CITY OF REDLANDS
CITY COUNCIL

A G E N D A S

APRIL 2, 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

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 2, 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 of the City of Redlands to Order**

B. **Recess City Council Meeting to 6:00P.M. Open Session**
(There are no Closed Session matters.)

6:00 P.M.

C. **Reconvene City Council Meeting**

D. ***Invocation by Mayor Tejeda***
Pledge of Allegiance by the Flag Folder and Safety Squad of Kingsbury 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.)

E. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of proclamation declaring April 21-27, 2024, as National Crime Victims' Rights Week to Rose Madsen of Family and Friends of Murder Victims (Mayor Tejeda and Council Member Saucedo)

3. Dolores Huerta Day proclamation presented to Yolanda Contreras (Council Member Saucedo)

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

F. **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.)

G. **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 of March 19, 2024 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring April 21-27, 2024 National Crime Victims' Rights Week (Mayor Tejeda and Council Member Saucedo)

3. Authorize issuance of a proclamation declaring April 10, 2024, as Dolores Huerta Day (Mayor Tejeda and Council Member Saucedo)

4. Authorize issuance of a proclamation declaring the month of April 2024 as Child Abuse Prevention Month (Mayor Tejeda)

5. Direct Staff to Review the Conflict of Interest Code for the City of Redlands (City Clerk Donaldson)

6. Adopt 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 (Human Resources Director Meteau)

7. Approve 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 (Assistant City Manager Boatman)

8. Approve 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 (Facilities and Community Services Department Director Crocker)

9. Approve the Fourth Amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. increasing the total compensation to $67,480, and determine 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)

10. Approve an Event Services Agreement with the University of Redlands to conduct the Redlands Emergency Services Academy at the University's facility, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Tolber)

11. Approve 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 (Human Resources Director Meteau)

H. **Public Hearings**

1. **Ordinance No. 2961** –
(Mayor to declare meeting open as a public hearing)

    1. **Public Hearing** to consider a recommendation 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.

    2. Finding 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. (Development Services Director Desatnik)

I. **New Business**

1. Consideration of 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, and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

2. Consideration of a Second Amendment to the Agreement with Applied LNG Technologies, LLC to increase the total agreement amount not to exceed $3,909,879, an additional expense appropriation of $137,000, and a revenue appropriation in the amount of $243,000 for the Equipment Maintenance Fund (Facilities and Community Services Director Crocker)

3. Consideration of 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 (Facilities and Community Services Director Crocker)

4. Consideration of Resolution No. 8753, 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 (Facilities and Community Services Department Director Crocker)

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

K. **Adjournment**
The next regular meeting of the City Council will be held April 16, 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.

City Council Meeting **G. 1.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of March 19, 2024 (City Clerk Donaldson)

MOTION:

I move that City Council approve the regular meeting minutes of March 19, 2024.

Attachments

Regular meeting minutes of March 19, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on March 19, 2024 at 5:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Denise Davis, Council Member Mario Saucedo, Council Member
Absent:	Jenna Guzman-Lowery, 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; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director; Goutam Dobey, City Engineer, Municipal Utilities and Engineering

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 Pro Tem Barich followed by the pledge of allegiance to the American flag.

PRESENTATIONS

National Donate Life Month Proclamation

Mayor Pro Tem Barich presented a Proclamation to Katryn Mantz, representing One Legacy, declaring the month of April 2024 as National Donate Life Month.

Women's History Month Proclamation

Council Member Davis presented a Proclamation to Laurienne Jeong, declaring the month of March as Women's History Month.

Proclamation March 31, 2024 Cesar E. Chavez Day

Council Member Saucedo presented a Proclamation declaring March 31, 2024, as Cesar E. Chavez Day in the City of Redlands to Arcadio Lara.

PUBLIC COMMENT

Public comments were presented either in-person, via Zoom, via cell phone or landline.

Gas Powered Leaf Blowers - Dale Broome was opposed to banning gas-powered leaf blowers, was not a proponent of climate change ideology, and disagreed with certain data points presented during the Council Meeting of March 5, 2024. He said it was important to note that newer models of leaf blowers are much more efficient today, than in the past.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of March 5, 2024.

Vote: 4 - 0 Passed

Proclamation March 31, 2024 Cesar E. Chavez Day

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation declaring March 31, 2024, as Cesar E. Chavez Day.

Vote: 4 - 0 Passed

Proclamation April 2024 National Donate Life Month

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

Vote: 4 - 0 Passed

Proclamation March 2024 Women's History Month

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation declaring the month of March 2024 as Women's History Month.

Vote: 4 - 0 Passed

Airport Advisory Board Appointments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Val Dotchkov and Amber Harrison to serve the remainder of two four-year terms on the Airport Advisory Board ending May 1, 2025.

Vote: 4 - 0 Passed

Citrus Preservation Commission Appointments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Rolland Moore, Heather Ross, and Michael Day to each serve four-year terms on the Citrus Preservation Commission ending April 16, 2028.

Vote: 4 - 0 Passed

RPFA Side Letter Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Side Letter of Agreement between the City and Redlands Professional Firefighters Association modifying language in Article 46 of the Memorandum of Understanding to clarify sick leave benefits at the time of retirement.

Vote: 4 - 0 Passed

Accept Grant Award 2024 RESA

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the grant award from the San Manuel Band of Mission Indians in the amount of $30,000; and authorized an additional appropriation of funds to the Police Department of the same.

Vote: 4 - 0 Passed

Resolution No. 8564 Time Extension CRA No. 931

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8564 to authorize a one-year time extension to the expiration date for Commission Review & Approval No. 931, with associated entitlements, to merge two parcels into a one single parcel for the construction of a 40,415 square foot hotel with 90 guest rooms, four stories high, and related on-site improvements including parking lot, landscaping, lighting, and utilities on a 1.52-acre site. The project site is located on the south side of West Colton Avenue at Columbia Street and 719 N. Eureka Street (APN's: 0169-155-05-0000 and 0169-142-07-0000).

Vote: 4 - 0 Passed

General Plan and 2021-2029 Housing Element Annual Progress Reports

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file the 2023 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element.

Vote: 4 - 0 Passed

Development Agreements Annual Review

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously acknowledged, by roll call vote, receipt of the notice that the following Development Agreements will be subject to an annual review for calendar year 2023 in accordance with Chapter 18.220 of the Redlands Municipal Code: Mountainview Power Company, Robertson's Ready Mix, Ltd, Cemex Construction Materials, L.P., Cal-Red Facility, LLC, a Delaware limited liability company, Redlands Health Services and AV Associates, Redlands Community Hospital, ESRI (Environmental Systems Research Institute), VPV State Street Village, LLC.

Vote: 4 - 0 Passed

Adopt Ordinance No. 2960 Zone Change No. 469

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2960 (Zone Change No. 469), requesting to change the zoning designation of the 24.4 gross acre project site to 18.89 gross acres of High Density Residential (R-3) District and 5.51 gross acres to Single Family Residential (R-1) District for development purposes.

Vote: 4 - 0 Passed

Annual Report Airport Advisory Board

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file the Annual Report of the Airport Advisory Board, as attached to the staff report.

Vote: 4 - 0 Passed

Artwork Loan and Display Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Artwork Loan and Display Agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved an Artwork Loan and Display Agreement with Benjamin Allanoff for the loan of public art to be displayed on city property.

Vote: 4 - 0 Passed

In-Kind Request Stronger Together Now Giving Sunday Event

Facilities and Community Services Director Crocker introduced the request for in-kind support in the amount of $1,969, and additionally the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now (STN) Giving Sunday event within Ed Hales Park on Sunday, April 28, 2024. As public comment, Michael Paisner voiced his support of the group's efforts to be a positive force in the community. He was struggling to understand why approval of the STN requests had become contentious this year whereas it seemed to him that the Council 's tone was very supportive during discussions last year. STN organizer Kai King spoke of the group's genuine desire to support the City in the best way possible and to work together for the betterment of everyone.

Janelle Guerrero, STN organizer, appreciated the mature and positive dialogue. Mayor Tejeda stated he wanted to remain positive, as well, and he asked Ms. Guerrero some pertinent questions related to the events. In response, she listed several reasons why STN offers a unique experience, and she explained that the events were not designed to raise funds to sustain the organization but instead to bring resources and vitality to the downtown area. A partial list of sponsors included Southern California Edison and SCAG. She added her assurance that the events do not limit attendance on the basis of any discriminatory criteria. Mayor Tejeda was satisfied with the group's intent and agreed he would support the request. Additionally, he announced he would be pulling Communications Item H-3 and Resolution No. 8570, restating and amending a policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the city.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized the closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. on April 28, 2024; and approved the expenditure of city resources and in-kind support in the amount of $1,969.00 related to the event.

Vote: 4 - 0 Passed

Mission Creek Zanja Storm Drain Channel Condition Assessment

Facilities and Community Services Director Crocker explained that the City oversees and maintains approximately ninety miles of storm drain channels throughout the city. As part of preventative maintenance, staff performs regular inspections of the inlets, outlets, spillways, and channel walls and, from time to time, necessary repairs are warranted. Staff was working with City Attorney Garcia and outside professionals for assistance with recommendations and remediation work. Carollo Engineers, Inc. recently performed work on the channel upstream and exhibited competency and professionalism throughout the course of previous projects. Based on their familiarity of the channel infrastructure and their expertise, staff recommended awarding a Single Source Purchase Order for the assessment of the Mission Creek Zanja Channel between 1st Street and 9th Street to Carollo Engineers, Inc. for an amount not to exceed $68,943. As public comment, Andy Hoder wondered whether Mission Creek Zanja was the correct name for the channel, whereas he said, he had always understood it to be called the Mill Creek Zanja.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the Professional Services Agreement with Carollo Engineers, Inc. is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement and Single Source Purchase Order with Carollo Engineers, Inc. to provide engineering services for a condition assessment of the underground portion of the Mission Creek Zanja from 1st Street to 9th Street for an amount not-to-exceed $68,943.

Vote: 4 - 0 Passed

COMMUNICATIONS

Annual Report Library Board

Vice Chair Rosa Gomez provided the annual report of the Library Board of Trustees with an update of accomplishments and activities. Highlights included, increased circulation throughout the library, but especially in the eLibrary program, increasing popularity of a wide range of entertainment and educational programming, Smiley Live!, a series of monthly musical concerts that has attracted a strong following, adult literacy volunteer tutors providing one-on-one instruction to adult learners in the community, Smiley Heritage Tours showing off Redlands cultural sites for all RUSD fourth graders, and she was pleased to report the Board adopted the 5-year Strategic Plan in December 2023.

New policies such as doing away with late fees and offering non-residents the opportunity to become members has improved patronage. She provided a status update of the ongoing construction of MOR, Museum of Redlands and excitedly shared that it was close to becoming a reality. Certain infrastructure issues have dogged the Library, including water leaks and a failed boiler system which has left the Library with no heat, but she was hopeful that staff would resolve the matter. She thanked the City for their support. Council Members extended their sincere appreciation of the Board's dedication and service to uphold the Library's unique character and important relevance to the

community.

Community Day of Service Video

Public Information Officer Baker presented a video of the Community Day of Service held on March 9, 2024 throughout various locations in the City. Mr. Baker praised the production work of Cheryl Williams, Multimedia Production Coordinator, while Mayor Tejeda and the Council expressed their appreciation of her outstanding display of creativity and dedication.

Resolution No. 8570 Amending In-Kind Support Request Policy

Mayor Tejeda announced that he intended to pull Resolution No. 8570 from Council discussion but encouraged the public to participate and offer their thoughts and perspectives. Resolution No. 8570, proposed to restate and amend a policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations proposing special events within the city.

As public comment, Dennis Bell asked which cities were contacted when staff conducted their research. He opposed authorizing the City Manager to administratively approve in-kind requests under $5,000, as proposed, and he thought the City should be spending less money, instead of giving it away. Andy Hoder appreciated the Mayor's efforts to clarify the policy, and he encouraged the Council to develop standards for consistency and transparency. Michael Paisner thanked Mayor Tejeda for pulling this item. As further explanation, Mayor Tejeda pointed out that in order to be good stewards of the City's finances, it was important to be able to call into question some of these events and request accountability when needed.

NEW BUSINESS

Grocery Gift Card Program Second Amendment Agreement

Grants Coordinator Selina Sanchez reported on a Second Amendment to the Agreement with About Food Inc., dba Redlands Ranch Market, to increase the total compensation of the Agreement by $1,680,000 to a total amount not to exceed $3,704,400 for the provision of monthly grocery gift cards to facilitate Round 2 of the Resident Grocery Gift Card program. The amendment extends the term of the agreement to December 31, 2026. In view of the program's success and the overwhelming benefits that the program offers to qualifying residents, in November 2023, the City Council approved the reallocation of $1,625,000 from the Small Business Gift Card Match Program and $55,000 from the Nonprofits Assistance Program to fund a second round of the Resident Grocery Gift Card Program that will provide assistance to 1,400 eligible households. The Council Members expressed their full support of the program.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Agreement with About Food Inc., dba Redlands Ranch Market, to increase the total compensation of the Agreement by $1,680,000 to a total amount not to exceed $3,704,400 and to extend the term of the agreement to December 31, 2026, for the provision of monthly grocery gift cards to facilitate Round 2 of the Resident Grocery Gift Card program.

Vote: 4 - 0 Passed

Contract Award 2023 Alley Paving Improvement Project

City Engineer Dobey presented a Public Work Construction Contract with Tryco General Engineering for the 2023 Alley Paving Improvement Project for an amount not-to-exceed $1,738,285. The Project will resurface fourteen alleys and will remove and replace driveways and sidewalks where necessary, protect existing utilities, trees, power poles, and public and private improvements, replace damaged survey monuments, construct drainage facilities, dispose of excess soil and rock material, and restore all areas and improvements to pre-construction conditions.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the contract and construction of the 2023 Alley Paving Improvement Project is exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved the 2023 Alley Paving Improvement Project plans and specifications; and awarded a construction contract to Tryco General Engineering for an amount not-to-exceed $1,738,285.

Vote: 4 - 0 Passed

PO Modification Vehicle Lease Maintenance Program

Facilities and Community Services Department Director Crocker provided details of a $236,571 purchase order modification with Enterprise FM Trust for the vehicle lease and maintenance program resulting in a total purchase order amount not to exceed $2,114,876 and a total contract amount not to exceed $4,535,653 and approval of an additional appropriation in the amount of $140,000.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a purchase order modification for Fiscal Year 2023-24 with Enterprise FM Trust for a vehicle lease and maintenance program in an amount of $236,571 for a total purchase order amount not to exceed $2,114,876 and a total contract amount not to exceed $4,535,653 and approval of an additional appropriation in the amount of $140,000.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Community Day of Service - Council Members participated in the event and said it was a great success. Several hundred workers volunteered their time as they tackled a wide range of beautification projects throughout the City.

Mayor Tejeda attended the Parks Master Plan briefing.

Mayor Pro Tem Barich attended the Library Board meeting, enjoyed a program held at the Assistencia featuring many great guitarists, and he participated in the Parks Master Plan briefing. He congratulated fellow Council Member, Jenna Guzman-Lowery on her recent wedding.

Council Member Davis attended the annual dinner for the Redlands Bowl where the new season line-up was announced. She led another Youth Council meeting held at Fire Station #1, spoke at the Pi Sigma Alpha Honor Society at the University of Redlands, and provided a welcome message at the 55th Annual Multimedia Mini Show at the Redlands Art Association.

Council Member Saucedo participated in a Council briefing on the State Parks Master Plan and attended one of the community meetings. He announced a mural dedication was scheduled to be held on March 30, 2024 at 101 W Stuart Avenue, honoring Cesar E. Chavez Day and the artwork by Larry Dierdorff. He thanked everyone involved in the coordination and planning of the Community Day of Service and gave special thanks to Facilities and Community Services staff.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:39 P.M. The next regular meeting of the City of Redlands City Council will be held on April 2, 2024.

City Council Meeting **G. 2.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 21-27, 2024 National Crime Victims' Rights Week (Mayor Tejeda and Council Member Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring April 21-27, 2024 National Crime Victims' Rights Week.

Attachments

National Crime Victims' Rights Week 2024

PROCLAMATION

National Crime Victims' Rights Week

WHEREAS, the City of Redlands is dedicated to protecting our citizens from all forms of violence; and

WHEREAS, horrific and unfortunate violence occurs all too often in America, leaving a profound and lasting impact on those grieving the loss of their loved ones; and

WHEREAS, Families and Friends of Murder Victims (FFMV) is a non-profit organization dedicated to providing information, support, and friendship to persons who have experienced the death of a loved one through the violent act of murder; and

WHEREAS, Families and Friends of Murder Victims hopes to restore a sense of hope and to provide a pathway to well-being for those who have lost a loved one; and

WHEREAS, Families and Friends of Murder Victims educates the community regarding the issues faced by the surviving families and friends of the murder victims and victims of attempted murder; and

WHEREAS, National Crime Victims' Rights Week is an annual event sponsored by the National Organization of Victims' Assistance and is held to commemorate those who have died violently, and to show support for the survivors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 21 through April 27, 2024, as ***National Crime Victims' Rights Week*** in the City of Redlands and expresses their gratitude and appreciation to Families and Friends of Murder Victims as wells as to criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, and peace.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of April, 2024.

_____

Eddie Tejeda, Mayor

_____

Mario Saucedo, Council Member

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 3.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 10, 2024, as Dolores Huerta Day (Mayor Tejeda and Council Member Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring April 10, 2024, as Dolores Huerta Day.

Attachments

Dolores Huerta Day 2024

PROCLAMATION

Dolores Huerta Day

WHEREAS, Dolores Huerta was born on April 10, 1930, in Dawson, New Mexico and spent most of her childhood and early adult life in Stockton, California with her two brothers and their mother following her parents' divorce; and

WHEREAS, her father, Juan Fernández, a farmworker and miner, was a union activist and her mother, Alicia Fernández, was active in numerous civic organizations as well as the church, using her 70-room hotel to provide housing to low-wage workers; and

WHEREAS, Dolores Huerta, in the service-oriented spirit of her parents, carried the torch of positive impact in her community, becoming both an organizer and activist and serving in the Stockton Chapter of the Community Service Organization (CSO) and founding the Agricultural Workers Association to better the lives of others; and

WHEREAS, upon meeting César Chávez, the two served and worked together as major voices in American History, founding the National Farm Workers Association to raise awareness to the plight and difficulties encountered by agricultural workers who were frequently exploited and unfairly treated; and

WHEREAS, Dolores Huerta is one of the most influential labor activists of the 20th century, becoming the first Latina inducted into the National Women's Hall of Fame in 1993 and being awarded the Presidential Medal of Freedom, the highest civilian award in the United States, in 2016, while also emerging as an inspiration and guiding light to many generations of women as an early trailblazer, a role model, heroine, a skilled organizer and tough negotiator; and

WHEREAS, Dolores Huerta is recognized in the City of Redlands as a voice that enacted positive change within the agricultural community, an industry intimately tied to the City's history and still an integral part of its social and economic fabric to this day, both through its heritage groves and its workers; and

WHEREAS, we also recognize, honor, and celebrate one of America's greatest champions for agricultural laborer rights and social justice, an individual whose lifelong commitment to justice for all and the many trails she paved for generations of activists has made us a stronger, more just, and a more prosperous country and community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 10, 2024, as Dolores Huerta Day in Redlands and, in the spirit of Dolores Huerta, encourages all residents to create positive impacts in the community to better the lives of others.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of April 2024.

_____

Eddie Tejeda, Mayor

_____

Mario Saucedo, Councilmember

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 4.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April 2024 as Child Abuse Prevention Month (Mayor Tejeda)

MOTION:

I move to authorize issuance of a Proclamation declaring the month of April 2024 as Child Abuse Prevention Month.

Attachments

Child Abuse Prevention Month

PROCLAMATION

Child Abuse Prevention Month

WHEREAS, all children have the right to receive the care, protection and guidance a family provides, to be free from harm, and to have their physical, emotional and educational needs met, State and Federal governments have proclaimed April 2024 as Child Abuse Prevention Month for the purpose of promoting community involvement in the prevention of child abuse; and

WHEREAS, just over 31,000 children in San Bernardino County were referred to Children and Family Services for suspected child abuse and neglect in 2023; and

WHEREAS, the Adverse Childhood Experiences (ACE) Study conducted by Drs. Vincent J. Felitti and Robert F. Anda demonstrates long term health, social, and economic risks that result from childhood trauma; and

WHEREAS, as the prevention of child abuse requires rigorous solutions, energy, strength, determination and commitment from concerned citizens and the entire community, the County of San Bernardino provides services and professionals in the field of child abuse who are dedicated, compassionate and skilled in the prevention of child abuse; and

WHEREAS, with the Blue Ribbon as the international symbol for child abuse prevention, the San Bernardino County Children's Network, in partnership with the San Bernardino County Board of Supervisors, the member agencies of the San Bernardino County's Children's Policy Council and Child Abuse Prevention Committee, have planned a Blue-Ribbon Media Campaign – the 25th "Annual Shine a Light on Child Abuse" Awards during the month of April to increase awareness of child abuse;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby declares the month of April 2024, as Child Abuse Prevention Month and encourage its residents, schools, non-profit organizations, businesses and other entities in the community to engage in activities and events that assist in the efforts to prevent child abuse and provide for children's physical, emotional and developmental needs.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of April 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **G. 5.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Direct Staff to Review the Conflict of Interest Code for the City of Redlands (City Clerk Donaldson)

MOTION(S):

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

I move to direct staff to review the Conflict of Interest Code for the City of Redlands.

RECOMMENDATION:

It is recommended the City Council of the City of Redlands direct staff to review its Conflict of Interest Code in accordance with Section 87306.5 of the California Government Code.

DISCUSSION:

No later than July 1st of each even-numbered year, Section 87306.5 of the California Government Code requires the City Council to direct the local agency to review its Conflict of Interest Code and submit a Biennial Report no later than October 1st.

ALTERNATIVES:

The Council may continue this matter to a future City Council Meeting held before July 1, 2024.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:
Approval to direct staff to review the Conflict of Interest Code will have no impact on the City of Redlands General Fund.

Attachments

Resolution No. 8372 Conflict of Interest Code 2022
Government Code 87306.5

RESOLUTION NO. 8372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING ITS CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974, INCLUDING THOSE CITY DESIGNATED EMPLOYEES IN THEIR CAPACITY AS STAFF FOR THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS AND RESCINDING RESOLUTION NO. 8129

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code section 81000 *et seq.* (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the City of Redlands (the "City"), and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974 by Resolution No. 3290 on October 5, 1976; and

WHEREAS, the City has amended its Conflict of Interest Code periodically as mandated by law and as deemed necessary by the City Council of the City (this "City Council"); and

WHEREAS, this City Council last amended its Conflict of Interest Code by Resolution No. 8129 on September 1, 2020; and

WHEREAS, this City Council wishes to update its Conflict of Interest Code to identify the current designated City employees and consultants that are subject to the Conflict of Interest Code; and

WHEREAS, on November 1, 2011, this City Council approved Resolution No. 7089 electing to serve as the successor agency ("Successor Agency"), pursuant to AB X1 26, to the former Redevelopment Agency of the City of Redlands; and

WHEREAS, this City Council, for purposes of carrying out its role as Successor Agency, has amended the City's Conflict of Interest Code, including those current designated City employees and consultants serving in the capacity as staff to the Successor Agency, and consultants, that are subject to the City's Conflict of Interest Code;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands that the Conflict of Interest Code as set forth in Resolution No. 8129 is hereby rescinded in its entirety and replaced with the Conflict of Interest Code, attached as Exhibit "1," which is hereby adopted for the City of Redlands in its capacity as Successor Agency to the former Redevelopment Agency of the City of Redlands.

ADOPTED AND APPROVED this 20th day of September, 2022.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8372 was duly adopted by the City Council at a regular meeting thereof, held on the 20th day of September, 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 "1"

CITY OF REDLANDS AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

CONFLICT OF INTEREST CODE

Adopted: October 5, 1976
Last Amended: September 20, 2022

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CONFLICT OF INTEREST CODE

OF THE

CITY OF REDLANDS, AND OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

A. Purpose/Incorporation by Reference.

1. Statement of Purpose. It is the purpose of this Code to provide for the disclosure of designated employee assets and income which may be materially affected by such employees' official actions, and, in appropriate circumstances, to provide that designated employees should be disqualified from acting in order that conflicts of interest may be avoided. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000, *et seq.*) (the "Act").

