

CITY OF REDLANDS

CITY COUNCIL FINANCING AUTHORITY

A G E N D A S

JANUARY 16, 2024

EDDIE TEJEDA

Mayor

PAUL T. BARICH

Mayor Pro Tempore

DENISE DAVIS

Council Member

JENNA

GUZMAN-LOWERY

Council Member

MARIO SAUCEDO

Council Member

JEANNE DONALDSON

City Clerk

PHILLIP DOOLITTLE

City Treasurer

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



CHARLES M. DUGGAN

JR.

City Manager

YVETTE M. ABICH

GARCIA

City Attorney

A G E N D A

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

TUESDAY, JANUARY 16, 2024

To join via Zoom on a computer, laptop, or smart device

Please visit www.zoom.us, click on Join a Meeting

Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher

To join via Zoom with audio only (cell phone or landline):

Dial **1-877-853-5247**

Enter the **Meeting ID 824 4618 0187**

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

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

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

• **To provide comment while participating from Council Chambers:**

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

• **To provide comment through Zoom (on a computer, laptop, or smart device):**

- Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

• **To provide comment via audio only (cell phone or landline):**

- Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



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

A. Call City Council Meeting to Order

B. Public Comment

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

C. Recess City Council Meeting to a Closed Session

1. Conference with legal counsel: Initiation of Litigation - Government Code §54956.9(d)(4):
Two (2) Cases.
2. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Four Cases:
 - a. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544
 - b. Scates v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB 2127794
 - c. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031
 - d. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629
3. Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)
 Property: APNs 0292-063-38-0000
 Agency: Charles M. Duggan, City Manager; Chris Boatman,
 Negotiators: Assistant City Manager
 Negotiating Party: Andrew Meyers Abdul-Wahab; 1675 Industrial Park, LP
 Under Terms of payment and price for possible purchase of
 Negotiation: property by City.

D. Reconvene City Council Meeting

E. Invocation by Mayor Tejeda - Pledge of Allegiance

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

F. Closed Session Report

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

G. Presentations

1. Proclamation declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson presentation to Gail Howard.

H. Public Comment - City Council

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

I. Consent Calendar

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

1. Approve the regular meeting minutes of December 19, 2023 (City Clerk Donaldson)
2. Authorize issuance of a proclamation declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson, victims of the tragedy at the Cinnamon Creek Apartments. (Mayor Tejeda)
3. Approve recommendation for appointments to serve two-years term on the 2024 Utilities Advisory Committee to support a water and wastewater rate study (Mayor Tejeda)

4. Adopt Resolution No. 8541 Annexation No. 29 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)
5. Approve a non-professional services agreement with JT Lewis, Inc. doing business as National Garage Door in the amount of \$490,205 for the purchase and installation of bay doors at Fire Stations 261, 262, and 263 (Fire Chief Sessler)
6. Accept the donation of sixteen (16) CTECHi ST2000 portable power stations from Amazon Fulfillment Center Ont 9 (Police Chief Tolber)
7. Reject all Bids for Street Light Poles, Bollards, and Fixtures Painting, Project FCS10022023JBII (Facilities and Community Services Director Crocker)
8. Approve the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sunday within Ed Hales Park on Sunday, February 25, 2024; approve a request for in-kind support in the amount of \$1,969 related to the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)
9. Approve the Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for \$125,000, fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for \$7,500, and determine that these actions are 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)

J. Communications

1. Annual Report of the Parks and Recreation Advisory Commission presented by Chair Doug Gonzales (Facilities and Community Services Director Crocker)
2. Discussion and possible action relating to the designation of Voting Delegate to represent the City at the 2024 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly (Mayor Tejeda)

K. Public Hearings

1. Resolution No. 8540 overruling objections and proceeding with the weed abatement on subject properties
(Mayor to declare meeting open as a public hearing)
(Fire Chief Sessler)

L. New Business

1. Consideration of the Termination Agreement with Citibank, N.A.; approval and finding of a public benefit of the Reimbursement Agreement with Property One, LLC; and approval of an additional appropriation of \$1,100,000 (Assistant City Manager Boatman)
2. Consideration of an agreement with American International Environmental Inc. to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services and reporting for the California Street Landfill in an amount not-to-exceed \$448,877 for a period of one year, with two additional one-year renewal options for a total compensation amount not-to-exceed \$1,346,631 and determine that the agreement is exempt from environmental review pursuant to section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)
3. Consideration of an agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed \$624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed \$2,057,659 (Facilities and Community Services Director Crocker)

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

N. Adjournment

The next regular meeting of the City Council will be held on February 6, 2024.

O. Redlands Financing Authority

1. Call regular meeting of the Board of Directors of the Redlands Financing Authority to order
2. **Public Comment - Redlands Financing Authority**
(At this time, the Redlands Financing Authority will provide an opportunity for the public to address them on any subject, within its jurisdiction, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)
3. Approve the regular meeting minutes of September 19, 2023 (Secretary Donaldson)
4. Adjourn Redlands Financing Authority meeting
The next Redlands Financing Authority meeting will be held on May 21, 2024.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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



City Council/Financing Authority Meeting

I. 1.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of December 19, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of December 19, 2023.

Attachments

Regular Meeting Minutes of December 19, 2023

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on December 19, 2023 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director

Mayor Tejeda called the meeting to order at 5:00 P.M. and stated there were no closed session matters scheduled for the City Council to consider, and the meeting was recessed until 6:00 P.M. for open session.

RECONVENE CITY COUNCIL MEETING

Mayor Tejeda reconvened the meeting at 6:00 P.M. Council Member Guzman-Lowery announced that due to illness, she would attend tonight's City Council meeting via teleconference under AB 2449 "Just Cause". This was the first of two allowable Just Cause exceptions for her under AB 2449. An invocation was provided by Mayor Pro Tem Barich and followed by the pledge of allegiance to the American flag.

PRESENTATIONS

Holiday Performance

The Redlands Girls Vocal Ensemble, led by Katharine Bond, performed musical selections celebrating the holiday season.

PUBLIC COMMENT

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

Community Center Rental Rates - William Hunt and Del Barrett, of the Sunkissed Square Dancing Club, said the rental rates for the Community Center have recently been raised by a staggering amount and are just too expensive for the club to afford any longer. The dancing club, open to anyone, particularly seniors, provides a fun way to exercise their minds and bodies. They added there was minimal notification of the impending increase, and they urged the Council to reconsider raising the rates.

Fourteenth Amendment - Joshua Hall requested the Council oppose the move to withhold Congressman Jay Obernolte and former President Donald Trump from putting their names on the ballot in 2024, due to their participation surrounding the January 6, 2021, attack on the U.S. Capitol.

Colorado Primary Ballot- Michael Paisner noted that it was the Colorado Supreme Court that barred former President Donald Trump from being on the primary ballot.

CONSENT CALENDAR

Minutes.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of December 5, 2023.

Vote: 5 - 0 Passed

2024 Local Appointments List

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Local Appointments List for 2024 as required by Government Code Section 54972.

Vote: 5 - 0 Passed

Library Board of Trustees Appointments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Rosa Gomez and Martin Davis to each serve three-year terms on the Library Board of Trustees beginning January 1, 2024 and ending January 1, 2027.

Vote: 5 - 0 Passed

Cal Baptist University Learning Partner Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Learning Partner Agreement between the City of Redlands and Cal Baptist University offering discounted degree programs to City employees.

Vote: 5 - 0 Passed

Resolution No. 8525 Declaring Weeds a Public Nuisance

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. 8525 declaring weeds a public nuisance and setting January 16, 2024, as the public hearing for objections to the proposed weed abatement.

Vote: 5 - 0 Passed

MOU Department of Behavioral Health Rapid Access to Mental Health Crisis Care

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Memorandum of Understanding between the Department of Behavioral Health and the City of Redlands Police Department to expand consumer rapid access to mental health crisis care through Community Triage, Engagement, and Support Teams and have community office space available for mobile Community Crisis Response Teams.

Vote: 5 - 0 Passed

Department of Defense Supplies 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 State Plan of Operations Agreement and addendum between the State of California and the City of Redlands for the use of excess Department of Defense supplies and equipment; and authorized the Police Chief to execute both on behalf of the City.

Vote: 5 - 0 Passed

Resolution No. 8538 Annual DIF Report

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. 853 approving the Annual Report of Development Impact Fees for the year ended June 30, 2023, and the findings contained therein.

Vote: 5 - 0 Passed

Resolution No. 8539 Signing Authority Investment Accounts

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8539 designating authorized signers for investment accounts and authorizing the Mayor to execute substantially similar resolutions for opening additional investment accounts with broker/dealers and financial institutions as recommended by the City Treasurer and rescinding Resolution No. 7676.

Vote: 5 - 0 Passed

CFD Annual 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 Annual Reports for Community Facility District (CFD) No. 2001-1 and Community Facility District (CFD) No. 2003-1 pursuant to Local Agency Special Tax and Bond Accountability Act (SB 165).

Vote: 5 - 0 Passed

Time Extension Amendment California St/Redlands Blvd. Widening Project

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 First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for the California Street and Redlands Boulevard Intersection Widening Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for the California Street and Redlands Boulevard Intersection Widening Project, to extend the time for completion to August 31, 2024.

Vote: 5 - 0 Passed

2nd Amendment Water Treatment Plant Sludge Press Engineering Project

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 Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press Engineering Project to extend the time for completion to June 30, 2024.

Vote: 5 - 0 Passed

Bid Rejection Cypress Ave / Cajon St Traffic Signal Improvement Project

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously rejected, by roll call vote, all bids received for the Cypress Avenue and Cajon Street Traffic Signal Improvement project, Project No. 253008; and directed staff to solicit new bids for the project as funds become available.

Vote: 5 - 0 Passed

2022 CIP Water Pipeline Replacement Project Time Extension

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 Public Works Contract with Tryco General Engineering for the 2022 CIP Water Pipeline Replacement Project to extend the time for completion by sixty (60) calendar days to February 11, 2024.

Vote: 5 - 0 Passed

Extending DIF Study Professional Services 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 Third Amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. to extend the termination date to June 28, 2024.

Vote: 5 - 0 Passed

Resolution No. 8526 Contractor List

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8526 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8526 establishing a contractor list pursuant to the Uniform Public Construction Cost Accounting Act.

Vote: 5 - 0 Passed

Joslyn Senior Center Renovation Project Time Extension

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 agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and approved the Fourth Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by forty (40) calendar days to January 31, 2024.

Vote: 5 - 0 Passed

In-Kind Request Martin Luther King Jr. Youth Kamp

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act; authorized the closure of 9th Street at Stuart Ave, from 7:00 a.m. to 5:00 p.m. for the Martin Luther King Jr. Youth Kamp event hosted by Unity in the Community on January 15, 2023; and authorized the expenditure of city resources and in-kind support in the amount of \$2,395 related to this event.

Vote: 5 - 0 Passed

In-Kind Request Stronger Together Now Giving Sunday

Facilities and Community Services Director Crocker introduced the request for a street closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. and a request for commercial vendors for the Giving Sunday Event, hosted by Stronger Together Now (STN) to be held on January 28, 2024, within Ed Hales Park. Staff recommended expenditure of city resources and in-kind support in the amount of \$1,969 related to the event.

As public comment, Dale Broome and Joshua Hall opposed granting the requests and thought STN should pay the fees associated with the event, since they were based out of Rialto, not Redlands. They were also displeased that the group had hosted drag shows during their past events, which they considered to be inappropriate for families with young children. Michael Paisner, Chris Bishop, Janelle Guerrero and Pollyanna Flores expressed their appreciation of STN, whose work provides important value to the community and attempts to break down barriers to assist marginalized people and bring communities together. They added STN maintains valid non-profit status and licensing requirements were current.

Council Members Davis and Guzman-Lowery were in full support of STN's request and added these events bring vitality to the downtown area and their goals were in alignment with the City's Strategic Plan of diversity, equity and inclusion. Mayor Tejeda and Mayor Pro Tem Barich raised questions related to the number of requests submitted by STN and asked about permitting and licensing. Council Member Saucedo wondered whether the STN events were becoming somewhat too commercialized.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council determined, by roll call vote, that the 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 for the Giving Sunday event hosted by Stronger Together Now on January 28, 2024; and approved the expenditure of city resources and in-kind support in the amount of \$1,969 related to the event.

Vote: 4 - 1 Passed

NAY: Council Member Mario Saucedo

PUBLIC HEARINGS

MLC HOLDINGS, INC. Development

Mayor Tejeda declared the meeting open as a public hearing and called on Senior Planner Ryan Murphy of Development Services, for an overview of the development applications submitted by MLC HOLDINGS INC. related to a project site located at 1160 West Pioneer Avenue. The applicant requested to remove the 14.62 gross acre project site from the East Valley Corridor Specific Plan and add the 14.62-acre project site to the existing Bergamot Specific Plan located directly north of the project site. The new residential area is proposed to be designated as "Neighborhood 4" and will include unique development standards for this designation. Also, a General Plan Amendment is proposed to amend the land use designation from "Commercial/Industrial" to "Medium Density Residential", which will allow up to 15

dwelling units per acre.

On November 14, 2023, the Planning Commission reviewed the proposed project and voted 6 to 0, adopting resolutions making recommendations that the City Council approve the following actions: 1) Adopt a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the proposed project; 2) Approve the Socio-Economic Cost/Benefit Study for the project; 3) Approve General Plan Amendment No. 145; 4) Approve Amendment No. 49 to Specific Plan 40; 5) Approve Amendment No. 1 to Specific Plan 64; 6) Approve Tentative Tract Map No. 20528; and 7) Approve Commission Review and Approval No. 945.

As public comment, Bobby Garrity stated the City was in a housing crisis and even though this development will bring new homes to the community, they would be far too expensive, and he urged the Council to change the City's zoning policies which force higher prices and make land scarce. Jennifer Maravillas supported the development in general but voiced strong concerns about the increased traffic that will be generated from this new project. Dan Jimenez raised questions about the in-lieu fee amounts as defined in the inclusionary housing program. Council Members discussed the landscape site plan, traffic and safety in the area, alternative travel routes to alleviate congestion, and the importance of utilizing the in-lieu fee account funds in appropriate ways. With no further discussion, Mayor Tejeda closed the public hearing.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously adopted, by roll call vote, Resolution Nos. 8529, 8530, 8532, 8533, 8534, and 8535 to approve the Pioneer Avenue residential subdivision project. This requires a 3/5 vote for approval; and adopted Resolution No. 8531 to approve the Measure U findings for the Pioneer Avenue residential subdivision project. This requires a 4/5 vote of the members of the City Council because of necessary Measure "U" findings and requirements.

Vote: 5 - 0 Passed

Resolution No. 8536 H&SPC Decision Appeal

Mayor Tejeda opened the public hearing and called on Planning Manager Brian Foote of Development Services, for a review of an appeal of the Historic and Scenic Preservation Commission's (HSPC) decision to deny Certificate of Appropriateness Permit No. 665. The property is within the Smiley Park Neighborhood Historic & Scenic District at 232 West Olive Avenue. It is a one-story residence constructed in 1898 and is a good example of the Victorian style. Beverly and Kenneth Winchester submitted an application to legalize/approve a 6-foot-high vinyl fence and a rolling slide gate placed within the street-side setback along Grant Street. The vinyl fence and gate were installed by the applicant in April 2022 without any building permits, and without the required approval of a Minor Certificate of Appropriateness and Minor Exception Permit.

The application was reviewed by the HSPC in four meetings, with several suggestions made by Commissioners to assist the applicant in achieving consistency with the Secretary of Interior Standards so that the application might be approved. The applicant declined numerous suggestions and did not want to revise the design with vinyl. On July 6, 2023, the HSPC voted to deny the Minor Certificate of Appropriateness application based on the inappropriate material of the fence/gate, lack of sufficient screening (i.e., vinyl fencing and vinyl-coated steel trellises for a landscape screen), and the applicant's unwillingness to

change the proposed materials.

On September 19, 2023, the City Council held a public hearing to consider the Appeal and continued the meeting to an unspecified date. At that meeting, the Council instructed staff to work with the appellant to consider appropriate screening alternatives to achieve consistency with the City's "Historic and Scenic Preservation Design Manual" and the Secretary of the Interior Standards and Guidelines. Staff met with the appellant on two separate occasions to discuss fence placement and screening alternatives. The Minor Exception Permit (MEP) Committee met on November 13, 2023, and proposed conditions of approval to address a landscape "green" screen to help mitigate the appearance of the 6' fence, as well as modifying the fence corner adjacent to the property at 137 Grant Street to provide a sufficient traffic sight safety area. The appellant agreed to implement all conditions of approval as discussed and the MEP Committee members voted 3 to 0 to approve the request, subject to the Conditions of Approval. Beverly Winchester, the appellant, stated that a drip system would be installed along with the lattice work.

Council Members thanked staff for working closely with the property owner to come up with a workable solution. As public comment, Historic and Scenic Preservation Commissioner Kurt Heidelberg, said that the Commission was not presented this particular treatment, and he suggested the item be sent back to the Commission for their final approval. Council Members were concerned about delaying the project any further. No written comments were received and with no further discussion, Mayor Tejeda closed the public hearing.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously adopted, by roll call vote, Resolution No.8536 to uphold the Appeal, and approve Minor Certificate of Appropriateness No. 665 subject to the conditions of approval.

Vote: 5 - 0 Passed

Resolution No. 8528 Inclusionary Housing In-Lieu Fee Amounts

Mayor Tejeda declared the meeting open as a public hearing and called on Development Services Director Desatnik to provide background of Resolution No. 8528 adopting in-lieu fee amounts for compliance with the City's Inclusionary Housing Requirements. At the June 20, 2023 meeting, the City Council adopted an Inclusionary Housing Ordinance that requires a certain percentage of affordable housing units be provided. The ordinance authorizes an alternative means of compliance whereby a developer may pay an in-lieu fee if the housing development consists of for-sale or rental units, and for any fractional unit that is determined when calculating the total number of inclusionary units required.

Payment of an In-lieu fee is one of the alternative means of compliance provided for by the Inclusionary Ordinance. For-sale developments and rental developments of less than 23 units have the option of paying an in-lieu fee by-right. For a rental housing development with greater than 22 units, the Inclusionary Housing Ordinance requires City Council approval of a developer's request to pay an in-lieu fee, and to approve such a request the Council must find that providing the affordable units in the development would create unreasonable economic hardship due to such factors as project size, site constraints, and/or excessively large affordability gaps.

The City's consultant, Keyser Marston Associates, recently updated the Inclusionary Housing In-lieu Fee Analysis and made small adjustments to the recommended In-lieu Fees. The recommended fee for 'For-Sale' housing is \$9.10 per square foot, up from previously recommended \$8.80. This was due to interest rates which increased from 6.14% in April to 7.7% in October, which decreases the Affordable Sales Price. During the same period, the market rate sales prices stayed relatively flat, and the combination resulted in increases to the affordability gaps.

The recommended fee for 'Apartment' developments is \$18.10 per square foot, down from \$19.80. This was due to an increase in the median income of approximately 7%, which increased the Affordable Rents. The market rents stayed relatively flat during the 9 months between rent surveys and resulted in a reduction in the Affordability Gap.

Council Member Davis thanked Director Desatnik for his work and developing more pathways to affordable housing. As public comment, Bobby Garrity voiced serious concerns about the fees associated with rental unit developments and asked why it was more than double that of for-sale developments. Dan Jimenez questioned whether the in-lieu payment amounts incentivized developers in the wrong direction. Director Desatnik explained that it was difficult to compare for-sale development fees directly to rental-unit development fees. He added that the City could potentially offer more to the community using the in-lieu payment funds rather than having a developer build a very limited number of moderately priced homes. With no further comment, Mayor Tejada closed the public hearing.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously adopted, by roll call vote, Resolution No. 8528 adopting In-lieu fee amounts for compliance with the City's Inclusionary Housing Requirements; and determined that the Resolution is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

NEW BUSINESS

2022-23 Year-End Encumbrance and Carryover Balances

Finance Department Management Analyst Miriam Ortega Valtierra reviewed additional appropriations for 2022-23 Year-End Encumbrance and Carryover Balances, adding that during the year-end closing process, staff routinely reviews previously approved budget activities and projects that remain in-progress and have not yet been completed. At the close of the previous fiscal year, all unexpended appropriations will lapse unless otherwise designated and approved as continuing appropriations in the current Fiscal Year 2023-2024.

Although the City Council adopted a two-year budget for fiscal years 2023 & 2024, budget policy requires that these unexpended appropriations in FY 2023 be presented to the Council with a request to approve their carryover into the current fiscal year. Because expenditures of previously encumbered and carried over items will occur in the 2023-24 fiscal year, an additional appropriation is necessary to prevent overspending of the current fiscal year's budget.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, additional appropriations to the Fiscal Year 2023-24 budget for the Fiscal Year 2022-23 year-end encumbrances and carryovers.

