CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

NOVEMBER 7, 2023

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

***

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

A G E N D A

The following information comprises the agenda for the regular meetings of the City Council of the City of Redlands and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, NOVEMBER 7, 2023

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

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

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

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

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.
- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak
- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

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

5:00 P.M.

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

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

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

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

Property:	0173-231-23-0000 and 0173-231-26-0000, The England Grove
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Meritage Homes of California, Inc
Under Negotiation:	Terms of payment and price of possible purchase of properties by the City

6:00 P.M.

E. **Reconvene City Council Meeting**

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

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

H. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Proclamation presentation to Assemblymember Eloise Gomez Reyes for her work in securing a $2,000,000 state budget appropriation for the Museum of Redlands Construction Completion (Mayor Pro Tem Barich)

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

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

Recycled Paper

1. Approve regular meeting minutes of October 17, 2023 (City Clerk Donaldson)

2. Proclamation recognizing Assemblymember Eloise Gomez Reyes for securing a $2,000,000 state budget appropriation for the Museum of Redlands Construction Completion (Mayor Pro Tem Barich)

3. Approve Final Map for Tract No. 20336 prepared and submitted by MLC Holdings, LLC. (Development Services Director Desatnik)

4. Accept the donation from the University of Redlands of $22,322, and authorize the expenditure of $3,500 on behalf of the City and the A. K. Smiley Public Library as designated by the University of Redlands, and approve additional appropriations totaling $18,822 for the corresponding expenditures in the Police and Fire Departments (Management Services/Finance Director Garcia)

5. Approve a ratification of the Memorandum of Understanding and Sub-Agency Agreement between the San Bernardino County Sheriff/Coroner/Public Administrator (County) and the Redlands Police Department (RPD) for the use of the LexisNexis Accurint Virtual Crime Center/Accurint Crime Analysis (AVCC/ACC) software and an additional appropriation of $12,397.50 to RPD (Police Chief Tolber)

6. Approve a Side Letter Agreement between the City and the Redlands Civilian Safety Employees Association (Assistant City Manager McConnell)

7. Approve a two-year policy renewal with California Dental Network providing dental insurance coverage for City employees (Assistant City Manager McConnell)

8. Approve the First Amendment to the Public Works Contract with Onyx Paving Company, Inc. for the 2022 Alley Paving Improvements Project to extend the time for the completion by sixty-five (65) calendar days to January 6, 2024 (Municipal Utilities and Engineering Director Harris)

9. Approve the First Amendment to the Public Works Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project to extend the project completion time by ninety (90) calendar days to February 5, 2024 (Municipal Utilities and Engineering Director Harris)

10. Approve the Second Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC. for the Water Distribution System Supervisory Control and Data Acquisition (“SCADA”) Upgrade Project to extend the project time for completion to December 31, 2024 (Municipal Utilities and Engineering Director Harris)

11. Approve amendments to the Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water Department for the development of a Salt Mitigation Plan and Feasibility Study (Municipal Utilities and Engineering Director Harris)

12. Approve the First Amendment to the Agreement with Liftech Elevator Services, Inc. to extend the term of the agreement to three (3) years and amend the total compensation to an amount not-to-exceed $101,407.20 (Facilities and Community Services Director Crocker)

13. Approve the use of city resources and the request for in-kind support in the amount of $12,374.10 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce on December 31, 2023, the sale and consumption of alcoholic beverages for the Redlands Chamber of Commerce's event; and that this item is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State’s guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

14. Approve the request for in-kind support for $3,180 related to the The Artlands Walk event hosted by The Artlands Creative to be held on December 9, 2023; approve a request to temporarily close East Vine Street, from Cajon Street to 6th Street, and Civic Center parking lot; authorize the request for the sale and consumption of alcoholic beverages at the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

K. **Communications**

1. Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Facilities and Community Services Director Crocker)

2. Sister Cities Hino, Japan Visit Report (Mayor Tejeda)

3. City Council Priorities: Northside Economic Development (Development Services Director Desatnik)

L. **New Business**

1. Consideration of Fiscal Years 2023 & 2024 Mid-Biennium Budget Update (Management Services/Finance Director Garcia)

2. Consideration of Salary Resolution No. 8520 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8504 (Assistant City Manager McConnell)