2. Incorporation by Reference. The Act requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 Cal. Code of Regs., section 18730, *et seq.*) which contain the terms of a standard conflict of interest code, and which can be incorporated by reference in an agency's code. After public notice and hearing, the agency's conflict of interest code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the provisions of 2 California Code of Regulations section 18730, *et seq.*, and any amendments to them duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These regulations, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Redlands ("City").

3. Public Availability. Designated employees shall file their statements with the City, which will then make the statements available for public inspection and reproduction (Government Code section 81008). Statements for designated employees will be retained by the City.

B. Definition of Terms. This Conflict of Interest Code contains a number of key terms, such as "designated employee," "interests in real property within the jurisdiction," "investments in business entities," "income," and decisions "made" or "participated in" by a designated employee, which are defined in the Act and the regulations of the Fair Political Practices Commission (2 Cal. Code of Regs., section 18110, *et seq.*). These definitions and regulations, and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code. Summaries of certain definitions are contained in the attached Addendum, which is provided for convenience of reference only, and are not a part of this Conflict of Interest Code. The definitions of key terms contained in the Act or the regulations are amended and changed from time to time. The summaries of definitions contained in the Addendum will be updated accordingly on a periodic basis.

C. Disclosure Statements.

1. Designated Employees. The persons holding positions listed in Exhibit "A" of the Appendix of this Conflict of Interest Code are "designated employees." It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

2. Disclosure Requirements. Each designated employee shall file an annual statement disclosing interests in real property within the City's jurisdiction, investments in business entities, business positions held or received during the previous calendar year, and income or sources of income which might foreseeably be affected materially by the operations of the City. The City has determined that it is foreseeable that the types of investments, interests in real property, business positions held or received during the previous calendar year, and income, and sources of income listed in Exhibit "B" of the Appendix may be affected materially by decisions made or participated in by the designated employee by virtue of his or her position, and are reportable if held by the designated employee.

3. Statements of Economic Interests: Time of Filing Statements; Contents Thereof.

(a) Initial Statements. All designated employees employed on the effective date of this Conflict of Interest Code, as originally adopted, promulgated and approved by the City Council, shall file statements within thirty (30) days after the effective date of this Conflict of Interest Code. Thereafter, each person already in a position when it is designated by an amendment to this Conflict of Interest Code shall file an initial statement within thirty (30) days after the effective date of the amendment. Initial statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the twelve (12) months prior to the effective date of this Conflict of Interest Code.

(b) Assuming Office Statements. All new designated employees who are appointed, promoted or transferred to a designated position after the effective date of this Conflict of Interest Code shall file statements within thirty (30) days after assuming the designated position, disclosing any reportable income, investments, interests in real property and business positions held or received during the twelve (12) months prior to the date of assuming office.

(c) Annual Statements. Annual statements shall be filed by all designated employees on or before April 1 of each year, disclosing any reportable investments, interests in real property, income and business positions held or received in the period since the closing date of the employee's previously filed statement and December 31.

(d) Leaving Office Statements. Every designated employee who leaves office and does not assume another designated position for the City shall file a statement within thirty (30) days after leaving office disclosing any reportable investments, interests in real property, income

and business positions held or received during the period since the last previous statement was filed.

(e) Candidates' Statements. Candidates for election to City positions shall file a statement no later than the final date for filing Declarations of Candidacy, disclosing reportable investments and interests in real property held on the final date for filing Declarations of Candidacy. This subsection shall not apply to candidates who filed statements with the City within the previous twelve (12) months under subsections (a), (b) or (c) of this Section.

4. Statement for Persons who Resign 30 Days after Appointment. Persons who resign within thirty (30) days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an assuming or leaving office statement.

5. Place of Filing Statements. All designated employees required to submit a statement of economic interests shall file the original with the City Clerk. The City Clerk shall make and retain a copy of all statements filed by members of and candidates for the City Council of the City of Redlands, the City Manager and City officials who manage public investments, and the City Attorney, and forward the original of each such statement to the Fair Political Practices Commission ("FPPC"). The City Clerk shall retain the originals of the statements of all other designated employees.

6. Forms for Statements. Forms for filing disclosure statements will be made available by the City Clerk, and will adhere to the forms prescribed by the FPPC.

D. Manner of Reporting. The designated employee shall report all economic interests as required under California Code of Regulations section 18730.

E. Disqualification. Designated employees must disqualify themselves as required pursuant to California Code of Regulations section 18730 (section 9).

F. Opinions of the Commission and Counsel.

1. Request for Opinion and Reliance. Any designated employee who is unsure of any duty, right, or privilege of participation in any matter under this Code or under the provisions of the Act may request a formal opinion or letter of advice from the FPPC, or an opinion from the City Attorney, provided that nothing in this Conflict of Interest Code requires the City Attorney to issue any formal or informal opinion.

2. Evidence of Good Faith. If an opinion or a letter of advice is rendered by the FPPC stating in full the facts and law upon which the opinion is based, compliance therewith by the designated employee is evidence of good faith in any criminal proceeding and is a presumption affecting the burden of proof of any civil proceeding brought under the Act or this Conflict of Interest Code. The designated employee's good faith compliance with such opinion shall also

constitute a complete defense to any disciplinary action brought by the authority under section 91000 et seq. of the Act or this Conflict of Interest Code.

G. Legislative or Judicial Amendments. All amendments or changes to the provisions of the Act, occurring as the result of legislative amendment or judicial decision, shall automatically and immediately be incorporated into this Conflict of Interest Code and this Conflict of Interest Code shall, without further action, thereupon be deemed amended and changed to reflect such legislative or judicial amendment or decision.

H. Force and Effect of Code. This Conflict of Interest Code has the force and effect of law. Designated employees violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided by the Act.

EXHIBIT "A"

DESIGNATED POSITIONS

The Mayor, Members of the City Council, Board Members of the Successor Agency, the City Manager, the Executive Director of the Successor Agency, and other City officials who manage public investments, and the City Attorney, are included in and governed by this Conflict of Interest Code only with respect to its disqualification provisions. For purpose of disclosure, the Mayor, members of the City Council and Board Members of the Successor Agency, Planning Commissioners, the City Manager, the Executive Director of the Successor Agency, City Attorney, City Treasurer, and the City officials who make public investments are governed by the statutory conflicts of interest provisions of Article 2 of Chapter 7 of the Political Reform Act of 1974 (Government Code section 87200, *et seq.*).

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
CITY CLERK'S OFFCE	
City Clerk	All Disclosure Categories (1-7)
CITY MANAGER'S OFFICE	
Assistant City Manager	All Disclosure Categories (1-7)
Project Manager	Disclosure Categories (1,3,5,7)
Grants Coordinator	Disclosure Categories (1,3,5,7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5,7)
Public Information Officer	All Disclosure Categories (1-7)
Multimedia Production Officer	Disclosure Categories (1,3,5,7)
Procurement Manager	All Disclosure Categories (1-7)
DEVELOPMENT SERVICES	
Development Services Director	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
One Stop Permit Center Manager	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil	Disclosure Categories (1,3,5-7)
Chief Building Official	All Disclosure Categories (1-7)
Sr. Plans Examiner	Disclosure Categories (1,3,5-7)
Economic Development Manager	All Disclosure Categories (1-7)
City Planner	All Disclosure Categories (1-7)
Principal Planner	Disclosure Categories (1,3,5-7)
Senior Planner	Disclosure Categories (1,3,5-7)
FIRE	
Fire Chief	All Disclosure Categories (1-7)
Fire Marshal	All Disclosure Categories (1-7)
Deputy Fire Chief	All Disclosure Categories (1-7)
Deputy Fire Marshal	All Disclosure Categories (1-7)
Battalion Chief	Disclosure Categories (1-3, 5-7)
EMS Coordinator	Disclosure Categories (1,3,5-7)

Management Analyst	All Disclosure Categories (1-7)
Emergency Operations Specialist	Disclosure Categories (1,3,5-7)
DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
HUMAN RESOURCES/RISK	
Assistant Director, HR/Risk Management	All Disclosure Categories (1-7)
HR/Risk Manager	All Disclosure Categories (1-7)
HR Analyst	Disclosure Categories (1,3,5-7)
Risk Management Specialist	Disclosure Categories (1,3,5-7)
Human Resource Specialist	Disclosure Categories (1,3,5-7)
LIBRARY	
Library Director	All Disclosure Categories (1-7)
Archivist Curator	All Disclosure Categories (1-7)
Principal Librarian	Disclosure Categories (1,3,5-7)
Systems Administrator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Senior Librarian	Disclosure Categories (1,3,5-7)
Special Collections Manager	Disclosure Categories (1,3,5-7)
Adult Literacy Coordinator	Disclosure Categories (1,3,5-7)
Technical Services Coordinator	Disclosure Categories (1,3,5-7)
MANAGEMENT SERVICES/FINANCE	
Director, Management Services/Finance	All Disclosure Categories (1-7)
IT Manager	All Disclosure Categories (1-7)
Network Engineer	Disclosure Categories (1,3,5-7)
GIS Supervisor	All Disclosure Categories (1-7)
IT Systems Supervisor	All Disclosure Categories (1-7)
Database Administrator	Disclosure Categories (1,3,5-7)
System Administrator	Disclosure Categories (1,3,5-7)
GIS Analyst	Disclosure Categories (1,3,5-7)
Network Specialist	Disclosure Categories (1,3,5-7)
Assistant Finance Director	All Disclosure Categories (1-7)
Finance Manager	All Disclosure Categories (1-7)
Senior Accountant	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Revenue Supervisor	All Disclosure Categories (1-7)
Utilities Customer Service Supervisor	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Payroll Coordinator	All Disclosure Categories (1-7)
MUNICIPAL UTILITIES & ENGINEERING	
Director of Municipal Utilities and Public Works Engineering/City Engineer	All Disclosure Categories (1-7)
City Engineer	All Disclosure Categories (1-7)
Construction Manager	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil Engineer	Disclosure Categories (1,3,5-7)
Field Services Coordinator	Disclosure Categories (1,3,5-7)
Utilities Operations Manager	All Disclosure Categories (1-7)

Laboratory Manager	All Disclosure Categories (1-7)
Water Production/Maintenance Superintendent	All Disclosure Categories (1-7)
Water Distribution Superintendent	All Disclosure Categories (1-7)
Water Production Operations Supervisor	All Disclosure Categories (1-7)
Water Productions Maintenance Supervisor	All Disclosure Categories (1-7)
Water Distribution Supervisor	All Disclosure Categories (1-7)
Wastewater Operations Superintendent	All Disclosure Categories (1-7)
Wastewater Operations Supervisor	All Disclosure Categories (1-7)
Wastewater Collection System Supervisor	All Disclosure Categories (1-7)
POLICE	
Chief of Police	All Disclosure Categories (1-7)
Deputy Police Chief	All Disclosure Categories (1-7)
Police Commander	All Disclosure Categories (1-7)
Police Operations Manager	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Police Operations Coordinator	Disclosure Categories (1,3,5-7)
Police Customer Service Supervisor	All Disclosure Categories (1-7)
FACILITIES AND COMMUNITY SERVICES	
Assistant Director, FCS	All Disclosure Categories (1-7)
Sr. Manager, FCS	All Disclosure Categories (1-7)
Manager, FCS	All Disclosure Categories (1-7)
Field Services Superintendent	All Disclosure Categories (1-7)
Field Services Project Supervisor	All Disclosure Categories (1-7)
Homeless Solutions Coordinator	Disclosure Categories (1,3,5-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Airport Supervisor	All Disclosure Categories (1-7)
Solid Waste Manager	All Disclosure Categories (1-7)
Solid Waste Collections Supervisor	All Disclosure Categories (1-7)
Solid Waste Route Coordinator	Disclosure Categories (1,3,5-7)
Recycling Coordinator	Disclosure Categories (1,3,5-7)
Fleet Services Coordinator	Disclosure Categories (1,3,5-7)
Cemetery Manager	All Disclosure Categories (1-7)
Animal Control Supervisor	All Disclosure Categories (1-7)
Recreation Supervisor	All Disclosure Categories (1-7)
COMMISSIONS	
Historic and Scenic Preservation Commissioners	Disclosure Categories (1,2,3,7)
Library Board of Trustees	All Disclosure Categories (1-7)
Consultants *	

* Consultants, who provide services under contract to fill one of the above-referenced designated positions, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of

disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two (2) years.

ADDENDUM

REFERENCE DEFINITIONS

FOR THE

CONFLICT OF INTEREST CODE

OF THE

THE CITY OF REDLANDS

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DEFINITIONS

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DEFINITIONS

1. "Public Official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the Judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in section 6038 of that Article. Government Code section 82048.

2. "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decision making authority.

A. A committee, board or commission possesses decision making authority whenever:

i. It may make a final governmental decision, or

ii. It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

iii. It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by a public official or the City Council. 2 CCR section 18700.

B. A committee, board, or commission does not possess decision making authority of it is formed for the sole purpose of researching a topic and preparing a report of recommendation for submission to another governmental body that has final decision-making authority.

3. "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

A. Makes a governmental decision whether to:

i. Approve a rate, rule or regulation;

ii. Adopt or enforce a law;

iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

v. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

vi. Grant agency approval to a plan, design, report, study, or similar item;

vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation section 18704 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302. 2 CCR section 18700.3.

4. "Designated Employee" means any official of the Agency whose position is so designated in the Appendix of the Agency's Conflict of Interest Code. The Appendix sets forth those positions which entail the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest, but does not include any unsalaried member of any board or commission which serves a solely advisory function. Government Code section 82019.

5. "Making a Governmental Decision." A public official "makes a governmental decision," except as provided in 2 California Code of Regulations section 18704, when the official, acting within the authority of his or her office or position:

(1) Votes on a matter;

(2) Appoints a person;

(3) Obligates or commits his or her agency to any course of action;

(4) Enters into any contractual agreement on behalf of his or her agency;

(5) Determines not to act, within the meaning of subdivisions 1, 2, 3, 4, above, unless such determination is made because of his or her financial interest. When the determination not to act occurs because of the official's financial interest, the official's determination may be accompanied by an oral or written disclosure of the financial interest. 2 CCR section 18707

6. "Participating in the Making of Governmental Decisions": A public official "participates in making a governmental decision," except as provided in Title 2, Code of Regulations section 18704, when, acting within the authority of his or her position, the official:

(a) Negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); or

(b) Advises or makes recommendations to the decision maker either directly or without significant intervening substantive review, by:

(1) Conducting research or making any investigation which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18704; or

(2) Preparing or presenting any report, analysis, or opinion, orally, or in writing, which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); 2 CCR section 18704

7. "Financial Interest": A public official has a financial interest in a decision within the meaning of Government Code section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars ($2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars ($2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subsection shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Government Code section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse,

and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater. Government Code § 87103; 2 CCR section 18700(c)(6).

8. "Material Financial Effect" means the financial effect of a governmental decision on a financial interest of a public official is material if, at the time the official makes or participates in making the decision, the decision will have a significant effect on the official or a member of the official's immediate family, or on the source of income, the source of gifts, the business entity, or the real property, which is an economic interest of the official. In determining whether it is reasonably foreseeable that the effects of a governmental decision will be significant, consideration should be given to the factors defined in Title 2 CCR sections 18702, 18702.1, 18702.2, 18702.3, 18702.4 and 18702.5. 2 CCR section 18702.

9. "Business Entity" means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association. Government Code section 82005.

10. "Act" means the Political Reform Act of 1974, Government Code section 81000, *et seq.*

State of California

GOVERNMENT CODE

Section 87306.5

87306.5. (a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

(Added by Stats. 1990, Ch. 1075, Sec. 5.)

City Council Meeting **G. 6.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt 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 (Human Resources Director Meteau)

MOTION(S):

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

I move to adopt Resolution No. 8569.

RECOMMENDATION:

Staff recommends the City Council approve 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.

DISCUSSION:

The purpose of this resolution is to address the staffing changes resulting from employee turnover, staff re-organization and duty assignments, and the assignment of City Representatives for Small Claims appearances.

The following persons will be authorized to represent and appear on behalf of the City of Redlands in small claims actions filed for, or against, the City of Redlands in Small Claims Court: Robert Meteau, Jr., Director, HR/Risk Management; Tommi Ng, Assistant Director, Human Resource/Risk Management; Beatris Ordaz, Human Resource Manager; Sarah Redinger, Human Resource Analyst; Danielle Garcia, Director, Management Services; James Garland, Assistant Director, Finance; and/or Aimee Hoover, Revenue Supervisor.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Robert Meteau, Jr., Director, HR/Risk Management

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

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

PREPARED BY:
Tommi Ng, Assistant Director, HR/Risk Management

Fiscal Impact

Discussion:
There is no fiscal impact associated with this item.

Attachments

Resolution No. 8569

RESOLUTION NO. 8569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPOINTING SMALL CLAIMS COURT REPRESENTATIVES AND RESCINDING RESOLUTION NO. 8405

WHEREAS, the Small Claims Division of San Bernardino County Superior Court requires the City to designate a representative to act for the City and in the City's behalf in Small Claims Court;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. Robert Meteau, Jr., Director, HR/Risk Management, Tommi Ng, Assistant Director, HR/Risk Management; Beatris Ordaz, HR Manager; Sarah Redinger, Human Resource Analyst; Danielle Garcia, Director, Management Services; James Garland, Assistant Director, Finance; and Aimee Hoover, Revenue Supervisor; are hereby designated and authorized to represent and appear on behalf of the City of Redlands in the lawful process of any and all small claims actions filed for, or against, the City of Redlands in Small Claims Court. Such persons are not employed solely for the purpose of representing the City.

Section 2. Resolution No. 8405 of the City Council of the City of Redlands is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 2nd 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 2nd day of April, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **G. 7.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 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.

RECOMMENDATION:

Staff recommends City Council approve a Homeless Resources Services Agreement and a sole source purchase order with Swami Shriji Investment Inc. dab Super 8 Redlands for temporary housing services on an as-needed basis for an amount not to exceed $66,300.

DISCUSSION:

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

In July 2023, the City was awarded $4,529,069 from the California Interagency Council on Homelessness Unit of the Business, Consumer Services and Housing Agency for the Encampment Resolution Funding Program (ERF-2 grant). The ERF-2 grant focus is to help the City to address unsheltered homelessness and create pathways to housing. Through this program, the City will serve approximately 200 homeless individuals residing within encampments located along the Interstate 10 and 210 freeways, Highway 38 and the Santa Ana River Basin with services such as street outreach, shelter, housing navigation, rapid rehousing, permanent housing, and hotel vouchers.

Swami Shriji Investment, Inc. (Super 8 Redlands) operates the Super 8 motel within the City of Redlands. This agreement and sole source purchase order will facilitate the use of this facility for the purpose of providing emergency motel rooms for homeless individuals and families, ranging in stay from one to seven nights.

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
Christopher Boatman, 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
Appropriation Required Y/N:	No
Amount:	$66,300.00
Budgeted Y/N:	Yes
Account No.:	200120-6708

Discussion:

This service is funded through the ERF-2 grant, as accepted by City Council.

Attachments

A. Agreement with Swami Shriji Investment

B. Sole Source Request Form

HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services providing temporary housing ("Agreement") is made and entered in this 2nd day of April 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Swami Shriji Investment Inc. dba Super 8 Redlands, a California corporation, ("Provider"). City and Provider are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Provider agree as follows:

ARTICLE 1 – ENGAGEMENT OF PROVIDER

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

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

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

ARTICLE 2 – SERVICES OF PROVIDER

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

2.2 Provider shall comply with applicable federal, state, and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates David Rabindranath, Homeless Solutions Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of no more than twenty-four (24) months commencing as of the Effective Date, or until all available ERF Grant funds have been expended, whichever occurs earlier, or unless terminated earlier as provided herein.

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

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

ARTICLE 5 – PAYMENTS TO PROVIDER

5.1 The total compensation for Provider's Services shall not exceed in the amount of Sixty-Six Thousand Three-hundred dollars ($66,300). City shall pay Provider in the amount of twenty-two thousand one hundred dollars ($22,100) upon execution of this Agreement so that Services can be expedited to the homeless population. Two additional disbursements of Twenty-Two Thousand One Hundred dollars ($22,100) paid to the Provider when reconciliation reports have been submitted and approved that show expenditures of eighty-five percent (85%) of the previous distribution.

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

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

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

CITY	PROVIDER
City Clerk	Jay Patel, Owner
City of Redlands	Swami Shriji Investment Inc.
35 Cajon Street	Super 8 Redlands
P.O. Box 3005 (mailing)	1160 Arizona St
Redlands, CA 92373	Redlands, CA 92374
jdonaldson@cityofredlands.org	gm@super8redlands.com
(909) 798-7531	(909) 335-1612

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

6.2 Provider shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees, and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Provider, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Provider shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment

or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

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

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

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

8.7 Provider shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of five (5) years, or for any longer period required by law, from the date of final payment to Provider pursuant to this Agreement. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.

8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital

status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.

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

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

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

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

[Signatures on following page]

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

SWAMI SHRIJI INVESTMENT INC.
DBA SUPER 8 REDLANDS

By: _____
Jay Patel, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide temporary shelter beds for City Homeless Solutions referred clients during transition to permanent housing solutions.

Shelter bed shall include the following:

- Occupation of space minimum of 7pm – 7am daily
- Bed
- Access to restroom
- Heating/Cooling
- Access to shower
- Access to food resources or meals.
- Case management and client support services.

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

Provider shall maintain onsite staff at all times during occupancy.

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

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

EXHIBIT "B"

RATE SHEET

Shelter Bed / Room Nightly Cost including City of Redlands Transient Occupancy Tax (10% of Room Rate)	$100
Supplies / Services Provided Directly to Client	Actual Cost
Admin Cost	5%

EXHIBIT "C"

ERF GRANT AUDITING AND REPORTING

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

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

Maintain housing status data for persons served in the aggregate.

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

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

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

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

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

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

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

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

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

PROVIDER

By:_____ Date: _____
Jay Patel, Owner

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: 2/21/24

TO: Purchasing Division

FROM: Homeless Solution/ FCS

Purchase Requisition # _____

Estimated Total Cost: $ 66,300.00

Proposed Vendor: Super 8 Redlands

Request Term: 4/16/2024-9/16/26

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:

Swami Shriji Investment Inc. (Super 8 Redlands) operates the Super 8 motel within the City of Redlands. 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

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

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

   We would discontinue the services or find an alternative provider within the area

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

[signature]	2/21/24
Prepared by	Date
[signature]	2/24/24
Department Director	Date

Purchasing Approvals

Purchasing Agent Approval	Date
City Manager Approval	Date

City Council Meeting **G. 8.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

I move to approve a First Amendment to the agreement 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.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the agreement 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.

DISCUSSION:

On April 18, 2023, City Council approved a three-year agreement for on-call plumbing services with Pro-Craft Construction, Inc, for a total agreement amount of $150,000. This original agreement estimated $50,000 per year for on-call plumbing repairs at various city facilities; however, it did not include the new City Hall facility located at 300 East State Street.

This First Amendment to the agreement with Pro-Craft Construction, Inc. will increase the original agreement amount by $30,000 each year for the remaining two years to include the new City Hall facility, making the total agreement

amount with Pro-Craft Construction, Inc. $210,000. This increased amount will accommodate the additional facility and all other occupied city facilities.

ALTERNATIVES:

The City Council may elect not to approve the amendment and provide alternate direction.

STRATEGIC PLAN:
Supports Priority D - Sustainability

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$60,000.00
Budgeted Y/N:	No
Account No.:	101310

Discussion:
Sufficient funding is available in 101310 to cover this additional cost.

Attachments

Executed Agreement
First Amendment to Agreement

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

This agreement for the provision of On Call Plumbing Services ("Agreement") is made and entered on this 18th day of April, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Pro-Craft Construction, Inc., a California Stock 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 Plumbing 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 Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The term of this Agreement shall be for a period of one (1) year and three (3) months 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.

4.1 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of [Fifty Thousand Dollars] ($50,000.) 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 [Fifty Thousand Dollars] ($50,000.) for the first Extended Term; and [Fifty Thousand Dollars] ($50,000.) for the second Extended Term, bringing the total possible amount of

compensation to a not-to-exceed amount of [On Hundred Fifty Thousand Dollars] ($150,000.0). 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 City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Christopher McFayden, CEO Pro-Craft Construction, Inc. 500 Iowa Street Redlands, CA 92373 service@procrafti.com 909-790-5222 Contractors License: 467234

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

PRO-CRAFT CONSTRUCTION, INC.