Vote: 5 - 0 Passed

Climate Action Plan Update Consulting Services Agreement

Brian Foote, Planning Manager of Development Services, explained that in response to new State goals and mandates, the City is required to evaluate progress toward meeting targets established under the City's Climate Action Plan (CAP) that was prepared in 2017 by updating the CAP. According to State law, local agency actions should be consistent with statewide greenhouse gas (GHG) reduction targets. In 2017, the City adopted a CAP, concurrently with the 2035 General Plan Update. In addition to establishing the City's greenhouse gas (GHG) reduction strategies, the City's CAP can also help with streamlining environmental review of projects under the California Environmental Quality Act (CEQA). The City's CAP provides projections for the years 2030 and 2035. However, the City needs to benchmark progress since the CAP was prepared in 2017 to ensure that the City is progressing towards attaining the GHG reduction targets. Council Member Davis was pleased the City was working on this update, and she added that there was a lot of local interest in this matter, as well. Mayor Tejeda asked staff to determine whether Measure J funds could be used to offset some of the update costs.

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 a sole source Professional Services Agreement with Dyett & Bhatia, Urban and Regional Planners, is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act"; and approved the sole source Professional Services Agreement with Dyett & Bhatia, Urban and Regional Planners for professional consulting services related to the preparation of the City's Climate Action Plan Update for an amount not-to-exceed \$129,800.

Vote: 5 - 0 Passed

EIR for 2021-2029 Housing Element Rezoning Program Agreement

Development Services Director Desatnik detailed a Professional Services Agreement with Environment Planning Development Solutions, Inc., for professional consulting services including the preparation of an Environmental Impact Report and supporting technical studies for the 2021-2029 Housing Element rezoning program for an amount not-to-exceed \$322,455. Under the Regional Housing Needs Assessment (RHNA) required by state housing law, a total of 24 total sites were identified to be rezoned in order to meet the City's assigned RHNA allocation for various household income levels.

On motion of Mayor Pro Tempore Paul Barich, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of a sole source Professional Services Agreement with Environment Planning Development Solutions, Inc., is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the sole source Professional Services Agreement with Environment Planning Development Solutions, Inc., for professional consulting services including the preparation of an environmental impact report and supporting technical studies for the Housing Element rezoning program for an amount not-to-exceed \$322,455.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda enjoyed the Christmas Block Party at the Community Center, attended the Liberty Lane Groundbreaking, participated in the Wreaths Across America at Hillside Memorial Park in honor of our veterans, the Planning and Parks and Recreation Commission meetings, the Burrage Mansion Drive thru Christmas event, and the Heroes and Helpers event.

Mayor Pro Tem Barich participated in the Wreaths Across America at Hillside Memorial Park in honor of our veterans and enjoyed the Heroes and Helpers event.

Council Member Davis attended the Liberty Lane Groundbreaking, the 1st Anniversary and Closing Celebration of the Civil Rights institute in Riverside and enjoyed the Heroes and Helpers event.

Council Member Guzman-Lowery attended the Liberty Lane Groundbreaking and met with various constituents to discuss their concerns.

Council Member Saucedo enjoyed the Christmas Block Party at the Community Center, attended the Liberty Lane Groundbreaking, the Service Club Council meeting, and Wreaths Across America at Hillside Memorial Park in honor of our veterans. He attended an event hosted by Congressman Pete Aguilar, who welcomed the U.S. Department of Interior Secretary Deb Haaland to dedicate the detention basin of the Upper Santa Ana River Wash Plan Land Exchange.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:26 P.M. The next regular meeting of the City of Redlands City Council will be held on January 16, 2024.



City Council/Financing Authority Meeting

I. 2.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson, victims of the tragedy at the Cinnamon Creek Apartments.
(Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring January 5th as a Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson, victims of the tragedy at Cinnamon Creek.

Attachments

Day of Remembrance Proclamation

PROCLAMATION

Day of Remembrance of the Lives of Quinn McCaleb and Andrew Jackson

WHEREAS, on the night of Wednesday, January 05, 2011, a tragic act of gun violence occurred at the Cinnamon Creek Apartments in the City of Redlands; and

WHEREAS, five innocent teens were victims of this awful incident, one escaping injury, two wounded, and two who lost their lives; and

WHEREAS, 17-year-old Quinn McCaleb was a humble young man, loved by his family, adored by friends, with an empathy for others that often prompted him to shield them from bullying; a talented individual recruited as an assistant coach to teach the youth at Redlands Community Field after school; and

WHEREAS, 16-year-old Andrew Jackson, was a cherished grandson, son, brother, nephew, cousin and friend, who although shy and often serious could bring laughter to those around him with his quick wit, and who enjoyed playing sports in the community with family; and

WHEREAS, Gail Howard, mother to Jordan Howard, a survivor of this tragedy, organizes a prayer vigil walk every January 5th, to honor the lives and memories of Quinn and Andrew; and

WHEREAS, The City of Redlands vehemently condemns acts of violence within our community and stands in solidarity with Gail Howard in her efforts to honor the lives and memories of Quinn and Andrew by participating in the prayer vigil walk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim every January 5th as a Day of Remembrance of the lives of Quinn McCaleb and Andrew Jackson, victims of the tragedy at Cinnamon Creek.

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

Eddie Tejeda, Mayor

Attest:

Jeanne Donaldson, City Clerk



City Council/Financing Authority Meeting

I. 3.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointments to serve two-years term on the 2024 Utilities Advisory Committee to support a water and wastewater rate study (Mayor Tejeda)

MOTION(S):

I move to appoint the following individuals to serve two-year terms on the 2024 Utilities Advisory Committee ending January 16, 2026:

- Desiree Reyes
- Brandon Lopez
- Sid Jain
- Aholibama Ojeda
- Dan Jimenez
- John James
- Richard Corneille

RECOMMENDATION:

It is recommended by Mayor Tejeda that the City Council consider these appointments to the 2024 Utilities Advisory Committee. Pursuant to the Redlands Municipal Code, these appointments comprise the 2024 Utilities Advisory Committee to support a water and wastewater rate study.

DISCUSSION:

On November 17, 2023, a public notice inviting interested Redlands utilities customers to submit an application for an appointment to the 2024 Utilities Advisory Committee. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The original submittal deadline of December 7, 2023 only yielded four applications. The deadline was extended to December 28, 2023 and staff re-advertised, posted additional flyers, and increased outreach inviting city water

or wastewater customers to apply.

Seven applications were received by the December 28th deadline and forwarded to the Mayor for consideration of recommendations to the 2024 UAC. Staff is recommending City Council appoint seven volunteers for the 2024 UAC per Redlands Municipal Code Chapters 3.41 and 2.70. The UAC will be supported by City staff for a rate study to review water and wastewater rates. Once the rate study concludes, the Utilities Advisory Committee recommendations will be presented to City Council for their consideration.

ALTERNATIVES:

The City Council may choose not to support the recommendation and direct staff to seek further applications for consideration.

STRATEGIC PLAN:

NA

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager

PREPARED BY:

Jennifer Macias, Management Analyst

Fiscal Impact

Discussion:

The fiscal impact associated with this action is minimal and will be funded through the water and wastewater budgets.

Attachments

UAC Public Notices

UAC Applications



City of
REDLANDS

Incorporated 1888
300 E. State Street, Suite 690, Redlands, CA 92373
909-798-7510
www.cityofredlands.org

PUBLIC NOTICE

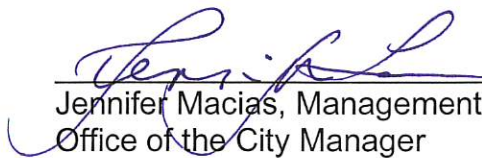
NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages residents to apply for a position on the following commission:

Utilities Advisory Committee - The Utilities Advisory Committee serves in an advisory capacity to the City Council regarding the establishment of rates for water and sewer service provided by the city.

The current study will take approximately six months and committee members will be expected to attend four to six meetings. The committee will meet monthly, tentatively on Wednesdays or Thursdays from 5 p.m. to 7 p.m.

Residents interested in applying for the non-salaried position on this committee may request application forms from the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Phone: 798-7510, or by downloading an application from the City's website at www.cityofredlands.org.

Deadline for filing applications is December 7, 2023.



Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

11.17.23



City of REDLANDS

Incorporated 1888
300 E. State Street, Suite 690, Redlands, CA 92373
909-798-7510
www.cityofredlands.org

PUBLIC NOTICE

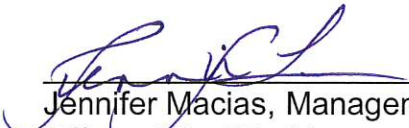
NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages residents to apply for a position on the following commission:

Utilities Advisory Committee - The Utilities Advisory Committee serves in an advisory capacity to the City Council regarding the establishment of rates for water and sewer service provided by the city.

The current study will take approximately six months and committee members will be expected to attend four to six meetings. The committee will meet monthly, tentatively on Wednesdays or Thursdays from 5 p.m. to 7 p.m.

City of Redlands Water and Wastewater Utilities Customers interested in applying for the non-salaried position on this committee may request application forms from the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Phone: 798-7510, or by downloading an application from the City's website at www.cityofredlands.org.

Deadline for filing applications is December 28, 2023.



Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

12.7.23

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

(Please note that this form is a public record that may be subject to disclosure upon request.)

DEC 14 2023

COMMISSION/BOARD APPLIED FOR

Utilities Commission

Received

Name Desire Reyes

Address

Telephone (Work) 9109

(Cell/Home)

Email

Occupation ACCOUNT MGR / HOSPITALITY

Reasons for desiring to serve – relevant experience and qualifications:

I am a Leadership Redlands Class of 2023 graduate and during our class my passion for public service inside community grew tremendously. I want to be a part of a board or commission to help my community and gain knowledge. I have a degree in business and have ran multi-million dollar restaurants and have a strong understanding of finance and service oriented.

Signature

Date 12/14/2023

* If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)

Two References: (Please do not include Councilmembers or City Staff)

(1) David Ramirez (2) Cynthia Rodriguez

Telephone

Telephone

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

Address verified

**CITY OF REDLANDS
COMMISSION APPLICATION FORM**

(Please note that this form is a public record that may be subject to disclosure upon request.)

City Manager's Office

COMMISSION\BOARD APPLIED FOR
Utilities Advisory Committee

DEC 14 2023

Name **Brandon Lopez**

Address [REDACTED] Received

Telephone (Work) [REDACTED] (Cell / Home) [REDACTED]

Email [REDACTED]

Occupation **Water and Waste Water System Operator**

Reasons for desiring to serve – relevant experience and qualifications:

Current certifications D2, T1, Waste 1. 10+ years living in Redlands. Have great experience to

bring to the table. Utilities management experience and experience with working with non government

utilities IE: Edison, Frontier, Spectrum etc.

Signature

Brandon Lopez

Date **12/14/2023**

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) **David Manzo**

(2) **John Covington**

Telephone [REDACTED]

Telephone [REDACTED]

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OR by email to RedlandsOCM@cityofredlands.org**

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**CITY OF REDLANDS
COMMISSION APPLICATION FORM**

City Manager's Office

(Please note that this form is a public record that may be subject to disclosure upon request)

COMMISSION\BOARD APPLIED FOR
Utilities Advisory Committee

Received

Name Sid Jain
Address [REDACTED]
Telephone (Work) [REDACTED] (Cell / Home) [REDACTED]
Email [REDACTED]
Occupation Finance Manager for Colton

Reasons for desiring to serve – relevant experience and qualifications:

I am qualified to serve on this commission as I have a CPA and a Master's in tax,

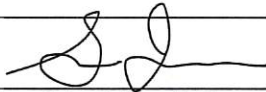
Additionally, I am the finance manager for the city of Colton. I am intimately

involved in city services on the finance side. As you may know we have our own utilities

accordingly I am familiar with the world of utilities including electric and water. I think my

background and current position would be a great asset to the commission. Thank you.

Signature



Date 11/30/2023

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Adam Guzkowski (2) Moises Artola

Telephone [REDACTED] Telephone [REDACTED]

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300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org**

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**CITY OF REDLANDS
COMMISSION APPLICATION FORM**

(Please note that this form is a public record that may be subject to disclosure upon request.)

COMMISSION\BOARD APPLIED FOR

City Manager's Office

Name Aholibama Ojeda DEC -5 2023

Address [REDACTED]

Telephone (Work) [REDACTED] (Cell / Home) [REDACTED]

Email [REDACTED]

Occupation Retired Retail Executive

Reasons for desiring to serve – relevant experience and qualifications:

Please see attachment

Signature [Signature] Date 12/05/2023

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Heather Longyear (2) Michelle Zelaya

[REDACTED] [REDACTED]

Yucaipa, CA 92399 Redlands, CA 92374

[REDACTED] [REDACTED]

Telephone Telephone

**Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org**

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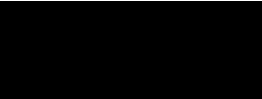
Address Verified

CITY OF REDLANDS COMMISSION APPLICATION ATTACHMENT

As a proud citizen of Redlands and a retired retail executive, I am eager to contribute to the city I've called home for the past decade. With a commitment to setting a positive example for my five children, I've actively served on multiple boards. My journey began in high school, where I held the position of vice-chair for the school's site council board and represented all my fellow students as the Student Representative of The City of Fresno, CA. Over the years, I've continued my community involvement through various roles in PTA and school site councils for my children's schools as well as other small positions like class parents and team managers for my children's teams. Additionally, I've dedicated my time to the National Soccer Organization Board, taking on several positions, including the most recent role as treasurer. I am excited about the opportunity to continue making a difference in my community.

Thank you for your consideration!

Aholibama Ojeda "Oly"



**CITY OF REDLANDS
COMMISSION APPLICATION FORM**

City Manager's Office

(Please note that this form is a public record that may be subject to disclosure upon request.)

DEC -6 2023

COMMISSION\BOARD APPLIED FOR
Utilities Advisory Committee

Received

Name Dan Jimenez

Address [REDACTED]

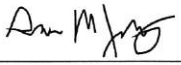
Telephone (Work) [REDACTED] (Cell / Home) [REDACTED]

Email [REDACTED]

Occupation Educator

Reasons for desiring to serve – relevant experience and qualifications:

Please see attached

Signature  Digitally signed by Dan Jimenez
Date: 2023.12.06 12:46:22 -08'00' **Date** _____

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) <u>Evan Sanford</u>	(2) <u>Maria Whitaker-Saucedo</u>
<u>Executive Director</u>	<u>Chair</u>

<u>Redlands Chamber of Commerce</u>	<u>Common Vision Coalition</u>
-------------------------------------	--------------------------------

Telephone <u>[REDACTED]</u>	Telephone <u>[REDACTED]</u>
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Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

Reasons for desiring to serve – relevant experience and qualifications:

I would be honored to serve the community of Redlands by joining the **Utilities Advisory Committee**. I believe that my educational background, lived experiences, and work-based skills make me an effective candidate for this committee.

First of all, I am a 15-year resident of Redlands with a passion for local government and community service. I am a homeowner and am raising my children in our cities public schools so I have a vested interest in the success of our community in all aspects. Having a Redlands homeowner's perspective on this committee will demonstrate that the city is interested in seeing issues from multiple perspectives and will enrich the conversation. Academically, I have a B.S. in Public Health from CSU San Bernardino and an M.A. in Learning and Teaching from the University of Redlands.

Civically, I am a graduate of the Leadership Redlands class of 2023, organized by the Redlands Chamber of Commerce. Throughout this program I have spent the last year attaining an incredible amount of knowledge regarding the different needs of our city from the role of city government to homelessness, education, healthcare, and geographic information systems, amongst others. It is my desire to use this in-depth knowledge of our cities key sectors to synthesize them for the common wellbeing and prosperity of the city's residents.

Specifically, the committee will be taking on a project/study that is time sensitive and will require dedication and focus from its members, which is something that I take in pride in bringing to the table. During the Leadership Redlands program, I was a lead committee member in the planning of our community service project (*Movies In the Park – North Redlands*). The result of our team's focus was a successful event that served over 1,000 community members. This nine-month experience has prepared me for continuing to work with city staff and reading recommendations as well as pursuing equitable outcomes for all in our community.

Finally, I am accustomed to working in teams and commissions. During my tenure at CSUSB I was the President of the Public Health Honors Society and I have served as the vice-chair of the School Site Council at my school site for the past two years. I am familiar with Roberts Rules of Order and conducting meetings when the Chair is absent. I am savvy with technology and a quick learner, which are essential skills for success in our modern society.

In summary, I believe that my educational background, lived experiences, and work-based skills make me an effective candidate for this committee.

**CITY OF REDLANDS
COMMISSION APPLICATION FORM**

(Please note that this form is a public record that may be subject to disclosure upon request.)

**COMMISSION\BOARD APPLIED FOR
Utilities Advisory Committee**

Name John E. James
Address [REDACTED]
Telephone (Work) NA (Cell / Home) [REDACTED]
Email [REDACTED]
Occupation Retired

Reasons for desiring to serve – relevant experience and qualifications:

Have served on several Utilities Advisory Committees including the first two and as chair on

the most recent UAC. I have served on Planning Commission and also served as a member of

City Council I believe that I can add value to the City and its residents as a member of the

Utilities Advisory Committee.

Signature [Signature] Date 11/21/23
** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) <u>Lynn Whitmer</u> <u>[REDACTED]</u> <u>Redlands</u> <u>[REDACTED]</u> Telephone <u>[REDACTED]</u>	(2) <u>Dave Maupin</u> <u>[REDACTED]</u> <u>Redlands</u> <u>[REDACTED]</u> Telephone <u>[REDACTED]</u>
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**Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org**

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✓ Verified Utilities Customer

**CITY OF REDLANDS
COMMISSION APPLICATION FORM**

City Manager's Office

(Please note that this form is a public record that may be subject to disclosure upon request.)

DEC -5 2023

**COMMISSION\BOARD APPLIED FOR
Utility Advisory Commission**

Received

Name Richard Corneille, PE

Address [REDACTED]

Telephone (Work) [REDACTED] (Cell / Home) [REDACTED]

Email [REDACTED]

Occupation retired civil engineer

**Reasons for desiring to serve – relevant experience and qualifications:
Served on previous Utility Advisory Commission**

Former Utilities Director at the City from 1985 to 1989

Consultant on water projects throughout Southern California for over 35 years

Resident of Redlands for 45 years

Board Member San Bernardino Valley Water Conservation District

Signature Richard Corneille

Date 12/5/23

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Neal Waner

[REDACTED]

Redlands

Telephone [REDACTED]

(2) Linda Hamilton

[REDACTED]

Redlands

Telephone [REDACTED]

**Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org**

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.



City Council/Financing Authority Meeting

I. 4.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8541 Annexation No. 29 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

MOTION(S):

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

1. I move that the City Council determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to adopt Resolution No. 8541.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8541 declaring intent to annex territory into Community Facilities District No. 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City Council established Community Facilities District No. 2004-1 (CFD) for the purpose of providing certain services which are necessary to meet demands placed upon the City by development. The City Council is being asked to consider Resolution No. 8541, a Resolution of Intention to annex territory into the CFD.

City staff received a petition from Meritage Homes of California, Inc. requesting annexation of its property into the CFD for the maintenance of parks, infiltration basins, catch basin inlets, fossil filters, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20336, Assessor's Parcel Numbers 0167-031-02 through 07 and 16 as shown on Attachment C. This annexation is for the properties on the north side of Domestic Avenue and East of I-210. Tract Map No. 20336 was approved by the City Council on October 5, 2021. If Resolution No. 8541 is adopted a public hearing will be scheduled for the City Council meeting on February 20, 2024.

The proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as it has been determined there is no possibility the annexation of the proposed project will result in an environmental impact.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan, Jr., City Manager

REVIEWED BY:

Yvette A. Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:

Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

There is no financial impact. All costs associated with the annexation are paid by the developer.

Attachments

Attachment A - Resolution No. 8541

Attachment B - Petition

Attachment C - Aerial

RESOLUTION NO. 8541

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 29)

WHEREAS, the City Council (the “City Council”) of the City of Redlands (the “City”) has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the “Community Facilities District”) for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the “Rate and Method”) set forth in Exhibit B hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the “LRO Index”); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the “RSO Index”); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is “Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California.”

Section 3. Amendment of Rate and Method. The reference to the “Los Angeles-Riverside-Orange County” Consumer Price Index in Section C of the Rate and Method is hereby replaced with the “Riverside-San Bernardino-Ontario Consumer Price Index.” No other portion of the Rate and Method shall be amended.

Section 4. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit “A” attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. Description of Territory Proposed To Be Annexed; Annexation Map. The territory that is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit “A” attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled “Annexation Map No. 29, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California,” which is on file with the City Clerk (the “Annexation Map”).

Section 6. Types of Services; Incidental Expenses; Plan for Providing Services. The services to be provided and financed by the Community Facilities District include the maintenance of parks, infiltration basins, catch basin inlets, fossil filters, landscaping, and street trees within letter lot “A” and street right-of-way adjacent to Tract Map No 20336, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying, and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

The rates and method of apportionment of said special taxes shall be as set forth in Exhibit “B,” attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category D as set forth in Exhibit “B” attached hereto and for Fiscal Year 2024-25, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit “B” attached hereto, subject to annual increases beginning in Fiscal Year 2025-26 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit “B”.

Section 8. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on February 20, 2024 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines.

Section 10. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the “protest hearing”) at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code (“Section 53326”) and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to

be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter

entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED, SIGNED AND APPROVED this 16th day of January, 2024.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

CERTIFICATE

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said City Council duly held on the 16th of January, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Redlands this 16th day of January, 2024.