3. Consideration of the First Amendment to the Non-Professional Services Agreement with Synagro-WWT, Inc., for wastewater bio-solids hauling and disposal, to increase the total not to exceed amount to $1,190,000; and determine that approval of the Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

4. Consideration of a Professional Services Agreement with TKE Engineering, Inc. for an amount not-to-exceed $358,380 to prepare construction plans, specifications, and cost estimates for the Water Pipeline and Highline Replacement Project, and determination that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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 November 21, 2023

O. **Successor Agency of the former Redevelopment Agency of the City of Redlands**

1. Call regular meeting of the Successor Agency Board of Directors to order.

Recycled Paper

2. **Public Comment**
(At this time, the Agency Board will provide an opportunity for the public to address them on any subject, within the jurisdiction of the Successor Agency of the former Redevelopment Agency of the City of Redlands, 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 October 3, 2023 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on December 5, 2023.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

City Council/Successor Agency Meeting **J. 1.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve regular meeting minutes of October 17, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of October 17, 2023.

Attachments

Regular meeting minutes of October 17, 2023

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on October 17, 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; 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 and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

a. *Atkinson v. City of Redlands, et al.*, San Bernardino Superior Court, Case No. CIVSB2224706

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

Property:	204 E. Redlands Blvd (APN 0171-071-08-0000); 180 Ninth Street (APN 0171-088-06-0000, APN 0171-088-07-0000)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Lance Lenhert, Redlands Community Investment Corporation
Under Negotiation:	Terms of payment and price of possible purchase of property by the City

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

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

PRESENTATIONS

Proclamation Redlands Temple of the Church of Jesus Christ of Latter-day Saints

Mayor Pro Tem Barich presented a Proclamation in celebration of the 20th Anniversary of the Dedication of the Redlands California Temple of the Church of Jesus Christ of Latter-day Saints to Henk Fischer, President of the Redlands Stake, and Stephen Tyler.

PUBLIC COMMENT

Renaming Redlands Theatre Festival - Paul Blatchley again urged the Council to consider renaming the Avice Meeker Sewall Theatre in honor of Cliff Cabanilla, who provided the vision, tenacity and leadership to establish a repertory theatrical organization bringing 51 years of entertainment to the lush surroundings of Prospect Park.

Drag Show - Joshua Hall, Pastor Heather Holley Baeumel, and Dale Broome, M.D. raised concerns related to an upcoming event, sponsored by Stronger Together Now, celebrating Hispanic and Latino culture at Ed Hales Park. They said the program advertised a 15-minute drag queen show in the afternoon, and they strongly opposed this performance, thought the segment should be cancelled and said it was not appropriate for young children. Kenneth Ford supported the La Mas event and said it was important to show compassion rather than hatred when talking about different lifestyles.

Voter Registration - Peter Hall said he thought that a large number of people were falsely registered to vote in Redlands.

Various Concerns - Dennis Bell expressed frustration related to the Arrow Train and noted this month marks the one-year anniversary. He questioned why no one seemed to be using the service and thought the official ridership numbers were high. He wasn't impressed with the building at 300 E State Street slated as the new city hall, and said it was outdated.

Step Up in Redlands - Bradley Williams thanked the Council for converting the Good Nite Inn to house the City's homeless community but was worried about the recent default notices served on the property owners and the $2 million in liens filed. He asked if the City had a contingency plan if financial woes continued to plague the owners.

Assistance for Those in Need - Paul Martinez wondered if there were resources to assist those in need and especially for those who may not be homeless but still very much in need of help.

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 October 3, 2023.

Vote: 5 - 0 Passed

Proclamation 20-year Anniversary of Redlands LDS Temple

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation celebrating the 20-year anniversary of the dedication of the Redlands California Temple of The Church of Jesus Christ of Latter-day Saints.

