Owner shall defend (with counsel reasonably selected by the City) the City, its governing board members, officers, representatives, agents, assigns and employees against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Grantee or the City) to satisfy relocation obligations related to the rehabilitation of the Development. This obligation to indemnify shall survive termination of this Agreement.

(3) Homekey Regulations. Any other HCD regulations present or as may be amended, added, or waived in the future pertaining to the Homekey Funds.

Section 4.5 Hazardous Materials.

(a) Grantee and Owner shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Grantee and Owner may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in rehabilitation of projects like the Development or kept and used in and about residential property of this type.

(b) Grantee or Owner shall immediately advise the City in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Grantee or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous

Materials, ("Hazardous Materials Law"); (2) all claims made or threatened by any third party against Grantee, Owner or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are hereinafter referred to as "Hazardous Materials Claims"); and (3) Grantee's or Owner's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Grantee or Owner. Grantee and Owner shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans and (3) all reasonable costs and expenses incurred by the City in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (A) losses attributable to diminution in the value of the Property; (B) loss or restriction of use of rentable space on the Property; (C) adverse effect on the marketing of any rental space on the Property; and (D) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement.

(d) Without the City's prior written consent, which will not be unreasonably withheld, neither Grantee or Owner may take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims.

Section 4.6 Maintenance and Damage.

(a) During the Term, Grantee or Owner shall maintain the Development in good repair and in a neat, clean and orderly condition, consistent with quality affordable housing developments owned or operated by Shangri-La or Shangri-La affiliates and in compliance with the City approved Management Plan. If there arises a condition in contravention of this requirement, and if Grantee or Owner have not cured such condition within thirty (30) days after receiving written notice from the City of such a condition, if Grantee or Owner are incapable of curing a default within such thirty (30) day period, the City will give the Grantee or Owner ninety

(90) days to cure such default provided Grantee or Owner has commenced to cure within such thirty (30) day period and is diligently proceeding to cure such default through the end of such period, then in addition to any other rights available to the City, the City may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of Senior Lenders, and if economically feasible in the City's judgment after consultation with Grantee and Owner, if any improvement now or in the future on the Property is damaged or destroyed, then Grantee or Owner shall, at its cost and expense, diligently undertake to repair or restore such improvement. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the City in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be completed within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Grantee or Owner shall make up the deficiency. If Grantee or Owner do not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Grantee or Owner to the City as a special repayment of the Grant, subject to the rights of the Senior Lenders, as applicable.

Section 4.7 Fees and Taxes.

(a) Grantee and Owner are solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles.

(b) City acknowledges that the Grantee or Owner intend to apply to the State Board of Equalization for a welfare exemption from property taxes under California Revenue and Taxation Code Section 214 for the Development.

Section 4.8 Notice of Litigation.

Grantee, Step Up, and Owner shall promptly notify the City in writing of any litigation related to the Development, and any litigation related to the Grantee, Step Up, or Owner for which the amount claimed or at issue is in excess of Fifty Thousand Dollars ($50,000), and of any claims or disputes that involve a material risk of such litigation. The conditions and obligations set forth in this Section shall apply for the entire Term of this Agreement.

Section 4.9 Operation of Development as Affordable Housing.

(a) Grantee and Owner shall operate the Development as an affordable housing development consistent with: (1) HCD's requirements for use of the Homekey Funds and the terms and conditions set forth in the Standard Agreement; (2) the Use Restriction; and (3) any other regulatory requirements imposed on Grantee including but not limited to regulatory agreements associated with the City Grant.

(b) Before leasing any City-Assisted Unit in the Development, Grantee or Owner shall submit proposed form of program participation agreement for the City's review and approval. Any program participation agreement for any unit in the Development or refusal to renew must be preceded by not less than sixty (60) days written notice to the Program Participant by Grantee specifying the grounds for the action.

(c) Before letting any City-Assisted Unit in the Development, Grantee, Owner, Step Up, and the City shall agree upon a written program participant selection plan for the Development (the "Participant Selection Plan").