Jeanne Donaldson, City Clerk

EXHIBIT “A”
LEGAL DESCRIPTION
FOR
ANNEXATION NO. 29 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor’s Parcel Nos.:

0167-031-02-0000
0167-031-03-0000
0167-031-04-0000
0167-031-05-0000
0167-031-06-0000
0167-031-07-0000
0167-031-16-0000

EXHIBIT “B”

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS

A Special Tax (the “Special Tax”) shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the “District”), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the “Council”), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

“Additional Maintenance” means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

“Additional Maintenance Rate Per Benefit Unit” means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City’s administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

“Basic Maintenance” means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians, and street trees and the associated maintenance of bushes, shrubs and ground cover.

“Base Rate Per Benefit Unit” means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City’s administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

“Benefit Unit” means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

“City” means the City of Redlands.

“Council” has the meaning set forth in the preamble.

“Commercial Property” means any Parcel that is used for the purpose of selling, distributing, or furnishing a product or service.

“Development” means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

“District” has the meaning set forth in the preamble.

“Exempt Property” means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space, and any other property that cannot be developed.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Industrial Property” means any Parcel that is used for the purpose of manufacturing a product.

“Land Use Category” means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

“Maximum Special Tax Rate(s)” means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

“Multi-family Residential Property” means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

“Parcel” means a lot or Parcel of land that is identified by an Assessor’s Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

“Religious Property” means any Parcel used as a place of worship or for other religious activities.

“Single-family Residential Property” means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

“Special Tax(es)” means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

“Special Tax Rate Category” means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

“Taxable Property” means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Maximum Rates Per Benefit Unit		
Special Tax Rate Category	Base Rate	Additional Maintenance Rate
A	\$250	\$0
B	\$250	\$100
C	\$250	\$200
D	\$250	\$300
E	\$250	\$400
F	\$250	\$500
G	\$250	\$600
H	\$250	\$700
I	\$250	\$800
J	\$250	\$900
K	\$250	\$1,000
L	\$250	\$1,100
M	\$250	\$1,200
N	\$250	\$1,300
O	\$250	\$1,400
P	\$250	\$1,500
Q	\$250	\$1,600
R	\$250	\$1,700
S	\$250	\$1,800
T	\$250	\$1,900
U	\$250	\$2,000
V	\$250	\$2,100
W	\$250	\$2,200
X	\$250	\$2,300
Y	\$250	\$2,400
Z	\$250	\$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.*, Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS
REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION
OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF
THE CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF
SPECIAL TAXES TO PAY THE ANNUAL COSTS OF SERVICES
(ANNEXATION NO. 29)

1. Meritage Homes of California, Inc. (“Owner”), requests that the City Council (the “City Council”) of the City of Redlands (the “City”) initiate proceedings pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”) for the annexation of the property described in Exhibit “A” attached hereto (the “Property”) to “Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California” (the “CFD”) for the purpose of providing for the funding, through the levy of special taxes, of the annual costs of services, including the maintenance of parks, infiltration basins, catch basin inlets, fossil filters, landscaping, and street trees within letter lot “A” and street right-of-way adjacent to Tract Map No. 20336, and any other public services authorized by the Act, in the area of the Property and the CFD.

2. Owner represents to the City Council that it is the owner of all of the Property.

DATED: _____, 2023

Meritage Homes of California, Inc., a California
corporation

By: _____
Its: Aaron Talanco
Vice President Land

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor’s Parcel Nos.:

0167-031-02-0000

0167-031-03-0000

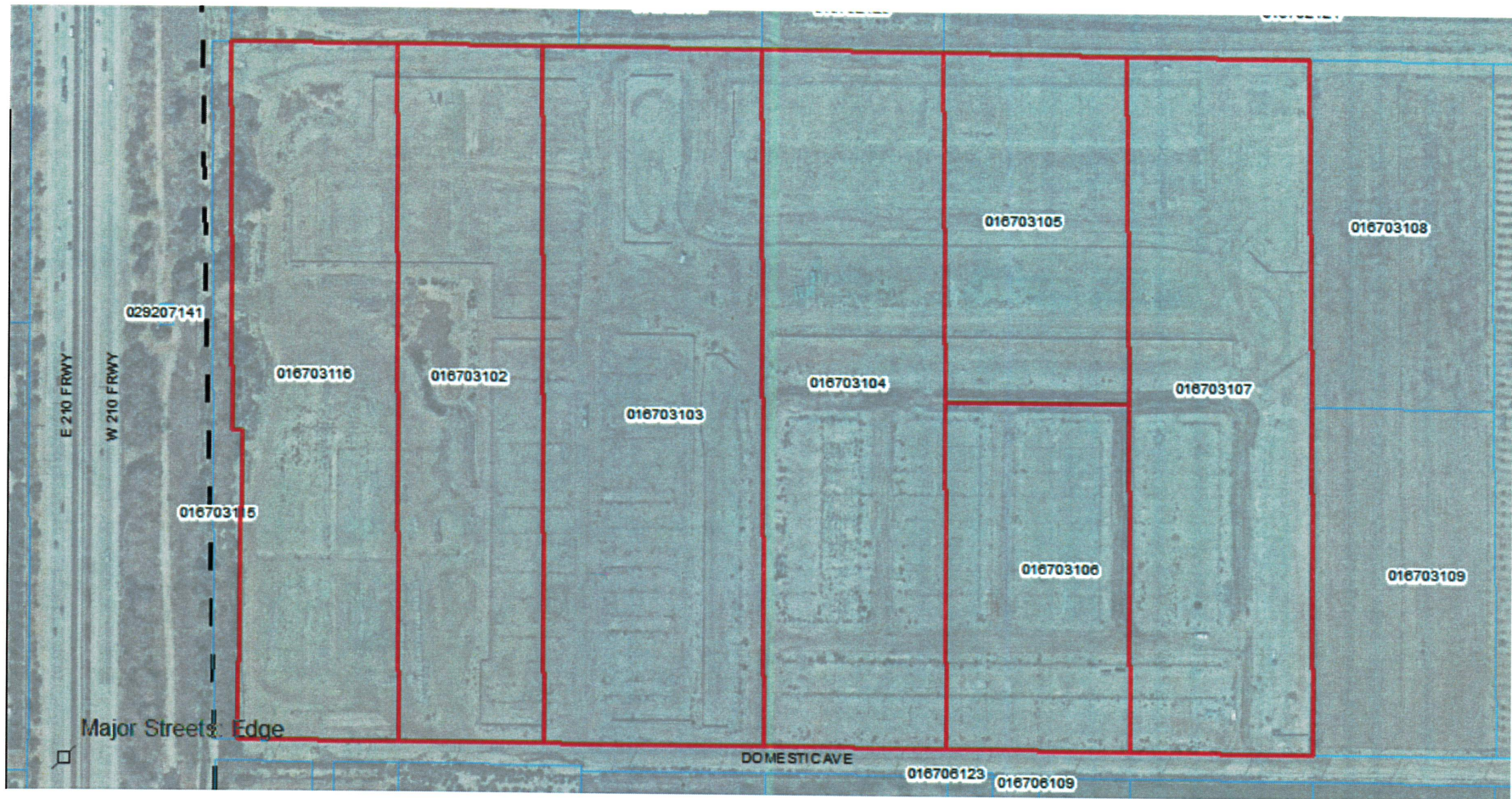
0167-031-04-0000

0167-031-05-0000

0167-031-06-0000

0167-031-07-0000

0167-031-16-0000





City Council/Financing Authority Meeting

I. 5.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a non-professional services agreement with JT Lewis, Inc. doing business as National Garage Door in the amount of \$490,205 for the purchase and installation of bay doors at Fire Stations 261, 262, and 263 (Fire Chief Sessler)

MOTION(S):

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

I move to approve a non-professional services agreement with JT Lewis, Inc. dba National Garage Door in the amount of \$490,205 for the purchase and installation of bay doors at Fire Stations 261, 262, and 263.

RECOMMENDATION:

Staff recommends that the City Council approve a non-professional services agreement with JT Lewis, Inc. dba National Garage Door in the amount of \$490,205 for the purchase and installation of bay doors at Fire Stations 261, 262, and 263.

DISCUSSION:

The existing overhead doors at Fire Stations 261, 262, and 263 have been a maintenance issue since the original installation. Common problems with the overhead doors include derailment during opening and closing. These derailments create extended response times, as suppression personnel must work to maneuver the door open for the apparatus to exit the station. Furthermore, other encountered challenges include narrow clearances between apparatus and the overhead door which has increased the probability of the apparatus accidentally striking the door when the door fails to open completely. As a result of continued issues, it is recommended that a folding door,

specifically a four-fold door system, be purchased and installed.

Four-fold doors are increasing in popularity with fire departments due to the speed at which they open, the reduced likelihood of being struck by apparatus, and their durability. Staff has researched bay doors and have found BATOR doors to be of superior quality. BATOR doors are built to have a life cycle of well over 1 million cycles with minimal maintenance required. These doors open and close at a rate of 1 to 2 feet per second, which assists with station security when responding to emergencies. BATOR doors also have a unique ability to disengage and re-engage from the floor level, which allows for emergency operation in the event of a power or mechanical failure. BATOR doors have been designed to minimize pinch points and include radar type sensors to prevent injury. Finally, BATOR doors utilize a complete door sealing system, which increases thermal efficiency and reduces infiltration of dirt, wind, bugs and moisture.

National Garage Door is an exclusive dealer for BATOR doors in the state of California. Staff is seeking City Council approval of a non-professional services agreement for the purchase and installation of the BATOR doors as a sole source purchase.

ALTERNATIVES:

Not approve a non-professional services agreement with JT Lewis, Inc. dba National Garage Door.

STRATEGIC PLAN:

Priority B - Public Safety

SUBMITTED BY:

Rich Sessler, Fire Chief

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: 2023-2024

Revenue Generating: N

Appropriation Required Y/N: N

Budgeted Y/N: Y

Discussion:

The total cost for the purchase and installation of bay doors for Fire Stations 261, 262, and 263 is \$490,205. This amount has been budgeted in the Fire Department's budget for fiscal year 2023-2024.

Attachments

Sole Source Letter

Quote

Professional Services Agreement



November 24, 2023

RE: Redlands Fire Stations #261,262,263

To Whom It May Concern:

National Garage Door, Kevin Lewis, of Rancho Cordova, CA, 95742 is a valued Bator Four-Fold Door dealer. They are the exclusive dealer for Bator in the state of California. They have a high level of knowledge with the installation and maintenance of the Bator doors. We are very proud to have them as part of the Bator family.

If you need any additional details, please let me know.

Thanks,

Larry Reddick
National Sales Manager

BATOR USA LLC

Head Office
12859 Wetmore Road
San Antonio, TX 78247
USA

Phone +1 833 522 1212

Mobile +1 336 209 9485

Larry.Reddick@bator.com

www.bator.com

PROPOSAL

11/22/23

National Garage Door

**3185 Fitzgerald Road
Rancho Cordova, CA 95742
916-638-4554**

**8739 Millergrove Drive, Unit C
Santa Fe Spring, CA 90670
323-997-4664**

**CA Lic #: 902465
DIR #1000004144
OSDS Ref# 48995**

ATTN: City of Redlands
Chief Brown

PHONE: 909-714-0594
EMAIL: rbrown@confire.org

RE: City of Redlands Fire Station 261, 262 and 263
Prevailing wage
Price includes all Design and Engineering for Doors

We hereby submit an estimate to: **FURNISH & INSTALL:**

Station 263:

2- 11-6 x 14 BATOR Four-Fold AFF158 Folding doors, Powder Coat Finish, Exterior Mount, 115 Volt, Single Phase, Light curtain on inside of door, Electric Edge, Timer to close, Fully Glazed Door with 1" Insulated Tempered Glass, Remote control and receiver per door, Long range antenna, IS40 Presence sensor, exterior saw cut loop and detector

2- Demolition and disposal of 2 sectional doors

2 Door Total: \$136,665.00

Electrical Wiring, conduit and Hookup for three doors

2 Door Electrical total: \$15,000.00

Station 262:

2- 11 x 10-9 BATOR Four-Fold AFF158 Folding doors, Powder Coat Finish, Exterior Mount, 115 Volt, Single Phase, Light curtain on inside of door, Electric Edge, Timer to close, Fully Glazed Door with 1" Insulated Tempered Glass, Remote control and receiver per door, Long range antenna, IS40 Presence sensor, exterior saw cut loop and detector

2- Demolition and disposal of 2 sectional doors

2 Door Total: \$144,665.00

PROPOSAL

11/22/23

Electrical Wiring, conduit and Hookup for three doors

2 Door Electrical total: \$15,000.00

Station 261 Back Doors:

3- 12 x 12 BATOR Four-Fold AFF158 Folding doors, Powder Coat Finish, Exterior Mount, 115 Volt, Single Phase, Light curtain on inside of door, Electric Edge, Timer to close, Fully Glazed Door with 1" Insulated Tempered Glass, Remote control and receiver per door, Long range antenna, IS40 Presence sensor, exterior saw cut loop and detector

3- Demolition and disposal of 3 sectional doors

3 Door Total: \$163,875.00

Electrical Wiring, conduit and Hookup for three doors

3 Door Electrical total: \$15,000.00

Grand Total: \$490,205.00

X _____
KEVIN LEWIS, General Manager

National Garage Door Co.
“...where service is our #1 priority.”

Note: This proposal may be withdrawn if not accepted within 30 days.

APPROVED BY _____ **DATE** _____

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

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

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to perform installation of fire station overhead rollup doors services for City (the “Services”). The Services that Contractor shall perform are more particularly described in Exhibit “A,” titled “Scope of Services,” which is attached hereto and incorporated herein by reference.
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

- 2.1 Contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City’s Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.
- 2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

- 2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Rich Sessler, Fire Chief, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. The Services shall commence as of the Effective Date of this Agreement.
- 4.2 Contractor shall complete the Services by June 30, 2025, unless the Services are earlier terminated as permitted herein.
- 4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

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

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

CITY

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

CONTRACTOR

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

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any

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

- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

JT LEWIS, INC.
DBA NATIONAL GARAGE DOOR

By: _____
Eddie Tejada, Mayor

By: _____
Kevin Lewis, Vice President

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

- Furnish and install three (3) – 12' x 12' BATOR four-fold AFF158 folding doors, powder coat finish, exterior mount, 115 Volt, Single Phase, Light curtain on inside of door, electric edge, timer to close, fully glazed door with 1" insulated tempered glass, remote control and receiver per door, long range antenna, IS40 Presence sensor, exterior saw cut loop and detector at Fire Station 261
- Furnish and install two (2) – 11' x 10-9' BATOR four-fold AFF158 folding doors, powder coat finish, exterior mount, 115 Volt, Single Phase, Light curtain on inside of door, electric edge, timer to close, fully glazed door with 1" insulated tempered glass, remote control and receiver per door, long range antenna, IS40 Presence sensor, exterior saw cut loop and detector at Fire Station 262
- Furnish and install two (2) – 1-6' x 14' BATOR four-fold AFF158 folding doors, powder coat finish, exterior mount, 115 Volt, Single Phase, Light curtain on inside of door, electric edge, timer to close, fully glazed door with 1" insulated tempered glass, remote control and receiver per door, long range antenna, IS40 Presence sensor, exterior saw cut loop and detector at Fire Station 263
- Demolition and disposal of 7 sectional doors
- Electrical wiring, conduit, and hookup of three (9) four-fold doors

EXHIBIT "B"

LABOR AND MATERIAL BOND

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

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Four Hundred Ninety Thousand Two Hundred Five Dollars (\$490,205.00). for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20__.

(SEAL)

(SEAL)

(Contractor)

(Surety)

BY:

(Signature)

(Signature)

Address:

(Seal and Notarial Acknowledgment of Surety)

Telephone() _____

EXHIBIT “C”

PRICE SHEET

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

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

JT LEWIS, INC.
DBA NATIONAL GARAGE DOOR

By: _____
Kevin Lewis, Vice President

Date: _____



City Council/Financing Authority Meeting

I. 6.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the donation of sixteen (16) CTECHi ST2000 portable power stations from Amazon Fulfillment Center Ont 9 (Police Chief Tolber)

MOTION(S):

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

I move that the City Council authorize a donation of sixteen (16) CTECHi ST2000 portable power stations valued at \$25,584 from Amazon Fulfillment Center ONT9 and approve an additional appropriation in such amount for the same.

RECOMMENDATION:

Staff recommends Council authorize the donation of sixteen (16) CTECHi ST2000 portable power stations valued at \$25,584 from Amazon Fulfillment Center ONT9 to the City of Redlands and authorize an additional appropriation of the same.

DISCUSSION:

Through a partnership with local Amazon Fulfillment Center ONT9, the Redlands Police Department (RPD) have been provided with sixteen (16) state-of-the-art CTECHi ST2000 portable power stations valued at \$25,584. These generators are exclusively powered by electricity, ensuring not only an eco-friendly solution but also a peaceful and pollution-free environment.

These generators will play a pivotal role in bolstering our city's preparedness for both regular business operations, unforeseen emergencies, and natural disasters. Additionally, five (5) of the generators will be allocated to RPD. By

utilizing the generators, RPD will enhance their capabilities, particularly in powering vital tools such as UAVs and various forensic equipment while in the field for extended periods of time. RPD would like to donate the remaining eleven (11) generators to the City of Redlands.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Rachel Tolber, Police Chief

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rachel Tolber, Police Chief
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Jeremy Floyd, Commander

Fiscal Impact

Fiscal Year:	2023/2024
Revenue Generating:	no
Appropriation Required Y/N:	Y
Amount:	25,584.00
Budgeted Y/N:	no
Account No.:	101202 7102
Discussion:	

Attachments

Additional Appropriation form

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/8/2023

FINANCE USE ONLY

TRANSACTION NO: _____

An additional appropriation is hereby requested as follows:

ACCOUNTING PERIOD: _____

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Small tools and equipment	101202	7102		25,584.00
				\$ 25,584.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Donations	101202	4819		25,584.00
				\$ 25,584.00 -

JUSTIFICATION: Donation from the Amazon Fulfillment Center ONT9 of sixteen (16)

CTECHi ST2000 portable power stations.

Requested By: _____
Department Head

Recommended By Finance Director:
Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk



City Council/Financing Authority Meeting

I. 7.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all Bids for Street Light Poles, Bollards, and Fixtures Painting, Project FCS10022023JBII (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move that the City Council reject all bids received for Street Light Poles, Bollards, and Fixtures Painting.

RECOMMENDATION:

Staff recommends City Council reject all bids received for Street Light Poles, Bollards, and Fixtures Painting, Project FCS10022023JBII.

DISCUSSION:

The Facilities and Community Services Department oversees the daily maintenance of the downtown and surrounding areas. Downtown Redlands provides a unique shopping and dining experience for residents and visitors alike. Throughout the year, field staff work diligently to keep the downtown area clean and inviting. On a routine maintenance check of downtown infrastructure, staff noted the need to repaint downtown street lights, bollards, and fixtures.

On October 3, 2023, staff posted a Request for Bid on Planet Bids in conformance with city standards. On October 16, 2023, the City Clerk received and opened five (5) bids. Staff is requesting City Council to reject all bids to permit staff to augment the bid specs and re-post on the bid board.

ALTERNATIVES:

City Council may provide staff with alternative direction

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

PREPARED BY:

Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 23/24

Revenue Generating: N/A

Appropriation Required Y/N: NO

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Discussion:

Attachments

City Clerk Bid Opening

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

The following bids were opened on the **23rd day of October 2023 at 9:30 a.m.** on behalf of the Facilities and Community Services Department for **Street Light Poles, Bollards and Fixtures Painting – FCS10022023JBII**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (2)	Total Bid Amount
1	Astro Painting Co., Inc. West Covina CA	Yes	2 acknowledged	\$98,615.00
2	Innovation Painting Inc., Ontario CA	Yes	3 acknowledged	\$107,000.00
3	United Paint & Coatings Co., Coachella Ca	Yes	2 acknowledged	\$134,615.00
4	US National Corp., Pacoima CA	Yes	2 acknowledged	\$136,820.00
5	Harbor Coating and Restoration, Orange CA	Yes	2 acknowledged	\$234,350.00



Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Jocelyn Butters



City Council/Financing Authority Meeting

I. 8.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sunday within Ed Hales Park on Sunday, February 25, 2024; approve a request for in-kind support in the amount of \$1,969 related to the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize the closure of a portion of 5th Street from 9:00 a.m. to 7:00 p.m. on February 25, 2024; and
3. I move to approve the expenditure of city resources and in-kind support in the amount of \$1,969.00 related to the event.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly related to the street closure request for a portion of 5th Street from 9:00 a.m. to 7:00 p.m. and the request for commercial vendors for the Giving Sunday event hosted by Stronger Together Now on February 25, 2024, within Ed Hales Park. Staff further recommends City Council direct staff accordingly concerning expenditure for in kind support.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon issuing a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community.