Vote: 5 - 0 Passed

Resolution No. 8519 Classifying Food Waste Processing

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the proposed action is categorically exempt from the California Environmental Quality Act; and adopted Resolution No. 8519 approving Commission Determination No. 65, seeking classification of food waste processing as a permitted use at existing composting recycling facilities in the Agricultural (A-1-20) zoning district, including the specific facility at 13024 San Timoteo Canyon Road (APN: 0294-071-01-0000).

Vote: 5 - 0 Passed

Environmental Site Assessment Services Alabama Street Septage Disposal Ponds

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 a Professional Services Agreement with Rincon Consultants, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Agreement with Rincon Consultants, Inc. for environmental site assessment services at the Alabama Street Septage Disposal Ponds for an amount not-to-exceed $132,900.

Vote: 5 - 0 Passed

Amend Agreement for Environmental Document Sunset Reservoir Site

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 Chambers Group, Inc. for the preparation of an environmental document 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 Chambers Group, Inc. to extend the

contract termination date to March 29, 2024 for the preparation of an environmental document for the Sunset Reservoir site.

Vote: 5 - 0 Passed

PMP 2022 Street Resurfacing 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 First Amendment to the Public Works Contract with Matich Corporation for the PMP 2022 Street Resurfacing Project to extend the time for completion by sixty-five (65) calendar days to December 16, 2023.

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 First 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 ending December 13, 2023.

Vote: 5 - 0 Passed

Kiwanis Christmas Parade In-Kind Support

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 request for the event related to the Kiwanis Christmas Parade hosted by the Kiwanis Club of Redlands is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $22,671; and authorized the temporary closure of East Citrus Avenue, 8th Street, Orange Street, Eureka Street, West State Street, and Brookside Avenue, on December 2, 2023.

Vote: 5 - 0 Passed

Revel Big Bear Marathon Event

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 request for the sale and consumption of alcoholic beverages and temporary closure of East San Bernardino Avenue from Dearborn Street to Wabash Avenue during the Revel Big Bear Marathon is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; and authorized the temporary closure of East San Bernardino Avenue from Dearborn Street to Wabash Avenue and the request for the sale and consumption of alcoholic beverages during the Revel Big Bear Marathon to be held on November 18, 2023.

Vote: 5 - 0 Passed

Veterans Day Celebration Event In-Kind Support

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 request for the event in Jennie Davis Park for the Redlands Veterans Day Celebration is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $18,266 relating to this event; authorized the temporary closure of E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd., on November 11, 2023; and approved the request for the sale and consumption of alcoholic beverages in Jennie Davis Park during the Redlands Veterans Day Celebration to be held on November 11, 2023.

Vote: 5 - 0 Passed

Shade Sail Replacements at City Parks

Staff requested this item be pulled from tonight's agenda. The item will be re-agendized for the City Council meeting scheduled for November 7, 2023.

COMMUNICATIONS

San Bernardino Community College District

City Manager Duggan introduced Chancellor Diana Rodriguez of the San Bernardino Community College District, who provided a presentation regarding the colleges' impact on the community. Their mission is to open doors of opportunity for all and to educate, inform and inspire the Inland Empire through various ways, such as KVCR, PBS, NPR, Inland Edition and FNX (First Nations Experiences). She offered statistics about who they are, who they serve and she described the inherent value and affordability factor when you compare costs of higher education and career training with traditional 4-year colleges. The District encourages student community service and has big future plans to offer more local career training.

Broadband Improvement Update

Municipal Utilities and Engineering Director Harris explained that on August 22, 2023, the City Council reviewed projects and program priorities. That discussion resulted in a list that identified seven primary priorities, one of which was Broadband improvement in underserved areas of the City. He summarized research regarding broadband coverage and whether potential improvements could be made. He defined different ways in which data is transmitted, such as fiber optics, wireless and cable and satellite. He showed maps that reflected the City's coverage, indicating that fixed broadband is available through several providers throughout the entire city with monthly prices from $50 to $150 depending on data transfer speed. He identified underserved areas to show that most of those are either outside the city limits, orange groves/open space areas, or undeveloped tracts. In summary, he said the City is extremely well covered at this time. He added he may have additional information to bring to the Council in the future regarding topics, such as possible funding opportunities. Council Member Guzman-Lowery thanked him for the informative report.