(d) Grantee and Owner shall evaluate the income eligibility of each Program Participant in Units pursuant to the City's approved eligibility certification procedures within sixty (60) days before the household's expected occupancy of one of the Units. For all City-Assisted Units, Grantee or Owner shall certify or cause the property manager to certify each Program Participant's continued program eligibility an annual basis.

(e) Grantee or Owner shall maintain all documents setting forth the program eligibility, as applicable, household income of each household occupying a Unit, and the total amount for contribution, utilities, and related services charged to each household occupying the Development, as prescribed by the Use Restriction and all other recorded regulatory restrictions.

Section 4.10 Nondiscrimination.

(a) Grantee, Step Up, and Owner herein covenant by and for themselves, their heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of program participants, tenants, lessees, subtenants, sublessees or vendees in the Property. Grantee shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Notwithstanding the above, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b). The foregoing covenant will run with the land.

Section 4.11 Transfer.

(a) Definition. For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a fee interest, a security

interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Grantee retains title. The term "Transfer" excludes the leasing of a Unit in the Development to an occupant in compliance with the Use Restriction. The City Executive Officer is authorized to execute assignment and assumption agreements on behalf of the City to implement any approved Transfer.

(b) Prohibition. Except as expressly permitted in this Agreement, the Grantee represents and agrees that the Grantee shall not make or create, or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City.

(1) The limitations on Transfers set forth in this Section shall apply throughout the Term.

(2) Any Transfer made in contravention of this Section shall be void and shall be deemed to be a default under this Agreement whether or not the Grantee knew of or participated in such Transfer.

(c) Permitted Transfers. Notwithstanding the foregoing, the following are permitted Transfers shall be permitted and are hereby approved by the City (each a "Permitted Transfer"):

(1) Any Transfer creating a Security Financing Interest either: (A) permitted pursuant to the Approved Financing Plan; or (B) created as a result of a loan made to developer that replaces any existing Senior Lender.

(2) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest or as otherwise permitted under this Agreement.

(3) Except as set forth in subsection (c) above, during the Term, Grantee will not refinance, re-syndicate, take out a line of credit or otherwise further encumber the property or restructure the debt constituting the Approved Financing without prior notification to the City.

Section 4.12 Insurance Requirements.

(a) Grantee, Step Up and Owner shall maintain the following insurance coverage throughout the Term of the Grant written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII". If the Grantee, Step Up or Owner uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Grantee, Step Up, and Owner agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is

determined by the scope of the contract services and the requirements set forth in the Standard Agreement.

(b) Without in anyway affecting the indemnity herein provided and in addition thereto, the Grantee, Step Up, and Owner shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability.

(A) Workers' Compensation A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $1,000,000 limits covering all persons including volunteers providing services on behalf of the Grantee and all risks to such persons under this Agreement. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California, the Department of Housing and Community Development and the City will be attached to the certificate – per the Standard Agreement and the NOFA.

(B) If Grantee, Step Up, or Owner have no employees, each may certify or warrant to the City, that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the City's Director of Risk Management.

(C) With respect to borrowers that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial General Liability. General Liability Insurance covering all operations performed by or on behalf of Grantee, Step Up, and Owner providing coverage for bodily injury and property damage with a combined single limit of not less than One Million Dollars ($1,000,000), per occurrence and Two Million Dollars ($2,000,000) aggregate for bodily injury and property damage liability. The policy coverage must include:

(A) Premises operations and mobile equipment.

(B) Products and completed operations.

(C) Broad form property damage (including completed operations).

(D) Explosion, collapse, and underground hazards.

(E) Personal injury.

(F) Contractual liability.

(G) Name the State of California, the Department of Housing and Community Development and the City, as well as the respective appointees, officers, agents,

and employees of each, as additional insured, but only with respect to work performed under the contract – per the Standard Agreement and the NOFA.

(3) Commercial Automobile Liability.