The non-profit organization, Stronger Together Now (STN), has hosted other events in Redlands and is requesting to hold the Giving Sunday event on February 25, 2024 at Ed Hales Park. The event will be held from 11:00 a.m. to 6:00 p.m. and includes 50 different food and commercial vendors. STN is also requesting a temporary street closure of 5th Street from E. State Street to the public parking lot entrance between the hours of 9:00 a.m. to 7:00 p.m for the location of the vendor booths and for the set-up and dismantling of the event. In addition to the commercial vendors, there will also be live music, kids' activities, service organizations and non-profit organizations participating in the event. STN is requesting in-kind support in the amount of \$1,969 for departmental resources including personnel and equipment for the Facilities and Community Services Department.

City Councils' approval is required for the event as the municipal code prohibits commercial activity within city parks and does not permit special events to take place within a city street. Should the City Council elect to approve the event, the following requirements will apply. The event will be held within the park perimeter and along 5th Street between E. State Street and the public parking lot entrance. All commercial vendors shall have a current City of Redlands business license to participate in the event; and the event shall comply with all County of San Bernardino Health Permit regulations.

ALTERNATIVES:

The City Council may elect to deny the event.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture. Enhance community events to better reflect Redlands' diversity and demographics.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Amber N. Davis, Administrative Assistant

Fiscal Impact
Fiscal Year:

FY 2023/24

Amount:

1969.00

Discussion:

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

Departmental Charges (Personnel & Equipment)	2024 Amount	Type	2023 Amount
Police Personnel ¹	\$0.00	Hard Cost	\$0.00
Fire Personnel ¹	\$0.00	Hard Cost	\$0.00
Facilities & Community Services Personnel ¹	\$1,875.00	Hard Cost	\$3,920.00
Personnel & Equipment Subtotal	\$1,875.00		\$3,920.00
Fees Established by City Council Resolution			
Park Reservation	\$94.00	Soft Cost	\$4,018.00
FCS Equipment	\$0.00	Soft Cost	\$0.00
Fire Equipment	\$0.00	Soft Cost	\$0.00
Fees Subtotal			
Total Departmental Charges and Fees	\$1,969.00		\$7,938.00

	\$1,875.00 (hard)		\$3,920.00 (hard)
	\$94.00 (soft)		\$4,018.00 (soft)
	\$1,969.00 (Total)		\$7,938.00 (total)

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

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2023-24 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	Waiver Amount	Net Amount
\$216,615.14	\$15,601.96	\$	\$232,217.10	\$232,217.10

Attachments

STN Street Closure Form
STN In-Kind Form
Non-Profit
STN Park Reservation
STN Giving Sun Map



PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Stronger Together Now

To close (street names) 5th Street

Between (street names) Ed Hales Parking Lot, 5th St. entrance to State St.

On (date) 2/25/24 from (time) 9:00 am to (time) 7:00 pm

Address of Applicant: 511 S. University St. Ca 92374

Signature of Applicant: _____ Phone No. 213- 595-8735

Condition(s): Staff to set up and remove street closure

Event Description: STN Giving Sundays with free market, artisan market, community focused activities/outreach

FOR OFFICE USE ONLY

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

- | | |
|--|---------------|
| 1. _____
Chief of Police | _____
Date |
| 2. _____
Municipal Utilities & Engineering Department | _____
Date |
| 3. _____
Facilities & Community Services Department | _____
Date |
| 4. _____
Risk Management Division | _____
Date |

Staff Notes:



Event Name: Giving Sundays Market

Event Date(s): 1/28/24 Location(s): Ed Hales Park

Rain Out Date: N/A Beginning Time: 11 00 End Time: 1 8 00

Describe Your Request:

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

Requesting in-kind support for fees attributed to park reservation, staff, equipment for multiple Giving Sundays events. Giving Sundays is focused on supporting local, small businesses, artists and performers, as well as providing free market through local drives and donations. It will attract large crowds to the Redlands area with emphasis on collective care. We are requesting 5th St closure for our market.

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

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

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

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

☒ Other Event receptacles, electricity, port-a-potties, hand washing station

Group/Organization Name: Stronger Together Now

Is your Group/Organization a Registered Non-Profit: ☒ Yes ☐ No Non-Profit Federal Tax ID Number: 86-3416186

Does your Group/Organization Presently Have Liability Insurance? ☒ Yes ☐ No *Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.*

Has your Group/Organization received fee waivers from the City in the past? Yes for Giving Sundays 2023

Primary Contact Name & Title: Janelle Guerrero, Corporate Operating Officer (COO)

Mailing Address: 511 S University St Redlands, CA 92374

Phone Number: 213-595-8735 E-Mail Address: strongertogethernow@gmail.com

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

Positive outcomes for your organization from this

The purpose is to provide resources to the community, to serve as a unified and collective voice and represent the diverse lived experiences of the underserved and isolated communities within the City of Redlands and surrounding cities in the IE. Giving Sundays enhances the city by encouraging diversity, equity and inclusion of all cultural backgrounds.

These events target issues related to the education, safety, personal and professional lives of all connected to the Redlands community. This event reestablishes a safe and comfortable space for diverse community members to feel a sense of connection to the environment which in turn improves collective care.

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

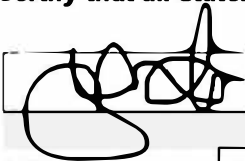
Supports local, small businesses, artists and performers; brings large crowds to the Redlands area with support for underserved & isolated communities. Generates revenue to consequent businesses within the city, bringing new people to the area and supporting/amplifying cultural diversity in a positive way.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1500	1000	15-25
Attendance: Non-Residents	1500	1000	15-25
Food & Beverage Sales	tbd		10
Merchandise Sales	tbd		40
Ticket/Entrance Fees	none	none	n/a
Other			n/a
Total Revenue	tbd	-\$500	tbd

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

Signature:



Title: COO

Please Print Your Name: Janelle Guerrero

Date: 7/30/2023

To Be Completed by the City of Redlands

Date Received:

Received By:

Notes:

City Manager Approval:

City Council Approval:

Stronger Together Now

EIN: 86-3416186 | Rialto, California, United States

Publication 78 Data

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

On Publication 78 Data List: Yes

Deductibility Code: PC [?](#)

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

[FinalLetter_86-3416186_STRONGERTOGETHERNOW_06152021_00.tif](#)
[https://apps.irs.gov/pub/epostcard/dl/FinalLetter_86-3416186_STRONGERTOGETHERNOW_06152021_00.tif]

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

Tax Period:

2021 (01/01/2021-12/31/2021)

EIN:

86-3416186

Organization Name (Doing Business as):

STRONGER TOGETHER NOW

Mailing Address:

351 Chaparral Street
Rialto, CA 92376
United States

Principal Officer's Name and Address:

Janelle Guerrero

351 Chaparral Street
Rialto, CA 92376
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

CITY OF REDLANDS – Facilities & Community Services Department

FORMAL PARK RESERVATION REQUEST

35 Cajon Street, Suite 222, P.O. Box 3005, Redlands CA 92373 (909) 798-7655 FAX (909) 335-6098

(Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.)

Date/Time of Activity 2/25/24 Date/Time of Set-up 9-11am Estimated Attendance 1500
 Requested Park: Brookside Community Crafton Brookside Ed Hales Ford
Jennie Davis Prospect Smiley Sylvan Texonia Other

Name of Organization/Individual Stronger Together Now; Janelle Guerrero
 Address 511 S University St City Redlands State CA Zip 92374
 Phone (W/H) 213-595-8735 (C) _____ (Email) strongertogethernow@gmail.com

Nature of activity (describe in detail): Giving Sundays is a collaborative effort to bring a free-market and artisan market to the community, we rely on local drives to provide resources to surrounding underserved communities. We also provide resources locally to those in need.

Ed Hales park is Handicap accessible, has port-a-potties, hand-sanitizing station, electricity, lighting, trash bins & center stage that allows for direct engagement.

☐ City Department ☒ Redlands Citizen ☐ Non-Citizen

Type of Equipment Set-up by Event Coordinator(s)

Tables Chairs EZ Ups Decorations Flowers Food Stereo Porta Potty Temporary Trash Bins Electricity
Other

Type of Vendor/Service

Jumper Caterer Clown Face painter Police Fire Other volunteers, staff, admin

Per Municipal Code 12.44.050 Outside sales are not allowed without express permission by the Quality of Life Director.

Per Municipal Code 12.44.190 No person shall cook or prepare on areas except for those specifically designated.

Per Municipal Code 5.04.090 All vendors are required to have a current business license with the City of Redlands.

Sylvan Park Picnic Areas

all Section "A" (select tables desired) _____ Gazebo Times: _____ am/pm to _____ am/pm Total Hours _____
 1 2 3 4 5 6 7 8 9
 10 11 12 13 14 15 16 17

all Section "C" (select tables desired) _____ Covered Picnic Area Times: _____ am/pm to _____ am/pm Total Hours _____
 1 2 3 4 5 6 7

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment mixer, dj controller, speakers, sub speakers, mics, amps

Nature of Use Entertainment, Communication with audience Time of day to be used 11 am am/pm to 5pm
 Chapter 12, Redlands Municipal Code

Applicant shall comply with all City laws governing use of Redlands parks. Applicant shall defend, indemnify and hold harmless the City and its respective officials, officers and employees from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by the approved reservation request (Permit). Applicant Initial JMG

NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City who determines that any provision(s) of the City's Municipal Code have been violated.

Applicant may be required to provide the City, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or endorsement, as additional insureds, the City of Redlands and its respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity. Proof of Insurance Policy No. NFP 1605735 Insurance Company Shelton Insurance Services, Inc.

Signature of Applicant [Signature] Date 9/6/2023

OFFICE USE ONLY

Approved Not Approved Authorized Signature _____ Date _____

Requirements:

Redlands Regular Meeting of 1/16/2024

86 of 178





City Council/Financing Authority Meeting

I. 9.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for \$125,000, fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for \$7,500, and determine that these actions are 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:

I move that City Council determine that approval of the Stock Sale Agreements to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for a total sale price of \$125,000, and fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

I move that City Council approve a Stock Sale Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for a total sale price of \$125,000; and

I move that City Council approve a Stock Sale Agreement to sell fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for a total sale price of \$7,500.

RECOMMENDATION:

Staff recommends City Council determine that approval of the Stock Sale Agreements to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for \$125,000 and fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for \$7,500 is exempt from environmental review pursuant to Section 15061(b)(3).

Staff further recommends City Council approve a Stock Sale Agreement to sell 250 South Mountain Water Company shares to The Dangermond Park Foundation for \$125,000.

Staff further recommends City Council approve a Stock Sale Agreement to sell fifteen (15) South Mountain Water Company shares to the Yucaipa Valley Water District for \$7,500.

DISCUSSION:

The City produces and distributes recycled water, drinking water, and non-potable water to more than 22,000 customers within the cities of Redlands and Loma Linda, and unincorporated areas within San Bernardino County. Water is typically produced from surface water diversions from the Santa Ana River and Mill Creek, and extractions from the Bunker Hill and Yucaipa groundwater basins. This water is either treated and disinfected at a City water treatment facility or at the wellhead site prior to distribution as drinking water, or is directly distributed for non-potable uses such as landscape irrigation.

The City owns shares in several local mutual water companies and well companies with various entitlements that provide access to raw surface and groundwater. One such company is the South Mountain Water Company (SMWC), which extracts water from the Yucaipa groundwater basin, a sub-basin of the Bunker Hill groundwater basin, through two (2) well sites located in the Yucaipa area. SMWC has issued 1,000 stock shares and the City owns 911 SMWC shares.

Two (2) City non-potable water customers located along Sand Canyon Road are the only individual users of water produced directly from the SMWC system and they receive a combined total of approximately 150-175 acre-feet of water annually. The Yucaipa Sustainable Groundwater Management Agency recently imposed a 518 acre-feet annual extraction cap (based on a rolling 5-year average) on SMWC. In 2022, SMWC significantly exceeded this cap and extracted approximately 900 acre-feet, which reduces the volume of groundwater extraction for the next four (4) years in order to remain within the imposed cap. In 2023, SMWC also exceeded this cap and extracted approximately 550 acre-feet. Additionally, the City's Water Production staff

operates and maintains the SMWC system at the direction of SMWC without reimbursement, which includes two (2) groundwater wells, a booster pump station, and approximately 3.5 miles of distribution piping. The City's super-majority share ownership position also obligates Redlands to absorb more than ninety percent (90%) of all direct financial costs associated with operating SMWC in the form of assessments. Due to this financial liability, concerns with SMWC's management of its water resources, and the small amount of water delivered to the City's two (2) non-potable water customers, it is no longer practical for the City to retain all of its SMWC shares.

In February 2023, the City Council authorized the City Manager or his designee to solicit purchase offers and terms for the sale of all or a portion of the City's 911 SMWC shares. Following City Council's direction, staff first negotiated with the City's two (2) non-potable water customers currently receiving SMWC water. Crafton Hills Community College (CHCC) is not interested in acquiring any of the City's SMWC shares and is pursuing a connection to the Yucaipa Valley Water District's recycled water distribution system.

After conducting a thorough due diligence process, the Dangermond Park Foundation (DPF) offered to purchase 250 of the City-owned SMWC shares for \$500 per share, for a total purchase price of \$125,000. Staff recommends City Council approval of a Stock Sale Agreement with DPF that formalizes the transaction terms. Approval of the DPF Agreement will reduce the number of SMWC shares owned by the City to 661.

Soon after finalizing the DPF Agreement terms, MUED staff received an unsolicited proposal from the Yucaipa Valley Water District (YVWD) to purchase SMWC shares from the City. YVWD is interested in purchasing the City's 661 remaining SMWC shares and is currently conducting its pre-purchase due diligence effort. The 2024 SMWC Annual Stockholders Meeting is scheduled for January 31, 2024. Therefore, YVWD has requested to purchase fifteen (15) of the City's remaining SMWC shares for \$500 per share, for a total of \$7,500, to allow YVWD representatives to attend the 2024 SMWC Annual Stockholders Meeting while they finalize their due diligence effort. Staff recommends City Council approval of a Stock Sale Agreement with YVWD that formalizes the transaction terms.

Approval of these Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that doing so has no possibility of causing a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendations 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
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services Director

PREPARED BY:

John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year: FY 23/24

Revenue Generating: Y

Amount: \$132,500

Discussion:

These transactions will generate \$132,500 in un-budgeted revenue for the Water Fund.

Attachments

SMWC Stock Sale DPF

SMWC Stock Sale YVWD

Stock Sale Agreement

This Stock Sale Agreement ("Agreement") is made and entered into as of January 16, 2024 ("Effective Date"), by and between the City of Redlands ("City") and The Dangermond Park Foundation, a 501(c)(3) corporation ("Buyer"). City and Buyer are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party."

Recitals

WHEREAS, City is currently the registered owner of nine-hundred eleven (911) shares of common stock of the South Mountain Water Company ("SMWC"); and

WHEREAS, City has agreed to offer Buyer the opportunity to purchase two-hundred fifty (250) shares of SMWC common stock (the "Purchased Shares"); and

WHEREAS, Buyer desires to exercise such opportunity to purchase the Purchased Shares from City, upon the terms and conditions and for the consideration set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Operative Provisions

1. Incorporation of Recitals. The Recitals set forth above are material and by this reference are incorporated herein and made a part of this Agreement.

2. Purchase and Sale of Shares. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase at the Closing, defined below, and City agrees to sell the Purchased Shares for the purchase price of One-Hundred Twenty-Five Thousand Dollars (\$125,000.00) ("Purchase Price"), payable in immediately available funds at Closing.

3. Closing; Delivery.

(a) The purchase and sale of the Purchased Shares shall take place at 35 Cajon Street, Redlands, California 92373, five (5) days after City approves this Agreement, or at such other time and place as City and Buyer mutually agree upon, orally or in writing (which time and place are designated as the "Closing"). City and Buyer currently expect and will use their best efforts to ensure that Closing will occur on or before January 31, 2024.

(b) At the Closing, Buyer shall deliver to City the full Purchase Price by wire transfer or other same day funds.

(c) At the Closing, City shall deliver to Buyer an originally executed Stock Assignment in the form attached hereto as Exhibit "A," and by this reference incorporated herein, relinquishing all right, title and interest in the Purchased Shares.

(d) City shall deliver to SMWC the following original stock certificates representing the Purchased Shares, endorsed by the City as transferred to Buyer or, in the alternative, for cancellation and issuance of a new certificate to Buyer representing the Purchased Shares in accordance with Article XI of the Bylaws of SMWC:

A236 11 Shares
A330 25 Shares
A333 15 Shares
A377 69 Shares
A343 35-1/2 Shares
A359 12 Shares
A379 15 Shares
A380 10 Shares
A386 5 Shares
A392 1 Share
A393 1/2 Share
A396 4 Shares
A400 14 Shares
A405 6 Shares
A410 4 Shares
A411 4 Shares
A429 4 Shares
A431 9 Shares
A436 2 Shares
A438 3 Shares
A440 1 Share

(e) City shall cause the transfer of the Purchased Shares, whether by endorsement of the above listed certificates of stock or their cancellation and issuance of a new certificate to Buyer representing the Purchased Shares, to be acknowledged on the books of SMWC in accordance with Articles XI and XII of the Bylaws of SMWC.

4. Representations, Warranties and Covenants of Seller. As a material inducement to the Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, City represents and warrants to Buyer as follows:

(a) Authorization. This Agreement, when executed and delivered by City, shall constitute a valid and legally binding obligation of City, enforceable against City in accordance with its terms. The Purchased Shares are free and clear of all encumbrances, liens and pledges and City has the right to sell the Purchased Shares in accordance with the terms of this Agreement. City has all requisite power and authority to enter into this Agreement and to perform the transactions contemplated hereby. This

Agreement is a legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except as limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by the availability of equitable remedies.

(b) Annual Assessments. City shall have paid all annual assessments for the Purchased Shares and respective share certificates as of the transfer date.

(c) Ownership of Shares of Company. City has full voting power and authority over the Purchased Shares, subject to no proxy, shareholders agreement, voting trust or other agreement or arrangement and has full right, power and authority to sell and deliver the Purchased Shares to Buyer in the manner provided for in this Agreement. Upon consummation of the transaction contemplated herein, City will transfer to Buyer good and valid title to all of the Purchased Shares, free and clear of any claim, lien, charge or encumbrance of any nature whatsoever, except the share legend.

(d) Effect of Closing. City acknowledges that as of the Closing and the sale of the Purchased Shares, City will have no right to share in any water rights of SMWC or receive any water service from SMWC associated with the Purchased Shares.

(e) Unless specifically contained in this Section 4, City makes no representation or warranty of any kind whatsoever, express or implied, with respect to either the transactions contemplated hereby or the condition (financial or otherwise) of, or any other matter involving, SMWC, City, any annual assessments or water delivery from and after the Closing Date, or the Purchased Shares.

5. Survival. The warranties, representations, and covenants of City shall survive the execution of the Agreement and the consummation of the purchase and sale of the Purchased Shares herein described for a period of twelve (12) months.

6. Miscellaneous Provisions.

(a) Non-assignability. Neither this Agreement, nor any interest herein, shall be assignable by Buyer without the prior written consent of City.

(b) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by First Class mail, postage prepaid, deposited in the United States mail in California, and if intended for either Party shall be addressed to the address provided below each Party's name on the signature page of this Agreement. Any Party, by written notice to the other Party, may change the address for notices to be delivered.

(c) Inurement. Subject to the restrictions against assignment set forth above, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the Parties.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purpose and intent of this Agreement.

(e) Entire Agreement. This Agreement contains the entire agreement of the Parties, and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties, relating to the subject matter contained in this Agreement, which are not fully expressed herein.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall be deemed to be one and the same instrument.

(g) Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the Parties, shall be governed by the laws of the State of California.

(h) Attorneys' Fees. If any action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including fees for a Party's use of in-house counsel, in addition to any other relief to which such Party may be entitled.

(i) Indemnification. From and after the Closing, Buyer shall indemnify, defend and hold harmless City and its successors and assigns against and from any and all claims, damages or liability sustained or incurred by City resulting from or arising out of or relating to the Purchased Shares with respect to periods subsequent to the Closing. From and after the Closing, City shall indemnify, defend and hold harmless Buyer and its successors and assigns against and from any and all claims, damages or liability sustained or incurred by Buyer resulting from or arising out of or relating to any failure to pay assessments with respect to the Purchased Shares for periods prior to the Closing.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

BUYER

The Dangermond Park Foundation

By: _____

Name: Jack Dangermond

Title: President

Address: P.O. Box 7555
Redlands, CA 92375

CITY OF REDLANDS

By: _____

Eddie Tejeda, Mayor

Address: 35 Cajon Street
Redlands, CA 92373

ATTEST:

By: _____

Jeanne Donaldson, City Clerk

Exhibit "A"
STOCK ASSIGNMENT

ASSIGNMENT SEPARATE FROM SHARE CERTIFICATE

The undersigned, hereby assigns and transfers to The Dangermond Park Foundation, two-hundred fifty (250) shares of common stock of South Mountain Water Company ("SMWC"), standing in the name of the City of Redlands, on the books of SMWC and represented by Stock Certificate Numbers:

A236 11 Shares
A330 25 Shares
A333 15 Shares
A377 69 Shares
A343 35-1/2 Shares
A359 12 Shares
A379 15 Shares
A380 10 Shares
A386 5 Shares
A392 1 Share
A393 1/2 Share
A396 4 Shares
A400 14 Shares
A405 6 Shares
A410 4 Shares
A411 4 Shares
A429 4 Shares
A431 9 Shares
A436 2 Shares
A438 3 Shares
A440 1 Share

Dated: _____

City of Redlands

By: _____

Name: Eddie Tejeda

Title: Mayor

Address: 35 Cajon Street

Redlands, CA 92373

Stock Sale Agreement

This Stock Sale Agreement ("Agreement") is made and entered into as of January 16, 2024 ("Effective Date"), by and between the City of Redlands ("City") and the Yucaipa Valley Water District ("Buyer"). City and Buyer are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party."