League of California Cities Annual Conference Report

Council Member Davis reported on her attendance at the 2023 League of California Cities Annual Conference and Expo event held in Sacramento and said it was her pleasure to represent the City on Thursday, September 21. She found the Keynote Address with Brandon Fleming very inspirational. Other courses she enjoyed included: "Stop Hate: How Local Elected Officials Can Combat Rising Hate Crimes and Hate Speech; LGBTQ Caucus and was happy to announce she was elected to the Board; Building Relationships Between Police Departments and the Community; and Women's Caucus Reception. Overall, she said it was a great day.

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 and reminded everyone this item was continued from the September 19, 2023 meeting, in order to provide additional policy details relating to the City of Corona. While the City of Corona has no written policy, if a Council Member wants an item on the agenda, they complete a form, submit it to the city manager, and it is added to a list of future agenda items on the council agenda. Her intent was not to create something overly restrictive, but more as an opportunity to practice good governance and be a useful tool for staff. A Council Member would complete five questions, as seen in the staff report, and submit the form prior to the Council meeting in which the agenda item was being requested.

Each Council Member provided their thoughts and perspectives with Mayor Tejeda and Council Member Saucedo stating they were comfortable with the current system for agendizing items and didn't see the need to change the process. Council Member Guzman-Lowery wanted to avoid putting more work on staff, but she recognized that submitting a form in advance could benefit everyone as they go about preparing future agendas. Mayor Pro Tem Barich was not convinced the new process was practical and thought the form might actually discourage members from submitting their requests. He questioned why a proposed item was required to be tied to the City's Strategic Plan. Council Member Davis requested a sub-committee be formed to review and analyze the proposed process. As public comment, Valerie Taber and Jennifer Maravillas supported the proposed change and thought the form would promote transparency and would help to explain why an item was added to an agenda. Andy Hoder stated that agenda items should be brought forward as a way to benefit the whole community, not one individual.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, to form a City Council subcommittee to develop a policy to add items to future City Council meeting agendas and appointed Mayor Pro Tem Barich and Council Member Davis to serve on the subcommittee and report back to their colleagues in the future.

Vote: 3 - 2 Passed

NAY: Mayor Eddie Tejeda
Council Member Mario Saucedo

NEW BUSINESS

Purchase and Sale Agreement Downtown Parking Lots

Assistant City Manager Boatman provided background of the Purchase and Sale Agreement with Redlands Community Investment Corporation for the acquisition of downtown parcels currently utilized as two separate parking lots. Redlands Community Investment Corporation owns the two parking lots, with one located on the southeast corner of 6th Street and Redlands Boulevard and consists of 28 spaces. Currently, the lot is leased out to adjacent businesses and is used for employee and customer parking. The second lot is located on the southwest corner of 9th Street and State Street and consists of 17 spaces. This lot is partially rented by Taco Shack and is utilized by customers. In total, these lots consist of a combined 45 spaces. The Planning Commission evaluated the proposed purchase for General Plan conformity and found that the purchase would be in conformance with the General Plan and was consistent with General Plan Policies.

The City has initiated the PSA, with the intent of ensuring these lots remain as parking in perpetuity and to make them available to the public. Funding will be allocated from the General Fund Parking Reserve. As public comment, Andy Hoder thought this purchase was a step in the right direction as a way for the City to address the parking needs of the downtown area.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the Purchase and Sale Agreement with Redlands Community Investment Corporation is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the Purchase and Sale Agreement with Redlands Community Investment Corporation for the acquisition of Assessor's Parcel Numbers 0171-071-08-0000, 0171-088-06-0000, and 0171-088-07-0000 in the amount of $750,000; and approved the additional appropriation in the amount of $750,000.