By: _____
Christopher McFayden, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services to include general plumbing services and repair work to be performed at various city locations. The City is requesting hourly rates to include both Prevailing Wage rates and Non-Prevailing Wage rates (total dollar amount of each individual repair job will determine what hourly rate the City is charged – all invoices exceeding $1000.00 shall be billed/paid at current prevailing wage rates). All charges (trip, equipment, etc. should be included in hourly rate).

The age of city building plumbing infrastructure varies from 30 to 90 years old with fluctuating degrees of required plumbing needs. The city also requires a response time to service requests to be within 1 hour of the initial call for service.

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

ITEM A – NON-PREVAILING WAGE RATES

A. Line Item Description Service Days	B. Hours	C.* Est. Quantity	D.* Non-Prevailing Wage Hourly Rate	*E. Line Total
Monday through Friday	7:00 a.m. to 4:00 p.m.	100	$155.00	$15,500.00
Monday through Friday	4:00 p.m. to 7:00 a.m.	40	$178.00	$ 7,120.00
Saturday or Sunday	24 Hours	30	$205.00	$ 6,150.00
Holiday	24 Hours	10	$205.00	$ 2,050.00
			SUB-TOTAL – ALL LINE ITEMS	**$30,820.00**

ITEM B – PREVAILING WAGE RATES

A. Line Item Description Service Days	B. Hours	C.* Est. Quantity	D.* Prevailing Wage Hourly Rate	*E. Line Total
Monday through Friday	7:00 a.m. to 4:00 p.m.	100	$155.00	$15,500.00
Monday through Friday	4:00 p.m. to 7:00 a.m.	40	$178.00	$ 7,120.00
Saturday or Sunday	24 Hours	30	$205.00	$ 6,150.00
Holiday	24 Hours	10	$205.00	$ 2,050.00
			SUB-TOTAL – ALL LINE ITEMS	**$30,820.00**
*C x*D =*E			**TOTAL OF ITEM A and ITEM B**	**$61,640.00**

PARTS MARK UP %	**20%**
NAME OF BIDDER:	**Pro-Craft Construction, Inc.**

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.

PRO-CRAFT CONSTRUCTION, INC.

By:_____
Christopher McFayden, CEO

Date: 4/12/2023

This bond shall take effect April 18, 2023 upon approval to proceed with award of construction by the "City of Redlands" and after an Authorized Official signs the Agreement form.

ISSUED IN TWO ORIGINAL COUNTERPARTS.
COUNTERPART NO. 2 OF 2

BOND NO. PB00067200460
PREMIUM: $470.00

EXHIBIT "B"

ORIGINAL

LABOR AND MATERIAL BOND

THE PREMIUM IS PREDICATED ON THE FINAL CONTRACT PRICE AND IS SUBJECT TO ADJUSTMENT.

Whereas, the City of Redlands, State of California, and Pro-Craft Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide On Call Plumbing Services (the "Work"), which said agreement, dated April 18, 2023 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 Written dollar amount Dollars[(1)] ($50,000.00------) 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.

(1) Fifty Thousand and 00/100's Dollars

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 April 11, 2023.

(SEAL)
Pro-Craft Construction, Inc.
(Contractor)

(Signature)

(SEAL)
Philadelphia Indemnity Insurance Company
(Surety)
BY:
(Signature) Julia B. Bales, Attorney-in-Fact

Address:
800 E. Colorado, 6th Floor
Pasadena, CA 91101

Telephone(626) 639-1325

(Seal and Notarial Acknowledgment of Surety)

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 San Bernardino)

On 4/12/2023 before me, Jessica Reed, Notary Public
(insert name and title of the officer)

personally appeared Christopher McFayden,
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.

JESSICA REED
Notary Public - California
San Bernardino County
Commission # 2371562
My Comm. Expires Aug 19, 2025

Signature _____ **(Seal)**

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Riverside }

On APR 1 1 2023 before me, Mariah Giselle Barela, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Julia B. Bales
Name(s) of Signer(s)

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

MARIAH GISELLE BARELA
COMM. #2417169
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Sept. 20, 2026

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 MGB
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **Nº 07927**

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Philadelphia Indemnity Insurance Company

of Bala Cynwyd, Pennsylvania *, organized under the laws of* Pennsylvania *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 14th *day of* October, 2004, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* October, 2004.

John Garamendi
Insurance Commissioner

By Victoria S. Sidbury
for Ida Zodrow *Deputy*
Asst. Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 38391

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kenneth A. Coate, Julia B. Bales, Renae N. Balderas and Andrea Paris of HUB International of California Insurance Services Inc. - Inland Surety,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of April, 2023

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

FIRST AMENDMENT
TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for On Call Plumbing Services ("Agreement"), dated April 18, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Pro-Craft Construction, Inc., a California corporation ("Contractor"), is made and entered into this 2nd day of April, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the payments to contractor;

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

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of Fifty Thousand Dollars ($50,000.00) 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 Eighty Thousand Dollars ($80,000.00) for the first Extended Term; and Eighty Thousand Dollars ($80,000.00) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Hundred Ten Thousand Dollars ($210,000.00). For the initial Term and each Extended Term, City shall pay Contractor on rates specified in Exhibit "C" title "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of April 2, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

PRO-CRAFT CONSTRUCTION, INC.

By: _____
Christpher McFayden, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **G. 9.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Fourth Amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. increasing the total compensation to $67,480, and determine 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 to determine 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

2. I move that City Council approve the Fourth Amendment to the Professional Services Agreement with David Taussig and Associates, Inc.

RECOMMENDATION:

Staff recommends City Council find that approval of 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. Staff also recommends City Council approval of the Fourth Amendment to the Professional Services Agreement with David Taussig and Associates, Inc.

DISCUSSION:

Assembly Bill (AB) 1600 became effective on January 1, 1989, and outlines specific requirements that must be met for municipalities to impose Development Impact Fees (DIF). Periodically, a Nexus Study must be completed to justify appropriate fees to fund additional infrastructure and services necessary to support new growth. A similar study was completed and adopted in January 2017 and only minor modifications related to Accessory Dwelling Unit State mandates were implemented.

On November 2, 2021, City Council approved a $49,980 Professional Service Agreement with David Taussig and Associates, Inc. (DTA) to update the 2017 DIF Study. The original Agreement termination date has been extended three (3) times due to critical staffing shortages in several City departments, which significantly delayed the data gathering and document submittal efforts necessary to support the project. Throughout these extensions, DTA has not increased its fee schedule. During the study, MUED staff also requested numerous revisions to the financial model that exceeded the original project scope of work. The project is nearly complete and MUED staff is reconciling project costs with DTA. Approval of a Fourth Amendment is necessary to appropriately compensate DTA for additional unanticipated services provided. This Amendment increases the DTA compensation by $17,500, which results in a revised total project cost of $67,480.

Approval of the Fourth Amendment to the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. There is no possibility that the approval of this amendment will result in a significant effect on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400

Discussion:

There is no fiscal impact associated with approval of this amendment. The adopted MUED budget (101400) includes adequate funding for this additional expenditure.

Attachments

A. Fourth Amendment to DTA Agreement
B. Executed Agreement (Reference Only)
C. Executed First Amendment (Reference Only)
D. Executed Second Amendment (Reference Only)
E. Executed Third Amendment (Reference Only)

FOURTH AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This fourth amendment ("Fourth Amendment") to the agreement for the preparation of a development impact fee study services ("Agreement"), dated November 2, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and David Taussig and Associates, Inc., a California corporation, dba DTA ("Consultant"), is made and entered into this 2nd 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 increase Consultant's present total compensation of Forty Nine Thousand Nine Hundred Eighty Dollars ($49,980) to the amount of Sixty Seven Thousand Four Hundred Eighty Dollars ($67,480).

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

AGREEMENT

Section 1. Section 5.1 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 Sixty-Seven Thousand Four Hundred Eighty Dollars ($67,480). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by reference."

Section 2. Exhibit "C" entitled " Fee Schedule" and as described in Article 5.1 is hereby replaced with a new Exhibit "C", which is attached hereto and incorporated herein and into the Agreement by this reference as Attachment 1.

Section 3. All other provisions of the Agreement and Third Amendment 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 2, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

DAVID TAUSSIG AND ASSOCIATES, INC. dba DTA

By: _____
David Taussig, President

Attachment 1

EXHIBIT "C"
FEE SCHEDULE

Description	Title	Hourly Rate	Est. Hours	Total Cost	Additional Hours	Additional Cost	Total New Cost
Task #1: Evaluate Current DIF Program	President/MD	$285	2	$570	0	$0	$570
	Vice President	$240	6	$1,440	0	$0	$1,440
	Senior Associate	$185	3	$555	0	$0	$555
		Task 1	11	$2,565	0	$0	$2,565
Task #2: Development of Project Strategy and Kickoff Meeting	President/MD	$285	3	$855	0	$0	$855
	Vice President	$240	3	$720	0	$0	$720
	Senior Associate	$185	0	$0	0	$0	$0
		Task 2	6	$1,575	0	$0	$1,575
Task #3: Develop Population and Demographic Projections	President/MD	$285	2	$570	0	$0	$570
	Vice President	$240	2	$480	0	$0	$480
	Senior Associate	$185	8	$1,480	0	$0	$1,480
		Task 3	12	$2,530	0	$0	$2,530
Task #4: Identify Facility/Capital Needs and Levels of Service	President/MD	$285	4	$1,140	5	$1,425	$2,565
	Vice President	$240	24	$5,760	14	$3,360	$9,120
	Senior Associate	$185	12	$2,220	0	$0	$2,220
		Task 4	40	$9,120	19	$4,785	$13,905
Task #5: Develop Methodology for Calculating New Fee Amounts	President/MD	$285	4	$1,140	3	$855	$1,995
	Vice President	$240	4	$960	8	$1,920	$2,880
	Senior Associate	$185	8	$1,480	0	$0	$1,480
		Task 5	16	$3,580	11	$2,775	$6,355
Task #6: Determine Fee Levels	President/MD	$285	4	$1,140	2	$570	$1,710
	Vice President	$240	4	$960	4	$960	$1,920
	Senior Associate	$185	8	$1,480	0	$0	$1,480
		Task 6	16	$3,580	6	$1,530	$5,110
Task #7: Prepare Draft and Final Reports	President/MD	$285	8	$2,280	5	$1,425	$3,705
	Vice President	$240	12	$2,880	15	$3,600	$6,480
	Senior Associate	$185	32	$5,920	0	$0	$5,920
		Task 7	52	$11,080	20	$5,025	$16,105
Task #8: Project Management	President/MD	$285	24	$6,840	4	$1,140	$7,980
	Vice President	$240	24	$5,760	9	$2,160	$7,920
	Senior Associate	$185	10	$1,850	0	$0	$1,850
		Task 8	58	$14,450	13	$3,300	$17,750
Total Not to Exceed	President/MD	$285	51	$14,535	19	$5,415	$19,950
	Vice President	$240	79	$18,960	50	$12,000	$30,960
	Senior Associate	$185	81	$14,985	0	$0	$14,985
		Subtotal	211	$48,480	69	$17,415	$65,895
		Out-of-Pocket Expenses		$1,500	Out-of-Pocket Expenses	$85	$1,585
		Total		$49,980	Total	$17,500	$67,480

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the preparation of a development impact fee study for open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities (fire, police, library, government facilities and capital equipment)("Agreement") is made and entered in this 2nd day of November, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and David Taussig and Associates, Inc. dba DTA, 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 prepare a development impact fee study for open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities (fire, police, library, government facilities and capital equipment) 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 John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is

attached hereto and incorporated herein by reference. The Services shall commence within ten (10) days of the Effective Date of this Agreement.

4.2 Consultant shall complete the Services by June 30, 2022, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Forty Nine Thousand Nine Hundred Eighty Dollars ($49,980). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

David Taussig, President
David Taussig and Associates, Inc. dba DTA
3390 University Avenue, Suite 200
Riverside, CA 92501
david@financedta.com
Phone: (800) 969-4382
Fax: (949) 480-0034

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any

assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA

By: _____
David Taussig, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to preparing and completing the Development Impact Fee ("DIF") Study.

This scope of work shall be completed within the schedule period listed in Exhibit "B".

Task 1 – Evaluate Current DIF Program

The Consultant shall review the 2014 DIF study and all related resource documents and data provided by the City. The Consultant shall also review San Bernardino County Transportation Authority (SBCTA) improvements and growth projections and consult with the City Development Services Department to ensure growth is consistent with the City General Plan and projections. The Consultant shall include this information when developing the DIF study.

Task 2 – Development of Project Strategy and Kickoff Meeting

The Consultant shall meet with City staff in a project kickoff meeting to finalize the details of the project, deliverables, timetables, and tasks, discuss the fee methodologies and best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final schedule, discuss the public process, and resolve other concerns, as appropriate.

Task 3 – Develop Population and Dwelling Unit Projections

The Consultant shall compile and document existing and future population and development estimates for the City. The projections resulting from this task shall ultimately calculate fee levels. At this stage, the Consultant shall evaluate City resources and influences, all factors affecting the existing Fee Study, and pertinent impact fees as outlined by the City [specifically open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities fees (fire, police, library, government facilities, and capital equipment)]. This task comprises four subtasks:

- Subtask 3A – Population Projections
  The Consultant shall gather existing information on present and future population projections for the City from various sources, including City staff, the General Plan, existing Master Plans, the U.S. Census, the SBCTA, the State Department of Finance, and from other data sources, including the City's CIP.

- Subtask 3B – Conduct Entitlement Research and Projections
  The Consultant shall coordinate with the City to determine existing and future residential and non-residential development within the City over the planning horizon (5 years, or otherwise). To complete this subtask, the Consultant shall review the General Plan/CIP

and related plans to determine expected development land use patterns in the City, assess City records to identify existing entitlements for dwelling units and commercial/industrial development, and project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections through the requested target year, as selected by City staff.

- Subtask 3C – Review Current City Fee Structure
  The Consultant shall review and summarize the City's current development fee structures, City policies and procedures, and other regulatory requirements affecting potential fee structures and revenue program requirements.

- Subtask 3D – Review Prior City Fee Justification Studies
  The Consultant shall review the approach and methodology utilized in prior City fee justification studies so they can be evaluated in light of the City's current needs.

Task 4 – Review Facility/Capital Needs and Levels of Service

This task entails the review of the facilities and capital needs required to serve new development in the study area projected in Task 3. The Consultant shall use existing City materials (and any relevant Developer's Facilities Reports) as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plan or CIP. This task shall require close coordination with all appropriate City departments.

- Subtask 4A – Survey/Interview City Staff
  The Consultant shall survey/interview City staff to review projected facilities in the City, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 4C. Based upon the results of the surveys and interviews, the Consultant shall verify and, if appropriate, expand the list of new facilities found in the General Plan/CIP to be included within the fee program for the City.

- Subtask 4B – Facilities List
  Based on the information collected in Subtask 4A, the Consultant shall prepare a facilities "needs list" that details the new facilities and equipment to serve new development in the City.

- Subtask 4C – Review Cost Estimates
  The Consultant's engineering and technical staff shall, as necessary, consult with City department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, apply inflation and cost-of-living escalators to the list of projected public facilities to determine future costs, review and/or refine existing cost data, examine major sources of revenue to fund the

construction of new public facilities, and provide a proportional estimate between projected costs for new facilities and estimated revenue from mitigation fees and other sources. Where appropriate, the Consultant shall consider debt service in establishing the cost of facilities.

Deliverable: Facilities "Needs List".

Task 5 – Develop Methodology for Calculating New Fee Amounts

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. There are two critical issues that must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of Assembly Bill ("AB") 1600. Since fees of any sort are controversial, it is critical that any fee established be legally defensible.

The Consultant's Fee Study methodology must meet the nexus or benefit requirements of AB 1600, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. In order to impose a fee as a condition for a development project, the methodology must accomplish the following:

- Identify the purpose of the fee;
- Ascertain the use to which the fee is to be put; if the use is financing public facilities, the facilities must be identified;
- Determine how there is a reasonable relationship between the fee's use and type of development project on which the fee is imposed; and
- Identify how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is being imposed.

Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task shall be documented in the Final Report.

The Consultant shall prepare a memo to be submitted to City staff summarizing available methodologies and their respective pros and cons and providing detailed examples of other cities', counties', or agencies' impact fee programs. Methodologies to review shall include programs based on auto vehicle trips, all mode trips (e.g., auto, transit, bike, and walk), square footages, household units, etc. The memo shall also discuss, as applicable, context-sensitive and transportation demand management adjustments and "credits" for capital improvements required as part of a project application. The Consultant shall recommend a Fee Expenditure Plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds and possible flexibility to allow collected fees to be used to provide the City with a match for grant applications. Finally, the memo shall include recommendations for methodology and next steps. Upon review and discussion by City staff, a methodology shall be selected.

Deliverable: Memo Summarizing the Fee Methodology Options.

Task 6 – Determine Fee Levels

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task 3, facilities needs and costs determined in Task 4, and methodology selected in Task 5.

- Subtask 6A – Calculate Recommended Fee Amounts
  The Consultant shall calculate fees for the City by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work shall be done in a spreadsheet format that can be updated annually.

  The Consultant shall also evaluate this data in comparison to ten (10) surrounding communities, as requested by the City, in order to arrive at comparable and acceptable fee levels.

- Subtask 6B – Document Fee Derivation
  The Consultant shall document the methodology utilized for the fee calculation model in such a way that can be understood by the City and public. The Consultant shall prepare written statements documenting the validity of the methodology for deriving each of the fees for the City. These statements shall be made to meet the requirements of AB 1600 and documented in the Final Report discussed below.

Deliverable: List of Proposed Impact Fees for Single-Family Detached, Single-Family Attached, Multi-Family, and Non-Residential Land Use Categories.

Task 7 – Prepare Draft and Final Reports

This task entails the preparation of the Draft and Final Reports for consideration by the City Council and City staff.

- Subtask 7A – Prepare Draft Report for Comments
  Based on the work completed in Tasks 1-6, the Consultant shall prepare the Draft Report for review and consideration by City staff. The Draft Report shall be prepared under the standards of AB 1600 and is expected to include an executive summary, population projections, the facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current.

- Subtask 7B – Prepare Final Report
  Based on the incorporation of City staff comments and concerns on the Draft Report, the Consultant shall prepare the Final Report for presentation to the City Council and City staff. One hard copy of the Final DIF report shall be submitted to the City.

Deliverables: Draft and Final Reports.

If Consultant's Services include 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.

Task 8 – Project Management

The Consultant shall manage and coordinate all components of the DIF study and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the DIF study update. The Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

This task entails attendance at a total of thirteen (13) meetings/workshops, including the kickoff meeting, as detailed below:

- Kickoff meeting with City staff to define project goals and objectives, outline the project and management approach, identify roles and responsibilities, and confirm the scope and schedule;
- A minimum of six (6) working site visits with staff;
- A minimum of two (2) meetings with the public and developers;
- A minimum of one (1) meeting with the Building Industry Association ("BIA");
- One (1) presentation to the Municipal Utilities and Public Works Commission at which the Consultant shall present the Final Report for recommendation to the City Council for adoption; and
- One (1) work session and one (1) formal City Council meeting presentation.

During these meetings, the Consultant shall take into account community and stakeholder input. For this purpose, the Consultant shall develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft. The Consultant shall also prepare and distribute updated information, as necessary, to facilitate discussion in Focus Group Meetings in which the Consultant is unable to attend.

In-person attendance at any meetings shall depend on State guidelines and guidance from the Centers for Disease Control and Prevention ("CDC"). Where possible, the Consultant shall conduct more than one in-person meeting with City staff, stakeholders, the BIA, the Municipal Utilities and Public Works Commission, and/or other interested parties per meeting day.

EXHIBIT "B"
PROJECT SCHEDULE

Task No.	Description	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.
1	Evaluate DIF Program								
2	Development of Project Strategy and Kickoff Meeting								
3	Develop Population and Demographic Projections								
4	Identify Facility/Capital Needs and Levels of Service								
5	Develop Methodology for Calculating New Fee Amounts								
6	Determine Fee Levels and Conduct Housing Affordability Analysis								
7	Prepare Draft and Final Reports								
8	Project Management								
Ongoing	Communication, Education, and Outreach of Project								

EXHIBIT "C"
FEE SCHEDULE

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #1: Evaluate Current DIF Program	President/MD	$285	2	$570
	Vice President	$240	6	$1,440
	Senior Associate	$185	3	$555
		Task 1	**11**	**$2,565**
Task #2: Development of Project Strategy and Kickoff Meeting	President/MD	$285	3	$855
	Vice President	$240	3	$720
	Senior Associate	$185	0	$0
		Task 2	**6**	**$1,575**
Task #3: Develop Population and Demographic Projections	President/MD	$285	2	$570
	Vice President	$240	2	$480
	Senior Associate	$185	8	$1,480
		Task 3	**12**	**$2,530**
Task #4: Identify Facility/Capital Needs and Levels of Service	President/MD	$285	4	$1,140
	Vice President	$240	24	$5,760
	Senior Associate	$185	12	$2,220
		Task 4	**40**	**$9,120**
Task #5: Develop Methodology for Calculating New Fee Amounts	President/MD	$285	4	$1,140
	Vice President	$240	4	$960
	Senior Associate	$185	8	$1,480
		Task 5	**16**	**$3,580**
Task #6: Determine Fee Levels	President/MD	$285	4	$1,140
	Vice President	$240	4	$960
	Senior Associate	$185	8	$1,480
		Task 6	**16**	**$3,580**
Task #7: Prepare Draft and Final Reports	President/MD	$285	8	$2,280
	Vice President	$240	12	$2,880
	Senior Associate	$185	32	$5,920
		Task 7	**52**	**$11,080**
Task #8: Project Management	President/MD	$285	24	$6,840
	Vice President	$240	24	$5,760
	Senior Associate	$185	10	$1,850
		Task 8	**58**	**$14,450**
Total Not to Exceed	President/MD	$285	51	$14,535
	Vice President	$240	79	$18,960
	Senior Associate	$185	81	$14,985
		Subtotal	**211**	**$48,480**
		Out-of-Pocket Expenses		$1,500
		Total		**$49,980**

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.

DAVID TAUSSIG AND ASSOCIATES, INC.
DBA DTA

By: David Taussig
David Taussig, President

Date: 10/23/21

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the preparation of a development impact fee study services ("Agreement"), dated November 2, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and David Taussig and Associates, Inc. dba DTA ("Consultant"), is made and entered into this 21st day of June, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of the Agreement to extend the date for termination of the Services to December 31, 2022;

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

AGREEMENT

Section 1. Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

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

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of June 21, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA

By: _____
David Taussig, President

ATTEST:

Jeanne Donaldson, City Clerk

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for the preparation of a development impact fee study services ("Agreement"), dated November 2, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and David Taussig and Associates, Inc. dba DTA ("Consultant"), is made and entered into this 6th day of December 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of the Agreement to extend the date for termination of the Services to December 31, 2023;

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

AGREEMENT

Section 1. Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2023, unless the Services are terminated earlier as provided for herein."

Section 2. 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 December 6, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

David Taussig and Associates, Inc. dba DTA

By: David Taussig, President

ATTEST:

Jeanne Donaldson, City Clerk

THIRD AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This third amendment ("Third Amendment") to the agreement for the preparation of a development impact fee study services ("Agreement"), dated November 2, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and David Taussig and Associates, Inc. dba DTA, a California corporation ("Consultant"), is made and entered into this 19th day of December, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically amending Article 4.2 of the Agreement to extend the date for termination of the Services to June 28, 2024;

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

AGREEMENT

Section 1. Section 4.2 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by June 28, 2024, unless the Services are terminated earlier as provided for herein."