Recitals

WHEREAS, City is currently the registered owner of nine-hundred eleven (911) shares of common stock of the South Mountain Water Company ("SMWC"); and

WHEREAS, City has agreed to offer Buyer the opportunity to purchase fifteen (15) shares of SMWC common stock (the "Purchased Shares"); and

WHEREAS, Buyer desires to exercise such opportunity to purchase the Purchased Shares from City, upon the terms and conditions and for the consideration set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Operative Provisions

1. Incorporation of Recitals. The Recitals set forth above are material and by this reference are incorporated herein and made a part of this Agreement.

2. Purchase and Sale of Shares. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase at the Closing, defined below, and City agrees to sell the Purchased Shares for the purchase price of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Purchase Price"), payable in immediately available funds at Closing.

3. Closing; Delivery.

(a) The purchase and sale of the Purchased Shares shall take place at 35 Cajon Street, Redlands, California 92373, five (5) days after City approves this Agreement, or at such other time and place as City and Buyer mutually agree upon, orally or in writing (which time and place are designated as the "Closing"). City and Buyer currently expect and will use their best efforts to ensure that Closing will occur on or before January 31, 2024.

(b) At the Closing, Buyer shall deliver to City the full Purchase Price by wire transfer or other same day funds.

(c) At the Closing, City shall deliver to Buyer an originally executed Stock Assignment in the form attached hereto as Exhibit "A," and by this reference incorporated herein, relinquishing all right, title and interest in the Purchased Shares.

(d) City shall deliver to SMWC the following original stock certificates representing the Purchased Shares, endorsed by the City as transferred to Buyer or, in the alternative, for cancellation and issuance of a new certificate to Buyer representing the Purchased Shares in accordance with Article XI of the Bylaws of SMWC:

A261 5 Shares
A316 10 Shares

(e) City shall cause the transfer of the Purchased Shares, whether by endorsement of the above listed certificates of stock or their cancellation and issuance of a new certificate to Buyer representing the Purchased Shares, to be acknowledged on the books of SMWC in accordance with Articles XI and XII of the Bylaws of SMWC.

4. Representations, Warranties and Covenants of Seller. As a material inducement to the Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, City represents and warrants to Buyer as follows:

(a) Authorization. This Agreement, when executed and delivered by City, shall constitute a valid and legally binding obligation of City, enforceable against City in accordance with its terms. The Purchased Shares are free and clear of all encumbrances, liens and pledges and City has the right to sell the Purchased Shares in accordance with the terms of this Agreement. City has all requisite power and authority to enter into this Agreement and to perform the transactions contemplated hereby. This Agreement is a legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except as limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by the availability of equitable remedies.

(b) Annual Assessments. City shall have paid all annual assessments for the Purchased Shares and respective share certificates as of the transfer date.

(c) Ownership of Shares of Company. City has full voting power and authority over the Purchased Shares, subject to no proxy, shareholders agreement, voting trust or other agreement or arrangement and has full right, power and authority to sell and deliver the Purchased Shares to Buyer in the manner provided for in this Agreement. Upon consummation of the transaction contemplated herein, City will transfer to Buyer good and valid title to all of the Purchased Shares, free and clear of any claim, lien, charge or encumbrance of any nature whatsoever, except the share legend.

(d) Effect of Closing. City acknowledges that as of the Closing and the sale of the Purchased Shares, City will have no right to share in any water rights of SMWC or receive any water service from SMWC associated with the Purchased Shares.

(e) Unless specifically contained in this Section 4, City makes no representation or warranty of any kind whatsoever, express or implied, with respect to either the transactions contemplated hereby or the condition (financial or otherwise) of, or any other matter involving, SMWC, City, any annual assessments or water delivery from and after the Closing Date, or the Purchased Shares.

5. Survival. The warranties, representations, and covenants of City shall survive the execution of the Agreement and the consummation of the purchase and sale of the Purchased Shares herein described for a period of twelve (12) months.

6. Miscellaneous Provisions.

(a) Non-assignability. Neither this Agreement, nor any interest herein, shall be assignable by Buyer without the prior written consent of City.

(b) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by First Class mail, postage prepaid, deposited in the United States mail in California, and if intended for either Party shall be addressed to the address provided below each Party's name on the signature page of this Agreement. Any Party, by written notice to the other Party, may change the address for notices to be delivered.

(c) Inurement. Subject to the restrictions against assignment set forth above, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the Parties.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purpose and intent of this Agreement.

(e) Entire Agreement. This Agreement contains the entire agreement of the Parties, and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties, relating to the subject matter contained in this Agreement, which are not fully expressed herein.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall be deemed to be one and the same instrument.

(g) Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the Parties, shall be governed by the laws of the State of California.

(h) Attorneys' Fees. If any action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including fees for a Party's use of in-house counsel, in addition to any other relief to which such Party may be entitled.

(i) Indemnification. From and after the Closing, Buyer shall indemnify, defend and hold harmless City and its successors and assigns against and from any and all claims, damages or liability sustained or incurred by City resulting from or arising out of or relating to the Purchased Shares with respect to periods subsequent to the Closing. From and after the Closing, City shall indemnify, defend and hold harmless Buyer and its successors and assigns against and from any and all claims, damages or liability sustained or incurred by Buyer resulting from or arising out of or relating to any failure to pay assessments with respect to the Purchased Shares for periods prior to the Closing.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

BUYER

Yucaipa Valley Water District

By: _____

Name: Joseph Zoba

Title: General Manager

Address: 12770 2nd Street
Yucaipa, CA 92399

CITY OF REDLANDS

By: _____

Eddie Tejeda, Mayor

Address: 35 Cajon Street
Redlands, CA 92373

ATTEST:

By: _____

Jeanne Donaldson, City Clerk

Exhibit "A"
STOCK ASSIGNMENT

ASSIGNMENT SEPARATE FROM SHARE CERTIFICATE

The undersigned, hereby assigns and transfers to the Yucaipa Valley Water District, fifteen (15) shares of common stock of South Mountain Water Company ("SMWC"), standing in the name of the City of Redlands, on the books of SMWC and represented by Stock Certificate Numbers:

A261 5 Shares
A316 10 Shares

Dated: _____

City of Redlands

By: _____

Name: Eddie Tejada

Title: Mayor

Address: 35 Cajon Street

Redlands, CA 92373



City Council/Financing Authority Meeting

J. 1.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Parks and Recreation Advisory Commission
presented by Chair Doug Gonzales (Facilities and Community
Services Director Crocker)

DISCUSSION:

For this evening's City Council Meeting, Chair Doug Gonzales will be presenting the Parks and Recreation Advisory Commission's Annual Report.



City Council/Financing Authority Meeting

J. 2.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the designation of Voting Delegate to represent the City at the 2024 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly (Mayor Tejeda)

MOTION:

1. I move to designate Council Member Mario Saucedo to serve as the voting delegate at the 2024 Regional Conference of the Southern California Association of Governments (SCAG).
2. I move to designate Mayor Pro Tem Barich to serve as the alternate voting delegate at the 2024 Regional Conference of the Southern California Association of Governments (SCAG).

DISCUSSION:

The Southern California Association of Governments (SCAG) is holding its Regional Conference and General Assembly on May 2-3, 2024, at the JW Marriott Desert Springs Resort & Spa in Palm Desert, California. In order to participate in the SCAG General Assembly meeting, a delegate must be officially designated by the City. An alternate may also be designated in the event the designated delegate is unable to serve in that capacity.

This item is on the agenda to allow the City Council an opportunity to officially designate a delegate and alternate to participate in the SCAG General Assembly meeting. Additional information regarding the conference is attached for the Council's consideration.

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager

PREPARED BY:

Jennifer Macias, Management Analyst

Attachments

2024 SCAG Regional Conference & General Assembly



SAVE THE DATE! 2024 REGIONAL CONFERENCE & GENERAL ASSEMBLY

SCAG will host the 59th annual Regional Conference & General Assembly on May 2-3, 2024, at the JW Marriott Desert Springs Resort & Spa in Palm Desert. Mark your calendars to join Southern California's most influential leaders, innovators and policymakers for collaborative, solution-oriented discussions on fostering change and addressing challenges in our communities. Subscribe to updates from SCAG for information about registration as we get closer to the event.

Sponsorship Opportunities

SCAG's Regional Conference & General Assembly sponsorships provide an unparalleled opportunity to promote your commitment to the region and network with elected officials, decision makers, community leaders, and business stakeholders throughout Southern California.

800+
ATTENDEES

191
CITIES
REPRESENTED

120+
CITY MANAGERS,
CITY PLANNING STAFF &
COUNTY STAFF
IN ATTENDANCE

250+
ELECTED OFFICIALS

CONTACT

To learn more about sponsorship opportunities, please contact:

Perla Lopez
Special Events Producer
lopezp@scag.ca.gov.



City Council/Financing Authority Meeting

K. 1.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8540 overruling objections and proceeding with the weed abatement on subject properties
(Mayor to declare meeting open as a public hearing)
(Fire Chief Sessler)

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 for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

I move to adopt Resolution No. 8540, overruling objections and proceeding with the abatement of subject properties.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8540 overruling objections and proceeding with the abatement of subject properties.

DISCUSSION:

Beginning in March 2023, Community Risk Reduction staff performed inspections on parcels throughout the city to identify fire hazards. Staff identified approximately 20 parcels that required abatement. At the regular Council Meeting of December 19, 2023, the City Council adopted Resolution No. 8525 to declare weeds a public nuisance. A notice was then sent to each property owner to provide 10 days to abate the nuisance, or incur the cost of having the City abate their property and having the cost assessed upon their land as a lien until paid.

With the adoption of Resolution No. 8525, a public hearing date was set for January 16, 2024, as the date to hear any objections to the proposed weed abatement proceedings.

The adoption of Resolution No. 8540 will allow the City to proceed with the abatement of the identified parcels found in violation. The abatement of parcels will continue to mitigate the threat of wildland fires that can overwhelm firefighting forces and contribute to the deflagration of homes and property.

ALTERNATIVES:

Not adopt Resolution No. 8540 and stop abatement proceedings on subject properties.

SUBMITTED BY:

Rich Sessler, Fire Chief

Fiscal Impact

Fiscal Year: 2023-2024

Revenue Generating: N

Appropriation Required Y/N: N

Discussion:

There is no fiscal impact or costs associated with the adoption of Resolution No. 8540.

Attachments

Resolution 8540

Weed Abatement Notice

Resolution 8525

RESOLUTION NO. 8540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS OVERRULING OBJECTIONS AND PROCEEDING WITH ABATEMENT

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 8525 on December 19, 2023 that, by its terms, the City Council elected to proceed under Government Code Sections 39501 and 39502, and Section 39560 et seq., and declared as a public nuisance all weeds growing upon streets, sidewalks and private property in the City, and all rubbish, refuse and dirt upon parkways, sidewalks and private property in the City; and

WHEREAS, a public hearing was held on January 16, 2024, and no objections to the proposed removal of weeds, rubbish, refuse, and dirt were made or presented either in writing or orally or such objections were overruled by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. On December 19, 2023, the City Council elected to proceed under Government Code Sections 39501 and 39502, and Section 39560 et seq., and declared as a public nuisance all weeds growing upon the streets, sidewalks, and private property in the City and all rubbish, refuse and dirt upon parkways, sidewalks, and private property in the City, all as more particularly described in Resolution No. 8525 adopted on December 19, 2023.

Section 2. The City Council fixed January 16, 2024, at 6:00 pm, as the time and place for hearing all objections to the proposal of removal of weeds, rubbish, refuse, and dirt with respect to the properties described in Exhibit A, attached hereto and incorporated by reference herein, and the Fire Chief, or his authorized designee, was designated as the person to perform the duties imposed by Government Code Section 39560 et seq. upon the superintendent, and he did prepare notices to destroy weeds and remove rubbish, refuse and dirt and did in the time and manner prescribed by law cause copies of the notice to be conspicuously posted on or in front of the properties where the nuisance exists; the City mailed written notice of the proposed abatement to all persons owning property described in Resolution No. 8540 in the time, form and manner prescribed by law.

Section 3. The City Council held a public hearing on January 16, 2024, and no objections either written or oral to the proposed removal of weeds, rubbish, refuse, and dirt were presented and the hearing was closed on January 16, 2024 or the City Council overruled such objections.

Section 4. The superintendent is ordered to abate the nuisance declared by Resolution No. 8540 by having the weeds, rubbish, refuse, and dirt removed and for this purpose, the superintendent may enter upon private property to abate the nuisance. Before

the superintendent arrives, any property owner may remove the weeds, rubbish, refuse and dirt at his or her own expense.

Section 5. The superintendent, or the contractor awarded the work, as the case may be, shall keep an account of the cost of abatement in front of or on each separate parcel of land where the work is done and shall submit to the City Council for consideration, hearing of objections, modification and confirmation, and itemized written report showing this cost, all as more particularly prescribed by Government Code Section 39574.

ADOPTED, SIGNED AND APPROVED this 16th day of January, 2024.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, Deputy City Clerk

EXHIBIT A

Fall 2023 Weed Abatement Nuisance Declaration List
Accessor Parcel Numbers
0174-154-01-0000
0175-021-05-0000
0292-062-18-0000
0292-062-19-0000
0292-062-21-0000
0300-241-37-0000
0300-241-17-0000
0300-241-19-0000
0300-241-38-0000
0300-241-37-0000
0174-281-13-0000
0299-213-21-0000
0299-213-13-0000
0299-213-14-0000
0299-213-11-0000
0299-213-12-0000



FIRE DEPARTMENT

City of REDLANDS

Incorporated 1888
City of Redlands
35 Cajon Street, Suite 12, Redlands, CA 92373
909-798-7601



COMMUNITY RISK
REDUCTION DIVISION

Parcel Owner Name
Parcel Owner Address
Parcel Owner Address

NOTICE TO CLEAN PREMISES

Redlands Municipal Code Section 8.40.010 requires properties to perform vegetation management on all weeds, dry grasses, dead shrubs, dead trees, combustible rubbish, or any material growing upon the streets, sidewalks or upon private property within the city which bears seeds of a wingy or downy nature, which by reason of their size, manner of growth and location constitute a fire hazard to any building, improvements, crops, or other property. A copy of the Redlands Weed Abatement Guideline with detailed requirements is included with this Notice.

Notice is hereby given that on the 19th day of December, 2023, the City Council for the City of Redlands passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on this street, and that rubbish, refuse, and dirt were upon or in front of property on this street, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of the weeds, rubbish, refuse, and dirt 10 days from this notice: January 2, 2024. Otherwise they will be removed and the nuisance abated by the city and the cost of removal assessed upon the land from or in front of which the weeds, rubbish, refuse, and dirt are removed and will constitute a lien upon such land until paid. Reference is hereby made to the resolution for further particulars. A copy of said resolution is on file in the office of the city clerk.

All property owners having any objections to the proposed removal of the weeds, rubbish, refuse, and dirt are hereby notified to attend a meeting of the City Council of City of Redlands to be held at 35 Cajon Street, Redlands, California on January 16, 2024, at 6:00 pm, or as soon thereafter as the matter may be heard, when their objections will be heard and given due consideration.

Dated this 19th day of December, 2023.

Vincent Anderson
Fire Marshal
City of Redlands

NOTICE TO CLEAN PREMISES

RESOLUTION NO. 8525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING WEEDS A PUBLIC NUISANCE AND INITIATING ABATEMENT PROCEEDINGS

Section 1. The City Council elects to proceed under Government Code Sections 39501 and 39502, and Section 39560 et seq., to declare a public nuisance and abate all weeds growing upon streets, sidewalks, and private property in the City. In this resolution and in all subsequent proceedings, the term “weeds” means that, when mature, bear wingy or downy seeds that will attain such a large growth as to become a fire menace when dry, or that are otherwise noxious or dangerous, and includes sagebrush, chaparral, poison oak and poison ivy, when the conditions of growth are such as to constitute a menace to the public health, dry grass, stubble, brush, litter and all other flammable material that endangers the public safety by creating a fire hazard.

Section 2. The City Council declares as a public nuisance all weeds growing upon the streets, sidewalks, and private property in the City.

Section 3. The streets referred in Section 2 are described in Exhibit “A” attached hereto and made part hereof by this reference.

Section 4. The properties upon which, or in front of which, the nuisance declared in Section 2 exist are described in Exhibit “A” attached hereto and made part hereof by this reference. The City Council finds and declares that weeds on or in front of parcels specified in Exhibit “A” are seasonal and recurrent in nature. In accordance with Governmental Code Section 39562.1, the seasonal and recurrent nuisances shall be abated under Government Code Sections 39510 through and including 39588, and upon the second and subsequent occurrence in same calendar year, no further hearings will be held and notice shall be by mailing a post card as provided in Government Code Section 39562.1.

Section 5. The Fire Chief, or his authorized designee, is the person designated to perform the duties imposed by Government Code Sections 39560 through 39588 upon the Fire Marshal, and all references in these proceedings to Fire Marshal means that person.

Section 6. January 16, 2024, at 6:00 pm, or as soon thereafter as the matter may be heard, at 35 Cajon St., Redlands, California, is fixed as the time and place for hearing all objections to the proposed removal of weeds.

Section 7. The Fire Marshal shall prepare notices as follows: The heading of the notice shall be “Notice to destroy weeds” in letters not less than one inch in height. The notice shall be substantially in the following form:

NOTICE TO DESTROY WEEDS

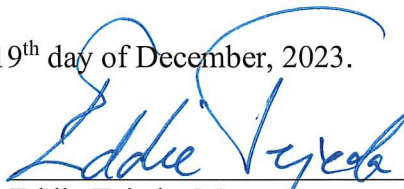
Notice is given that on December 19, 2023, the City Council of the City of Redlands passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on this street, and more particularly described in the resolution, and that they constitute a public nuisance that must be abated by the removal of the weeds. Otherwise, they will be removed and the nuisance abated by the City and the cost of removal assessed upon the land from on or in front of which the weeds and will constitute a lien upon such land until paid. Reference is made to the resolution for further particulars. A copy of the resolution is on file in the office of the City Clerk. All property owners having any objections to the proposed removal of the weeds, are notified to attend a meeting of the City Council of the City of Redlands to be held at 35 Cajon Street, Redlands, California, on January 16, 2024, at 6:00 pm, or as soon thereafter as the matter may be heard, when their objections will be heard and given due consideration.

Date: December 19, 2023

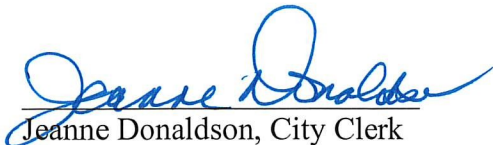
Fire Marshal
City of Redlands

Section 8. In addition to posting, the City Clerk shall mail written notice of the proposed abatement to all persons owning property described in Section 4 of this resolution. Then notice shall be mailed to each person to whom the property is assessed as shown on the last equalized assessment roll. The City Clerk shall mail the notice at least Five (5) days before the time set for hearing. The notice shall be in the form described above that is posted on the property, except that the notice shall be signed by the City Clerk and the notice need not contain the heading in one inch letters.

ADOPTED, SIGNED AND APPROVED ON this 19th day of December, 2023.


Eddie Tejada, Mayor

ATTEST:


Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of December, 2023, by the following vote:

AYES: Councilmembers Barich, Davis, Guzman-Lowery, Saucedo; Mayor Tejeda
NOES: None
ABSENT: None
ABSTAINED: None



Jeanne Donaldson, City Clerk

EXHIBIT “A”

[See Attached]

Exhibit "A"

Fall 2023 Weed Abatement Nuisance Declaration List
Accessor Parcel Numbers
0174-154-01-0000
0175-021-05-0000
0292-062-18-0000
0292-062-19-0000
0292-062-21-0000
0300-241-37-0000
0300-241-17-0000
0300-241-19-0000
0300-241-38-0000
0300-241-37-0000
0174-281-13-0000
0299-213-21-0000
0299-213-13-0000
0299-213-14-0000
0299-213-11-0000
0299-213-12-0000



City Council/Financing Authority Meeting

L. 1.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Termination Agreement with Citibank, N.A.; approval and finding of a public benefit of the Reimbursement Agreement with Property One, LLC; and approval of an additional appropriation of \$1,100,000 (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to approve the Termination Agreement with Citibank, NA, and the Reimbursement Agreement with Property One, LLC; and
2. I move to determine that the Reimbursement Agreement with Property One, LLC serves a public benefit because the funds will be used to relocate Citibank, NA from its current location at the future City Hall, located at 300 E State Street, to its new location at 333 Orange Street, thereby vacating space required by the City for development of the future City Hall facility; and
3. I move to approve the additional appropriation of \$1,100,000.00.