(A) Primary insurance coverage must be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol I (any auto). The policy will also name the State of California, the Department of Housing and Community Development, and the City, as well as the respective appointees, officers, agents, and employees of each, as additional insureds, but only with respect to work performed under the contract – per the Standard Agreement and the NOFA.

(B) The policy must have a combined single limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage, per occurrence.

(C) If the Grantee, Step Up or Owner is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy must have a combined single limit of Two Million Dollars ($2,000,000) for bodily injury and property damage per occurrence.

(D) If the Grantee, Step Up, or Owner own no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Builder's Risk/Installation Floater

(A) Builders Risk/Installation Floater insurance to cover the labor, materials, and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, excluding earthquake and flood, for an amount not less that the full amount of the property and/or materials being installed and/or constructed on or within the facility.

(c) Insurance Review – Insurance requirements are subject to periodic review by the City. The City's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the City. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the City, inflation, or any other item reasonably related to the City's risk.

Section 4.13 Anti-Lobbying Certification.

(a) Grantee, Step Up, and Owner, certify, to the best of Grantee's Step Up's and Owner's respective knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

Section 4.14 Covenants Regarding Approved Financing.

(a) Grantee and Owner shall promptly pay the principal and interest when due on any Approved Financing.

(b) Grantee and Owner shall promptly notify the City in writing of the existence of any default under any documents evidencing Approved Financing.

(c) .

Section 4.15 Affordability and Project Monitoring.

(a) Throughout the Term, the Grantee and Owner shall comply with all applicable record keeping and monitoring requirements set forth in the Homekey Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance.

(b) Representatives of the City (and HCD or its authorized representatives) shall be entitled to enter the Property upon at least forty-eight (48) hours' notice at reasonable times to monitor compliance with this Agreement to inspect the records of the Development with respect to the City-Assisted Units, and to conduct an independent audit of such records. The Grantee and Owner agree to cooperate with the City in making the Property available for such inspection. If for any reason the City is unable to obtain the Grantee's or Owner's consent to such an inspection, the Grantee and Owner understand and agree that the City may obtain, at the Grantee or Owner's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property.

(c) The Grantee and Owner agree to maintain records in a business-like manner and to make such records available to the City upon forty-eight (48) hours' notice at reasonable

times. Unless the City otherwise approves, such records shall be maintained for the most recent five years until five years after the expiration of the Homekey Term.

(d) Throughout the Term, the Grantee and Owner grant the City inspection rights as set forth in Section 3.4 above, and Grantee and Owner shall make best efforts to allow the City to comply with all applicable physical monitoring requirements.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties of Grantee.

Grantee hereby represents and warrants to the City as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. The Grantee shall immediately advise the City in writing if there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Grantee is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of the Grantee delivered to the City are true and correct copies of the originals.

(b) Authority of Grantee. Grantee has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Grantee, and all actions required under Grantee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Grantee enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any

provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Grantee, or any provision of the organizational documents of Grantee, or will conflict with or constitute a breach of or a default under any agreement to which Grantee is a party, or will result in the creation or imposition of any lien upon any assets or property of Grantee, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Grantee is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Grantee, threatened against or affecting Grantee or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Grantee, materially affect Grantee's ability to repay the Grant or impair the security to be given to the City pursuant hereto.

(h) Title to Land. At the time of recordation of the Use Restriction, Grantee will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens ancillary to the Approved Financing and liens in favor of the City or approved in writing by the City.

(i) Financial Statements. The financial statements of Grantee and other financial data and information furnished by Grantee to the City fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Grantee from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Grantee holds or reasonably expects to receive firm financial commitments for sufficient funds to complete the acquisition of the Property and the conversion of the Development in accordance with the Standard Agreement.

(k) Taxes. Grantee and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Grantee or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Grantee and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of Grantee to perform under any Grant Document to which

it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against Grantee of any Grant Document.

Section 5.2 Representations and Warranties of Owner.

Owner hereby represents and warrants to the City as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. The Owner shall immediately advise the City in writing if there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Owner is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of the Owner delivered to the City are true and correct copies of the originals.