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment, to be effective as of December 19, 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

DAVID TAUSSIG AND ASSOCIATES, INC. dba DTA

By: _____
Kelly Wright, Chief Operating Officer

ATTEST:

Jeanne Donaldson, City Clerk

City Council Meeting **G. 10.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Event Services Agreement with the University of Redlands to conduct the Redlands Emergency Services Academy at the University's facility, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Tolber)

MOTION(S):

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

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

2. I move to approve the agreement with the University of Redlands for the Redlands Emergency Services Academy.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy beginning Wednesday, July 10, 2024, through Wednesday, July 17, 2024, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Redlands Emergency Services Academy (RESA) is a partnership with the Redlands Police Department, Redlands Fire Department, Crafton Hills College, and the University of Redlands to provide graduating high school students with a rigorous, hands-on introduction to public safety careers. The week-long academy gives local students interested in careers in emergency services an opportunity to learn from Redlands police officers and firefighters. Many participants have gone on to careers in both fields. For twenty-five years, the University of Redlands has provided RESA with the use of their facilities to include housing, meeting rooms, and meals. The agreement incorporates costs associated with RESA program activities that take place on the campus. A portion of these costs are underwritten by the University of Redlands. The remaining costs will be funded through donations from the community and local organizations. Currently, RESA has applied for several donations, including a $30,000 grant from San Manual Band of Mission Indians, a $20,000 grant from Stater Brothers, a $12,000 grant from Tom Bell, a $500 donation from Redlands Police Officers' Association, and a $500.00 donation from Redlands Professional Firefighters' Association. The total cost for the University of Redlands, including sleeping rooms, facility rentals and meals is $69,806.32. The University of Redlands and Harvest Table have agreed to underwrite (donate) $63,189.97 for sleeping rooms, meals, and facility rentals. This leaves RESA responsible for $6,616.35 to cover fees, meals and service. This amount is covered by the grants/donations, leaving no fiscal impact to the General Fund.

ALTERNATIVES:

Do not authorize the agreement between the City of Redlands and the University of Redlands.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Police 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:
Sergeant Dominick Povero, Police Department

Fiscal Impact

Fiscal Year:	FY 2024-25
Appropriation Required Y/N:	No
Budgeted Y/N:	No
Discussion:	

Attachments

2024 RESA U of R Agreement

Organization: City of Redlands
Client Contact: Povero, Dominick
Address: 1270 W. Park Avenue
Redlands CA 92373
Phone: (909) 557-6928
Email: dpovero@redlandspolice.org

University of Redlands Event Services
1200 East Colton Avenue
PO Box 3080
Redlands, CA 92373

www.redlands.edu/event-services
events@redlands.edu
(909) 748-8116

EVENT SERVICES AGREEMENT

This is an agreement by and between the University of Redlands, a California nonprofit educational corporation with multiple campuses in California (the "University") and **City of Redlands** , a municipal corporation and general law city herein (the "User"). Essentially, the User is agreeing to rent space from, and utilize the services of, the University on the terms and conditions specified in this agreement (the "Agreement").

Agreement Issue Date: January 30, 2024

Agreement Expiration Date: April 2, 2024

To give the User time to review, consider, and finalize this Agreement, the University will reserve the event dates and event spaces that are the subject of this Agreement until the Agreement Expiration Date as a courtesy to the User. If the User has not returned the completed/executed Agreement, together with any required deposits and documents, the User understands that the University may release, and not hold, the dates and space.

Subject of this Agreement: RESA24 Housing - 2024-ABNHLB

RESERVATIONS

Wednesday, July 10, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

12:01 AM - 11:59 PM Expected Attendance:40

Dinner at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127

Thursday, July 11, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

Thursday, July 11, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Breakfast at The Table
Dinner at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127

Friday, July 12, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

12:01 AM - 11:59 PM Expected Attendance:40

Breakfast at The Table
Dinner at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127

Saturday, July 13, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

12:01 AM - 11:59 PM Expected Attendance:40

Breakfast at The Table
Dinner at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127

Sunday, July 14, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

12:01 AM - 11:59 PM Expected Attendance:40

Breakfast at The Table
Dinner at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127

Monday, July 15, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

Monday, July 15, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Breakfast at The Table
Dinner at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127

Tuesday, July 16, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

12:01 AM - 11:59 PM Expected Attendance:40

Breakfast at The Table
Dinner at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127

Wednesday, July 17, 2024

12:01 AM - 11:59 PM Expected Attendance:40

Grossmont Hall (120)

12:01 AM - 11:59 PM Expected Attendance:40

Breakfast at The Table

12:01 AM - 11:59 PM Expected Attendance:40

Larsen Hall Rm 127
Orton Center

This space intentionally left blank.

FINANCIALS

	List Price	Adjustment		Sub Total for Jul 10 2024
Grossmont Hall (120)	$37,800.00	(100%)	Concession	$.00
				$.00

	List Price	Adjustment		Sub Total for Jul 10 2024
Standard Breakfast ($11.40, plus tax)	$2,736.00			$2,975.40
Standard Dinner ($13.95, plus tax)	$3,348.00			$3,640.95
				$6,616.35

	List Price	Adjustment		Sub Total for Jul 10 2024
Larsen Hall Rm 127	$10,786.64	(100%)	Concession	$.00
Orton Center	$13,483.33	(100%)		$.00
AV – Classroom AV Base Package	$320.00	(100%)		$.00
AV – Conference AV Base Package	$800.00	(100%)	Concession	$.00
				$.00

TOTAL MINIMUM INITIAL PROJECTED AMOUNT: $6,616.35

Non-Refundable Reservation Deposit (25%): $1,654.09

Minimum Revenue Requirement (80%): $5,293.08

Additional services and/or equipment may result in fees not outlined in the financials above, such as audio visual or rentals.

This space intentionally left blank.

I.RESERVATION

The University will reserve the venue(s), housing, food service plans, equipment, and services as outlined in this Agreement. User's reservation must include the time needed for pre-event preparations and post-event cleanup, including any time needed by User's external vendors. Should additional venues, housing, food service plans, equipment, or services be requested, the User must submit to the University a written request for the adjustment. Requests for additional reservations are not guaranteed, but will be accommodated when possible. If the University is able to accommodate the additional reservations an addendum to this Agreement will be issued.

A reservation becomes effective after (a) the Agreement is signed by both the University and the User and (b) the University has received a non-refundable reservation deposit in the amount of 25% of the total minimum initial projected amount specified in the Agreement.

II.VENUE(S)

The University has venues that may be available for rental throughout the year. Fees for venue rentals include only (a) use of the reserved venue during the reserved days/times and (b) existing tables and chairs available from the University's inventory and located in the venue. Other equipment and services may be arranged with additional costs, including audio visual equipment and/or services.

If the User wants the venue(s) set up in a particular way, the User must submit to Event Services a written request specifying the room set-up specifications and/or diagrams no less than twenty-one (21) days prior to the first day of guest arrival. Any set-up specifications submitted less than twenty-one (21) days prior to the first day of guest arrival can not be guaranteed.

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific venue assignments as necessary for University business. If a change becomes necessary, the University will move the event/function to a comparable and adequate venue on the University campus and will communicate any such changes to the User in a timely manner.

Although collaboration between the University and the User is expected, the University reserves the right to make the final decision concerning the suitability of holding a function outdoors or relocating to an indoor space due to inclement weather (including excessive heat and/or poor air quality), construction, or other unforeseen circumstances. In the event a function is moved, the University agrees to provide directions and assistance on the alternate location.

The University of Redlands strives to be inclusive of all individuals with disabilities and/or limited mobility of varying degrees on our campus. Despite our efforts to be inclusive, some buildings were built prior to the advent of modern building codes and accessibility standards. To provide access or reasonable accommodation for all individuals, it is imperative that the User submit to Event Services a written request specifying the accommodation specifications for attendees with special needs (including housing) no less than twenty-one (21) days prior to the first day of guests arrival. Strong pre-planning will allow us to create a program that meets the needs of your entire group with the venues that are available. Any accommodation requests submitted less than twenty-one (21) days prior to the first day of guest arrival cannot be guaranteed.

III.HOUSING

When residence halls and/or apartments are included in a reservation, the following terms and conditions will apply.

A. Specific Residence Hall/Apartments

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific residence hall/apartment assignments as necessary for University business. If a change becomes necessary, the University will provide comparable residence hall/apartment space and will communicate any such changes to the User in a timely manner.

B. Check-In and Check-Out

Check-in and check-out times and locations must be arranged and approved by Event Services no less than twenty-one (21) days prior to the first day of guest arrival.

C. Rooming List

A FINAL rooming list of all guests must be submitted to Event Services no less than fourteen (14) days prior to the first day of guest arrival. The FINAL rooming list must include: each guest's first and last names and room assignment.

The University will provide hall charts and diagrams for the User to make room assignments. Room changes are handled by the User's conference registrar, event planner, or representative and must be reported to Event Services.

All rooming lists must be legible and include participants' first and last names.

The University may, in its sole discretion, reassign any guest within the residence halls/apartments to a comparable room. The User will not be charged for any room assignment initiated by the University unless it is due to guest behavior.

D. Safety Requirements

To meet fire codes and ensure personal safety, room capacities in the residence halls shall be limited to no more than the number of persons per established sleeping room, unless otherwise designated on floor plans provided by the University. Under no circumstances may attendees sleep on the floor of any residence hall or apartment.

E. Notice of Onsite Staff

Be advised the User may be placed in housing that has a student affairs professionals living in residence. Onsite staff members are trained mandated reporters and have undergone a background check.

F. Right of Entry

The University reserves the right to enter any housing provided to the User pursuant to this Agreement to inspect the premises for the purposes of maintaining health and safety, for reasonable maintenance inspection, for repair, or in any situation deemed by the University to be an emergency. Under no circumstances shall the University enter housing for any reason other than health, safety, maintenance and repair, emergency, or compliance with University policies without prior notification to the User. This includes vendors contracted by the University.

G. Quiet Hours

Quiet hours are 11:00 PM-07:00 AM. Radios, televisions, stereos, and other such equipment must be operated so as not to disturb. This is to be observed by all guests to ensure a peaceful and comfortable living environment.

H. After Hours

Any questions or services required after hours will be handled by the University's Public Safety Department. All calls for assistance should be made to Public Safety at 909-748-8888.

I. Linens

Linens are available to rent, per seven (7) day period. Each linen packet includes a pillow, two sheets, pillowcase, blanket, bath towel, and wash cloth. Linens must be ordered no less than fourteen (14) days prior to the first day of guest arrival and cannot be added after this date. Final pricing per packet will be outlined when linens are ordered, not when Agreement is signed.

J. Pillows

Pillows are available to rent, per seven (7) day period. Pillows must be ordered no less than fourteen (14) days prior to the first day of guest arrival and cannot be added after this date. Final pricing per pillow will be outlined when linens are ordered, not when Agreement is signed.

IV.FOOD SERVICE PLANS

When food service plans are included in a reservation, the following terms and conditions will apply.

A. Exclusive Provider

The University has an exclusive contract with Harvest Table Culinary Group ("Harvest Table") for all food and beverage services on the University's Redlands campus. No external food or beverages may be brought on the Redlands campus without prior written approval from Harvest Table and Event Services.

B. Regular Summer Dining Hours at The Table

Breakfast 07:00 AM- 08:30 AM, Lunch 11:30 AM- 01:00 PM, and Dinner 05:00 PM- 06:30 PM

User must submit FINAL MEAL TIMES for standard meal plans to Harvest Table no less then twenty-one (21) days prior to the first day of guest arrival.

C. Standard Meal Plans

Prices specified in the Agreement reflect the standard meal plans at The Table in The Irvine Commons ("The Table"). Meals at The Table are All-You-Care-To-Eat and must be consumed on the premises. If to-go options are needed, arrangements must be made with Harvest Table no less than ten (10) days prior to the first day of guest arrival.

Harvest Table needs a guarantee of fifty (50) guests to open The Table. If User is below fifty (50) guests there will be a surcharge on each meal. A surcharge will be determined based on User guest numbers, along with other potential users or diners eating during User's stay.

Meal passes will be supplied by the University to the User. If a meal pass is lost, Event Services must be notified immediately, and a replacement fee will be incurred for each new pass.

D. Final Guarantee for Standard Meal Plans

User must submit a FINAL GUARANTEE for standard meal plans to Harvest Table no less than fourteen (14) days prior to the first day of guest arrival. User can have no more than three (3) different standard meal plan configurations. Numbers for standard meal plans may not be reduced once the FINAL GUARANTEE is received for any reason including, but not limited to, guests who do not show up and use their standard meal plan or additional meal events that change the number of guests using their standard meal plan. Should the User's numbers increase after the FINAL GUARANTEE has been given, requests can be made to Harvest Table up to seven (7) days prior to the first day of guest arrival, but adjustments are not guaranteed. Changes to guest counts cannot be made less than three (3) days prior to the first day of guest arrival.

E. Water Stations

A complementary water station, including to-go cups, will be available daily outside of the Irvine Commons.

If additional water stations are needed, arrangements, including any financial obligations, must be made directly between the User and Harvest Table no less than twenty-one (21) days prior to the first day of guest arrival.

F. Catering

Catering arrangements, including any financial obligations, must be made directly between the User and Harvest Table no less then twenty-one (21) days prior to the first day of guest arrival. The University is not involved in catering arrangements and does not accept responsibility for catering.

It is the responsibility of the User to notify the University as to which standard meals will be provided at The Table and which meals will be a Harvest Table catered event. User accepts all responsibility for guaranteed numbers given for either meal cards or catered events.

G. Alcoholic Beverages

The possession or consumption of alcoholic beverages by anyone under the age of twenty-one (21) is

prohibited by California law.

Harvest Table Culinary Group (Harvest Table) is the only organization that is permitted to bring to or have alcohol available for an event at the University. Harvest Table carries the appropriate liquor licenses and requires state regulated training for bartenders and wait staff that handle alcohol. Harvest Table requires a minimum of thirty (30) days advanced notice of a bar/alcohol request.

In order to serve alcohol at an outdoor venue, perimeter fencing must be provided at the User's expense. The perimeter fence must be diagramed by Event Services and submitted to Harvest Table for approval a minimum of thirty (30) days prior to the event date. Once the diagram is approved, changes cannot be made.

Should the University or Harvest Table determine any User or User's guest has brought any type of alcohol onto the premises without prior written approval, or allows any minor to consume any alcoholic beverage, the university or Harvest Table reserves the right to close the bar immediately and/or terminate the function entirely at the User's expense. User shall be responsible for providing transportation for the safety and well-being of all guests. In addition, the User will be responsible for all fines, loss of business, assessments, and liability of any nature as a result of the above.

Alcohol is not permitted in the residence halls. Violation of this Agreement may result in the immediate removal of the guests from the residence hall at the University's sole discretion.

V.ADDITIONAL SERVICES AND/OR EQUIPMENT

Sometimes Users arrange for additional services or equipment from the University that are not included in the venue rental rates. Common services or equipment include audio-visual services or equipment, IT services, printing services, or use of the University's Outdoor Programs equipment. Additional services and equipment must be specifically arranged and agreed upon.

VI.FINANCIAL TERMS AND CONDITIONS

The following financial terms and conditions apply to this Agreement.

A. Minimum Revenue Requirement

User will be billed a Minimum Revenue Requirement which is determined by adding the total dollar values of the Venues, Housing, Food Service, and other billable expenses which equal the Total Minimum Initial Projected Amount, and multiplying this figure by 80%.

User understands and fully accepts the Minimum Revenue Requirement due to the University no matter the actual number of guests or spaces and equipment used. Final invoices will be calculated based on the criteria detailed below, and will be whichever is greatest of the following:

1. The Minimum Revenue Requirement, plus Additional Charges as outlined below. Under no circumstances with the User be charged less the Minimum Revenue Requirement.

2. The final requested room set-up specifications and/or diagrams of all needed venues (submitted twenty-one (21) days prior to the first day of guest arrival), the final rooming list of all guests (submitted fourteen (14) days prior to the first day of guest arrival), and the final guarantee for standard meal plans (submitted twenty-one (21) days prior to the first day of guest arrival) if greater than actual numbers, plus Additional Charges as outlined below.

3. The actual number of guests, venues, housing, and food service plans if higher than final guarantees, plus Additional Charges as outlined below.

B. Service Fee

The User understands and agrees that the University adds a service fee of five percent (5%) to the final billable amount for all events.

C. Payment

Payment may be made by check, credit card or wire.

Checks should be made payable to "University of Redlands" and sent to the following address:

University of Redlands
Event Services Department
1200 East Colton Avenue
Redlands, CA 92373

A $25.00 fee will be assessed for returned checks.

For payments less than $25,000, the University accepts payment by credit card.

For Payments more than $25,000, the University prefers wire payment, which can be coordinated with Events Services.

General questions regarding billing should be addressed with Event Services.

D. Deposit Payment

The reservation that is the subject of this Agreement becomes effective when both the Agreement is fully executed and when the University receives payment a deposit (see above). Deposits are non-refundable.

The deposit will be applied to the User's full invoice or to any cancellation fee that may apply.

E. Payment Schedule

Following the conclusion of the event, the University will mail to the User a final invoice that captures any unpaid balances/amounts and any charges incurred during the event as provided for in this Agreement.

The User agrees to pay any invoice within thirty (30) days after receipt of the invoice. Failure to pay the balance due as stated on the invoice within thirty (30) days of the invoice date will result in late fees being charged at a rate of 5% every fourteen (14) days.

The User specifically agrees to be responsible for any and all charges levied consistent with this Agreement, including but not limited to late fees.

F. Additional Charges

1. Damages

The User is responsible for all damages caused by User, User's guests/attendees, and/or User's service providers. Reasonable wear and tear is not considered to be "damages." Should damages occur, the University will provide as much detailed information concerning the location of damages and, if possible, the date and time they occurred (or were discovered) along with a photograph. All decisions regarding damages are unilaterally made by the University which is under an obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about damages.

2. Cleaning

Each User (and User's service providers) will be responsible for general cleanup. All decorations must be removed prior to departure. All trash must be placed in the trash receptacles in or near the contracted venue(s). Any glass breakage is to be swept up and removed from the premises. Any plates, bottles, or linens on lawns are to be picked-up. Rental items from service providers must be removed upon departure. No rental items are to be left on University property overnight. A minimum charge of $300.00 will be assessed to the User for rental items left by User or service providers in any venue or University location. The University is not responsible for the delivery, storage, or protection of any property, items, or material goods left in the venue or on University property.

The standard rental of any venue on campus includes a basic "light-cleaning" (which includes vacuuming venue and sanitizing of bathrooms), both before and after the event. No additional fees will be charged for this basic cleaning as it is included in the rental fee. Cleaning that is required that goes beyond light cleaning will be billed to the User at the hourly cleaning rate then in effect. All decisions regarding the necessity of cleaning are unilaterally made by the University which is under an

obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about cleaning.

3. Services or Equipment from the University

   Services or Equipment ordered through the University including, but not limited to, Audio-Visual Services or Equipment, IT Services, Printing Services, and Outdoor Programs equipment will incur additional charges.

4. Services or Equipment from Outside the University

   Sometimes Users need services or equipment that are not available from the University. User accepts financial responsibility for any and all services or equipment rentals obtained from providers outside the University whether the User arranges for these services or equipment directly or whether the services or equipment are arranged by the University on behalf of the User as a courtesy (and at the User's direction).

   User shall ensure that all such entitles or vendors that it retains directly maintain insurance that complies with all requirements stated in the INSURANCE section of this Agreement.

5. Room Setup Changes or Late Submissions

   Rental fees include University setup and take down service for the existing tables and chairs based on University inventory limits for the reserved venues. If the User changes the setup or arrangement after the final venue setup is submitted (or if the setup is submitted late), the University reserves the right to charge the User a late fee of up to $200.00 per day for each day beyond requested room set-up specifications and/or diagrams due date.

6. Time Charges

   User's reservation must include the time needed (including time for User's venders) for set-up and tear-down. If the User exceeds the time limits established in the Agreement, the User understands and agrees that the User will be billed for the additional rental time, rounded up to the next hour, at a rate established in the Agreement (the rate for extra-contractual time will be a minimum of 150% of the average hourly cost of the rental).

7. Late Housing Lists

   The University reserves the right to charge the User a late fee of up to $200.00 per day for each day beyond the FINAL rooming list due date until the User's rooming list is received by the University – outlined in HOUSING, Rooming List.

8. Lost Keys

   Keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of $75.00 each for residence hall/apartment keys. Master keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of $750.00 each. There are NO exceptions to the return timeline.

9. Pool Passes

   Pool passes are available at a cost per guest. Pool passes are valid for a seven (7) day period. The availability of pool passes is contingent upon the pool being open during the User's event and pool passes must be used during the posted hours for general usage. Any guest using the pool who is under the age of eighteen (18) years must be accompanied by a responsible adult who also has a pool pass.

10. Fitness Center Passes

    Fitness Center passes are available at a cost per guest. Fitness Center passes are valid for a seven (7) day period. The availability of Fitness Center passes is contingent upon the Fitness Center being open during the User's event and Fitness Center passes must be used during the posted hours for general usage. Fitness Center usage is restricted to persons eighteen (18) years or older

VII.TERMINATION/CANCELLATION

A. Termination of Agreement by the University

The University does not have the right unilaterally to cancel this Agreement or terminate its obligations under the Agreement absent a force majeure event.

B. Termination of Agreement by the User

User must give written notice of any event cancellation or termination of the Agreement. A cancellation that is received by the University more than ninety (90) days prior to the event date will result in a forfeiture of the deposit User made, together with any costs already incurred to outside vendors. A cancellation that is received by the University ninety (90) days or less before the event date will result in a forfeiture of the entire cost of the event as specified in the Agreement, together with any costs already incurred and agreed to by User. Rescheduling an event is considered the same as cancellation and is subject to the above policy.

VIII.INSURANCE

The University requires all non-university events and Users to either self-insure or carry comprehensive general liability insurance. A certificate of insurance can be purchased through Campus Connexions, the University of Redlands' special event insurance partner: https://redlands.campusconnexions.com/student-insurance/tenant-user-liability-insurance.html. A certificate of insurance can also be obtained through an existing business or homeowner's insurance company. Most insurance companies will provide a rider policy for the day of the event for a nominal fee. This service works for events that are personal in nature - i.e. weddings, parties,

Comprehensive General Liability insurance must list the University of Redlands, its trustees, officers, employees, representatives, and assigns as an additional insured on a primary and non-contributory basis, and must include a waiver of subrogation. A certificate of insurance should be issued by the carrier in the amount of $1,000,000 for each occurrence and $2,000,000 for general aggregate. **The certificate of liability insurance must be received by the University thirty (30) days from the Agreement date**.

If in connection with this Agreement, User or guests of User will include persons under the age of eighteen (18), then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment) with limits of no less than $1,000,000 per occurrence/$2,000,000 aggregate. Note: If the General Liability coverage has any sub-limits or exclusions inconsistent with the above that apply to coverage for sexual misconduct the Certificate of Insurance must define those limits or exclusions.

If the event includes the use of an automobile for the purposes of the activity, automobile insurance is required by the carrier in the amount of $1,000,000 for each occurrence and $2,000,000 for general aggregate.

If the client is bringing workers on campus for the event, workers comp is required at the state-mandated limits.

Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.

For subcontractor insurance requirements, see the Services or Equipment from Outside the University section of this Agreement.

VIX.FORCE MAJEURE

If either party is delayed, interrupted or prevented from the performance of its contractual obligations by reason of an act of nature, fire, flood, war, public disaster, acts of terror, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, pandemic, epidemic, telecommunications failures, network or power failures or interruptions, or any other cause beyond its control, such party shall not be liable to the other therefore, except, however that the User shall remain liable for all non-cancelable costs paid and/or contracted by the University of Redlands before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs for services already rendered or items already consumed.

X.MISCELLANEOUS

A. Animals

No animals of any kind may be brought into or kept in a University venue. Emotional Support Animals (ESAs) are also not permitted. Under Fair Housing Act/HUD guidelines, ESAs must be permitted in a qualifying individual's permanent residence. Because guests are staying in temporary housing on the University of Redlands campus, the University campus does not become a "residence" and thus ESAs are not permitted. Service animals that accomplish tasks for a disabled person are the only animals permitted on campus during events. Prior notification of the need of service animals is requested.

B. Bicycles

Bicycles may not be brought into or kept in residence halls. Ample parking for bicycles is available near each residence hall. The University is not responsible for the security of bicycles. Motorbikes are not permitted inside any building.

C. Cooking Appliances

Guests may not bring their own refrigerator or microwave. Guests may bring and use in their rooms, coffee makers with an automatic shut-off. Appliances which have an open coil or use hot oil are not allowed in residence halls.

D. Decorations

Users may only decorate the venue(s) reserved within this Agreement. Users may not attach tape, florist clay, tacks, screws, nails, or any other adhering devise to any indoor or outdoor property at the University. Decorations may be attached by using reusable all surface poster tack (painter's tape). User may not attach decorations to antique furniture, ceiling fixtures, windows, or doors. No items can be attached to or block vision of emergency exit signs. No items, including pictures, may be removed from walls or shelves in any area of the University. If directional signs are posted outdoors, they must be placed by the Event Services office. Use of confetti, straw, bird seed, rice, silly string, powder, sparklers, glitter, or smoke machine is strictly prohibited.

No open flames of any kind may be used at outdoor events. Only votive candles and hurricane lamps are allowed in indoor venues. Users must place protective drip plates under candles.