RECOMMENDATION:

Staff recommends that City Council approve the Termination Agreement with Citibank, N.A (Citibank).; determine a finding of public benefit regarding the Reimbursement Agreement with Property One, LLC and approve said Agreement; an additional appropriation of \$1,100,000 (Assistant City Manager Boatman)

DISCUSSION:

On June 15, 2021, the City Council approved a purchase and sale agreement with Redlands Community Investment Corporation for the acquisition of the Citrus Center, located at 300 East State Street, to develop the property into a future City Hall. The acquisition was completed on October 1, 2021. At the time of acquisition, the building was leased to dozens of tenants with terms ranging from one year to over ten years. The City took into account the time frame to develop plans to transition the facility into a City Hall and allow tenants to find new locations. In consideration of Citibank's long-term lease agreement, the City partnered with Citibank to locate an alternative, mutually beneficial location. The suite is the largest in the building and is planned to house the future City Council Chambers, the Permit Center, and the City Clerk's office.

After the City acquired the Citrus Center facility, development of the area around the Redlands Depot began, including new buildings and renovations to the building located at 333 Orange Street, where FedEx is situated. Staff worked closely with Property One, LLC and Citibank to explore options for relocation. Citibank determined that there was a benefit to relocating to 333 Orange Street after FedEx relocates into the adjacent, new building. To facilitate the relocation, the City will contribute \$1,100,000 toward tenant improvements to the new Citibank facility. This amount is only a portion of the total tenant improvement costs. However, the support in offsetting costs is necessary to facilitate the relocation of Citibank.

With the approval of the Reimbursement and Termination agreements, Property One LLC will initiate renovations to 333 Orange Street once FedEx relocates to its new building. The move is anticipated to occur in the second half of 2025, at which time the City will complete renovations to the current Citibank tenant suite at the new City Hall. However, the City will work closely with Citibank and Property One, LLC to ensure a smooth transition and will make every effort to move up the time frame, if possible.

ALTERNATIVES:

The City Council may elect not to approve the agreements. However, this will impede the City's ability to complete the development of the facility into the new City Hall.

STRATEGIC PLAN:

Supports Strategic Plan Priority D - Sustainability - Strategic Objects Infrastructure and Workforce.

SUBMITTED BY:

Christopher Boatman, Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Tricia Swope, Manager, Facilities & Community Services

Fiscal Impact

Fiscal Year: FY 2023-24

Appropriation Required Y/N: Y

Amount: \$1,100,000

Budgeted Y/N: N

Discussion:

The total reimbursement cost is \$1,100,000. This expense will be offset through a release of the Future Facilities reserve in the General Fund. The current available balance is \$24,811,486.

Attachments

- A. Termination Agreement
 - B. Reimbursement Agreement with Property One LLC
 - C. Additional Appropriation Form
-

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (“**Termination Agreement**”) dated _____, 2023 (the “**Effective Date**”) for reference purposes only, is made by and between **CITY OF REDLANDS**, a California municipal corporation and general law City (“**Landlord**”), and **CITIBANK, N.A.**, a national banking association (“**Tenant**”) (collectively, the “**Parties**” or individually a “**Party**”) with respect to the Lease Agreement dated January 15, 1999 as amended, supplemented and/or assigned (collectively, the “**State Street Lease**”) for the property located at 300 E. State Street in the City of Redlands (the “**State Street Building**”).

BACKGROUND

A. The State Street Lease was amended a total of eight times as follows: First Amendment dated December 29, 2003; Second Amendment dated July 31, 2008; Third Amendment dated December 1, 2009; Fourth Amendment dated October 31, 2011; Fifth Amendment dated December 8, 2014; Sixth Amendment dated February 9, 2016; Seventh Amendment dated February 17, 2020; and the Eighth Amendment dated September 24, 2020. On or about September 21, 2021, the State Street Lease was assigned to Landlord.

B. Under the Eighth Amendment, the State Street Lease term expires February 28, 2026, with three (3) options to extend for periods of five (5) years each.

C. Landlord intends to use and redevelop the State Street Building for the City of Redlands’ City Hall and as a result, Landlord and Tenant have mutually agreed to a termination of the Lease between them pursuant to which Tenant will vacate the State Street Building and relocate to the Orange Street Property (defined below).

D. In connection with Tenant’s relocation, the owner of the Orange Street Property, Property One, LLC, a California limited liability company (“**Orange Owner**”), has agreed to lease to Tenant that certain building located at 333 Orange Street, Redlands, California (the “**Orange Street Property**”) pursuant to the terms of that certain Lease dated _____, 2023 (the “**Orange Street Lease**”).

F. Landlord and Tenant have mutually agreed to terminate the State Street Lease in its entirety, on the terms and conditions set forth herein. To the extent the provisions of this Termination Agreement and the State Street Lease are inconsistent regarding termination, the Parties desire that the provisions of this Termination Agreement shall control.

AGREEMENT

The above recitals are made part of this Termination Agreement and incorporated herein. For good and valuable consideration, the Parties agree as follows:

1. Termination of State Street Lease. Subject to the terms of this Termination Agreement, Landlord and Tenant hereby agree that the State Street Lease shall terminate effective as of the Termination Date specified below. Until the Termination Date, the State Street Lease shall

remain in full force and effect and Landlord and Tenant shall be obligated to perform their respective obligations thereunder, provided, however, Tenant shall no longer be obligated to pay Rent (as defined in Section 18 of the State Street Lease) under the terms of the State Street Lease from and after the Commencement Date (as defined in Exhibit A attached hereto) of the Orange Street Lease. For purposes of this Termination Agreement and notwithstanding anything to the contrary in the State Street Lease, the “**Termination Date**” shall be the date which is ninety (90) days following the Commencement Date. Notwithstanding anything in the State Street Lease to the contrary, the Parties agree that effective as of the Termination Date, the provisions in the State Street Lease shall no longer be of any force or effect, except for those provisions that by their express terms, survive the termination of the State Street Lease, including, but not limited to, the indemnifications therein and Tenant shall have no responsibility, liability, obligation or financial commitment to Landlord, except as specifically set forth in this Termination Agreement.

2. Requirements of Tenant’s Surrender. Notwithstanding anything to the contrary set forth in the State Street Lease, Tenant shall not be obligated to repair or restore the State Street Property as a condition to the surrender thereof with the exception of Tenant’s obligation to remove, at its sole cost and expense, Tenant’s automated teller machines from the State Street Property, and Tenant shall not be obligated to remove utility and service lines to ATMs, replacing any floor coverings or otherwise restore the location of the ATMs. Other than as set forth in this Section 2, Tenant shall have no other obligations regarding the surrender or condition of the State Street Property, including but not limited to Sections 10 (Maintenance and Repairs), 11 (Alterations and Additions) and 29 (Surrender of the Premises) of the State Street Lease.

3. Reimbursement of Certain Improvements to Orange Street Property. It is acknowledged that, in recognition of Tenant’s relocation to the Orange Street Property under the Orange Street Lease, Landlord shall pay to Orange Owner a sum equal to the cost of certain tenant improvement work to be completed by the Orange Owner at the Orange Street Property as more particularly described in that certain Reimbursement Agreement dated _____, 2023 by and between Landlord and Orange Owner (“**Reimbursement Agreement**”). Notwithstanding anything to the contrary herein or in the State Street Lease, Landlord and Tenant confirm and agree that notwithstanding the payments by Landlord to Orange Owner pursuant to the Reimbursement Agreement, the State Street Lease shall not terminate and Tenant shall have no obligation to vacate or surrender the State Street Property unless and until the Termination Date of the State Street Lease occurs in accordance with the terms of this Termination Agreement.

4. Removal of Tenant’s Signage. Within sixty (60) days following the Termination Date, Landlord shall remove Tenant’s proprietary signage from the State Street Property and shall cause it to be destroyed. Upon completion of said destruction, Landlord shall deliver to Tenant an affidavit in the form attached hereto as Exhibit B confirming completion of such destruction. In order to keep Tenant’s customers and the public fully informed and to avoid confusion, Tenant shall have the right at all times prior to the date upon which all of Tenant’s signage has been removed from the State Street Property, to install and maintain temporary signage at the State Street Property announcing and providing information regarding Tenant’s new location at the Orange Street Property.

5. Governing Law. This Termination Agreement shall be governed by the laws of the State of California. The exclusive venue for any action arising from this Termination Agreement shall be in the Superior Court of the County of San Bernardino.
6. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Termination Agreement shall be in writing, addressed as set forth below, shall be given by (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) electronic mail message, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next business day, if delivered by a reputable express overnight delivery service; (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) transmission, if sent by electronic mail message.

If to Landlord: City of Redlands
P.O. Box 3005
Redlands, California 92373
Attn.: Chris Boatman
cboatman@cityofredlands.org

With a Copy to: Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Attn: Jessica Lomakin, Esq.
jessica.lomakin@bbklaw.com

If to Tenant: Citigroup Inc.
Corporate Law Department
388 Greenwich Street, 17th Floor
New York, New York
Attn: Associate General Counsel of Real Estate

With a Copy to: Sheppard Mullin Richter & Hampton LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626
Attention: Sean O'Connor
soconnor@sheppardmullin.com

7. Mutual Release of Claims. Except for the obligations of Landlord and Tenant under this Termination Agreement and the State Street Lease, as modified by this Termination Agreement, each Party, on behalf of itself and each of its successors and assigns, unconditionally and forever releases and discharges the other Party, its agents, employees, representatives, attorneys, officers, officials, directors, shareholders, predecessors, successors, and assigns from any and all claims, debts, liabilities, demands, obligations, promises, damages, costs, expenses (including but not limited to attorneys' fees and court costs), actions, causes of action, or other claims for relief under any theory (whether legal, equitable or other,

under the law, either common, constitutional, statutory, administrative, regulatory, or other, of any jurisdiction), whether known or unknown, suspected or unsuspected, which any Party may ever have had, may now have, or may hereafter acquire against the other Party arising out of or relating to the State Street Lease (the “**Released Claims**”).

8. Waiver of Unknown Claims. With respect to the Released Claims, this Termination Agreement is intended to and does apply with respect to all facts, acts and omissions, whether known or not known. After having first obtained advice from counsel and having had the legal effect of California Civil Code § 1542 explained to them by their own counsel, the Parties do hereby knowingly, intentionally, and expressly waive all benefits and protections with respect to the Released Claims under California Civil Code § 1542, as well as under any other statutes, legal decisions, or common law principles of similar effect. Section 1542 of the California Civil Code states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge that they may later discover facts in addition to or different from those they now believe to be true concerning the Released Claims and this Termination Agreement, and that notwithstanding such new or different facts, the releases contained in this Termination Agreement shall remain effective. The Parties acknowledge and agree that this waiver is an essential and material term of this Termination Agreement, without which the consideration given in this Termination Agreement would not have been given.

9. Tenant Representations. Tenant represents and warrants that to the best of its knowledge (a) Tenant is the rightful owner of all of Tenant’s interest in the State Street Lease; (b) Tenant has not made any disposition, assignment, sublease, or conveyance of the State Street Lease or Tenant’s interest therein; (c) Tenant has no knowledge of any fact or circumstance which would give rise to any claim, demand, obligation, liability, action or cause of action arising out of or in connection with Tenant’s occupancy of the State Street Building; and (d) there are no outstanding contracts for the supply of labor or material and no work has been done or is being done in, to or about the State Street Building which has not been fully paid for. The foregoing representation and warranty shall be deemed to be remade by Tenant in full as of the Termination Date.
10. Landlord Representations. Landlord represents and warrants that to the best of its knowledge that: (a) as of the Effective Date, Landlord shall have good and marketable title to the State Street Property, and (b) Landlord has the full right and authority to execute and deliver this Termination Agreement and perform in accordance with the terms hereof.
11. Miscellaneous. The Parties further agree to the following provisions:
- 11.1. Performance; Further Acts. The Parties agree in good faith to perform such acts and to prepare, execute, and file all documents as are reasonably required to give full force and effect to this Termination Agreement.

- 11.2. Successors and Assigns. This Termination Agreement shall be binding upon the Parties' respective successors and assigns, and is intended to confer rights and benefits only to the Parties and their respective successors and assigns. No person or entity other than a Party, or its successors or assigns, shall have a legally enforceable right or obligation under this Termination Agreement.
- 11.3. Attorneys' Fees. Each Party shall bear its own costs and attorneys' fees incurred or paid in connection with the negotiation and execution of this Termination Agreement, and the Released Claims.
- 11.4. Entire Agreement; Modification. This Termination Agreement constitutes the complete and entire agreement between the Parties concerning its subject matter, and supersedes all discussions, agreements, and understandings, whether prior or contemporaneous, oral or written, between or among the Parties, except as otherwise stated herein. This Termination Agreement may not be modified, amended, contradicted, supplemented, or altered in any way by any previous written or oral agreements or by any subsequent oral agreements and discussions, except as otherwise stated herein. This Termination Agreement may be modified or amended only by an instrument in writing executed by all Parties.
- 11.5. Authority to Execute Agreement. Each individual and entity executing this Termination Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the Party on whose behalf he, she or it is executing this Termination Agreement to the terms hereof.
- 11.6. Advice of Counsel. The Parties acknowledge that they have reviewed and revised this Termination Agreement and have had the opportunity to have the same reviewed by their legal counsel. The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination Agreement. The terms of this Termination Agreement have been completely read and explained by such attorneys, and such terms are fully understood and voluntarily accepted by each of the Parties.
- 11.7. Counterparts; Electronic Signature. This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signatures to this Termination Agreement may be transmitted electronically, and such electronic signatures shall have the same force and effect as an original.
- 11.8. Severability. Each provision of this Termination Agreement is separate, distinct, and severable from the others. If any provision is held unenforceable, the rest of the Termination Agreement shall be enforced to the greatest extent possible.
- 11.9. Assignment of Claims. The Parties have not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims addressed, resolved, compromised, settled or otherwise disposed of by this Termination Agreement.

- 11.10. No Admission of Liability. This Termination Agreement does not and shall not constitute an admission of fault or liability whatsoever by any Party.
- 11.11. Agreement as Defense. This Termination Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, motion, claim or other proceeding based on rights, claims, or interests compromised, resolved or released by this Termination Agreement.
- 11.12. Section Headings. The captions, subject, section and paragraph headings in this Termination Agreement are included for convenience and reference only. They do not form a part hereof, and do not in any way modify, interpret, or reflect the intent of the Parties. These headings shall not be used to construe or interpret any provision of this Termination Agreement.
- 11.13. Unavoidable Delay. If either party is delayed or prevented from the performance of any act required under this Termination Agreement by reason of acts of God, fire or other casualty, strikes, lockouts, labor disputes, civil disorder, inability to procure labor or materials, adverse weather conditions, governmentally-declared quarantine, pandemic or epidemic, power failure, enemy or hostile governmental action, civil commotion, insurrection, sabotage, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act is excused for the period of the delay. Landlord and Tenant agree that the Termination Date shall be extended in the event Tenant's move from the State Street Property to the Orange Street Property is delayed by reason of the delays described above in this Section 10.13.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this **TERMINATION AGREEMENT** as of the date last written below.

LANDLORD:

CITY OF REDLANDS,
a municipal corporation

By: _____
Eddie Tejeda
Mayor

Dated: _____

ATTEST:

Jeanne Donaldson, City Clerk
APPROVED AS TO FORM

Best Best & Krieger LLP
Jessica K. Lomakin
Special Counsel

TENANT:

CITIBANK, N.A.,
a national banking association

By: _____
Name: _____
Title: _____

Dated: _____

EXHIBIT A

ORANGE STREET LEASE - DEFINED TERMS

Tenant hereby confirms that the following is the relevant provision and the applicable defined terms in the Orange Street Lease.

1. **Section 4.1 Term (Excerpt)**. The Term of this Lease is for the period set forth in Paragraph 1.7 and commences, together with Tenant's obligation to pay Rent, on the first (1st) business day following the last day of the Time to Complete Tenant's Work (the "**Commencement Date**") as set forth in Paragraph 1.12, provided that the Commencement Date shall be extended on a day for day basis for the period of any delay in the completion of Tenant's Work arising out of or resulting from any unavoidable delay, as set forth in Article 28 (Unavoidable Delay), below, or any Landlord Delay, as set forth in this Paragraph 4.1 below. The Time to Complete Tenant's Work begins on the date (the "**Delivery Date**") upon which Landlord's Work as specified in Exhibit C is Substantially Complete, as defined in Exhibit C (including the issuance of the architect's certificate), and Landlord delivers to Tenant the Premises with full access as necessary for the commencement of Tenant's Work. Landlord shall provide to Tenant at least thirty (30) days prior written notice of the date that Landlord's Work is reasonably expected to be Substantially Complete.

2. Landlord's Work shall be deemed "**Substantially Complete**" when Landlord's Work is finished as certified by Landlord's architect, except for punchlist items and other minor items, the completion of which does not unreasonably interfere with the performance by Tenant of Tenant's Work.

3. Landlord shall deliver Premises to Tenant in Delivery Condition. "**Delivery Condition**" shall mean that (i) the Landlord's Work is Substantially Complete, (ii) the Premises and the parking area serving the Premises is accessible and in compliance with all applicable Laws, as defined in Paragraph 11.8 (Compliance with Law), (iii) the Premises are leak-free and watertight, broom clean and in good repair with all systems (including, without limitation, lighting, electricity, plumbing, life safety, and HVAC systems) and components in good operating order and condition.

4. "**Landlord Delay**" as used herein shall mean any delay in the completion of Tenant's Work or any delay in Tenant's opening for business at the Premises to the extent arising out of or resulting from an act or omission of Landlord, its agents, employees or contractors or a breach of this Lease by Landlord, including, without limitation, any defect, failure or lack of compliance in Landlord's Work or any failure to provide access to the Premises necessary for the conduct of Tenant's Work. Tenant shall only be permitted to claim a Landlord Delay if Tenant provided Landlord with written notice of the claimed Landlord Delay and provided Landlord with no less than two (2) business days to cure the event or breach at issue.

5. Time to Complete Tenant's Work is ninety (90) days, subject to extension for Unavoidable Delay and Landlord Delay.

6. **Unavoidable Delay.** If either party is delayed or prevented from the performance of any act required under this Lease by reason of acts of God, fire or other casualty, strikes, lockouts, labor disputes, civil disorder, inability to procure labor or materials, adverse weather conditions, governmentally-declared quarantine, pandemic or epidemic, power failure, enemy or hostile governmental action, civil commotion, insurrection, sabotage, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act is excused for the period of the delay.

EXHIBIT B

ATTESTATION OF DESTRUCTION OF CITIBANK'S PROPRIETARY SIGNAGE

I hereby confirm that I am an authorized employee or agent of the City of Redlands. I hereby confirm that any and all proprietary signage of Citibank, N.A. formerly located at 300 E. State Street, Redlands, CA has been destroyed and disposed of in compliance with all local, state and federal laws and regulations. Attached is evidence of such destruction and disposal, including photographs confirming the completion of such work.

ATTEST:

CITY OF REDLANDS,
a municipal corporation

By: _____
Name: _____
Title/Position: _____
Date: _____

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“**Agreement**”) dated January 16, 2024 for reference purposes only, is made by and between THE CITY OF REDLANDS, a California municipal corporation and general law city (“**Redlands**”), and PROPERTY ONE, LLC, a California limited liability company (“**Property One**”) who agree as follows.

1. Background.

A. Redlands presently leases that certain building located at 300 E. State Street, Redlands, California (the “**State Street Building**”) to Citibank, N.A. (“**Citi**”).

B. Redlands intends to use and redevelop the State Street Building for Redlands’ City Hall and as a result, Redlands and Citi have mutually agreed to a termination of the lease between Redlands and Citi pursuant to which Citi will vacate the State Street Building pursuant to that certain Termination Agreement dated January 16, 2024 (“**Termination Agreement**”) and relocate to the Orange Street Property (defined below).

C. In connection with Citi’s relocation, Property One has agreed to lease to Citi that certain building located at 333 Orange Street, Redlands, California (the “**Orange Street Property**”) pursuant to the terms of that certain Lease dated _____, 2023 (the “**Orange Street Lease**”).

D. In consideration of Citi’s relocation to the Orange Street Property, Redlands has agreed to pay a maximum reimbursement amount of \$1,100,000.00 (the “**Reimbursement Funds**”) for the tenant improvement work to be completed by Property One at the Orange Street Property to be performed in accordance with the terms of the Orange Street Lease.

E. Redlands is agreeing to pay the Reimbursement Funds provided for herein for the public benefits derived from use of the State Street Building as the City of Redlands City Hall. In its approval of this Agreement, Redlands finds and determines that the location and purchase of new property for use as Redlands’ City Hall would be impractical and result in greater cost and delay than use of the existing State Street Building.

F. The parties desire to execute this Agreement to set forth the terms and conditions of the disbursement of the Reimbursement Funds to Property One.