(b) Authority of Owner. Owner has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Owner, and all actions required under Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Owner enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Owner, or any provision of the organizational documents of Owner, or will conflict with or constitute a breach of or a default under any agreement to which Owner is a party, or will result in the creation or imposition of any lien upon any assets or property of Owner, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Owner is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Owner, threatened against or affecting Owner or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Owner, materially affect Owner's ability to repay the Grant or impair the security to be given to the City pursuant hereto.

(h) Title to Land. At the time of recordation of the Use Restriction, Owner will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens ancillary to the Approved Financing and liens in favor of the City or approved in writing by the City.

(i) Financial Statements. The financial statements of Owner and other financial data and information furnished by Owner to the City fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Owner from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Owner holds or reasonably expects to receive firm financial commitments for sufficient funds to complete the acquisition of the Property and the conversion of the Development in accordance with the Standard Agreement.

(k) Taxes. Owner and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Owner or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Owner and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of Owner to perform under any Grant Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against Owner of any Grant Document.

Section 5.3 Representations and Warranties of Step Up.

Step Up hereby represents and warrants to the City as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. Step Up shall immediately advise the City in writing if

there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Step Up is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of Step Up delivered to the City are true and correct copies of the originals.

(b) Authority of Step Up. Step Up has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Step Up, and all actions required under Step Up's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Step Up enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Step Up, or any provision of the organizational documents of Step Up, or will conflict with or constitute a breach of or a default under any agreement to which Step Up is a party, or will result in the creation or imposition of any lien upon any assets or property of Step Up, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Except as disclosed to the City in the estoppel certificate provide by Step Up to the City, Step Up is not in default under any law or regulation or

under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Step Up, threatened against or affecting Step Up or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Step Up, materially affect Step Up's ability to perform the obligations to the City pursuant hereto.

ARTICLE 6.
DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) Subject to Section 7.15, each of the following constitutes an "Event of Default" by Grantee under this Agreement:

(1) Failure under Standard Agreement. Failure of Grantee or Owner to obtain permits, commence, and prosecute to completion, conversion of the Development within the times set forth and in compliance with the requirements of the Standard Agreement. Any failure under this section will not be considered an Event of Default if it is not formally identified as such by HCD, and in any event, may be cured by Grantee or Owner within 120 days.

(2) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Grantee, Step Up and Owner, which notice provides reasonable detail of the default and the required cure for such default.

(3) Failure to Comply with the Participant Selection Plan. Failure to comply with the Participant Selection Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Grantee, Step Up, and Owner, which notice provides reasonable detail of the default and the required cure for such default.

(4) Breach of Covenants. Failure by Grantee, Step Up, or Owner to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Grant Documents, and Grantee, Step Up, or Owner fail to cure such default within forty-five (45) days after receipt of written notice thereof from the City to Grantee Step Up, and Owner, if Grantee, Step Up, or Owner are incapable of curing a default within such forty-five (45) day period, the City will give the Grantee, Step Up, or Owner one hundred twenty (120) days to cure such default provided Grantee, Step Up, or Owner have commenced to cure within such forty-five (45) day period and is diligently proceeding to cure such default through the end of such period; provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control.

(5) Insolvency. A court having jurisdiction makes or enters any decree or order: (1) adjudging Grantee or Owner to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Grantee or Owner, or seeking any arrangement for Grantee or Owner under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator,

or assignee of Grantee or Owner in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of Grantee or Owner if any such decree or order described in clauses (1) to (4), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (5) Grantee or Owner admit in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(6) Assignment; Attachment. Grantee or Owner assigns their assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(7) Suspension; Termination. Grantee, or Owner or its general partner, shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stopped or terminated the operation of their business; (3) the Grantee or Owner shall have the operation of the partnership voluntarily or involuntarily dissolved, suspended or terminated by the State of California or Delaware.

(8) Unauthorized Transfer. Any Transfer other than as permitted pursuant to Section 4.12.

(9) Failure to Timely Occupancy. Failure of Grantee or Owner to make the City-Assisted Units available for occupancy within the time specified in the Standard Agreement. Any failure under this section will not be considered an Event of Default if it is not formally identified as such by HCD, and in any event, may be cured by Grantee or Owner within 120 days.