Any decorations, flower arrangements, or additional items brought in by the User must be removed at the conclusion of the event. Failure of the User, their guests, or service providers to abide by the building and/or decorating policies may result in additional fees for damage or excessive cleaning.

E. Drugs

User and User's guests' involvement in the use, possession, distribution, or sale of illegal drugs or narcotics is strictly prohibited, including the use of medical marijuana whether a medical marijuana card is issued or not. Non-compliance by anyone associated with the User will result in immediate removal from the residence hall, and dismissal from participation in activities on University property. The University operates under a no tolerance policy and will also report any instances of substance abuse, possession, or sale to local law enforcement for possible prosecution.

F. Elevators

Elevators exist in some University venues for the convenience of guests. Elevators must be used properly. Misuse may result in temporary loss of service and/or a service charge for repairs resulting from that misuse. Notify the University immediately if an elevator failure occurs.

G. Equipment

Equipment needed for gaming tables (billiards, table tennis, etc.) and outdoor courts (volleyball, basketball, etc.) must be supplied by User, not the University. This may include the volleyball nets.

H. Fire Safety

All University venues are equipped with fire safety systems. All attendees must evacuate the building

immediately when the fire alarm sounds. Maps describing evacuation routes are posted within each venue. User should familiarize all attendees with these routes. Misuse or damage to fire safety equipment (sprinkler systems, smoke detectors, fire alarms, pull stations, fire extinguishers, and fire hoses) is strictly forbidden and will result in damage charges to the User and to prosecution.

I. Food Outside of the Irvine Commons

The University strongly discourages food and soft drinks in the dormitories, classrooms, and meeting venues that do not have kitchens. Food and sugar-filled sodas attract ants and cockroaches. The 100+ year old campus is located on the site of former citrus groves. There is a massive ant population which is immediately drawn to open food and soda containers. Crumbs also draw these insects from other areas. It is not unusual for ants to be found on the 3rd floor of dormitories and classrooms. The University sprays routinely for these pests. Your support and diligence in observing this regulation will help make your visit an enjoyable one.

J. Gambling

Gambling of any nature is strictly prohibited on University property.

K. Harassment

The University prohibits aggressive recruitment through proselytizing, selling, etc. to any persons on the University campus. External clients including conferences, meetings, or special events may not use aggressive tactics to engage students, staff, or faculty. Failure to abide by this policy will result in immediate removal from the campus. Additionally, illegal harassment based on protected characteristics also is, of course, prohibited and grounds for immediate removal.

L. Internet

Requests for internet access for User and User's attendees while on campus must be submitted, in writing, to the University. Typically, internet access can be arranged without additional cost; internet access is not guaranteed. If internet access is essential for the event, such access must be specifically requested and arranged in advance at an additional cost. Failure to submit a request in advance may, on occasion, result in inability to provide access to campus internet.

Internet access is also available on campus computers, including in Computer Labs and the Library during hours when available to the public. Children under the age of eighteen (18) may not be left in any computer lab without supervision.

The campus wireless network is a common means for people to access internet services. Due to its over-the-air nature, wireless communications are vulnerable to intrusive attacks. The University accepts no responsibility for the safety of information downloaded by the User or any individual associated with the User. All downloads are done at User's own risk. User accepts full responsibility for the legality of all content downloaded by the User or User's attendees.

M. Language

The use of foul language and profanities is discouraged at all times. The University hosts many groups with diverse backgrounds. Courtesy towards others, both within the User's group and between the User's group and others is expected at all times.

N. Medical Emergency / Injury

In the event of a medical emergency or injury, call Public Safety at 909-748-8888 or 911

O. Minors (under the age of eighteen (18))

For groups whose participants are under the age of eighteen (18)

User hereby agrees and acknowledges that it has complied and will comply with applicable provisions of section INSURANCE regarding insurance for events with minors present or as participants, and with all applicable laws and regulations for the User's operations pertaining to the protection of minors, including but not limited to training for adult advisors, background checks, and reporting obligations for sexual or physical child abuse. By way of clarity and not by way of limitation, User's indemnification of university

under section INDEMNIFICATION expressly applies to any breach of User's obligations under this provision.

P. Misconduct

The University reserves the right to evict any person or persons whose conduct is unacceptable by University standards.

Q. Packages

User will inform the University of Redlands of any materials being shipped to the campus in order to coordinate receipt of all packages. Fees may apply. Packages can be received Monday-Thursday 08:00 AM-04:30 PM and Friday 08:00 AM-11:00 AM. All shipping labels must have the following information, in addition to the designated mailing address for proper handling: User group and person's name, Attention: Event Services.

Please check with the university before shipping packages to confirm that the correct shipping address is being used.

Do not send materials more than seven (7) days prior to the arrival date, as the University has limited storage space. Charges will be assessed for storing or moving these materials. Items received more than seven (7) days in advance of your event may be returned at the User's expense. Also, at the User's own expense, arrangements must be made for the return shipping of any surplus materials. The University reserves the right to discard any materials not removed within seven (7) days after your scheduled departure date. The University is not responsible for mislabeled packages, lost packages, or damages to items shipped, or left for pick-up to/at the University.

R. Personal Property

The University assumes no responsibility for loss, theft, or damage to personal property belonging to the User or to any of the User's guests. Guests who believe they have left personal effects behind may contact Public Safety or Event Services

While the University attempts to return personal effects to their proper owners, it cannot assume responsibility for any item found at a venue. To prevent loss, participants should reclaim their personal effects from the University as soon as possible. The University cannot hold items longer than fourteen (14) days after the last day of conference residency.

All shipping charges associated with the return of property to the User or a User attendee will be the responsibility of the individual. The University will not assume the cost of shipping any item back to its original owner/location.

S. Pool Etiquette/Safety Rules

The University pool is used by all faculty, staff, students and guests of the University. It is expected that all users are respectful and courteous at all times. Safety rules are clearly posted at the entrance. All rules must be followed at all times. Failure to follow established safety procedures will result in a cancellation of pool privileges with no refund of the pool pass fees.

T. Public Safety

For emergency situations, Public Safety is available 24 hours a day, 7 days a week, 365 days a year, and can be reached at 909-748-8888.

U. Publications and Sales

Before the User prints or distributes any publication or other material in which the University venues and/or services are mentioned, or in which any University venues are pictured, User must send a draft of such proposed publication to the University for written approval in order to ensure that University services and venues are properly represented.

The name "University of Redlands" as well as all University logos and trademarks are the sole property of the University. These may not be used without prior consent from the University.

Before the User or User's service providers attempt to sell any merchandise on University property, the

User must first obtain written approval from the University.

V. Quiet Hours

Quiet hours in all shared-use venues are 09:00 PM-09:00 AM daily. Quiet hours in housing are 11:00 PM-07:00 AM. Radios, televisions, stereos, and other such equipment must be operated so as not to disturb other guests. This is to be observed by all guests to ensure a peaceful and comfortable living and learning environment.

W. Smoking

The University is entirely non-smoking. User is responsible for making guests and service providers aware of and in compliance with the no smoking policy. Cleaning charges will be assessed if there is evidence of smoking in any venue.

X. University Rules and Policies

Any individual or organization renting venues at the University must abide by and conform with all applicable University rules, policies, and regulations. The User shall be responsible to make guests, their service providers (event planners, wedding coordinators, musicians, photographers, DJs, rental deliveries, etc.), and other concerned parties aware of and abide by University policies and regulations.

Y. Vehicles and Parking

Vehicles on University property are governed by the University's Department of Public Safety. User and User's attendees assume all responsibility for vehicles on University property. Under no circumstances is the University responsible for damage to any vehicle while located on University property. All parking is subject to guidelines established by the Department of Public Safety. Parking permits are not required, but all state, local, and campus parking laws/policies must be followed.

Z. Visitation

All non-resident visitors within a residence hall are required to be escorted at ALL times by a resident of that residence hall. University staff may require the User to request any participants or group of participants to leave the residence hall(s) and/or University property if regulations/procedures specified in this Agreement are violated.

AA. Weapons

The University and California Penal Code prohibit carrying or possession of weapons on University property. "Weapon" means any object designed to inflict a wound, cause injury, or incapacitate, including, but not limited to firearms, BB/pellet/air soft guns, paint guns, knives with blades 2.5 or more inches in length, dangerous chemicals such as mace, pepper spray, or tear gas, or any object prohibited by law.

BB. Windows

Window screens, where provided, are not to be removed for any reason. User will be charged for each window screen removed or damaged.

XI.EXTERNAL SERVICE PROVIDERS

User, or a representative of User, must be on the premises when external service providers are on campus and must be available to accept deliveries. All external service providers (rental companies, florists, musicians, etc.) that are contracted directly with User are the sole responsibility of the User. Service providers arranged by the University will be managed by the University. All service providers, regardless of how they are engaged, must provide a certificate of liability insurance as outlined in INSURANCE.

XII.INDEMNIFICATIONS

User hereby assumes all responsibility for the safety and welfare of guests during the event. No illegal activities of any kind are permitted on the University of Redlands campus.

User shall defend, indemnify and hold harmless the University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such

liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of User, User's guests, or User's service providers, or Users breach of any provision of this Agreement.

User, if a charitable organization, association, corporation, entity or individual, having or claiming immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption against the University.

XIII.COMPLIANCE WITH STATE AND LOCAL LAWS AND REGULATIONS

Individuals and/or organizations renting venues at the University shall comply with all laws – federal, state and local – including all ordinances of the City of Redlands. All rules, regulations, and requirements of the police and fire departments shall be observed.

If requested by the University, any permit, license or tax required for any activity shall be purchased/paid by the User and made available to the University. It is also the responsibility of the User to determine which laws and ordinances apply to the activity of the User and to ensure compliance with same. Should any violation be found to exist, User hereby assumes all responsibility for correcting or removing such violation.

XIV.DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, the University and User agree first to attempt to work out their differences with each other in good faith. If the matter cannot be resolved through good faith efforts, the parties agree to submit the matter to binding arbitration as follows below. This Agreement is governed by the laws of the State of California, as applied to contracts made and to be performed in California.

Arbitration

All controversies, disputes or claims (including those based upon statute, tort or public policy and those brought against individuals or other entities) arising out of or relating to this Agreement, the services to be performed under it, or the breach thereof, shall be determined by arbitration in accordance with the procedures established below.

Arbitration must be initiated by a party providing the other party with a written demand to arbitrate and notice of selection of one arbitrator.

Within five (5) calendar days of receipt of the written demand to arbitrate, the second party shall select one arbitrator and give notice of its choice to the first party. The two arbitrators so selected shall be unrelated to and unaffiliated in any way with either of the parties. The two arbitrators so selected will together choose a third arbitrator within five (5) calendar days after the selection of the second. In the event that the two are unable to agree upon a third arbitrator, either party may petition the presiding judge of the San Bernardino County Superior Court, for the appointment of a third arbitrator.

Within five (5) calendar days after the selection or appointment of the third arbitrator, each party shall submit a proposed decision to the arbitrators with appropriate findings of fact and conclusions of law to support the proposed decision. A copy of the proposed decision shall be given to the other party and to all arbitrators.

Within seven (7) calendar days after the submission of the two proposed decisions, the arbitrators will hold a hearing at which the parties to the dispute may submit evidence and examine witnesses. The arbitrators, if necessary, may issue subpoenas upon the request of the parties to compel the testimony of third parties and the production of documents as provided in Section 1282.6 of the California Code of Civil Procedure. There shall be no pre-hearing discovery, except for the foregoing. Testimony shall be taken under oath and the parties may be represented by legal counsel.

The arbitrators, by majority decision, shall issue a written decision within five (5) calendar days after the conclusion of the hearing. The decision of the arbitrators shall be final and binding upon the parties and may be entered as a judgment in a court of competent jurisdiction. The arbitrators shall not have the authority to amend, modify or delete any provision of this Agreement.

The costs of the arbitrators shall be split equally between the parties. Each party shall bear its own cost of arbitration, including fees of its counsel.

XV.NON-DISCRIMINATION

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

XVI.ENFORCEMENT

The University's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

XVII.PREVAILING LANGUAGE

In the event that the language in this Agreement conflicts with any language in any other documents related to this Agreement, the language in this Agreement shall prevail.

XVIII.ENTIRE AGREEMENT

This Agreement, and its accompanying Addendums, constitute the entire agreement between the University and User with respect to its subject matter and may be amended only by written notification between both parties. Any and all other proposals, negotiations, promises, arrangements, or understandings, whether oral or written, made prior to this Agreement are hereby extinguished and considered null and void by both parties. University and User guarantee that, except as set forth in this Agreement, no representatives, warranties, or promises have been made to each other by their respective agents, representatives, or employees with respect to this Agreement. Neither User nor the University may assign their rights or obligations under this Agreement without the express written consent of the other party

XIX.FILM SHOOT

If the User videotapes, films, take digital images, still photography, or anything intended for motion pictures or other published media, the FILMING GUIDELINES, ADDENDUM TO AGREEMENT must be completed by the User, and its terms are incorporated by reference into this Agreement contract and binding on the User.

This space intentionally left blank.

XX. Mutual and Binding Agreement

This Agreement, when signed and dated below by the respective authorized representatives of University and User will be considered in force and legally binding on both parties. The User acknowledges reviewing and accepting the cancellation provisions. The person(s) signing this Agreement shall have the authority to bind their respective organizations and agree to the terms and conditions herein. The parties agree that the electronic signature, whether digital or encrypted, of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such parties to this Agreement.

City of Redlands

Signature

Eddie Tejeda, Mayor

Date

ATTEST:

Signature

Jeanne Donaldson, City Clerk

Date

University of Redlands

Signature

Printed Name

Date

University of Redlands Event Services
1200 E. Colton Ave
PO Box 3080
Redlands, CA 92373

www.redlands.edu/event-services
events@redlands.edu
(909) 748-8116

Revised January 2023

City Council Meeting **G. 11.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Human Resources Director Meteau)

MOTION(S):

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

I move to approve the side letter of agreement between the City of Redlands and the Redlands Association of Fire Management Employees modifying language in Article 19 to clarify sick leave benefits at the time of retirement.

RECOMMENDATION:

Staff recommends that the Council approve the Side Letter of Agreement between the City of Redlands and Redlands Association of Fire Management Employees.

DISCUSSION:

On July 25, 2023, the Council approved a Memorandum of Understanding (MOU) between the City and the Redlands Association of Fire Management Employees(RAFME). This MOU included the option for employees to deposit their sick leave balance into a Post- Employment Health Plan (PEHP), cash out a portion of their sick leave, or utilize sick leave towards service credit at the time of retirement. After further review of the PEHP with the plan administrator, it was determined that it is not allowable to offer both the option of cashing out sick leave and depositing into the PEHP. The City met with representatives of the RAFME and agreed to modify Article 19 of the current MOU. This new language

clarifies the benefit provided to unit members. All employees in the unit with less than 15 years of service will have the option of cashing out sick leave as outlined in the MOU or utilizing sick leave towards service credit at the time of retirement. All other provisions of the MOU remain unchanged.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Robert Meteau, Director, HR/Risk Management

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Tommi Ng, Assistant Director, HR/Risk Management

Fiscal Impact

Discussion:
There is no fiscal impact associated with this item.

Attachments

RAFME Side Letter

CITY OF REDLANDS AND REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES
SIDE LETTER OF AGREEMENT (2024)

This Side Letter of Agreement amending the July 1, 2023 – June 30, 2026 Memorandum of Understanding between the Redlands Association of Fire Management Employees (RAFME) and the City of Redlands ("City") is made and entered into this 2nd day of April, 2024. RAFME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 25, 2023, RAFME and the City agreed to a Memorandum of Understanding ("RAFME MOU") for the period of July 1, 2023 to June 30, 2026; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 19, of the RAFME MOU; and

WHEREAS, representatives of the City and RAFME have met and conferred in good faith, and now wish to effect changes with respect to Article 19.

NOW, THEREFORE, in consideration of the mutual promises contained herein, RAFME and the City agree as follows:

AGREEMENT

Section 1. Article 19 of the RAFME MOU, entitled "Sick Leave" is hereby amended to read as follows:

ACCRUAL

Association employees who work a forty (40) hour week shall accrue sick leave at a rate of 3.7 hours per pay period. Shift employees shall accrue sick leave at a rate of 5.6 hours per pay period; sick leave shall be taken in twenty-four (24) hour shifts.

SICK LEAVE BUY-BACK PROGRAM

Association employees may accumulate sick leave from calendar year to calendar year to an unlimited amount or participate in the City's Sick Leave Buy Back program. In order to participate in the buy-back, the employee must have a minimum of 96 hours of sick leave on the books. In November of each year, Association employees may elect to be paid cash at their current hourly rate for any hours earned in the following year in accordance with the schedule below, less any sick leave hours used during that period. The payment will occur in November of the following year. The election is irrevocable and may not be changed after the election is made.

MAXIMUM BUY-BACK HOURS PER YEAR	
40 hour personnel	96
Shift Personnel	144

Section ***Section 1.02***

ACCRUAL PAYMENT UPON RETIREMENT

A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an Association employee prior to retirement, members with less than fifteen (15) years' of service with the City may elect one of the following options for payment of unused sick leave:
    1. At the time of service retirement, disability retirement, separation, or at the death of an active Association employee, one hundred percent (100%) of accrued sick leave may be cashed out at the prevailing hourly rate.
    2. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES

_____
David Ketcherside, President

City Council Meeting **H. 1.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Ordinance No. 2961 –
(Mayor to declare meeting open as a public hearing)

1. **Public Hearing** to consider a recommendation 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.

2. Finding 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. (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 City Council determines the staff recommendation is appropriate, the following motion is provided:

I move to introduce Ordinance No. 2961.

COMMISSION RECOMMENDATION:

On February 27, 2024, the Planning Commission unanimously adopted Resolution No. 1655 recommending that the City Council approve Ordinance Text Amendment No. 366.

BACKGROUND:

The applicant 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). Smaller areas of remnant groves with A-1 zoning include parcels near the Redlands Municipal Airport (northeast Redlands).

The applicant's stated intent is 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. Some grove owners in areas of north Redlands experiencing encroachment by urban development have chosen to cease growing crops entirely and sell the land to home builders. 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.

Project Description:

The applicant, Two Canyon Farmers Guild, has applied for Ordinance Text Amendment No. 366 to permit agricultural tourism in the A-1, Agricultural District. Agricultural tourism (or "agri-tourism") is a broad concept that includes a variety of activities including:

- On-farm direct sales (farm stand, u-pick, pumpkin patch, etc.);
- Educational activities (classes, camps, tours, farm experience excursions, tastings, petting zoos, etc.);
- Accommodation and lodging (farm stays, bed & breakfast, tent camping, cabins, etc.);
- Outdoor recreation (picnic, horseback riding, biking, photography, etc.); and,
- Entertainment and special events (wedding venue, corn maze, harvest festival, farm dinners, etc.).

The proposed ordinance includes a definition for “agritourism” as well as a statement of intent. 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.” The stated purpose is to allow 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.

ANALYSIS:

A) Zoning Code Amendment

The main elements of the proposed code amendment are the following:

1) Expand the list of permitted and ancillary land uses (secondary and supplemental to primarily agricultural uses) in the A-1, Agricultural zone;
2) Expand the list of conditional land uses (secondary and supplemental to primarily agricultural uses) for the A-1, Agricultural zone;
3) Adopt new development standards and operating standards for agritourism facilities; and,
4) Adopt new sign regulations pertaining to agritourism facilities in the A-1 zone.

These are described in greater detail below. The applicant’s original request also included a provision to allow farmworker housing, however, that component has been removed from this application (and will be addressed in a separate code amendment updating the City’s housing definitions and regulations as part of the 2021-2029 Housing Element work program).

1) Permitted Uses

New permitted uses (i.e., allowed by-right with no discretionary review required) are proposed to include the following:

- Roadside stand up to 1,200 square-feet in size (an increase over the current limit of 500 square-feet). The existing regulations only permit “the sale of fruit, vegetables, produce, flowers and other similar products grown on the property.”
- Temporary holiday sales, such as pumpkin lot or tree lot, subject to a permit approved in accordance with the existing regulations in RMC Chapter 18.194 (Temporary Holiday Sales Facilities).
- 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:
  - Preparation of farm-to-table meals (for on-site or off-site consumption).
  - Retail sale of ancillary farm-grown products, prepackaged food items, gardening tools, and other small food- or farm-related sundry items to individual consumers.
  - Retail self-pick or u-pick by customers of produce grown on-site (not to exceed 150 persons daily).
  - Temporary holiday sales facilities, subject to a permit approved in accordance with RMC Chapter 18.194.
  - Walking tours, day classes, farm experience excursions, living history farms, processing demonstrations (not to exceed 150 persons daily)
- Compost production and processing, not to exceed a total of 900 tons per year for on-site use. This would also 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 15 feet above ground level.

2) Conditional Uses

New conditional uses (i.e., allowable subject to discretionary review and a Conditional Use Permit) are proposed to include the following:

- Wedding venue, indoors or outdoors, on non-prime agricultural land.
- 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 the following:

1. Bed and breakfast, farm-stay, general camping facilities, glamping facilities, or resort hotel.
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 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.

3) Proposed development standards

This new section includes several proposed development standards and performance standards for agritourism land uses. This section lists the types of rides and attractions that may be provided as well as the types of non-prime soils on which the activities may be conducted. The proposed language is provided in the draft ordinance.

The development standards encourage clustering of agritourism structures, and related improvements and activities, for the purpose of avoiding or minimizing any impacts on agricultural operations and soils.

- On parcels with a minimum of 10 contiguous acres or more in size, all agritourism structures and related improvements 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.
- On parcels less than 10 contiguous acres in size, all agritourism structures and related improvements 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.
- 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.

The development standards also include a 300-foot separation requirement from any surrounding residential or other sensitive uses (church, school, hospital, or park), design and building requirements for any agritourism structures, lighting regulations, noise control regulations, ADA accessibility requirements, and

on-site parking regulations (with a provision that allows waiving the typical requirement for installation of paving).

4) Sign regulations for agritourism uses

The proposed amendment would allow limited commercial signs for approved nonresidential uses (consistent with the existing sign regulations that apply in the Administrative & Professional Office zoning district), temporary signs or banners (consistent with existing sign regulations for temporary signs), plus one small A-frame sign that may be placed adjacent to public right-of-way. The following Section 15.36.390 would be created and added to the sign regulations:

"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 RMC Section 15.36.240 (subsections B through F of this title" (pertaining to portable A-frame signs in the downtown area).

B) General Plan Consistency

The proposed code amendment will be consistent with and implement several Principles and Actions contained in the 2035 General Plan, as listed below. It is evident that this type of code amendment was contemplated in 2015-16 when the draft General Plan Update was being prepared, and is specifically referenced in Action 4-A.40.

Action 4-A.40: 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.

Principle 4-P.23: Preserve agricultural land in the Planning Area and protect it from premature development.

Action 4-A.37: Ensure adequate buffers and transitions between agricultural land and non-agricultural development in order to reduce the potential for land use conflicts.

C) Planning Commission Review

On February 27, 2024, the Planning Commission held a public hearing and received public comments. A total of 17 speakers offered testimony in support of the proposal, including Redlands property owners (farmers), residents, local business representatives, representatives from local school districts, and other interested persons. In addition, a total of 24 written comments were submitted prior to the meeting (almost all from Redlands residents and all in support of the proposal) and were reviewed by Commissioners prior to the meeting. There were no public speakers or written comments opposed to the code amendment.

The applicant provided additional information and clarification in response to Commissioners' questions. Commissioners discussed matters related to land uses and agri-tourism activities, permitting processes, the City's review procedures for temporary uses and proposed development, and other matters pertaining to the agriculture industry in Redlands. The Commission voted 7 to 0 recommending that the City Council approve the ordinance.

ENVIRONMENTAL REVIEW:

The adoption of the proposed zoning amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as the proposal is a code amendment and does not have the potential to result in a significant effect on the environment. Any future development applications or other applications for entitlements may be subject to environmental review on the merits of the individual application(s), and the applicability of CEQA would be determined on a case-by-case basis.

ALTERNATIVES:

The City Council can continue the public hearing and direct staff to address any further issues.

STRATEGIC PLAN:

The proposal is consistent with Priority A (Quality of Life), Strategic Objective No. 4 (Parks, Recreation and Open Space) which states, "Enhance recreational program opportunities."