2. Disbursement of Reimbursement Funds. Payments under this Agreement shall be disbursed subject to the following conditions and procedures:

2.1 Conditions to Disbursement. Redlands and Property One agree that the Reimbursement Funds will be disbursed in three (3) installments, to be paid by Redlands to Property One within thirty (30) days after Redlands receives written notice that each of the following conditions, as applicable, have been satisfied. Redlands shall not be obligated to disburse any of the Reimbursement proceeds unless and until all of the conditions are met with respect to each such disbursement:

- a) with respect to the first installment of \$550,000, upon Property One having completed fifty percent (50%) of Landlord's Work (as defined in the Orange Street Lease) as certified by Landlord's general contractor or architect;
- b) with respect to the second installment of \$225,000, upon substantial completion of the Landlord's Work (for the purposes of this Agreement, substantial completion shall mean when a temporary certificate of occupancy has been issued for Landlord's Work at the Orange Street Property); and
- c) with respect to the third installment of \$225,000, upon the occurrence of the Rent Commencement Date or the surrender by Citi of the State Street Building, whichever occurs first (as defined in the Orange Street Lease).

3. Governing Law. This Agreement shall be governed by the laws of the State of California. The exclusive venue for any action arising from this Agreement shall be in the Superior Court of the County of San Bernardino.

4. Remedies Upon Default. An event of default shall be deemed to exist upon the occurrence of all three of the following:

- a) either Redlands or Property One has, without legal justification or excuse, breached any one or more of its obligations under this Agreement; and
- b) the non-defaulting party has sent written notice to the party claimed to be in default, specifying the default and what actions the non-defaulting party asserts should be taken to remedy the default; and
- c) the party claimed to be in default has not, within ten (10) days following receipt of the written notice described above, either corrected the default or taken actions, reasonable satisfactory to the non-defaulting party, to remedy the default within a reasonable period of time, but in no event longer than thirty (30) days after receipt of the written notice described above.

Following an event of default, the non-defaulting party may exercise any and all remedies available to it at law or in equity, including, without limitation, instituting an action for damages, injunctive relief, or specific performance.

5. Legal Challenges; Indemnification. Redlands represents and warrants to the best of its knowledge to Property One that (i) it has the full power and authority to execute and deliver this Agreement, and to perform and carry out all covenants and obligations to be performed and carried out by Redlands hereunder, and (ii) execution of this Agreement and all documents executed pursuant to this Agreement, and performance by Redlands of its obligations hereunder, will not breach or violate any other agreement, court order or other arrangement by which Redlands is bound. In the event of any third-party claims and/or suits arising out of Redland's payment of the Reimbursement Funds to Property One under this Agreement, Redlands will indemnify, defend and hold harmless Property One from and against any order, award, judgment, cause of action, claim or other actions arising out of this Agreement, including without limitation, any claims

related to City's use of public funds in entering into and performing under this Agreement. Property One acknowledges that Redlands is not a party to the Orange Street Lease. Redlands shall not be bound by any terms, conditions, or provisions of the Orange Street Lease, and it shall not be responsible for any obligations, duties, or liabilities arising from the Orange Street Lease. Property One will indemnify, defend and hold harmless the City, its officials, officers, employees and agents harmless for, from, and against any third-party claims and/or suits arising out of Property One's breach of the Orange Street Lease.

6. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement shall be in writing, addressed as set forth below, shall be given by (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) electronic mail message, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next business day, if delivered by a reputable express overnight delivery service; (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) transmission, if sent by electronic mail message.

If to Redlands:

City of Redlands
P.O. Box 3005
Redlands, California 92373
Attn.: Chris Boatman
cboatman@cityofredlands.org

With a Copy to:

Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Attn: Jessica Lomakin, Esq.
jessica.lomakin@bbklaw.com

If to Property One:

Property One, LLC
P.O. Box 7538
Redlands, California 92375
Attn.: Finance and Accounting

7. Amendments. This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transaction contemplated hereby, and shall not be amended or modified except by written instrument signed by all the parties.

8. Time. Time is of the essence of every provision contained in this Agreement. Whenever the time for performance or doing of act hereunder falls on a Saturday, Sunday or legal holiday, such time shall be deemed executed to the next successive business day.

9. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all

such parties are not signatories to the original or the same counterpart. Facsimile or scanned signatures to this Agreement shall be valid and binding. Capitalized terms used but not defined in this Agreement have the meanings given in the Company's operating agreement, as amended from time-to-time.

10. Term. This Agreement shall expire upon full payment of the Reimbursement Funds, unless earlier terminated; provided however, that the provisions contained in Section 5 herein shall survive termination of the Agreement and continue to govern the parties. Property One waives any right to further compensation or reimbursement arising out of Citibank's relocation except as contained in this Agreement.

11. Attorneys' Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.

12. Waiver. No provision, requirement, default or breach of this Agreement shall be deemed waived by either party except in writing.

13. No Joint Venture. Neither this Agreement, nor any obligation under this Agreement shall constitute a joint venture between Redlands and Property One.

14. Enforceability. If any provision of this Agreement is held to be unenforceable by a court of law, it shall be deemed to be unenforceable only with regard to the party and circumstance, and this Agreement shall remain in full force and effect in all other regards.

15. No Third Party Rights. Except as expressly stated in this Agreement, nothing in this Agreement shall create or shall give to third parties, including Citibank, any claim or right of action against Redlands or Property One.

16. Confidentiality. Redlands and Property One agree to keep the terms of this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party; provided, however, the Parties shall be permitted to make any disclosure required by law (including, without limitation, pursuant to California's public records laws and retention requirements), and to its employees, attorneys, accountants or its agents, to the extent reasonably necessary for such employees, attorneys, accountants, or agents to properly analyze and evaluate the proposed transaction and for such employees, attorneys, accountants and agents to advise the parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

17. Modification of Agreement. This Agreement and all documents and agreements referenced herein constitute the entire Agreement between the parties and incorporate all prior understandings in connection with the subject matter of this Agreement.

18. Exculpated Parties. Notwithstanding anything to the contrary contained in this Agreement, none of the shareholders, directors, officers, trustees, members, managers, partners, employees, or agents of Property One, Redlands, or their constituent parties nor any other person, partnership, corporation, company, or trust, as principal of Property One, whether disclosed or undisclosed (collectively, the "**Exculpated Parties**") shall have any personal obligation or liability

hereunder, and neither Property One nor Redlands shall seek to assert any claim or enforce any of its rights hereunder against any Exculpated Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

The parties hereto have entered into this Agreement as of the date last stated below.

LANDLORD:

CITY OF REDLANDS, a municipal
corporation

By: _____
Eddie Tejeda
Mayor

Dated: _____

ATTEST:

Jeanne Donaldson, City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
Jessica K. Lomakin
Special Counsel

TENANT:

PROPERTY ONE, LLC, a California
limited liability company

By: Judson & Brown, LLC, a Nevada
limited liability company, its manager

By: _____
Lance Lenhert, its manager

Dated: _____

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/5/23

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
Safety/City Hall Replacement Fund	406501	8501		\$ 1,100,000.00
				\$ 1,100,000.00

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

JUSTIFICATION: Reimbursement Agreement with Property One, LLC

This expense will be offset from a release of the Future Facilities reserve of the General Fund.

City Council meeting date January 16, 2024

Requested By: _____
Department Head

Recommended By Finance Director: _____
Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council: _____
Date: _____
Signed: _____
City Clerk



City Council/Financing Authority Meeting

L. 2.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with American International Environmental Inc. to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services and reporting for the California Street Landfill in an amount not-to-exceed \$448,877 for a period of one year, with two additional one-year renewal options for a total compensation amount not-to-exceed \$1,346,631 and determine that the agreement is exempt from environmental review pursuant to section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the agreement with American International Environmental Inc. is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to approve an agreement with American International Environmental Inc. to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services and reporting for the California Street Landfill in an amount not-to-exceed \$448,877 for a period of one (1) year, with two (2) additional one-year renewal options for a total compensation amount not-to-exceed \$1,346,631.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with American International Environmental Inc., to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services, and reporting for the California Street Landfill in an amount not-to-exceed \$448,877 for a period of one (1) year, with two (2) additional one-year renewal options for a total compensation amount not-to-exceed \$1,346,631. Staff further recommends that the City Council determine that the agreement with American International Environmental Inc. is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The California Street Landfill is required by Federal, State, and County agencies to remain in compliance with the regulatory requirements associated with the daily operations, monitoring and adjustments, routine gas flare emissions, as well as reporting of the landfill gas extraction systems, and reporting requirements. Requirements include: operations and maintenance of the gas collection wellfield and compliance probes; gas flare design to maintain proper capacity; operations and adjustments of the activated carbon and sulfa treatment systems, and monitoring and reporting in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1150.1. In addition, the California Street Landfill must comply with services related to the General Permit for Stormwater Discharged Associated with Industrial Activities, which includes, but is not limited to, stormwater sampling, monthly monitoring, report preparation, annual reporting, and an annual evaluation.

Landfill gas collection and control systems have many intricate components. Operating and maintaining the landfill in compliance with the regulations to control gas migration and emissions requires expertise in landfill gas system engineering, monitoring, data interpretation and system tuning, and troubleshooting. Although city staff is capable of performing limited monitoring and tuning, additional support is needed to fulfill all state requirements and specialized engineering tasks. Qualified landfill gas consultants bridge this gap by providing viable, significant technical knowledge, scientific solutions to environmental concerns, and many years of experience. Along with landfill gas consultants, stormwater compliance also requires the consultant to have a Qualified Industrial Stormwater Practitioner (QISP) in order to upload and certify all report preparation. Therefore, it is important to have an experienced consultant with landfill gas and stormwater qualifications to assist the City with the operation of the wellfield and gas control system and stormwater compliance.

The City advertised a Request for Proposal (RFP) on September 20, 2023, to provide Consulting Services for Landfill Gas Engineering Support, Stormwater Compliance Services, On-Call Service and Reporting for the California Street Landfill for the Facilities and Community Services Department. The proposals received included the budget for reporting, testing, stormwater compliance services, unscheduled emergency call out services, unexpected repairs, monitoring, and maintenance for consulting services.

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 policies. Staff deemed American International Environmental Inc. the most highly qualified firm, based on the response to the scope of work provided in the RFP.

Firm Name	Responsive Bidder	Responsible Proposer	Cost Proposal
American International Environmental Inc.	X	X	X
LFG Engineering Inc.	X	X	X
Alisto Engineering Group	X	X	X

If approved by City Council, the agreement will have an effective date beginning on February 2, 2024, to coincide with the expiration date for the City's current agreement for similar services. 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. The services that are included within the scope of work of this agreement include testing, monitoring, and reporting and will result in no physical changes or effect on the environment. Therefore, the services are consistent with the exemption.

ALTERNATIVES:

City Council may choose not to approve the agreement and direct staff to re-issue the bid.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

Revenue Generating: No

Appropriation Required Y/N: No

Amount: \$448,877.00

Budgeted Y/N: Yes

Account No.: 511900-6106

Discussion:

Sufficient funding for this service is included in the Solid Waste Division's budget for fiscal year 2023-2024 as approved by City Council.

Attachments

A. Agreement with American International Environmental Inc.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of consulting services for landfill gas engineering support, stormwater compliance services, on-call services, and reporting for the California Street Landfill (“Agreement”) is made and entered in this 16th day of January, 2024, by and between the City of Redlands, a municipal corporation (“City”) and American International Environmental Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide consulting services for landfill gas engineering support, stormwater compliance services, on-call services, and reporting for the California Street Landfill 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 Director, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit “A,” titled “Scope of Services,” which is attached hereto and incorporated herein by reference.
- 4.2 The term if this agreement shall be for a period of one (1) year commencing on February 2, 2024 (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, and “Extended Term”), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The compensation for Contractor’s performance of the Services shall not exceed the amount of Four Hundred Forty-Eight Thousand Eight Hundred Seventy-Seven Dollars (\$448,877) 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 Four Hundred Forty-Eight Thousand Eight Hundred Seventy-Seven Dollars (\$448,877) for the first term; and Four Hundred Forty-Eight Thousand Eight Hundred Seventy-Seven Dollars (\$448,877) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Million Three Hundred Forty-Six Thousand Six Hundred Thirty-One Dollars (\$1,346,631). For the Initial term and each Extended term, City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit “B,” titled “Price and 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:

Kambiz Jozitehrani
American International Environmental Inc.
3301 E Mira Loma #191
Anaheim, CA 92806
kambiztehrani@aieinc.org
Phone: 949-331-4452

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
 - D. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

- E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees, and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700,

Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

AMERICAN INTERNATIONAL
ENVIRONMENTAL INC.

By: _____
Eddie Tejada, Mayor

By: _____
Kambiz Jozitehrani, CEO

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The scope of work includes all fieldwork and sampling associated with the routine Operation, Monitoring and Maintenance (OM&M) of the Landfill Gas Extraction Systems (LFGES), Horizontal Expansion Support, Stormwater Permit Compliance Services at the California Street Landfill and hours for unscheduled emergency call out services.

The scope of work is designed to keep the landfill in compliance with the regulatory requirements related to LFG emissions and condensate, collection, handling, and destruction; ensure that the LFGES are effective in preventing surface emissions, subsurface migration offsite or into onsite enclosed structures; and that the majority of the LFG is extracted and conveyed to a LFG treatment facility which complies with the relevant regulatory requirements and maintains regulatory compliance with boundary probes. The California Street Landfill has also been enrolled in the Industrial General Permit (IGP) Program and must comply with services related to the General Permit for Stormwater Discharges Associated with Industrial Activities, which include, but are not limited to, stormwater sampling, monthly monitoring, report preparation, annual reporting and an annual evaluation.

EXHIBIT “B”
PRICE AND FEE SCHEDULE

SCOPE OF WORK-ROUTINE	PRINCIPAL	STAFF PRO	SR. TECH	TECH	CLERICAL	TOTAL	TOTAL	
	\$280	\$195	\$95	\$70	\$60	HOURS	PER EVENT	ANNUAL
Continuous Monitoring-Online	3	6				9	\$2,010.00	\$24,120.00
Routine Weekly Inspection				12		12	\$840.00	\$43,680.00
Routine Wellfield Monitoring-Twice mo.				24		24	\$1,680.00	\$40,320.00
Compliance Probe Monitoring-mo.				12		12	\$840.00	\$10,080.00
SEM-Res Environmental (Quarterly)							\$7,500.00	\$30,000.00
SUBTOTAL	3	6		48		57	\$12,870.00	\$148,200.00

REPORTING								
Monthly Reports								
LFGES OM&M Report	1	4	2			7	\$1,250.00	\$15,000.00
Condensate Handling Report		3	3			6	\$870.00	\$10,440.00
Quarterly Reports								
Monitoring Report	2	8	4	4	2	20	\$2,900.00	\$11,600.00
Quarterly Executive Summary Report		3				3	\$585.00	\$2,340.00
Annual Reports								
1150.1 Annual Report	5	10			3.5	18.5	\$3,500.00	\$3,500.00
Annual Federal Greenhouse Gas MRR Report	1	16				17	\$3,400.00	\$3,400.00
Groundwater Reports								
Quarterly Groundwater Monitoring Report (RWCQCB)		12	16		3	31	\$3,860.00	\$15,440.00
SSM, 1126.1, LMR, NSPS Reports								
Semi-Annual NSPS Report	2	12			3	17	\$3,080.00	\$6,160.00
Annual AB-32 LMR Report	2	12			3	17	\$3,080.00	\$3,080.00
Annual 1126.1 Report	2	3			1	6	\$1,805.00	\$1,805.00
SUBTOTAL	15	83	25	4	15.5	132	\$24,330.00	\$72,765.00

LABORATORY ANALYSIS-SCAQMD 1150.1	VOLUME	UNIT	RATE	+ 5% MARKUP			TOTAL	
							Per Event	Annual
Inlet-SCAQMD 25.1 fixed gases & TNMOCs, TACs, & H2S (1 sample/qtr.)	1	Each	\$450.00	\$472.50		1	\$472.50	\$1,890.00
ISS-SCAQMD 25.1 CH4 & TNMOCs, TACs, & H2S (2 samples/qtr.)	2	Each	\$450.00	\$472.50		2	\$945.00	\$3,780.00
Ambient Air-SCAQMD 25.1 CH4, TNMOCs, TACs, & H@S (4 samples/Mo.)	4	Each	\$450.00	\$472.50		4	\$1,890.00	\$22,680.00
Probe-SCAQMD 25.1 Fixed gases & TNMOCs, & TACs (1 sample/qtr.)	1	Each	\$450.00	\$472.50		1	\$472.50	\$1,890.00
SUBTOTAL	8		\$1,800.00	\$1,890.00		8	\$3,780.00	\$30,240.00

Landfill Gas Flare Source Test- Annual (2 flares)							\$12,750.00	\$12,750.00
SUBTOTAL							\$12,750.00	\$12,750.00

Stormwater Services- QISP- monthly Inspections, stormwater sampling, Ad hoc report, annual compliance report, annual report, additional services (not to exceed amount)	2	9				11	\$2,315.00	\$27,780.00
SUBTOTAL	2	9				11	\$2,315.00	\$27,780.00

SCOPE OF WORK ROUTINE	PRINCIPAL	STAFF PRO	SR. TECH	TECH	CLERICAL	TOTAL	TOTAL	
	\$280	\$195	\$95	\$75	\$60	HOURS	PER EVENT	ANNUAL
100 hours allocated to Unscheduled Emergency, call out services and unexpected repairs	60	120	170	650		1000	\$102,190.00	\$102,190.00
SUBTOTAL	60	120	170	650		1000	\$102,190.00	\$102,190.00

FULL TIME PROJECT MANAGER/ Weekly Inspection Reporting (52 WEEKS @ 2 HRS EACH)		2				2	\$390.00	\$20,280.00
SUBTOTAL		2				2		\$20,280.00

EQUIPMENT AND MATERIAL COSTS	VOLUME	UNIT	RATE					
Estimated Cost for Parts and Material	1	Quarter	708				\$708.00	\$2,832.00
Pump Tray/Vacuum Box	1	Daily	40				\$40.00	\$160.00
GEM	1	Monthly	550				\$550.00	\$6,600.00
Tedlar Bags (4 Bags/Quarter)	4	Each	30				\$120.00	\$360.00
PID	4	Daily	110				\$440.00	\$5,280.00
TSI	6	Daily	20				\$120.00	\$1,440.00
SUBTOTAL							\$1,978.00	\$16,672.00

TRAVEL COSTS	VOLUME	UNIT	RATE					
Truck Use	25	1	60				\$1,500.00	\$18,000.00
SUBTOTAL							\$1,500.00	\$18,000.00

TOTAL COSTS	\$448,877.00							
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EXHIBIT C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

AMERICAN INTERNATIONAL
ENVIRONMENTAL INC.

By: _____
Kambiz Jozitehrani, CEO

Date: _____



City Council/Financing Authority Meeting

L. 3.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed \$624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed \$2,057,659 (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed \$624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed \$2,057,659.

RECOMMENDATION:

Staff recommends that City Council approve the agreement with Burrtec Waste Industries, Inc. to provide processing of commingled recyclable material in an amount not-to-exceed \$624,346 for a period of one year, with two additional one-year renewal options for a total agreement amount not-to-exceed \$2,057,659.

DISCUSSION:

The Solid Waste Division operates automated refuse, recycling, and green waste collection for approximately 18,000 single-family and multi-family residential units. Collection bin service is provided one to six days per week to an estimated 900 customers, and commercial recycling services are provided to approximately 398 businesses.

The City of Redlands has grown exponentially and has a current population estimate of 73,288 residents. The constant growth of the City and the City's efforts to reduce its impact on the environment require that the processing of recyclable materials and the disposal of non-recyclable residual material is effective and meets all current and future state mandates.

City staff developed a bid request based on the tonnages that were estimated to be recycled annually. The City advertised the Request for Bid (RFB) for processing of commingled recyclable materials on October 25, 2023. On November 16, 2023, the City Clerk received and opened two bids. Staff evaluated the bids for conformance with the purchasing ordinance and verified the total price as shown in the table below. Burrtec Waste Industries, Inc. met all the bidding requirements and was deemed the apparent low bidder.

Bid Opening Report Summary Table

Bidder	Bid Price
Burrtec Waste Industries	\$2,057,659
CR&R Incorporated	\$2,789,859

Staff is recommending that the City Council approve an agreement with Burrtec Waste Industries, Inc. in the amount of \$624,346 for one year, with two additional one-year renewal options. Compensation for each subsequent one-year renewal option includes an increase. Should the agreement be renewed, the Compensation for Contractor's performance of the Services shall not exceed the amount of \$685,790 for the second term, and \$747,523 for the third term, bringing the total agreement to an amount not-to-exceed \$2,057,659. The City shall pay the Contractor on a time and materials basis up to the not-to-exceed amount per annual term amount outlined in the agreement.

ALTERNATIVES:

The City Council may elect to direct staff to reject all bids and re-issue the bid.

STRATEGIC PLAN:

Supports Priority D - Sustainability.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24

Amount: \$ 624,346

Budgeted Y/N: Y

Account No.: 511900-6710

Discussion:

Sufficient funding for this service is included in the Solid Waste Division's budget (511900) for Fiscal Year 2023-24 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in the subsequent budget requests prepared by the Department.