Section 6.2 Remedies.

(a) Upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, gives the City the right to proceed with any and all remedies set forth in this Agreement and the Grant Documents, including but not limited to the following:

(A) Revocation of Grant. The City may demand that any portion of the Grant not forgiven pursuant to Section 2.3 above, together with any accrued interest thereon, to become immediately due and payable.

(B) Specific Performance. The City has the right to mandamus or other suit, action or proceeding at law or in equity to require Grantee, Step Up, and Owner to perform their obligations and covenants under the Grant Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Grant Documents.

(C) Termination. The City has the right to terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder.

Section 6.3 Right of Contest.

Grantee and Owner may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and, as to a default related to a third party or third party event, in a manner unprejudicial to the City or the rights of the City hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement or the Grant Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Grantee, Step Up or Owner and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7.
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Grantee, Step Up or Owner or their agents, employees or contractors, and Grantee, Step Up and Owner will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Grantee, Step Up, and Owner have and retain the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regard to the rehabilitation and operation of the Development, Grantee and Owner are solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Grantee, Step Up and Owner are solely responsible for their own acts and those of their agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the City by any person that Grantee, Step Up or Owner may have employed or with whom Grantee, Step Up, or Owner may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the tenancy of the Property, the rehabilitation or operation of the Development, and Grantee, Step Up and Owner shall include similar requirements in any contracts entered into for the rehabilitation or operation of the Development.

Section 7.3 Indemnification.

The Grantee, Step Up and Owner, each agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless the City and its authorized officers, employees, agents and volunteers ("Indemnities") from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the City on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnities, except as provided in the following sentence. The indemnification obligations apply to the City's "active" as well as "passive" negligence but does not apply to the City's "gross negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provisions of this Section shall not be limited by the existence of insurance and will survive the expiration of the Term.

Section 7.4 Non-Liability of City Officials, Employees and Agents.

No board member, official, employee or agent of the City is personally liable to Grantee, Step Up, or Owner in the event of any default or breach by the City or for any amount that may become due to Grantee, Step Up, or Owner or their successor or on any obligation under the terms of this Agreement.

Section 7.5 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.6 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.6(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or financial benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Grantee, Step Up, and Owner shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of Section 7.6(a) above apply to any person who is an employee, agent, consultant, officer of the City, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Grantee, or immediate family member of any of the preceding, may make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Grantee. Interpretation of this Section is governed by the definitions and provisions used in the

Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.7 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City:

City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373
Attn: Mayor Paul T. Barich

with a copy to:
City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373
Attn: City Attorney

Grantee:

Shangri-La Industries, LLC
c/o Shangri-La Industries
660 S Figueroa St, Suite 1888
Los Angeles, CA 90017-3433
Attn: Andy Meyers/Cody Holmes

Owner:
1675 Industrial Park, LP
c/o Shangri-La Industries
660 S Figueroa St, Suite 1888
Los Angeles, CA 90017-3433
Attn: Andy Meyers/Cody Holmes

with a copy to:

Cornelius & Cohanghadosh, APC
23801 Calabasas Rd., Suite 100
Calabasas, CA 91302
Attn: Alex Cornelius

Step Up:

Step Up on Second Street, Inc.
1328 Second Street
Santa Monica, CA 90401-1122
Attn: Tod Lipka, President and Chief Executive Officer

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.8 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The City Executive Officer is authorized to execute on behalf of the City amendments to the Grant Documents or amended and restated Grant Documents.

Section 7.9 City Approval.

The City has authorized the City Executive Officer or designee to execute the ancillary Grant documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Grant and the existence of defaults under the Grant Documents, including subordination agreements substantially consistent with the terms of Section 2.7 above.