SUBMITTED BY:
Brian Desatnik, Development Services Director

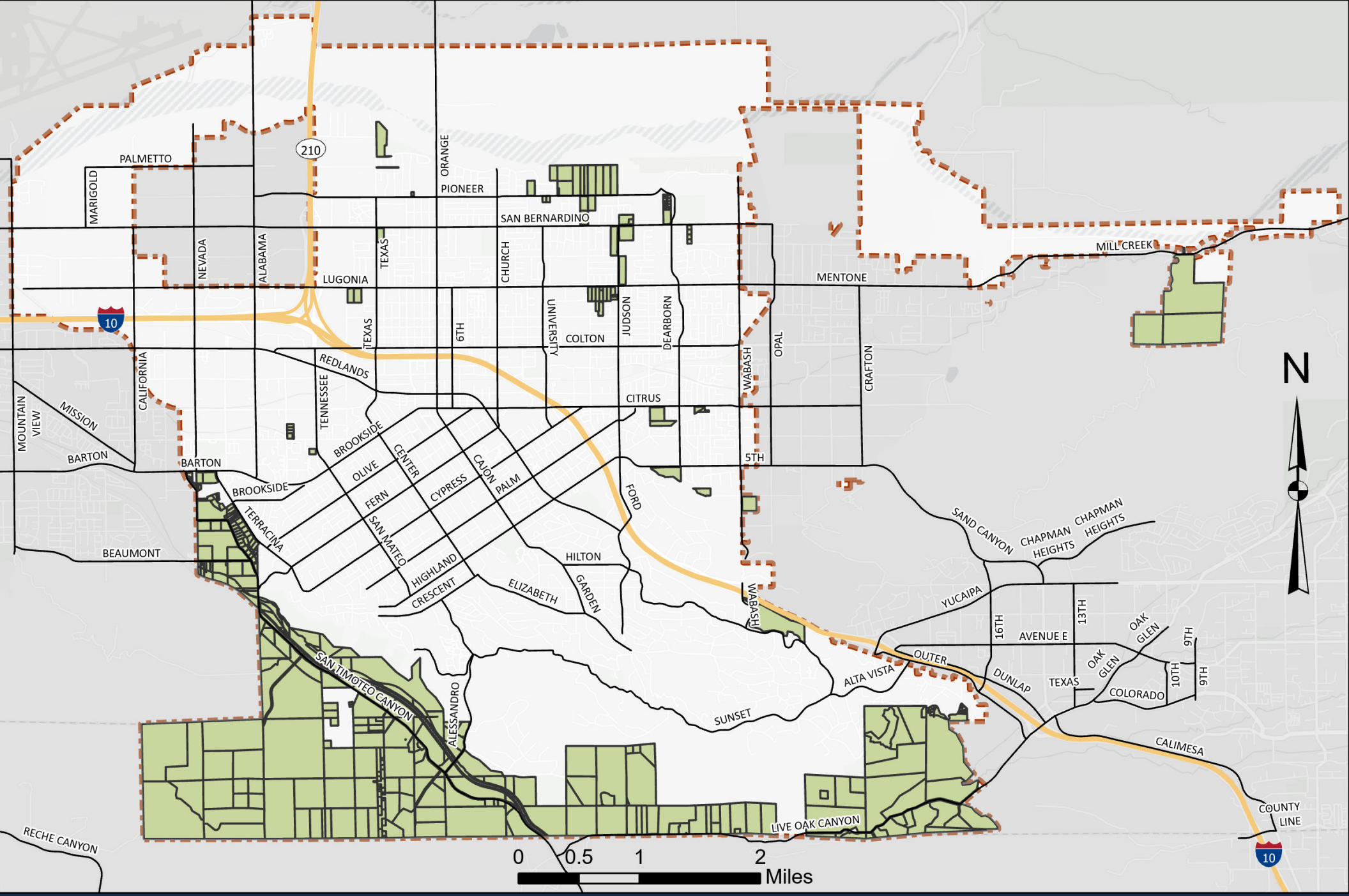
RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

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

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Attachments

Attachment A: Map of the Agricultural (A-1) Zoning District
Attachment B: Examples of Agritourism Uses
Attachment C-1: Ordinance No. 2961 (Legislative)
Attachment C-2: Ordinance No. 2961 (Clean)



A1-Agricultural Zoning Districts

City of Redlands

Author: *Redlands GIS* ***Date:*** *February 15, 2024*

Legend

- Freeway
- Major Street
- A-1 Parcels
- City Boundary

ATTACHMENT B

Examples of Agritourism







ATTACHMENT B

Examples of Agritourism







ATTACHMENT B

Examples of 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 ~~five hundred (500)~~ 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 _____ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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 2nd day of April, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 1.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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, and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council find 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

2. I move that the City Council approve the Professional Services Agreement with The Cultural Planning Group, LLC.

RECOMMENDATION:

Staff recommends that the City Council find 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.

Staff further recommends that City Council approve the 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.

DISCUSSION:

The Cultural Arts Commission (Commission) promotes public interest in the Arts, recommends new art programs and funding for those programs, and recommends to the City Council policies to encourage, develop, and support the Arts in Redlands. The Commission also advises the City Council on the administration of the City's Art in Public Places program.

In May, 2022, City Council received and filed the Arts Economic Impact Study completed for the City of Redlands by the Americans for the Arts. The study prepared for the City of Redlands

incorporates the Arts & Economic Prosperity 5 National Study (AEP5 Study), published in 2017. It is the most comprehensive economic impact study of the nonprofit arts and culture industry ever conducted. The AEP5 Study documented the economic contributions of the arts in 341 communities and regions across the country, representing all 50 states and the District of Columbia.

The economic impact on the City of Redlands from nonprofit arts and culture organizations and their audiences was found to support 416 full-time equivalent jobs, with over $609,000 in revenue generated for local government and over $3,390,000 in event-related expenditures annually.

After review of the Arts Economic Impact Study, the 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 such, the City advertised a Request for Proposals for the development of an Arts and Culture Master Plan on April 27, 2023. Forty-two vendors were solicited, and eight responsive bids were received on June 15, 2023. A list of the firms is provided in the table below:

Firm Name	Responsive Proposer	Responsible Proposer	Cost Proposal
Arts Consulting Group	X	X	X
Berry, Dunn, McNeil & Parker	X	X	X
Boules Consulting	X	X	X
Citygate Associates	X	X	X
Cultural Planning Group	X	X	X
CVL Economics	X	X	X
DVDL Design Decisions	X	X	X
Nine Arts	X	X	X

A selection committee reviewed and ranked each organization based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required in accordance with the City's procurement policy. Cultural Planning Group was selected as the most highly qualified firm, based on the response to the scope of work provided in the RFP.

The proposed project is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15061(b)(3). Section 15061(b)(3) applies to those activities where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Staff has determined that the development of an Arts and Culture Master Plan will not result in a physical change in the environment. Therefore, approval of the Professional Services Agreement is exempt from further CEQA review.

ALTERNATIVES:

Council may choose not to approve the professional services agreement for the development of an Arts and Culture Master Plan and direct staff accordingly.

STRATEGIC PLAN:

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

PREPARED BY:
Tricia Swope, Manager, Facililities and Community Services

Fiscal Impact

Fiscal Year:	FY 2023-24
Appropriation Required Y/N:	No
Amount:	$126,000
Budgeted Y/N:	Yes
Account No.:	101300

Discussion:

Sufficient funding for this service is included in the Facilities and Community Services Administrative Division's (101300) budget for Fiscal Year 2023-24 as approved by City Council.

Attachments

A. Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Development of an Arts and Culture Master Plan ("Agreement") is made and entered in this 2nd day of April 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and The Cultural Planning Group, LLC, a California limited liability company. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Development of an Arts and Culture Master Plan services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tabitha Crocker, Facilities and Community Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Twenty-Six Dollars ($126,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit periodic invoices to City according to an agreed-upon payment schedule based on milestones and deliverables. 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:

David Plettner-Saunders, Partner
The Cultural Planning Group, LLC
6878 Navajo Rd, Unit 58
San Diego, CA 92119
david@culturalplanning.com
Phone: 213-500-6692

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

THE CULTURAL PLANNING GROUP

By: _____
David Plettner-Saunders, Partner

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall complete execution of the items listed below to develop the City's first Arts and Culture Master Plan to advance the cultural arts and creative economy of Redlands. This effort involves development of mission, vision, and goals for the City's Arts and Culture Master Plan, including a focus on cultural equity.

The process and product of which is to include, but not be limited to the following:

Art and Culture Programming

- Outreach to and engagement of the Redlands community, including a diverse range of stakeholders.

- Facilitate and manage activities and communications with designated City staff including, but not limited to, meeting schedules, agendas and material preparation for planning purposes and progress updates.

- Perform an assessment of the City's assets and opportunities for public art, including potential locations. This includes reviewing and becoming familiar with existing policies, documents, and local codes, as well as planned future developments.

Art in Public Places Program

Recommend formal policy guidelines and procedures for the Art In Public Places program based on industry best practices, that incorporate existing policies and any recommended policy updates and cover the following elements:

- Recommendation of programs and strategies to increase funding for public art in Redlands.
- Identification of sites for future temporary and permanent public artworks.
- Recommendation and prioritization of new public art programming, including temporary and permanent physical art grants, cultural art grants, and other programs.
- Criteria for the siting of public art projects;
- Guidelines for inclusion of public art in public and private development projects;
- A general process by which artists are commissioned and selected;
- Creation and/or update of recommended public art policy guidelines for administration of on-site public art and public art grants, including maintenance, conservation and deaccession policies.
- Standards for maintenance funding and managing public art inventory;

Produce a written Master Plan that is a detailed narrative and illustrative document that includes:

- Vision and mission statements for the City's Art and Culture program;
- Summary of research, findings, and community input results;
- Discussion of existing programs, policies and resources;
- Recommended changes to the City's public art policies and processes,
- Recommended programs and initiatives that align with the established vision for the City's Public Art program;
- Opportunities and strategies for partnering with key community stakeholders to further the vision for the public art program;
- Analysis of current public art funding sources and recommended additional models and opportunities for arts funding;
- Recommendations for documenting and archiving existing public art inventory, including private art installations and artwork installed under the Art In Public Places program;
- Strategies for the preservation of accessible space in private and public developments for public art installations;
- Identification of sites for future permanent and/or temporary public art projects;
- Strategies for ongoing community engagement and outreach, taking into account the City's limited resources;
- Clear and feasible goals and implementation strategies that take into account the City's available resources, and include short and long-term initiatives, estimated budget and costs, and implementation dates;

Provide electronic copies of the completed Master Plan, as well as electronic copies of all accompanying supplemental materials in a format to be determined by the City.

Participate in up to three working sessions with the Cultural Arts Commission, and a final presentation of the Public Art Master Plan to the Cultural Arts Commission and the Redlands City Council, including preparation of presentation materials (PowerPoint presentation, information boards, handouts, etc.).

Deliverables:

- Workplan and Schedule
- Communications Plan
- Cultural Arts Commission overview of process, roles, and responsibilities
- Community engagement strategy and schedule
- Community workshops (summarized in draft form)
- Stakeholder interviews and discussion groups (summarized in draft form)
- Community survey report
- Cultural Asset inventory and maps; City to assist with GIS mapping
- Creative economy analysis
- Best Practices summary
- Draft Master Plan including summary of engagement and research findings
- Revised final draft master plan, including implementation plan
- Presentation materials for the master plan

EXHIBIT "B"
PROJECT SCHEDULE

• Project Initiation & Background Research	Months 1-2
• Site Visit #1 (3-day onsite visit) Project Start-up and Initial Community Engagement	Month 3
• Interim Activities	Months 4-5
• Site Visit #2 (3-day onsite visit) Continued Stakeholder and Community Engagement	Month 6
• Interim Activities	Months 7-9
• Site Visit #3 (2-day onsite visit) Draft Arts and Culture Strategic Master Plan	Month 10
Interim Activities	Month 11
• Site Visit #4 (1 day) Plan Adoptions	Month 12
Post-Adoption Assistant	Six Months

EXHIBIT "C"
Fee Schedule

	CPG		Kearns & West		Arts Connection
	Partner	**Partner**	**Director**	**Associate**	**Executive Director**
Hourly Rate	$220	$220	$210	$160	
Consultant Fees	$34,320	$36,520	$11,970	$15,680	$5,000
Direct Costs			$1,200		
Contingency	$1,000				
Travel Expenses	$8,266				

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.

THE CULTURAL PLANNING GROUP, LLC

By:_____ Date: _____
David Plettner-Saunders, Partner

City Council Meeting **I. 2.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Second Amendment to the Agreement with Applied LNG Technologies, LLC to increase the total agreement amount not to exceed $3,909,879, an additional expense appropriation of $137,000, and a revenue appropriation in the amount of $243,000 for the Equipment Maintenance Fund (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 to approve an additional expense appropriation in the amount of $136,902, and a revenue appropriation in the amount of $243,000 for the Equipment Maintenance Fund; and

2. I move to approve the Second Amendment to the Agreement with Applied LNG Technologies, LLC.

RECOMMENDATION:

Staff recommends approval of an additional expense appropriation in the amount of $137,000, and a revenue appropriation in the amount of $243,000 for the Equipment Maintenance Fund. Staff further recommends that the City Council approve the Second Amendment to the Agreement with Applied LNG Technologies, LLC to amend the first and second extended term cost to an amount not to exceed $774,000, for a total agreement amount not to exceed $3,909,879.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the maintenance and operation of the City's fuel station at the corporate yard. Two of the primary fuels dispensed at the fuel station are Renewable Liquefied Natural Gas (RLNG) and Compressed Natural Gas (CNG). These fuels are used by the City's fleet of natural gas vehicles in addition to being sold to external customers such as Amazon, Burrtec, and CR&R.

On May 17, 2022, the City Council approved an agreement with Applied LNG Technologies, LLC for the supply and delivery of RLNG for an initial one-year term, with two additional one-year term extensions. On February 21, 2023, the City Council approved the first amendment to the agreement to increase the total agreement amount. 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.

ALTERNATIVES:

The City Council may elect not to approve the amendment and additional appropriation. However, that will adversely affect the City's ability to operate the L/CNG fuel island.

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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	$137,000
Account No.:	607900

Discussion:

The additional appropriation amounts include anticipated expenses and revenues through June 30, 2024. An additional expense appropriation of $137,000 will be applied to the Equipment Maintenance Division Fund (607900) and will be offset by an additional revenue appropriation in the amount of $243,000 from anticipated outside fuel sales for an estimated profit of $105,415.

Attachments

A. Second Amendment with Applied LNG Technologies, LLC

B. Agreement and First Amendment with Applied LNG

C. Additional Appropriation Form

SECOND AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This Second Amendment ("Second Amendment") to the agreement for the supply and delivery of renewable liquid natural gas ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Applied LNG Technologies, LLC, a Delaware limited liability company ("Consultant"), is made and entered into this 2nd day of April 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically the payments to contractor;

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 Contractor," is hereby amended to read as follows:

"The compensation for Contractor's performance of the Services shall not exceed the amount of Two Million Three Hundred Sixty-One Thousand Eight Hundred Seventy-Nine Dollars ($2,361,879) 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 Seventy-Four Thousand Dollars ($774,000) for the first Extended Term; and Seven Hundred Seventy-Four Thousand Dollars ($774,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Three Million Nine Hundred Nine Thousand Eight Hundred Seventy Nine Dollars ($3,909,879). 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 "A," titled "Scope of Services," which is 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 NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of April 2, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

APPLIED LNG TECHNOLOGIES, LLC

By: _____
Edward McKenna, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the supply and delivery of renewable liquid natural gas ("Agreement") is made and entered in this 17th day of May, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Applied LNG Technologies, LLC ("Consultant"). 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 supply and deliver renewable liquid natural gas ("RLNG") and associated services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner.

4.2 The initial term of this Agreement shall commence on its Effective Date and end on June 30, 2023 (the "Initial Term"). 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 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of six hundred thirty seven thousand ninety eight dollars ($637,098.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of six hundred thirty seven thousand ninety eight dollars ($637,098.00) for the first Extended Term and six hundred thirty seven thousand ninety eight dollars ($637,098.00) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million nine hundred eleven thousand two hundred ninety four dollars ($1,911,294.00). City shall pay Contractor on a total price per RLNG gallon (fixed price excluding commodity and tax fluctuations on a monthly basis as further described in this sentence) delivered calculated using the monthly adjusted Natural Gas Price Index based upon Southern California Border price in accordance with Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this 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	Edward McKenna, CEO
City of Redlands	Applied LNG Technologies, LLC
35 Cajon Street	5716 Corsa Avenue, Suite 200

P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

Westlake Village, CA 91362
Emckenna@appliedlng.com
818-450-3652

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 "B," 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 ten (10) 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 (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) 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, drawings, specifications, reports, 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.

8.9 City warrants that all RLNG purchased by City pursuant to this Agreement shall be consumed as a vehicle fuel (either as LNG or LCNG) and City shall provide Contractor with reasonable cooperation with respect to the requirements for the generation of RINs

under the EPA renewable fuels standard and LCFS Credits under the California Air Resources Board Low Carbon Fuel Standard. Contractor shall generate and retain all LCFS Credits, RINs, and any other emission reduction credits or environmental attributes or credits available (if applicable), related to the RLNG provided by Contractor to City pursuant to this Agreement except for federal and state tax credits available and allowed under Internal Revenue Code Sections 6426 and 6427 which shall be filed for and retained by City.

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

APPLIED LNG TECHNOLOGIES, LLC

By: _____
Edward McKenna, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Renewable Liquefied Gas (RLNG)

NO.		Description	Base Year	Option Year 1	Option Year 2
Commodity Rate	1	So. Cal. Gas Monthly Index: $US/MMBtu (Fixed, Average 2021)	$4.20	$4.20	$4.20
	2	Conversion From: MMBtu to **RLNG** Gal factor (fixed)	12.1	12.1	12.1
	3	**Sub-Total** – Price of **RLNG** Gallon (Line 1 / Line 2)	**$0.3471**	**$0.3471**	**$0.3471**
Vendor Bid	4	Liquefaction (fixed) Per **RLNG** Gallon	$ 0.1950	$ 0.1950	$ 0.1950
	5	Markup/Discount (fixed) Per **RLNG** Gallon	$ 0	$ 0	$ 0
	6	AB 32 Cap & Trade regulation related cost per Gallon	$ 0	$ 0	$ 0
	7	Delivery Fee Per **RLNG** Gallon	$ 0.1000	$ 0.1245	$ 0.1490
	8	Sales Tax 8.75% (applicable)	$ 0.0474	$ 0.0474	$ 0.0474
	9	Total – Price Per **RLNG** Gallon (Fixed Price Including Commodity sub-total (3) and Taxes (8))	**$ 0.6895**	**$ 0.7140**	**$ 0.7385**

The City's total price per RLNG gallon will fluctuate due to monthly commodity index price changes and applicable sales tax. Line Items 2, 4, 5, and 7 will be fixed for the entire base term of the Agreement. The City of Redlands Fleet pays the CA Excise Tax directly to the state and is exempt from Federal Excise Tax.

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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.

APPLIED LNG TECHNOLOGIES, LLC

By: _____
Edward McKenna, CEO

Date: 5.4.2022

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This first amendment ("First Amendment") to the agreement for the supply and delivery of renewable liquid natural gas ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Applied LNG Technologies, LLC. a Delaware Corporation ("Consultant"), is made and entered into this 21st day of February, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically the payments to contractor;

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 Contractor," is hereby amended to read as follows:

The compensation for Contractor's performance of the Services shall not exceed the amount of Two Million Three Hundred Sixty-One Thousand Eight Hundred Seventy-Nine Dollars ($2,361,879) 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 Six Hundred Thirty-Seven Thousand Ninety-Eight Dollars ($637,098) for the first Extended Term; and Six Hundred Thirty-Seven Thousand Ninety-Eight Dollars ($637,098) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Three Million Six Hundred Thirty-Six Thousand Seventy-Five Dollars ($3,636,075). 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 "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of February 21, 2023.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF REDLANDS

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

APPLIED LNG TECHNOLOGIES, LLC

By:

Edward McKenna
Chief Executive Officer

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 2/7/23

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**
Equip. Maint. L/CNG	607900	7302		$ 137,000.00
			$	$ 137,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Equip. Maint. L/CNG Outs	607900	4803		$ 243,000.00
			$	$ 243,000.00

JUSTIFICATION: Increased sales of L/CNG. The additional expense will be entirely offset by revenue from outside fuel sales

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 3.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Facilities and Community Services Director Crocker)

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. 8559.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8559 approving the Master Lease and Purchase Agreement with Caterpillar Financial Services, Inc. for a Caterpillar Model D8 Track Type Tractor for $1,363,518.10.

DISCUSSION:

The City uses a D8 Dozer at the City landfill on a daily basis and plays a crucial role in daily landfill operations. It is utilized for pushing waste into active cells in preparation for proper waste placement and cover 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.

In accordance with the City's procurement policies, the City utilized an existing cooperative contract agreement for Public Utility Equipment with Sourcewell. By utilizing the Sourcewell Cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded.

Agencies can review bid results from more than 50,000 government, educational, and nonprofit organizations and draw from the terms and pricing for similar units and vehicles.

The Master Lease and Purchase Agreement with Caterpillar Financial Services, Inc. reflects a total purchase price of $1,363,518.10 and is for a lease term of 6 years. 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 (6) 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.

ALTERNATIVES:

The City Council may choose to not approve Resolution No. 8559 for the lease Agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority D - Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24
Amount: $272,683.42
Budgeted Y/N: Y
Account No.: 511910-9001
Discussion:

Sufficient funding for this purchase is included in the Solid Waste (511910) budget for Fiscal Year 2023-24 as approved by City Council. The Solid Waste budget operates as an enterprise fund whereby expenses are funded by revenues generated through service fees. Costs associated with subsequent years will be included in budget requests prepared by the Department.

DESCRIPTION	PAYMENT AMOUNT
Sale Price	$1,057,622.16
NVB Fire Suppression System	$17,800.00
CSA 36 M/3000HR Full Service (Parts, Labor, and Fluids)	$24,50000
Documentation Fee	$400.00
Sales Tax @ 8.75%	$96,278.19
Amount to be Financed	$1,196,600.35
Annual Interest Rate	6.99%
Total Lease Amount	**$1,363,518.10**
Year 1 to 5 - Annual Payments	$272,683.42
Year 6 - Final Payment	$101.00

Attachments

A. Resolution No. 8559
B. Exhibit A- Lease Purchase Agreement
C. Concluding Payment Schedule
D. Sourcewell Contract
E. Quote-City of Redlands landfill D8 Waste Configuration
F. Quote-City of Redlands landfill D8 Waste Configuration

RESOLUTION NO. 8559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND OTHER INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the laws of the State of California (the "State") authorize the City of Redlands (the "City"), a duly organized political subdivision and municipal corporation of the State, to purchase, acquire and lease personal property the benefit of the City and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the City want to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar attached hereto as Exhibit "A;" and

WHEREAS, the form of the Agreement has been presented to the City Council of the City at is March 5, 2024, meeting at which this Resolution was adopted;

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

Section 1. The Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the City Council's March 19, 2024, meeting, with any Approved Changes as defined below.

Section 2. The City entered into the Agreement with Caterpillar and the Agreement is adopted as a binding obligation to the City.

Section 3. That changes may later be made to the agreement if the changes are approved by the City's legal counsel and the members of the City Council of the City (the "Approved Changes"), and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes.

Section 4. That Tabitha Crocker, the City's Facilities and Community Services Director, be and is authorized, directed and empowered, on behalf of the City, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents.

Section 5. That the City Clerk of the City is authorized to attest to this Resolution and affix the seal of the City to the Agreement, this Resolutions and any related documents.

Section 6. That nothing in this Resolution, the Agreement, or any other document a pecuniary liability or charge upon the general credit of the City or against its taxing power, except to the extent

that the payments payable under the Agreement are special limited obligations of the City as provided in the Agreement.