Vote: 5 - 0 Passed

Amending Sports Field Maintenance Agreement

Facilities and Community Services Department Director Crocker reviewed the First Amendment to the Non-Professional Services Agreement with Mariposa Landscapes, Inc., for an increase of $73,484.46 over the remaining two years of the agreement for a total contract amount of $999,458.84, for sports field maintenance. The original Agreement included Orangewood High School baseball fields and Clement Middle School football fields, which will be removed with this amendment, and the Redlands Sports Complex will be added to the contract for $9,979.17 per month. The parks division budget has sufficient funding for this amendment as approved by City Council during the fiscal year 2023-2024. Council Member Saucedo requested staff explore ways the City could make needed improvements to the RUSD fields, such as replacing backstops and old netting. Assistant City Manager Boatman and Director Crocker pointed out this agreement with Mariposa Landscapes covered turf maintenance and not field enhancements, but that staff would pursue discussions with RUSD to work out a way for improvements to be made.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the First Amendment is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Mariposa Landscapes Inc. agreement, fnc., for an increase of $73,484.46 over the remaining two years of the agreement for a total contract amount of $999,458.84, for sports field maintenance.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Fire Department Open House - All Council Members attended the open house and expressed their appreciation of such a great day.

Mayor Tejeda attended the Lighthouse for the Blind annual car show and chili cook-off event, Coptober, the Parks and Recreation Commission meeting and spoke with members of the Northside Impact Committee regarding concerns they had about the City.

Mayor Pro Tem Barich enjoyed the ribbon cutting ceremony at the Community Senior Center in celebration of the recent renovations, attended the SBCTA meeting, as well as the Oktoberfest and Coptober events. He enjoyed the Redlands Conversancy fundraising dinner on October 7, and thanked City Manager Duggan for speaking at the Optimist Club meeting.

Council Member Davis participated in the Clergy Appreciation Luncheon at Redlands Community Hospital, the State of Black Inland Empire, hosted by Assembly Member Corey Jackson, "Vintage Johnson" event at the University of Redlands, and on October 11, she hosted 35 students for the start of a third year of the Redlands Youth Council. Lastly, she attended the California Forward Economic Summit held in Indian Wells.

Council Member Guzman-Lowery invited everyone to join the fun with the Chamber of Commerce Dog Jog event on Sunday, October 22.

Council Member Saucedo enjoyed the ribbon cutting ceremony at the Community Senior Center in celebration of the recent renovations, attended the Coptober event, participated in the AK Smiley Public Library Family Day, the Tailgate with a Cop event and with the Common Vision Coalition, he was a part of the Redlands Hispanic Heritage Celebration event held at the University of Redlands.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:41 P.M. The next regular meeting of the City of Redlands City Council will be held on November 7, 2023.

City Council/Successor Agency Meeting **J. 2.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Proclamation recognizing Assemblymember Eloise Gomez Reyes for securing a $2,000,000 state budget appropriation for the Museum of Redlands Construction Completion (Mayor Pro Tem Barich)

MOTION:

I move to authorize the issuance of a proclamation recognizing Assemblymember Eloise Gomez Reyes for securing a state budget appropriation of $2,000,000 for the Musuem of Redlands Construction Completion.

Attachments

Proclamation - Assemblymember Eloise Gomez Reyes

PROCLAMATION

Recognizing Assemblymember Eloise Gomez Reyes for securing a $2 million state budget appropriation for the Museum of Redlands

WHEREAS, on September 16, 2014, the Redlands City Council designated the building and property located at 700 Brookside Ave. as the site for the proposed Redlands Historical Museum; and

WHEREAS, once renovated, the present site will be transformed into an open-space, modern museum and events center; complete with galleries, pavilion, and proper staging and storage facilities for museum collections; and

WHEREAS, the cost to purchase the building and adjacent lot have been covered by generous donors, yet further funding is still needed to make the museum a reality; and

WHEREAS, in its efforts to secure additional funding to complete the project, the Museum Association submitted a request to the office of Assemblymember Eloise Gomez Reyes for a $2 million grant from the State of California; and

WHEREAS, in Assemblymember Eloise Gomez Reyes' first year serving as a representative to the City of Redlands, she successfully advocated for the City to receive a $2 million budget allocation; designated specifically to complete construction of the Museum of Redlands; and

WHEREAS, this funding will assist in the final phase of the project including ADA compliant restroom installation, interior lighting, exhibit installation, museum store construction, and the purchase and installation of a freight elevator; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize Assemblymember Eloise Gomez Reyes for securing a $2 million state budget appropriation for the Museum of Redlands.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 7th day of November 2023.