Section 7.10 Applicable Law and Venue.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Grantee and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the City and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless

the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Grantee's or Owner's contractor, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental City or entity (other than the acts or failure to act of the City); or any other causes (other than the Grantee's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) business days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) business days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the City and the Grantee. In no event shall the cumulative delays during the Term of this Agreement exceed three hundred and sixty (360) days, unless otherwise agreed to by the Parties in writing. As allowed under Section 7.20 of this Agreement, the City Executive Officer at the City Executive Officer's reasonable discretion may extend the cumulative delay limit without need for additional Board of Supervisor approval.

Section 7.15 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties.

The Grant Documents constitute the entire agreement of the Parties with respect to the Grant.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.19 Action by the City. Except as may be otherwise specifically provided in this Agreement or any other of the Grant Documents, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement or any other of the Grant Documents, such action shall be given, made, taken, refused, denied or withheld by the City Executive Officer, at the City Executive Officer's reasonable discretion (unless some other standard is expressly stated), or by any person who shall have been designated in writing to the Borrowers by the City Executive Officer, without further approval by the City Council. Any such action shall be in writing.

WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

[***Signatures On Next Page***]

GRANTEE:

Shangri-La Industries, LLC, a Delaware limited liability company

By: _____

Name: Andrew Meyers Abdul-Wahab

Its: Authorized Signatory

Date: July 18, 2022

OWNER:

1675 Industrial Park, LP, a Delaware limited partnership

By: _____

Name: Andrew Meyers Abdul-Wahab

Its: Authorized Signatory

Date: July 18, 2022

STEP UP:

STEP UP ON SECOND STREET, INC., a California nonprofit public benefit corporation

By: _____

Name: Tod Lipka

Its: CEO

Date: July 18, 2022

[***Signature Page Continues***]

CITY:

CITY OF REDLANDS, a political subdivision of the State of California

By: _____
Name: Paul T. Barich
Title: Mayor

Date: 7/20/22

ATTEST:

_____
Jeanne Donaldson
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, City of Redlands, and is described as follows:

APN: 0292063380000

H L WILLIAMS TR PTN LOT 2 BLK 1 LYING SLY OF LI DESC AS COM AT PT ON W LI SD LOT S O DEG 25 MIN 34 SECONDS E 198.80 FT FROM NW COR THEREOF TH N 89 DEG 34 MIN 16 SECONDS E 469.83 FT TH ALG A TANGENT CURVE CONCAVE SWLY WITH RADIUS OF 370 FT THRU ANGLE OF 30 DEG 55 MIN 23 SECONDS 199.69 FT TO E LI SD LOT EXE 475 FT THEREOF MEAS AT R/A TO AND PARALLEL WITH E LI SD LOT AND EX ST 7-17-87

EXHIBIT B

SCHEDULE OF PERFORMANCE

This Schedule of Performance sets forth the schedule for various activities under the Agreement to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Times for performance are subject to Force Majeure, as further provided in Section 7.15 of the Agreement, and the notice and cure rights as further provided in Section of the Agreement.

As provided in the Agreement, this Schedule of Performance may only be modified in a writing executed by all Parties, in accordance with Section 7.9 of the Agreement.

Milestone	Date
Execute Standard Agreement	May 24, 2022
Execute Grant Documents	On or before July 30, 2022
Submit Evidence of Insurance	Prior to Acquisition Closing
Close on Acquisition Financing, Construction Financing and Acquire Property	On or before June 29, 2022
Submit and obtain approval of Management Plan and Social Services Plan	On or before November 15, 2022
Submit nondiscrimination policy in accordance with Exhibit D of the Standard Agreement	On or before November 15, 2022
Draft Regulatory Agreement for use restriction	On or before November 15, 2022
Final HCD-approved Regulatory Agreement or other use restriction recorded against the project real property	On or before March 14, 2023
Submit plans and application(s) for plan check and building permit to City of Redlands	On or before March 25, 2022
City Grant Issuance	In seven installments on or before July 15 annually after initial plans and application submittal
Obtain Building Permits	Within thirty (30) calendar days of building plan and application submittal
Begin rehabilitation and Unit conversion	Within thirty (30) business days from obtaining Building Permits
Complete rehabilitation and unit conversion	On or before March 14, 2023
Provide to the City, project information for Homekey Program and Expenditure Report as outlined in Section 601 of the NOFA	Annually for five (5) years on January 15th for the prior calendar year (January 1 to December 31)