Section 7. That a breach of this Resolution, the Agreement, or any related document will not impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the City as provided in the Agreement.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of March, 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 19th day of March, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

LEASE-PURCHASE AGREEMENT

[Attached]

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70131880

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF REDLANDS
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2024 Caterpillar D8T Track Type Tractor - Medium		SEE ATTACHMENT	$101.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 6.99% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to

discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An “Event of Default” will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as “Lessor,” we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not

exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR	**CATERPILLAR FINANCIAL SERVICES CORPORATION**	**LESSEE**	**CITY OF REDLANDS**
Signature	_____	Signature	_____
Name (Print)	_____	Name (Print)	_____
Title	_____	Title	_____
Date	_____	Date	_____
		Signature	_____
		Name (Print)	_____
		Title	_____
		Date	_____

1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF REDLANDS

2. PAYMENT SCHEDULE

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1 - 5	_____	$272,683.42
6	_____	$101.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

CITY OF REDLANDS

Signature _____

Name (Print) _____

Title _____

Date _____

Signature _____

Name (Print) _____

Title _____

Date _____

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of $1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228,** or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70131880 **Dealer Name:** QUINN COMPANY
Customer's Name: CITY OF REDLANDS
Address: 35 CAJON ST. Suite 30
REDLANDS, CA 92373-4746

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. D8T	2024 Caterpillar Track Type Tractor - Medium			$1,196,200.35

_____
Insurance Agency Insurance Agent's Name

_____
Street Address

_____
City State Zip

_____
Agent's Phone Number Fax Number E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

[ ] To my existing policy number(s)_____, which now provide the coverage required, or

[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70131880

CAT Financial

CUSTOMER INFORMATION		CHANGES TO CUSTOMER INFORMATION
Customer Name:	**CITY OF REDLANDS**	
Physical Address:	**1950 NEVADA ST**	
	REDLANDS, CA, 92373	
Mailing Address:	**35 CAJON ST., Suite 30**	
	REDLANDS, CA, 92373-4746	
Equipment Location:	**1950 NEVADA ST**	
	REDLANDS, CA, 92373	
Business Phone:		
Mobile Phone:		
E-mail Address:		

The changes above apply to: ☐ **Current Request for financing** ☐ **All active contracts**

TAX INFORMATION

Tax Exempt** **Non-Exempt**

Asset outside the City limits Yes _____ No _____

***A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.*

AUTO PAY INFORMATION (Checking Account Information)

☐ **I decline** Auto Pay authorization at this time

☐ **I request and authorize Caterpillar** Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

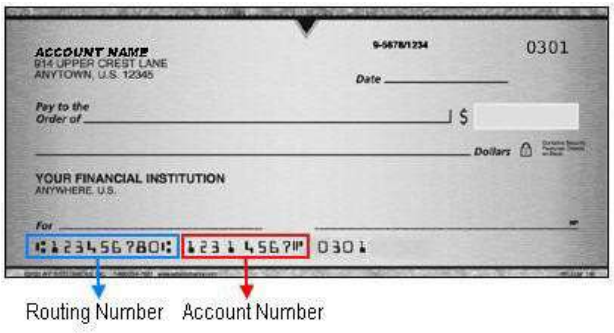
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

_____

Name _____

Title _____

_____

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	03/13/2024	001-70131880

CITY OF REDLANDS
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2024 CATERPILLAR D8T TRACK TYPE TRACTOR - MEDIUM			Upon Receipt.	1	$272,683.42
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT **$** **$272,683.42**

Invoice No.	Total Enclosed
001-70131880 - 1	$

CITY OF REDLANDS
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: QUINN COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number… 4639581
Contract Number 001-70131880

Dated March 5 **, 20** 24
between
Caterpillar Financial Services Corporation
and
CITY OF REDLANDS

Description of Unit: D8T Track Type Tractor:

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	1,196,600.35	272,683.42	0.00	0.00	6.99	849,580.11
total		272,683.42	0.00	0.00		
2	923,916.93	272,683.42	0.00	64,581.80	6.99	658,223.71
total		272,683.42	0.00	64,581.80		
3	715,815.31	272,683.42	0.00	50,035.49	6.99	453,491.50
total		272,683.42	0.00	50,035.49		
4	493,167.38	272,683.42	0.00	34,472.40	6.99	234,448.51
total		272,683.42	0.00	34,472.40		
5	254,956.36	272,683.42	0.00	17,821.45	6.99	94.41
total		272,683.42	101.00	17,821.45		
6	94.39	0.00	101.00	6.60	6.99	0.01
total		0.00	101.00	6.60		
total		1,363,518.10	101.00	166,917.74		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

DocuSign Envelope ID: 5A049601-90E9-4627-9481-1CD33F24FEF4

Letter of Agreement
To Extend the Contract

Between

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #032119-CAT) for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. This Agreement has an expiration date of May 13, 2023, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on May 14, 2024. All other terms and conditions of the Agreement remain in force.

Sou DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

By: _____, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

Date 10/17/2022 | 12:33 PM CDT

Cate DocuSigned by: Patrick Kearns 68A87926721B4E0...

By: _____, Its: Vice President Sales & Marketing - North Am

Name printed or typed: Patrick Kearns

Date 10/19/2022 | 7:56 AM PDT

172888-01



Dec 20, 2023

CITY OF REDLANDS
Attention: Account Payable
1270 WEST PARK AVE
REDLANDS, California 92373

Attention: LOUIE MIRANDA

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: D8 Track Type Tractor including standard and optional equipment as listed below.

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jose Farias

Jose Farias
Machine Sales Representative
Phone 760.399.6404
Email jose.farias@quinncompany.com

One (1) New Caterpillar Inc. Model: D8 Track Type Tractor including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

C15 ACERT diesel engine
Air cleaner, precleaner with strata tube dust ejector
Aftercooler, air-to-air (ATAAC)
Coolant, extended life
Fan, Hydraulic
Four planet, double-reduction planetary final drives
Fuel Water separator
Fuel priming pump, electric
Torque divider
Transmission, electronically-controlled powershift
Engine decelerator and brake pedals
Parking brake, electronic

UNDERCARRIAGE

Track roller frames, Suspended
Master link
Equalizer bar
Guards, end track guiding
Idlers, lifetime lubricated
Rollers, lifetime lubricated
Track sealed & lubricated
Track adjusters, hydraulic
Sprocket segments, replaceable

ELECTRICAL

Lights - 6
Alarm, backup
Alternator, 150 amp
Batteries, 2 Maintenance Free 12V (1400 CCA) (24V system), Heavy Duty
Connector, diagnostic
Starter, heavy duty, 24V
Horn, forward warning
Light, work, underhood

OPERATOR ENVIRONMENT

Heater and air conditioning
Armrest, adjustable
Decelerator pedal
Footpads, dash
Glovebox
Lunchbox storage
Mirror, rear view
Seatbelt, retractable, 76mm (3 inch)
Wipers, intermittent
Electronic monitoring system
Seat, air-suspension

TECHNOLOGY PRODUCTS

RADIOS - Authorization varies by country please contact your Cat marketing lease representative with questions or click on the link below:https://dealer.cat.com /en/products/technology.html

PRODUCT LINK- Availability varies by country, please contact your Cat marketing representative with questions or click on the link below: https://dealer.cat.com/pl/certification

OTHER STANDARD EQUIPMENT

Ripper ready rear hydraulics
Fuel tank (Fast fill ready)
Engine enclosures, perforated, hinged
Front pull device
Guards, bottom hinged
Ground level service center with
-Remote electrical disconnect
-Secondary shutdown switch & hour meter
Hydraulics, independent steering, work tool and fan pumps
Hydraulics, load sensing, dozer lift and tilt
S.O.S. sampling ports
Vandalism protection for fluid Compartments and battery box

MACHINE SPECIFICATIONS

D8 21B TRACTOR	**616-2398**
Electronically controlled, load-sensing rear hydraulics, ripper or winch ready	
LANE 3 ORDER	**0P-9003**
WASTE HANDLING ARRANGEMENT Basic Waste Handling Arrangement Includes chassis guards, heavy duty handles, high debris seal group.	**442-1081**
FINAL DRIVES, STD, WASTE Includes two final drives with double kevlar final drive seal guards for applications where protection from abrasive or winding material is needed. Also includes cast clamshell guards that protect the seal from damage due to winding material.	**384-4604**
ENGINE, THERMAL WRAPPED C15 diesel engine EPA/ARB Tier 4 Final certified with aftertreatment. Provides thermal insulation covering for the machine exhaust system. For use in high debris applications.	**442-1061**
PRECLEANER, SCREEN HIGH DEBRIS Includes engine air cleaner and screened engine precleaner for high debris applications.	**543-5218**
BRAKES, BASIC	**463-0215**
OIL DRAIN, STD	**380-2384**
GAUGE, STD, POWER BOTTOM GRD Provides standard gauge D8 compatible with 24"(610 mm), 26"(660mm) or 28"(710 mm) track.	**510-1187**
UC, HD, SUSPENDED, WASTE Includes Idler seal guard, Pivot shaft seal guard, and provisions for mounting front striker bars.	**379-0277**
TRACK,26" ES,TRAP HD, CTWS	**628-0884**
NO CARRIER ROLLERS	**385-4734**
HYDRAULIC, SINGLE TILT Single tilt dozer installation package	**465-8163**
REAR HYDRAULIC	**523-3235**
ALTERNATOR, 150AMP DUCTED Recommended for use in high debris environment	**530-3046**
HEATER, ENGINE COOLANT 120V	**469-6284**
LIGHTS, TEN, LED Provides 10 LED work lamps, 2 on ROPS facing forward, 2 on ROPS facing rearward, 2 on fuel tank facing rearward, and 4 on TOP of dozer lift cylinders facing forward. Designed to meet most shipping height requirements.	**425-5363**
CAB, DUAL PANE, PRECLEANER Solid dual pane windows. Provides higher cab pressurization for improved cab air quality in dusty applications Powered precleaner High efficiency filter	**516-3359**
SEAT, CLOTH, HEATED Includes heated cloth seat with air suspension.	**398-6909**
PREMIUM CORP RADIO (12V) Premium 12V AM/FM radio with Bluetooth technology, USB port, and 3.5 mm AUX input.	**487-5821**
OPERATORS AR, QUICK OPENING Standard operator controls and platform with quick opening floor plates.	**423-9556**
BASIC, SINGLE TILT	**442-1095**
PRODUCT LINK, CELLULAR PLE742	**486-7008**
FUEL SYSTEM, STD	**388-9402**
GUARDS, BOTTOM PWRD SEALED HD Center opening heavy duty guard for quick, easy clean-out. Guards are hydraulically actuated with a remote switch for improved serviceability and enhanced safety. INCLUDES: Heavy Duty - Sealed Bottom Guards - Hydraulically operated - Powered bottom guards that include a quick-opening feature to	**525-1194**
GUARD, FAN DEBRIS Provides additional protection against fan and radiator damage	**238-9658**
DRAWBAR, RIGID Includes ability to add optional counterweight and includes hitch.	**393-0279**
8SU/U DOZER, SGL TILT, GUARD Provides sleeves to protect cylinder lines in harsh applications INCLUDES: Trunnions - Cylinder lines - Single tilt cylinder	**602-8844**

BLADE, 8U LNDFIL & WR PLT, ARO U blade with Trash Rack, Wear Plate, and Accugrade Ready Mounting	**602-8484**
PUSHARMS, STD	**533-5518**
ENGINE COOLANT, STD (-37C)	**382-5934**
PROTECTION, CYLINDER ROD	**0P-3940**
FUEL ANTIFREEZE, -25C (-13F)	**0P-3978**
SERIALIZED TECHNICAL MEDIA KIT	**421-8926**
INSTRUCTION, DOMESTIC	**616-2400**
LIGHT, WARNING, STROBE Provides a heavy-duty federal signal pulsator single flash (5 joules) strobe beacon unit.	**510-4941**
VISIBILITY AR, CAMERA Provides rear camera system to enhance operator visibility of surroundings and machine. The camera image is shown on primary display.	**510-4950**

PRICE OF D8	$1,305.706.37
SOURCEWELL DISCOUNT (19%)	($248,084.21)
SELL PRICE	**$1,057,622.16**
NVB FIRE SUPPRESSION SYSTEM	$17,800.00
CSA 36M/3000HR FULL SERVICE (PARTS, LABOR and FLUIDS)	$24,500.00
NET BALANCE DUE	**$1,099,922.16**
SALES TAX (8.75%)	$96,243.19
AFTER TAX BALANCE	**$1,196,165.35**

INCLUDES FOLLOWING SERVICE WITH PUCHASE

- **36 Months / 3000 Hours Full Machine Warranty**
- **36 Months / 3000 Hours CSA Preventative maintenance** *(Filters, Oil changes etc. will be covered first 3years or 3000hrs)*
- **36 Months Vision Link Online Access –** *(Equipment Management which allows you to track hours, location, idle time, asset status and fault codes.)*
- **Free Training by Certified Demo Operator:** *(will take 2-3 hours when machine arrives to go over all functions and features as well as daily inspections)*
- **Service & Parts Books** *(Hard Copies)*
- **Free Delivery to City of Redlands location**

Accepted by_____ **on** _____

_____
Signature

Governmental Financing

5 YEAR FINANCING, 6.99 % Interest Rate, Annual Payments $250,742.05

*(On the 6th Year, Purchase option of $101.00) * see amortization below*

These are estimated Interest Rate, subject to change.

Amortization Schedule

Transaction Number 4632664
Customer CITY OF REDLANDS
Model D8T Track Type Tractor
Serial Number

Payment Number	Loan	Starting Balance	Payment	Balloon	Interest	Interest Rate	Principal	Ending Balance
	1,100,322.16							
1		1,100,322.16	250,742.05	0.00	0.00	6.99%	250,742.05	849,580.11
total			250,742.05	0.00	0.00		250,742.05	
2		849,580.11	250,742.05	0.00	59,385.65	6.99%	191,356.40	658,223.71
total			250,742.05	0.00	59,385.65		191,356.40	
3		658,223.71	250,742.05	0.00	46,009.84	6.99%	204,732.21	453,491.50
total			250,742.05	0.00	46,009.84		204,732.21	
4		453,491.50	250,742.05	0.00	31,699.06	6.99%	219,042.99	234,448.51
total			250,742.05	0.00	31,699.06		219,042.99	
5		234,448.51	250,742.05	0.00	16,387.95	6.99%	234,354.10	94.41
total			250,742.05	101.00	16,387.95		234,354.10	
6		94.41	101.00	101.00	6.60	6.99%	94.40	0.01
total			101.00	101.00	6.60		94.40	
total			1,253,811.25	101.00	153,489.10		1,100,322.15	

Ending Balance not equal to early buy out amount.

172888-01



Sourcerwell Account # 18877

January 12, 2024

CITY OF REDLANDS
Attention: Account Payable
1270 WEST PARK AVE
REDLANDS, California 92373

Attention: LOUIE MIRANDA

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

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Sincerely,

Jose Farias

Jose Farias
Machine Sales Representative
Phone 760.399.6404
Email jose.farias@quinncompany.com

One (1) New Caterpillar Inc. Model: D8 Track Type Tractor including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

C15 ACERT diesel engine
Air cleaner, precleaner with strata tube dust ejector
Aftercooler, air-to-air (ATAAC)
Coolant, extended life
Fan, Hydraulic
Four planet, double-reduction planetary final drives
Fuel Water separator
Fuel priming pump, electric
Torque divider
Transmission, electronically-controlled powershift
Engine decelerator and brake pedals
Parking brake, electronic

UNDERCARRIAGE

Track roller frames, Suspended
Master link
Equalizer bar
Guards, end track guiding
Idlers, lifetime lubricated
Rollers, lifetime lubricated
Track sealed & lubricated
Track adjusters, hydraulic
Sprocket segments, replaceable

ELECTRICAL

Lights - 6
Alarm, backup
Alternator, 150 amp
Batteries, 2 Maintenance Free 12V (1400 CCA) (24V system), Heavy Duty
Connector, diagnostic
Starter, heavy duty, 24V
Horn, forward warning
Light, work, underhood

OPERATOR ENVIRONMENT

Heater and air conditioning
Armrest, adjustable
Decelerator pedal
Footpads, dash
Glovebox
Lunchbox storage
Mirror, rear view
Seatbelt, retractable, 76mm (3 inch)
Wipers, intermittent
Electronic monitoring system
Seat, air-suspension

TECHNOLOGY PRODUCTS

RADIOS - Authorization varies by country please contact your Cat marketing lease representative with questions or click on the link below:https://dealer.cat.com /en/products/technology.html

PRODUCT LINK- Availability varies by country, please contact your Cat marketing representative with questions or click on the link below: https://dealer.cat.com/pl/certification

OTHER STANDARD EQUIPMENT

Ripper ready rear hydraulics
Fuel tank (Fast fill ready)
Engine enclosures, perforated, hinged
Front pull device
Guards, bottom hinged
Ground level service center with
-Remote electrical disconnect
-Secondary shutdown switch & hour meter
Hydraulics, independent steering, work tool and fan pumps
Hydraulics, load sensing, dozer lift and tilt
S.O.S. sampling ports
Vandalism protection for fluid Compartments and battery box

MACHINE SPECIFICATIONS

D8 21B TRACTOR	**616-2398**
Electronically controlled, load-sensing rear hydraulics, ripper or winch ready	
LANE 3 ORDER	**0P-9003**
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FINAL DRIVES, STD, WASTE Includes two final drives with double kevlar final drive seal guards for applications where protection from abrasive or winding material is needed. Also includes cast clamshell guards that protect the seal from damage due to winding material.	**384-4604**
ENGINE, THERMAL WRAPPED C15 diesel engine EPA/ARB Tier 4 Final certified with aftertreatment. Provides thermal insulation covering for the machine exhaust system. For use in high debris applications.	**442-1061**
PRECLEANER, SCREEN HIGH DEBRIS Includes engine air cleaner and screened engine precleaner for high debris applications.	**543-5218**
BRAKES, BASIC	**463-0215**
OIL DRAIN, STD	**380-2384**
GAUGE, STD, POWER BOTTOM GRD Provides standard gauge D8 compatible with 24"(610 mm), 26"(660mm) or 28"(710 mm) track.	**510-1187**
UC, HD, SUSPENDED, WASTE Includes Idler seal guard, Pivot shaft seal guard, and provisions for mounting front striker bars.	**379-0277**
TRACK,26" ES,TRAP HD, CTWS	**628-0884**
NO CARRIER ROLLERS	**385-4734**
HYDRAULIC, SINGLE TILT Single tilt dozer installation package	**465-8163**
REAR HYDRAULIC	**523-3235**
ALTERNATOR, 150AMP DUCTED Recommended for use in high debris environment	**530-3046**
HEATER, ENGINE COOLANT 120V	**469-6284**
LIGHTS, TEN, LED Provides 10 LED work lamps, 2 on ROPS facing forward, 2 on ROPS facing rearward, 2 on fuel tank facing rearward, and 4 on TOP of dozer lift cylinders facing forward. Designed to meet most shipping height requirements.	**425-5363**
CAB, DUAL PANE, PRECLEANER Solid dual pane windows. Provides higher cab pressurization for improved cab air quality in dusty applications Powered precleaner High efficiency filter	**516-3359**
SEAT, CLOTH, HEATED Includes heated cloth seat with air suspension.	**398-6909**
PREMIUM CORP RADIO (12V) Premium 12V AM/FM radio with Bluetooth technology, USB port, and 3.5 mm AUX input.	**487-5821**
OPERATORS AR, QUICK OPENING Standard operator controls and platform with quick opening floor plates.	**423-9556**
BASIC, SINGLE TILT	**442-1095**
PRODUCT LINK, CELLULAR PLE742	**486-7008**
FUEL SYSTEM, STD	**388-9402**
GUARDS, BOTTOM PWRD SEALED HD Center opening heavy duty guard for quick, easy clean-out. Guards are hydraulically actuated with a remote switch for improved serviceability and enhanced safety. INCLUDES: Heavy Duty - Sealed Bottom Guards - Hydraulically operated - Powered bottom guards that include a quick-opening feature to	**525-1194**
GUARD, FAN DEBRIS Provides additional protection against fan and radiator damage	**238-9658**
DRAWBAR, RIGID Includes ability to add optional counterweight and includes hitch.	**393-0279**
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BLADE, 8U LNDFIL & WR PLT, ARO U blade with Trash Rack, Wear Plate, and Accugrade Ready Mounting	**602-8484**
PUSHARMS, STD	**533-5518**
ENGINE COOLANT, STD (-37C)	**382-5934**
PROTECTION, CYLINDER ROD	**0P-3940**
FUEL ANTIFREEZE, -25C (-13F)	**0P-3978**
SERIALIZED TECHNICAL MEDIA KIT	**421-8926**
INSTRUCTION, DOMESTIC	**616-2400**
LIGHT, WARNING, STROBE Provides a heavy-duty federal signal pulsator single flash (5 joules) strobe beacon unit.	**510-4941**
VISIBILITY AR, CAMERA Provides rear camera system to enhance operator visibility of surroundings and machine. The camera image is shown on primary display.	**510-4950**

PRICE OF D8	$1,305.706.37
SOURCEWELL DISCOUNT (19%)	($248,084.21)
SELL PRICE	**$1,057,622.16**
NVB FIRE SUPPRESSION SYSTEM	$17,800.00
CSA 36M/3000HR FULL SERVICE (PARTS, LABOR and FLUIDS)	$24,500.00
DOCUMENTATION FEE	$400.00
NET BALANCE DUE	**$1,100,322.16**

2024 Sourcewell Contract#032119-CAT

INCLUDES FOLLOWING SERVICE WITH PURCHASE

- **36 Months / 3000 Hours Full Machine Warranty**
- **36 Months / 3000 Hours CSA Preventative maintenance** *(Filters, Oil changes etc. will be covered first 3years or 3000hrs)*
- **36 Months Vision Link Online Access –** *(Equipment Management which allows you to track hours, location, idle time, asset status and fault codes.)*
- **Free Training by Certified Demo Operator:** *(will take 2-3 hours when machine arrives to go over all functions and features as well as daily inspections)*
- **Service & Parts Books** *(Hard Copies)*
- **Free Delivery to City of Redlands location**

Accepted by_____ on _____

_____
Signature

Governmental Financing

5 YEAR FINANCING, 6.99 % Interest Rate, Annual Payments $250,742.05

*(On the 6th Year, Purchase option of $101.00) * see amortization below*

These are estimated Interest Rate, subject to change.

Caterpillar Financial Services Corporation

Transaction Summary
Customer Data

CITY OF REDLANDS

Legal Name
CITY OF REDLANDS

Billing Address:
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Structure Profile

Transaction Number	4639581	Manufacturer	Caterpillar
Financing Type	GOVERNMENTAL	Assets	Single
Number of Payments	5 Annual	Sale Price	1,099,922.16
Payments	in Advance		
Actual Term in Months	60		
Gross Contract	1,363,499.20	Original Cost	1,099,922.16
		Upfront Tax - Cat Fin	96,278.19
		Doc Fees Fin	400.00
Commencement Date	December 20, 2023	Asset Cost	1,196,600.35
Interest Start Date			
First Payment Date	December 20, 2023		

Single Asset Breakdown

Asset Number		Sale Price	1,099,922.16
New/Used	New	Down Payment:	
Manufacturer	Caterpillar	Cash Payment	0.00
Model	D8T	Trade In	0.00
Model Description	Track Type Tractor - Medium	Other Credit	0.00
Model Year	2024	Rentals Allowed	0.00
Serial Number		Rentals Interest	0.00
		Repairs	0.00
Index		Other Expenses	0.00
CFSC Std Rate	6.9900%	Total Down Payment	0.00
Contract APR	6.9900%	Original Cost	1,099,922.16
Actual CFSC			
		Upfront Tax - Cat Fin	96,278.19
		Doc Fee Fin	400.00
Interest Basis	30/360	Asset Cost	1,196,600.35
5 Stub Payments of	272,699.84		

Special Conditions:
Standard Environment; Major Attachments- Landfill Blade, Air Conditioning, Cab

Taxes
Tax Type: Sales
Payment Type: TAX_UP_FRONT

Jurisdiction	Tax Rate	Tax Amount
STATE	6.0000%	65,995.33
COUNTY	1.2500%	13,749.03
DISTRICT	0.5000%	5,499.61
DISTRICT	1.0000%	10,999.22

Payment Structure:
5 Annual payment(s) of 272,699.84 at 6.9900%
1 Stub payment(s) of 101.00 at 6.9900%

Remarketing comments:
RULE: Standard Construction Environment RULE: Value provided with the expectation that the asset is in average condition for the age and hours represented. Exceptions should be communicated in the comments of the valuation request. Request was automatically processed by the VMT.