Attachments

A. Burrtec Agreement

B. Bid Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of commingled recyclable materials processing (“Agreement”) is made and entered in this 16th day of January, 2024 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Burrtec Waste Industries, Inc., a California corporation (“Contractor”). 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 CONTRACTOR

- 1.1 City hereby engages Contractor to perform commingled recyclable materials processing 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 Tabitha Crocker, Facilities and Community Services Director, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit “A,” titled “Scope of Services,” which is attached hereto and incorporated herein by this reference.

- 4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the “Initial Term”). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an “Extended Term”), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the “Term” of this Agreement.
- 4.3 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 twenty-four thousand three hundred forty-six dollars (\$624,346) 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 eighty-five thousand seven hundred ninety dollars (\$685,790) for the first Extended Term; and seven hundred forty-seven thousand five hundred twenty-three dollars (\$747,523) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million fifty-seven thousand six hundred fifty-nine dollars (\$2,057,659). For the Initial Term and each Extended Term, City shall pay Contractor on a price per ton basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit “B,” titled “Price Sheet,” which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor’s invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor’s invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY

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

CONTRACTOR

Tracy Sweeney, Vice President/CEO
 Burrtec Waste Industries, Inc.
 9890 Cherry Ave.
 Fontana, CA 92335
 tsweeney@burrtec.com
 (909) 429-4200
 Fax: (909) 429-4290

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 "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees, and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than 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.

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

CITY OF REDLANDS

BURRTEC WASTE INDUSTRIES, INC.

By: _____
Eddie Tejeda, Mayor

By: _____
Tracy Sweeney, Vice President/CEO

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Description of Specifications/ Scope of Services		
1		City collects or causes to be collected curbside recyclables from its residential and commercial program(s).
2		City will deliver the loads of residential and commercial recyclables to the contractor's location as follows:
	2.1	Between the hours of 6:00 A.M. to 5:00 P.M., Monday through Friday; 1150 S. Tippecanoe Ave. San Bernardino, CA 92408, or 1250 S. Tippecanoe Ave. San Bernardino, CA 92408
	2.2	For weeks where a holiday falls on a weekday and collection is extended to Saturday, hours for acceptance of the residential and commercial recyclable stream must be 6:00 A.M. to 4:00 P.M. on Saturday.
3		Once city staff delivers recyclable material to the facility, the Contractor shall provide the means and pay incurred costs for moving the City's residential and commercial recyclable material from Redlands to a materials recovery facility, if required.
4		Contractor will make every effort to expedite the City's trucks to the weight scale in order to avoid a wait until time that exceeds five minutes.
5		Contractor shall weigh the trucks on a State certified scale-with verified Weighmaster certificate prior to Redlands off-loading of materials on the tipping floor.
	5.1	After off-loading, the truck will be weighed (with access to weight scale provided within two (2) minutes as each truck exits the facility.
	5.2	An accurate weight ticket to be provided to the driver upon exiting with weight ticket including the following information: • Contractor's Facility Information • Weighmaster Certificate • Ticket Number • Deliver to Buyer • Weighed for Seller • Date • Time • Truck Number • Driver's Name • Carrier • Scale operator's name for gross weight and tare Weight, lb. Gross, lb. Tare, lb. Net.
6		Contractor shall dispose of the residual, non-recyclable material resulting from the processing of the City's residential and commercial recyclable material.
	6.1	Disposal of all residual materials will be in compliance with all State, Federal and local requirements.

	6.2	Contractor will provide a monthly report of how much residual, non-recyclable material was transported from the facility and where it was transported to. This report shall reflect all materials in tons.
7		Contractor will provide all necessary transfer and/or transportation equipment, personnel and supplies including, but not limited to the following:
	7.1	Land
	7.2	Loaders
	7.3	Permits
	7.4	Scales and transfer trucks
8		Contractor shall provide the following means of and location for the City's residential and commercial recyclable material:
	8.1	Baling
	8.2	Processing and sorting
9		Contractor shall provide all necessary building, equipment, land, personnel, and supplies including, but not limited to the following:
	9.1	Scales
	9.2	Loaders
	9.3	Tipping floors
	9.4	Screens and separators
	9.5	Other equipment, machines and permits associated with material recovery operations.
10		Contractor shall dispose of the residual, non-recyclable material resulting from the processing of the City's residential and commercial recyclable material.
	10.1	Contractor must provide a monthly report of how much residual, non-recyclable material was transported from the facility and where it was transported to.
	10.2	This report shall reflect all materials in tons.
11		Contractor must prepare and provide tonnage reports on a monthly basis to the City, detailing the quantity and type of material transported, received, processed, recovered, and disposed from the City of Redlands on a per ton basis.
	12.1	Reports shall indicate specific recovered commodity types on a per ton basis.
12		Contractor must submit payment to the City in the form of a check for revenues, once per month based on the fixed per ton rate. Check must be submitted by the 25 th day of the following month.
14		Contractor shall be current with payments on any and all City contract accounts to be eligible for bid submission. Bidders who are not current with payments on any and all City of Redlands accounts will not be considered for the Contract award.

EXHIBIT "B"
PRICE SHEET

A. Year One (1):

Item No.	Item Description	A Unit	B Estimated Qty	C Unit	D Total Price in Figures (B x C)
1.	Processing of Commingled Recycling Material	Tons	9,300	\$ 55.00 /Ton	\$ 511,500.00
2.	Per Ton Residual Disposal Processing Fee	Tons	1,700	\$ 66.38 /Ton	\$ 112,846.00
TOTAL A:					\$ 624,346.00

B. Year Two (2):

Item No.	Item Description	A Unit	B Estimated Qty	C Unit Price	D Total Price in Figures (B x C)
3.	Processing of Commingled Recycling Material	Tons	9,300	\$ 61.00 /Ton	\$ 567,300.00
4.	Per Ton Residual Disposal Processing Fee	Tons	1,700	\$ 69.70 /Ton	\$ 118,490.00
TOTAL B:					\$ 685,790.00

C. Year Three (3):

Item No.	Item Description	A Unit	B Estimated Qty	C Unit Price	D Total Price in Figures (B x C)
5.	Processing of Commingled Recycling Material	Tons	9,300	\$ 67.00 /Ton	\$ 623,100.00
6.	Per Ton Residual Disposal Processing Fee	Tons	1,700	\$ 73.19 /Ton	\$ 124,423.00
TOTAL C:					\$ 747,523.00

D. Total Contract Amount for Three (3) Years:

Item No.	Item Description	Total Price in Figures D
7.	Year 1 – Total A	\$ <u>624,346.00</u>
8.	Year 2 – Total B	\$ <u>685,790.00</u>
9.	Year 3 – Total C	\$ <u>747,523.00</u>
	Grand Total : (Lines 7 through 9)	\$ <u>2,057,659.00</u>

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

BURRTEC WASTE INDUSTRIES, INC.

By: _____
Tracy Sweeney, Vice President/CEO

Date: _____

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

The following bids were opened on the **16th day of November 2023 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Rebid-Processing of Commingled Recyclable Material FCS10252023NA**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Burrtec Waste Industries, Fontana, CA	Yes	N/A	\$2,057,659.00
2	CR&R Inc., Colton CA	Yes	N/A	\$2,789,859.00



Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Nathalie Ayala; Louie Miranda



City Council/Financing Authority Meeting

O. 3.

DATE: 01/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of September 19, 2023
(Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of September 19, 2023.

Attachments

Regular meeting minutes of September 19, 2023

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on September 19, 2023 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member

Absent: Mario Saucedo, Council Member

Staff: Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director

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

PUBLIC COMMENT

Coyote Aviation - Ten people, including Gil and Carol Brown, Bill Cheesman, Brad Evans, Barry Neumayer, Martha Wethey, Joel Rothschild, Dr. Pamela Miller, David Vannix, and Keith Kasin voiced their displeasure with the City's treatment of Coyote Aviation, stating it seemed the City was determined to shutter the local business not because they were a danger or nuisance to the community, but because of an administrative error. They questioned the City's method for calculating fair market pricing for a ground-only lease and thought it was not fair or ethical to take away private property. Many speakers praised the honesty, character and integrity of Gil and Carol Brown.

CLOSED SESSION

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

Four Cases:

- a. Harper v. City of Redlands, et al., U.S. District Court, Central District, Case No. 5:23-cv-00695-SSS-KKx
- b. Sedlick, et al. v. City of Redlands, et al., U.S. District Court, Central District, Case No. 5:23-cv-00457-JGB-KKx
- c. Scates v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2127794

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:21 P.M. with an invocation by Council Member Davis. The Pledge of Allegiance was conducted by Mariposa Elementary School 5th Grade Leaders.

CLOSED SESSION REPORT

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

PRESENTATIONS

Proclamation September 24, 2023 as Adult Literacy Day

Mayor Tejeda and Mayor Pro Tem Barich presented a Proclamation declaring September 24, 2023 as Adult Literacy Day in the City of Redlands to Nathan Gonzales, A.K. Smiley Public Library Archivist/Curator; Diane Shimota, Adult Literacy Coordinator; Raul Becerra, Program Participant; and Susan Hodges, Volunteer.

Proclamation The Unforgettables 25 Year Anniversary

Mayor Pro Tem Barich presented a Proclamation celebrating The Unforgettables 25 Year Anniversary to Tim Evans.

Sickle Cell Disease Program Recognition

Mayor Tejeda presented a Certificate of Recognition to Dr. Akshat Jain for his extraordinary commitment and valued contribution to the Sickle Cell Disease Program at Loma Linda University Children's Hospital.

PUBLIC COMMENT

Government Waste - Dennis Bell briefly complained about government waste including inflated salaries and mismanagement of CalPers.

Concerned Citizens - Ediberto Flores II, Ryes Quezada, Linda Macleod, Gilberto Gil and Rudy Lozano raised several concerns about recent allegations regarding actions of the Council Members, the City Manager and the Police Department. Issues were related to what was considered discrimination towards a police officer requesting bilingual pay and the poor treatment of the City's workforce, institutional racism, the possible cover-up of a high-ranking police officer's alleged sexual misconduct and the possible cover-up surrounding safety factors in connection to the fatal train accident. They insisted council members must show integrity, act swiftly and stand up for what was right.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of September 5, 2023.

Vote: 4 - 0 Passed

Proclamation September 24, 2023 as Adult Literacy Day

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the issuance of a Proclamation declaring September 24, 2023 as Adult Literacy Day in the City of Redlands.

Vote: 4 - 0 Passed

Proclamation The Unforgettables 25 Year Anniversary

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the issuance of a Proclamation celebrating the The Unforgettables 25 Year Anniversary.

Vote: 4 - 0 Passed

Resolution No. 8515 Voting Authorization Water Company Meetings

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8515 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8515 authorizing City staff to vote on behalf of the City at water company meetings. Each water company holds annual Shareholders Meetings, Board of Directors Meetings, and specially called meetings from time-to-time. The City is able to participate in these companies by voting on various issues at these meetings and historically, City staff has voted on behalf of the City at these meetings. Resolution No. 8515 ratifies that practice.

Vote: 4 - 0 Passed

Joint Utilities Laboratory Equipment Purchase

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the non-competitive purchase of Joint Utilities Laboratory equipment and related services directly from IDEXX Distribution, Inc. for an amount not-to-exceed \$41,161.02.

Vote: 4 - 0 Passed

Redlands Oktoberfest In-Kind Support

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, the Redlands Oktoberfest event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of \$14,061 related to this event; and authorized the sale and consumption of alcoholic beverages for the Redlands Optimist Club to be held on October 7, 2023, and October 8, 2023, at Sylvan Park.

Vote: 4 - 0 Passed

Joslyn Senior Center Renovation Project Third Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and approved the Third Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by ninety-two (92) calendar days.

Vote: 4 - 0 Passed

Stater Bros Charities Believe Walk In-Kind Support

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the request for in-kind support in the amount of \$38,861 related to the Stater Bros. Charities Believe Walk; and approved the temporary street closures related to the event to be held on Sunday, October 1, 2023.

Vote: 4 - 0 Passed

Public Disclosure Settlement Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Stanley Claiborne. Under the terms of the agreement, the City agrees to pay Mr. Claiborne \$20,000.00 to settle and dispose of disputes and controversies associated with a civil action pending in the United States District Court and entitled Stanley Claiborne v. City of Redlands, et al., Case No. 5:22-cv-01287-DMG-SK.

Vote: 4 - 0 Passed

COMMUNICATIONS

Accelerate Neighborhood Climate Action

Mayor Tejeda introduced Richard Corneille and Linda Hamilton of Accelerate Neighborhood Climate Action (ANCA) who reported on the organization's first year accomplishments. They established three strong programs: Community Education, Neighborhood Action Planning and Community Outreach and Engagement, which was supported by six teams and a coordinating council. Partnerships were developed with the University of Redlands, Inland Empire Resource Conservation District, Esri, and Inland Empire Master Gardeners.

They stated that climate change was the most serious threat facing humanity as witnessed through several local events, such as severe drought throughout the southwest, rivers and reservoirs at an all-time low, record rain and snowpack and record temperatures. Preparation was key at every level of the community, and they invited everyone to join them to strive to become a resilient community. ANCA goals for the next year include, the continuation of educational events; launch of neighborhood planning in at least 6 neighborhoods; bringing together at least 3 community networks to encourage working together on climate challenges; and leading a coalition to hold the second annual Day of Climate Action for Earth Day 2024. They thanked everyone with special thanks to Mayor Tejeda, Council Member Davis and the whole City Council for their support. As public comment, Dennis Bell pointed out inconsistencies with the City's policies and the City's actions.

Council Policy to Add Items to Agenda

Council Member Davis opened the discussion to consider establishing a policy for council members to add items to future City Council meeting agendas, as a way to provide for more transparency. This has been handled informally through requests made directly to the City Manager. As the administrative head of the City government, the City Manager prepares the agenda and has the authority to schedule agenda items based on those business items requiring City Council action. Staff conducted a brief survey of cities in the surrounding area to identify what methods, formal or informal, were currently being used for agenda preparation. Council Member Davis recommended her colleagues consider the policy of the City of Corona, which she said might be a good model for Redlands to follow. Mayor Pro Tem Barich and Council Member Guzman-Lowery were not ready to make a decision tonight and asked for more time and more details related to the Corona policy. Mayor Tejeda was comfortable with the current process for agenda items. Council Members agreed to bring the item back to a future meeting and directed staff to include additional details related to the policy of Corona.

PUBLIC HEARINGS

Appeal HSPC Certificate of Appropriateness Permit No. 665

Mayor Tejeda opened the public hearing and called on Planning Manager Brian Foote, of Development Services, for a summary of the applicant's request to appeal a decision by the Historic and Scenic Preservation Commission (HSPC) that denied Certificate of Appropriateness Permit No. 665. The appellants, Beverly and Kenneth Winchester, requested the approval of an existing 6-foot-high vinyl fence and a rolling gate within the street-side setback for the property located at 232 West Olive Avenue. The existing vinyl fence does not meet the recommended guidelines of the Secretary of the Interior's Standards

because it is incompatible with historic building materials and the home's Victorian style. Over the course of four meetings, HSPC Commissioners proposed several design alternatives for the applicant to explore, such as painting the fence, installing wood slats in front of the fence and gate, but a consensus was not found.

Beverly Winchester offered background of how the fence came to be, adding that she was not aware that her contractor should have pulled a City permit, but she said that she had cooperated with the requests of the HSPC. While driving through her historic neighborhood, she cited there were multiple examples of other vinyl fences in the district. As public comment, Bobby Garrity, of Yes In My Backyard (YIMBY), was opposed to policies limiting home ownership and burdening property owners. He added the historic preservation policies were counterproductive to those longing to purchase a home in Redlands. Andy Hoder warned the Council about setting a precedent and allowing a non-compliant fence to remain, and he pointed to other examples of homeowners who had been required to comply with the City's Municipal Code.

Council Members raised questions about the next steps for the property owners if the appeal was upheld tonight and wondered if there was a way to comply with the City's historic preservation codes while also balancing the cost of replacing the fence. With no further comment, the Mayor closed the public hearing, and it was determined the Council preferred to continue the matter.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously agreed, by roll call vote, to continue the appeal of the HSPC denial of Minor Certificate of Appropriateness No. 665, and allow staff more time to work with the property owners for an acceptable alternative to the 6-foot high vinyl fence.

Vote: 4 - 0 Passed

Resolution No. 8513 TVSP Sign Standards

Mayor Tejeda opened the public hearing and called on Planning Manager Brian Foote, of Development Services, who through a series of slides, provided details of Resolution No. 8513 to consider Amendment No. 1 to the Transit Villages Specific Plan (Specific Plan No. 65) consisting of the following items: Wall Signs; Canopy Signs; Sign Brightness; Sign Standards for Special District 1; Standards for Emergency Shelters; General Plan Consistency; Environmental Review. With no further comment, Mayor Tejeda closed the public hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8513 and approved Amendment No. 1 to the Transit Villages Specific Plan, and determined that adoption of Resolution No. 8513 is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. Amendment No. 1 to the Transit Villages Specific Plan (Specific Plan No. 65) consists of the following components: 1. Amend Section 4.9 (Sign Standards) to permit internally-illuminated wall signs and canopy signs within all TVSP districts except for designated historic properties; 2. Amend Section 4.9 (Sign Standards) to add regulations pertaining to sign illumination brightness; 3. Amend Section 4.2

(Zones Established) to state that signs on properties within Special District 1 shall be subject to the sign regulations contained in Redlands Municipal Code Chapter 15.36 for C-3, General Commercial zone; 4. Amend Section 4.8 (Emergency Shelter Standards) to update the development and operating standards pertaining to emergency shelters to comply with the requirements of current State law.

Vote: 4 - 0 Passed

NEW BUSINESS

Mayor Tejeda called for a brief recess at 7:55 P.M. The meeting reconvened at 8:00 P.M.

Agreement Occupational Training for City Employees

Assistant City Manager McConnell reviewed the need for an agreement with Reliance Safety Consultants for occupational training for City employees for the period August 1, 2023 through August 1, 2026. Cal/OSHA (California Occupational Safety and Health Administration) requires employees to undergo safety training to ensure a safe working environment. These training courses cover essential topics such as hazard identification, proper equipment usage, emergency procedures, and compliance with safety regulations. By equipping staff with the knowledge and skills to identify and mitigate potential risks, these trainings uphold regulatory requirements, reduce the likelihood of accidents, injuries, and costly liabilities, while promoting the well-being of both staff and the public they serve.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, an agreement with Reliance Safety Consultants for occupational training for City employees for the period August 1, 2023 through August 1, 2026, with two optional one-year extensions for a total not to exceed amount of \$425,000.

Vote: 4 - 0 Passed

Design and Construction Management Agreement New City Hall Facility

Assistant City Manager Boatman introduced a Professional Services Agreement with Miller Architectural Corporation for design and construction management services in an amount not to exceed \$1,368,579, for the new City Hall Facility Project on State Street. He introduced Gary Miller who provided an overview of the project team, existing conditions, project justification, scope/vision, budgeting, and scheduling. The scope of work includes plans and specifications for the renovations, including structural retrofit of the building, and construction management. The proposal estimates the process to take approximately two years, with the design drawing completed in June 2024 and construction beginning in early 2025. Staff will provide periodic updates to the City Council throughout the entire project process, including construction cost estimates. The project budget was estimated at \$11M. As public comment, Dennis Bell was concerned about containing project costs and thought the renderings were excessive and looked like the Taj Mahal.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Miller Architectural Corporation for the design of the City Hall Facility is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; approved the Professional Services Agreement with Miller Architectural Corporation for the design of the City Hall Facility in an amount not to exceed \$1,368,579; and approved an additional appropriation in the amount of \$1,368,579.

Vote: 4 - 0 Passed

Resolution No.8512 Five-Year Capital Project Needs Analysis

Municipal Utilities and Engineering Director Harris summarized Resolution No. 8512, adopting a Five-Year Capital Project Needs Analysis for FY 24/25 through FY 28/29 and explained this matter was an administrative action to retain the City's eligibility for Measure I funding. He pointed out the list of projects could be revised.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No.8512 adopting a Five-Year Capital Project Needs Analysis for FY 24/25 through FY 28/29; and determined this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 0 Passed

Mission Zanja Channel Improvements Project Additional Appropriation

Municipal Utilities and Engineering Director Harris explained that on September 5, 2023, City Council approved a construction contract with Harbor Coating and Restoration for the Mission Zanja Channel (MZC) Improvement Project between Texas Street and Eureka Street. However, the staff report inadvertently identified the incorrect funding source, the Storm Drain Fund, for this project. This fund uses Development Impact Fees (DIF), the use of which is restricted to infrastructure capacity expansion related to new development, which is not an appropriate use for this project since this section of the MZC is being maintained rather than expanded.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a \$381,799 additional appropriation from the General Fund unassigned fund balance for the Mission Zanja Channel Improvements Project.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Barich and Mayor Tejeda expressed their great sadness about the recent loss of the Los Angeles County Sheriff's Deputy killed in an ambush shooting. They urged a stop to violence.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:25 P.M. The next regular meeting of the City of Redlands City Council will be held on October 3, 2023.

REDLANDS FINANCING AUTHORITY

Chairperson Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Davis, the minutes of the regular meeting of May 16, 2023 were unanimously approved by roll call vote.

Vote: 4 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority meeting was adjourned at 8:26 P.M. The next Redlands Financing Authority meeting will be held on January 16, 2024.