April 17, 2024

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Shangri-La Industries, LLC
660 South Figueroa Street
Suite 1888
Los Angeles, CA 90017-3433

1675 Industrial Park, LP
c/o Shangri-La Industries
Attn: Andy Meyers Abdul-Wahab/Cody Holmes
660 South Figueroa Street
Suite 1888
Los Angeles, CA 90017-3433

Step Up on Second Street, Inc.
Attn: Tod Lipka, President and Chief Executive Officer
1328 Second Street
Santa Monica, CA 90401-1122

Cornelius & Cohanghadosh, APC
Attn: Alex Cornelius
23801 Calabasas Road
Suite 100
Calabasas, CA 91302

Re: Notice of Termination and Re-Affirmation of Funding Commitment re Homekey Grant Agreement dated July 19, 2022

Dear Shangri-La Industries, LLC; 1675 Industrial, L.P.; and Step Up on Second Street, Inc.:

This Notice of Termination and Re-Affirmation of Funding Commitment ("Notice") provides express notice that the City of Redlands ("City") hereby exercises its right to terminate the Homekey Grant Agreement dated July 19, 2022 ("Agreement") by and between the City on the one hand, and Shangri-La Industries LLC ("Shangri-La Industries"), Step Up on Second Street, Inc. ("Step Up"), and 1675 Industrial, L.P. ("1675 Industrial") (together, the "Counter-Parties") on the other hand.

This Notice also provides express notice to the Counter-Parties and other interested stake holders that the City remains committed to the success of the Homekey project in the City as well as its obligations under the separate grant agreement with the California Department of Housing and Community Development ("HCD"). These commitments include, specifically, the provision of a City-funded operating subsidy. The City will work directly with Step Up and other parties to ensure that the operating subsidy funds on-site operations and services provided at the Homekey project in the City.

The Agreement concerns the City and Counter-Parties' endeavor to acquire an existing motel, rehabilitate the motel, and convert the motel to a permanent housing solution for individuals and families who are homeless or at risk of homelessness ("Project").

In or around November of 2023, the City discovered that Counter-Parties were in default of their obligations under the Agreement. In accordance with Sections 6.1 and 7.7 of the Agreement, the City sent a Notice of Default letter to the Counter-Parties on November 15, 2023. The Notice of

Default letter identified numerous defaults by the Counter-Parties, described such defaults, and demanded cure of these defaults. The defaults listed in the letter included, but were not limited to, the following: (i) failure to record the affordability covenant in first position (§ 2.2), (ii) failure to pay due and owing taxes and assessments (§ 6.1), (iii) failure to apply for the property tax welfare exemption (§ 4.7), (iv) failure to promptly inform the City of pending litigation involving the Project (§ 4.8), (v) failure to make loan payments when due and failure to notify the City of existing loan defaults (§ 4.14), (vi) failure to inform the City of material changes to Shangri-La Industries' financial condition (§ 5.1), and (vii) failure to obtain City and HCD consent before encumbering the property (§ 4.11).

The Counter-Parties did not cure these defaults, and have made no efforts to discuss steps that could be undertaken in order to progress toward a complete cure. "[A]t the option of the City," it "has the right to terminate th[e] Agreement" and "seek any remedies at law or equity" that may be available to it. (Agreement, § 6.2(a) and (C).) The City, pursuant to City Council action on April 16, 2024, now exercises its right to terminate the Agreement. The City preserves all additional rights and remedies it may pursue under the Agreement. The City, through counsel, is willing and available to discuss the contents of this letter further with you.

Sincerely,

Charles M. Duggan, Jr.
City Manager

c: State of California, Department of Housing & Community Development
Yvette M. Abich Garcia, City Attorney
Dustin Nirschl, Esq., Best, Best & Krieger
Christopher Boatman, Assistant City Manager