Amortization Schedule

Quote number	4639581
Customer	CITY OF REDLANDS
Model	D8T Track Type Tractor
Serial Number	

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
1	1,196,600.35	1,196,600.35 0.00	272,683.42	0.00	0.00	6.99%	272,683.42	923,916.93
total		1,196,600.35	272,683.42	0.00	0.00		272,683.42	
2	923,916.93	0.00	272,683.42	0.00	64,581.80	6.99%	208,101.62	715,815.31
total		0.00	272,683.42	0.00	64,581.80		208,101.62	
3	715,815.31	0.00	272,683.42	0.00	50,035.49	6.99%	222,647.93	493,167.38
total		0.00	272,683.42	0.00	50,035.49		222,647.93	
4	493,167.38	0.00	272,683.42	0.00	34,472.40	6.99%	238,211.02	254,956.36
total		0.00	272,683.42	0.00	34,472.40		238,211.02	
5	254,956.36	0.00	272,683.42	0.00	17,821.45	6.99%	254,861.97	94.39
total		0.00	272,683.42	0.00	17,821.45		254,861.97	
6	94.39	0.00	101.00	0.00	6.60	6.99%	94.40	(0.01)
total		0.00	101.00	0.00	6.60		94.40	
total		1,196,600.35	1,363,518.10	0.00	166,917.74		1,196,600.36	

Ending Balance not equal to early buy out amount.

City Council Meeting **I. 4.**

DATE: 04/02/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8753, 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 (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 adopt 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.

RECOMMENDATION:

COMMISSION RECOMMENDATION

At their December 14, 2023 meeting, the Parks and Recreation Advisory Commission recommended City Council approve the naming of the park in Tract No. 20336 in honor of Jerry Coyazo, naming the baseball field at the park in honor of Joe Gonzales, and the installation of a memorial plaque for Patrick J. Meyer at the base of the park's flagpole.

STAFF RECOMMENDATION

Staff recommends City Council adopt 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 the placement of a commemorative plaque in honor of Patrick J. Meyer on the flag pole at the park.

DISCUSSION:

Resolution No. 7711 includes procedures for the naming of city parks, buildings, streets, and other public facilities. In accordance with this resolution, names for the park and other facilities within the new city sports park being developed as part of Tract 20336 are being recommended for dedication by City Council.

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 the following features in the park:

- One baseball/softball field with bleachers and dugouts
- Six soccer fields
- Sports field lighting
- 1,400 Square foot restroom
- 72-parking stalls within an onsite parking lot
- Multi-use trails with future connection to the Santa Ana River Trail
- One fitness challenge course
- Two water quality basins
- Basketball Court (located east of the public park)

The developer requested that the City name the park, and subsequently, the Parks and Recreation Advisory Commission (PRC) was asked to lead the naming effort in accordance with the park naming resolution. The PRC formed an Ad Hoc Subcommittee to strategize and develop a name for the park. The determination was made to ask the public for suggestions, and a call for names was put out to the community.

Over 150 park name suggestions were received from the public. The suggestions were provided to the Ad Hoc Sub Committee of the Parks and Recreation Advisory Commission for preliminary review. The Sub Committee narrowed the list down to 6 potential names for review by the full PRC. The attached staff report from the December 14, 2023 PRC meeting includes the community recommendations considered by the commission.

On December 14, 2023, the Parks and Recreation Advisory Commission reviewed and discussed the list provided by the Sub Committee and voted unanimously to recommend the following to City Council.

- Name the park "Coyazo Park" in honor of Jerry Coyazo.
- Name the baseball field "Joe Gonzales Field" in honor of Joe Gonzales.
- Place a commemorative plaque in honor of Patrick J. Meyer on the flag pole at the park.

In accordance with Resolution No. 7711, the Parks and Recreation Advisory Commission (PRC) has the appropriate jurisdiction to review and recommend naming of public parks facilities. The PRC determined that the individuals being honored met the criteria of providing a significant contribution to the Redlands community.

ALTERNATIVES:

City Council may choose to deny the naming of these public facilities and provide alternate 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:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	0
Budgeted Y/N:	NO

Discussion:
There will be no impact to the budget as a result of approving this resolution.

Attachments

Resolution No. 8573
PRC Staff Report - Name Recommendations
Resolution No. 7711

RESOLUTION NO. 8573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS COMMEMORATIVELY NAMING THE PARK LOCATED IN TRACT NO. 20336 AS "COYAZO PARK", COMMEMORATIVELY NAMING THE BASEBALL FIELD IN TRACT NO. 20336 AS THE "JOE GONZALES FIELD", AND DEDICATING THE FLAGPOLE AT THE PARK LOCATED IN TRACT NO. 20336 IN HONOR OF PATRICK J. MEYER

WHEREAS, a report has been prepared and submitted by Director Crocker on behalf of the Parks and Recreation Advisory Commission requesting the commemorative naming of the park located in Tract No. 20336 as "Coyazo Park" in honor of Samuel Coyazo who has made significant contribution to the Redlands community as described in Exhibit "A"; and

WHEREAS, the Parks and Recreation Advisory Commission is requesting the commemorative naming of the baseball field within the park in Tract No. 20336 as "Joe Gonzales Field" in honor of Joe Gonzales who has made significant contribution to the Redlands community as described in Exhibit "A"; and

WHEREAS, the Parks and Recreation Advisory Commission is requesting the dedication of the flagpole within the park in Tract No. 20336 in honor of Patrick J. Meyer who has made significant contribution to the Redlands community as described in Exhibit "A"; and

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 7711 on February 21, 2017; and

WHEREAS, in accordance with Resolution No. 7711, the Parks and Recreation Advisory Committee has the appropriate jurisdiction to review park naming recommendations; and

WHEREAS, in accordance with the requirement of Resolution No.7711, Criteria for Naming Parks, Buildings and other Public Facilities, City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least (3) years prior to designating his or her name for a park, building or other public facility, unless waived by the City Council.

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

Section 1. City Council hereby waives the requirement of Resolution No. 7711 that Jerry Coyazo and Patrick Meyer shall be deceased for at least three (3) years prior to designating their names to a facility.

Section 2. That the park located in Tract No. 20336 will be known as “Coyazo Park.”

Section 3. That the baseball field located in Tract No. 20336 will be known as “Joe Gonzales Field.”

Section 4. That the flagpole located in Tract No. 20336 will be dedicated in honor of Patrick J. Meyer.

ADOPTED, SIGNED AND APPROVED this 2nd day 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 2nd day of April 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

1. The Coyazo Family: The Coyazo Family has been a part of the City of Redlands since 1911. The family has contributed to the community in various capacities throughout the years. In 1941, Samuel Coyazo helped build St. Mary's Catholic Church which is located on Columbia Street. He was also a well-known and respected Foreman in the 30's for the orange groves packing industry in Redlands. Sgt Cruz Coyazo, Samuel's, brother, was a WWII Tail Gunner. He was shot down in 1945 and was lost to the family for many years. He's a Purple Heart recipient for his service to his country. In 2021, he was honored by Redlands and given an honorary memorial site at the Hillside Memorial Park. In the 70's, his nephew Michael Coyazo was selected and designed the Veterans Memorial Wall at the Jennie Davis Park in Redlands. Another nephew, Jerome Coyazo, Sr., coached for Redlands Baseball for Youth (RBY) for 47 years and mentored many boys and girls who still call him Coach Jerry. This year he was the recipient of the Cesar Chavez Day proclamation for his contribution as a Redlands citrus worker. The list of family contributions to the community are endless. The Coyazo family has been proud to be part of this community and the beautiful City of Redlands.

2. Joe Gonzales: Joe Raigoza Gonzales was born November 2, 1929 and passed away November 7, 2018 in Redlands. He was second generation Redlands native. He was raised in North Side Redlands. He went to Lincoln Elementary, Redlands Junior High, and Redlands High School. He was employed at Mittens manufacturing plastic lettering. He was employed at Norton Air Force Base until he retired in 1988. He was married to Irene Gloria Sevilla in 1949 and had three daughters. Joe was interested in helping the Latino youth being productive adults. He became a member of the Menudo Group, a community activism group intent on improving facilities for the children of North Side Redlands. He led the efforts for building the Community Center. He had good Police relations with the North Side. He was a member of the Parks and Recreation Committee, a member of the Menudo Group, North Side Impact Committee, North Redlands Visioning Committee. He ran the snack bar at the ball fields, and was a strong advocate for free or low cost sports fees to the children who could not afford it. He was also involved in giving out bicycles to children who could not afford them. Joe was an individual dedicated to helping the less fortunate children of Redlands. He loved the City of Redlands where he was born.

3. Patrick J. Meyer: Patrick J. Meyer ("Pat") has passionately dedicated over four decades to enhancing the City; notably as a City Planner. Remarkably, it was his foresight that conceived the Sports Park, ensuring that it seamlessly melded with the community's vision. Through his guidance, Pat emphasized how vital such a park would be - not just for our new homeowners, but as a testament to the city he deeply cherishes. But this park is more than just fields and goals. Mr. Meyer envisaged it as a scenic introduction to Redlands for those journeying south on Interstate 210. Beyond its aesthetic appeal, this park also stands as a potential revenue

stream for the City via field rentals. Moreover, Mr. Meyer's commitment to Redlands is further exemplified in his effort to conserve England Grove on West Palm Avenue. When its future was jeopardized, Pat played a pivotal role in brokering a settlement with the Friends of Redlands. Due to his initiative, Meritage Homes acquired the property, ensuring its preservation as a cherished historic landmark. These instances merely scratch the surface of Pat's illustrious career. His consistent advocacy for community-driven projects and his knack for cultivating lasting relationships have been instrumental in solidifying Redlands' reputation as the esteemed "Jewel of the Inland Empire".

Parks and Recreation Advisory Commission Meeting

AGENDA ITEM NO. 5.A.

DATE: 12/14/2023
TO: Parks and Recreation Commission Members

SUBJECT:

Consideration of name suggestions for the new park being developed as part of the Live Oak / Bergamot Housing development north of Citrus Valley High School.

MOTION:

If the Parks and Recreation Advisory Commission determines a suitable name for the new park, the following motion is provided:

> "I move to recommend that the City Council accept the recommended name of "*Insert Park Name Here*" for the new park to be dedicated to the City as part of the Bergamot housing development project.

DISCUSSION:

The Subcommittee has reviewed more than 150 submittals of recommended park names and brings the follow list of final candidates for your review and discussion.

1. Coyazo Park

a. Multiple Recommendations Provided By:

i. David Coyazo

- *The Coyazo Family has been a part of the City of Redlands since 1911. The family has contributed to the community in various capacities throughout the years. In 1941, Samuel Coyazo helped build St. Mary's Catholic Church which is located on Columbia Street. He was also a well-known and respected Foreman in the 30's for the orange groves packing industry in Redlands. Sgt Cruz Coyazo, Samuel's, brother, was a WWII Tail Gunner. He was shot down in 1945 and was lost to the family for many years. He's a Purple eart recipient for his service to his country. In 2021, he was honored by Redlands and given an honorary memorial site at the Hillside Memorial Park. In the 70â€™s his nephew Michael Coyazo was selected and designed the Veterans Memorial Wall at the Jennie Davis Park in Redlands. Another nephew, Jerome Coyazo Sr coached for Redlands Baseball for Youth (RBY) for 47 years and mentored many boys and girls who still call him Coach Jerry. This year he was the recipient of the Cesar Chavez Day for his contribution as a Redlands citrus worker. The list of family contributions to the community are endless. The Coyazo family has been proud to be part of this community and the beautiful City of Redlands. We are excited for this opportunity and appreciate your consideration.*

ii. Tommy Garcia

- *For many years our great uncle Jerome Coyazo donated his time to the Redlands Baseball Youth. It was his passion and enjoyed every second of it. Not to mention the Coyazo family has been in Redlands 100+ years.*

iii. Elaine Aranda Alvarado
    - *The Coyazo family has been in Redlands since the early 1900â€™s. Our name is synonymous with family, pride and hard working people. Our proud history with Redlands is one we continue to share with our family and future generations of Coyazos. Our Uncle Jerry was prominent in little league baseball and sports and as most Redlanders know, he was not only a successful coach, but also a champion for his teams. As one of the most outstanding baseball coaches in Redlands, he deserves this recognition and/or the Coyazo name*

iv. Jeanette Pirio
    - *Jerry donated many many years in the Redlands Baseball For Youth and he is a Redlands Original . The Coyazo Gamily has been in Redlands since 1911 . I have known the Coyazo for 53 years and have become my extended family.*

v. Eileen Marie Aranda
    - *Long time Redlands resident involved with Redlands Baseball for Youth.*

vi. Meagan Kevari
    - *The Coyazo Family made their home in the city of Redlands back in 1911. They were active members in seeing forth that the Northside of Redlands had a Catholic Church to attend at the time it was known as St. Mary's Catholic Church (Holy Name of Jesus Catholic Church-now). Our family has had prominent members who have impacted the city of Redlands in more ways than one including Sgt. Cruz Coyazo who was killed in action in World War II. Jerome Coyazo who has volunteered and donated countless hours coaching young Redlands baseball players for RBY and Andy Coyazo who has dedicated his life to teaching students in the Redlands Unified School District and is still teaching at the age of 73. These are just some examples of Coyazo family members who have impacted our community. There are countless Coyazo family members who are impacting the city of Redlands in their everyday life whether it be working for the City of Redlands, RUSD, or being an active member of one of the many organizations that we have here in our town. The Coyazo Family chose to make the city of Redlands their home for their family 112 years ago and for that our family will be forever thankful.*

vii. John M Coyazo
    - *My father is a Life Long resident of Redlands, He attended Lincoln Elementary School, At the young age of 7years old he used to work in those Orange Groves where you plan on putting this park. He continued to go to school, then after school go work in the groves until the age of 32. He then went to go work in a warehouse with his brother. He then gave back to the Community of Redlands by volunteering his time for 46 years or so Coaching Baseball at the RBY fields,he has had a few kids from Redlands that he coach who had made it futher with their Baseball carreers..He is a very proud Redlands Resident. He has always been active in Redlands weather it was Coaching Baseball or Running in the Run Through Redlands. We his Family would be honored if you consider his name as a possibility. Thank You So Much Sincerely John Coyazo*

viii. Steven g Coyazo
    - *He's my uncle coached Redlands baseball for boys over 40 years.*

ix. Paige Pletscher
- *The Coyazo family is deeply rooted in Redlands history and culture. This family has provided endless volunteer hours to their community, and continues to love and value the city.*

x. Desiree Arredondo
- *Coached at RBY youth baseball for over 50 years. He stopped coaching when he was in his late 70's/early 80's. He is a Redlands original since 1920's*

xi. Gina Correa
- *He donated many years to the Redlands Baseball For Youth. His Family has been in Redlands since 1911.*

xii. Terri Graves
- *He has been a part of Redlands and helped with the community as long as I can remember. His family name has been around and helped out since 1911.*

xiii. Elizabeth Plasencia-Paramo
- *He has dedicated over 50 yrs. to our local youth and made a difference in many lives. It was a place he had fulfillment! Jerry's family has been established here since 1911, and has made a name in our community. I believe there is no better person or reason for the park to be named in honor of this man! Thank you for this consideration!*

xiv. Cathy Kevari
- *The Coyazo Family made their home in the city of Redlands back in 1911. They were active members in seeing forth that the Northside of Redlands had a Catholic Church to attend at the time it was known as St. Mary's Catholic Church (Holy Name of Jesus Catholic Church-now). Our family has had prominent members who have impacted the city of Redlands in more ways than one including Sgt. Cruz Coyazo who was killed in action in World War II. Jerome Coyazo who has volunteered and donated countless hours coaching young Redlands baseball players for RBY and Andy Coyazo who has dedicated his life to teaching students in the Redlands Unified School District and is still teaching at the age of 73. These are just some examples of Coyazo family members who have impacted our community within the citrus industry. . There are countless Coyazo family members who are impacting the city of Redlands in their everyday life whether it be working for the City of Redlands, RUSD, or being an active member of one of the many organizations that we have here in our town. The Coyazo Family chose to make the city of Redlands their home for their family 112 years ago and for that our family will be forever thankful.*

2. Serrano Park

a. Multiple Recommendations Provided By:

i. Katie McKee
- *In honor of the Native Americans who inhabited the area*

ii. Andrea Nieman
- *The Serrano people were Redlands' first known residents and endured a harsh living following the arrival of Redlands next known settlers. In 1819, Serrano were relocated to estancia throughout southern California, such as the Asistencia. The Serrano built Mill Creek Zanja here, an irrigation system which provided water for most of the region. There*

are currently no monuments in Redlands honoring the Serrano people exclusively, and a park with a plaque commemorating their story and existence in the region would be a great addition to the community as it would be a fitting and deserved memorial to the ancestors and current descendants of the Serrano people.

iii. Mary K Moore
- *To honor the native people of this area*

iv. Sarah Randall
- *Honor native folks who inhabited Redlands years ago*

3. Citrus Blossom Park

a. Recommendation Provided By:
   i. Jeanette Rhodes
      - *It's a beautiful sight when the orange trees bloom.*
   ii. Eleanor H. Borkowski
      - *Redlands is know for its Past history of orange tree growers and the sweet scent of orange blossoms. We should never forget .*
   iii. Lupe "Tootsie" Garcia
      - *Because I when I first moved here, my favorite thing to do was go outside and smell the orange blossoms.*
   iv. Ralph Munoz
      - *Before you could smell the blossoms in that area now you will be blossoming new sports players*

4. Joe Gonzales Park

a. Multiple Recommendations Provided By:
   i. Rosa Gomez
      - *Mr. Gonzales, past commissioner on the Parks and Recreation Commission, was a dedicated advocate for recreation services and parks. He worked diligently and never gave up hope to one day see park and recreation services for all youth in the City of Redlands. He dedicated his life to equality and equity!*

   ii. Maria Whitaker-Saucedo, Chair of Common Vision Coalition
      - *Joe is a past parks and recreation commissioner and led the effort for building the Redlands Community Center. He was dedicated to helping young children of Redlands and a strong advocate for free or low cost sports fees for children who were unable to paying fees.*

   iii. Common Vision Coalition
      - *Joe Raigoza Gonzales was born November 2, 1929 and passed away November 7, 2018 in Redlands. He was second generation Redlands native. He was raised in North Side Redlands. Went to Lincoln Elementary, Redlands Junior High and Redlands High School. He was employed at Mittens manufacturing plastic lettering. He was employed at Norton Air Fore Base until he retired he retired in 1988. He was married to Irene Gloria Sevilla in 1949 and had three daughters. Joe was interested in helping the Latino youth being productive adults. He became a member of the Menudo Group Group, a community activism group intent on improving facilities for the children of North Side Redlands. He lead the effort for the building the Community Center. He had good Police relations with the North Side, his*

Commission Service on the Parks and Recreation Committee, membership with Menudo Group, North Side Impact Committee, North Redlands Visioning Committee, he was also running the snack bar at the at the ball fields, a strong advocate for free or low cost sports fees to the children who could not afford it, he was also involved in giving out bicycles to children who could not afford them. Joe was dedicated individual in helping the less fortunate children of Redlands, He loved the City of Redlands where he was born.

5. Ramirez North Park

a. Recommendation Provided By:
    i. Patrick Meyer
        - *The Ramirez family has farmed this area of Redlands for many decades and recognition seems warranted.*

6. Meyer Park

a. Multiple Recommendations Provided By:
    i. Nicholas Harris
        - *Meritage Homes would like to name the park in honor of Pat Meyer who was instrumental in getting the park included in the development of the project. Pat is currently struggling with recovery from brain cancer so we think it would be fitting to name the park after him.*

    ii. Johanna Crooker
        - *Pat Meyer was instrumental in getting this park designed and approved and this park is just one of many public benefits that Pat Meyer has successfully implemented for the betterment of the City of Redlands.*

    iii. Aaron Talarico – Meritage Homes
        - *Meritage Homes humbly proposes that the Parks Commission and City Council consider naming our new Sports Park the "Patrick J. Meyer Sports Park" in recognition of Mr. Pat Meyer's unparalleled contributions to the City of Redlands. Mr. Meyer has passionately dedicated over four decades to enhancing the City notably as a City Planner. Remarkably, it was his foresight that conceived the Sports Park, ensuring that it seamlessly melded with the community's vision. Through his guidance, Pat emphasized how vital such a park would be - not just for our new homeowners, but as a testament to the city he deeply cherishes. But this park is more than just fields and goals. Mr. Meyer envisaged it as a scenic introduction to Redlands for those journeying south on Interstate 210. Beyond its aesthetic appeal, this park also stands as a potential revenue stream for the City via field rentals. Moreover, Mr. Meyer's commitment to Redlands is further exemplified in his effort to conserve England Grove on West Palm Avenue. When its future was jeopardized, Pat played a pivotal role in brokering a settlement with the Friends of Redlands. Due to his initiative, Meritage Homes acquired the property, ensuring its preservation as a cherished historic landmark. These instances merely scratch the surface of Pat's illustrious career. His consistent advocacy for community-driven projects and his knack for cultivating lasting relationships have been instrumental in solidifying Redlands' reputation as the esteemed "Jewel of the Inland Empire". Naming this park after him would not only celebrate his pivotal role in its inception but also commemorate his myriad contributions to our beloved City of Redlands.*

RESOLUTION NO. 7711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING PROCEDURES FOR THE NAMING OF CITY PARKS, BUILDINGS, STREETS AND OTHER PUBLIC FACILITIES AND RESCINDING RESOLUTION NO. 7607

WHEREAS, the City Council authorized the formation of a committee to assist the City Council in developing a uniform and equitable policy and process for considering names for City parks, buildings, streets and other City public facilities; and

WHEREAS, after numerous meetings, research and thorough discussion, the committee recommended that the City Council adopt a Parks and Public Facilities Naming Policy to establish procedures for naming and renaming City parks, buildings and public facilities; and

WHEREAS, the procedures established by this resolution incorporate, and expand upon, the recommendations of the committee for naming and renaming City parks, buildings and other public facilities;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. Eligible Facilities:

A. Any City park, building, or other public facility may be considered for naming under the procedures established by this resolution. However, for purposes of this resolution, City-owned and designated passive "Open Space" shall not be considered a City park and shall not be subject to this resolution's naming procedures.

B. Except for extraordinary reasons, no City park, building or other public facility which has been officially named in recognition of a person or entity will be renamed out of respect for the reason such existing name was granted.

C. The naming and renaming of City streets shall be in accordance with the procedures established by California Streets and Highways Code Section 5026.

D. Any City park, building or other public facility located within the City that is owned by another public agency is ineligible for naming under the procedures established by this Resolution.

Section 2. Naming Procedure:

A. Any person may initiate a proposal for naming a City park, building or other public facility by completing an application/nominating form (a copy of which is attached to this Resolution as Exhibit "A"), making payment of the applicable fee, and filing such form with the City Manager, or the City Manager's designee. The fee shall be established by Resolution of the City Council.

B. Any City advisory commission or committee having appropriate jurisdiction, may initiate a proposal for naming a City park, building or other public facility by notifying the City Manager, or the City Manager's designee, of such proposal; or

C. Any member of the City Council may initiate a proposal for naming a City park, building or other public facility by causing the matter to be placed for consideration on an agenda for a regularly scheduled meeting of the City Council.

Section 3. Naming Process:

A. All application/nomination forms shall be referred to any City advisory commission or committee having appropriate jurisdiction with respect to the City parks, building or public facility.

B. The City Council members shall concurrently be provided with copies of all application/nomination forms upon referral to a City advisory commission/committee.

C. Within thirty (30) days of receipt, the advisory commission or committee shall review the application/nomination form and make its recommendation to the City Council.

Section 4. Criteria for Naming Parks, Buildings and other Public Facilities:

A. Priority shall be given to naming a City park, building or other public facility after its geographical location, a recognizable theme, its historic significance, or geological features associated with the park, building or public facility.

B. City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least three (3) years prior to designating his or her name for a park, building or other public

facility, unless waived by the City Council; or for a person, organization or business that has contributed more than fifty percent (50%) of the cost of construction, acquisition, or long-term maintenance of a park, building or public facility.

Section 5. This resolution shall become effective immediately upon its adoption.

Section 6. Resolution No. 7607 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 21st day of February, 2017.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, California, do hereby certify that the foregoing was duly adopted by the City Council at a regular meeting thereof held on the 21st day of February 2017, by the following vote:

AYES: Councilmembers Harrison, Gilbreath, Barich, Tejeda: Mayor Foster
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

EXHIBIT A

APPLICATION FOR NAMING OF CITY PARKS, BUILDINGS, STREETS AND OTHER PUBLIC FACILITIES

Name of Applicant: _____
(Nominating Party)

Contact Information: _____

_____
(Mailing Address and Phone Number)

Proposed Name for Facility: _____

Location of Facility Name is proposed for: _____

Provide rationale or background in support of proposed name for facility: _____

_____

_____

_____
(Attach additional sheets or supporting documentation as necessary)

Name of Nominating Party: _____
(Print Name) (Date)

_____
(Signature)