_____

Eddie Tejeda, Mayor

_____

Paul Barich, Mayor Pro Tem

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 3.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Final Map for Tract No. 20336 prepared and submitted by MLC Holdings, LLC. (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council approve the Final Map for Tract No. 20336.

RECOMMENDATION:

Staff recommends that City Council approve the Final Map for Tract No. 20336.

DISCUSSION:

The applicant is requesting approval of the Final Map for Tract Map No. 20336. On August 10, 2021, the Planning Commission recommended City Council adoption and approval of documents related to Tentative Tract No. 20336 (Project) to subdivide 58.6 acres into a total of 317 residential lots for detached single-family homes, five lettered lots for on-site landscaping, and an 11.84-acre public park site. The Project is located on the north side of Domestic Avenue, approximately 625 feet west of Texas Street on the east side of Interstate 210.

On October 5, 2021, the City Council adopted the following resolutions for the Project:

1. Resolution No. 8250 - Mitigated Negative Declaration
2. Resolution No. 8251 - Socio-Economic Cost/Benefit Study
3. Resolution No. 8252 - Measure U Findings related to conversion of agriculture.
4. Resolution No. 8253 - Specific Plan Amendment
5. Resolution No. 8254 - Bergamot Specific Plan

6. Resolution No. 8255 - Tentative Tract Map No. 20336
7. Resolution No. 8262 - Commission Review and Approval No. 992

The owner has complied with all conditions of approval for Tentative Tract Map 20336. The Final Map (Attachment A) has been reviewed by staff and the City's contracted Public Land Surveyor. The Subdivision Improvement Agreement (Attachment B) and appropriate financial securities including a faithful performance bond (Attachment C) and a labor and materials bond (Attachment D) have been prepared based on the Project engineer's estimated construction costs. These securities will ensure that off-site improvements are installed when the Project development begins.

ALTERNATIVES:

City Council may deny the Final Map for Tract No. 20336.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	N/A
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:

No fiscal impact is involved with this application.

Attachments

Attachment A: Tract Map No. 20336
Attachment B: Subdivision Improvement Agreement
Attachment C: Labor and Material Bond
Attachment D: Faithful Performance Bond
Resolution No. 8250 - Mitigated Negative Declaration
Resolution No. 8251 - Socio-Economic Cost Benefit Study
Resolution No. 8252 - Measure U Agriculture Findings
Resolution No. 8253 - East Valley Corridor Specific Plan Amendment
Resolution No. 8254 - Specific Plan No. 64 (Bergamot)
Resolution No. 8255 - Tentative Tract Map No. 20336
Resolution No. 8262 - Commission Review and Approval No. 992

AREA: 58.636 ACRES (GROSS)
57.206 ACRES (NET)
NUMBERED LOTS: 317
LETTERED LOTS: 25

TRACT NO. 20336

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

BEING A SUBDIVISION OF LOTS 9 THROUGH 14, INCLUSIVE, OF THE MAP ENTITLED "SUBDIVISION OF A PORTION OF THE N. HALF OF THE S.E QUARTER – S HALF N.E QUARTER OF SECT 16 TWP 1 S. R. 3 W S.B.M.", AS PER PLAT FILED IN BOOK 13 OF MAPS, PAGE 42, RECORDS OF SAID COUNTY

HUITT-ZOLLARS

DATE OF SURVEY: MARCH, 2019

NOTE

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY ESTABLISHMENT, REFERENCES AND LEGEND

SEE SHEET 3 FOR EASEMENT NOTES

OWNERSHIP CERTIFICATE:

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

WE HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES DOMESTIC AVENUE, BERGAMOT STREET, FUCHSIA CIRCLE, GRAPEFRUIT STREET, KUMQUAT LANE, LUMIA CIRCLE, MANDARIN LANE, MEYER LANE, OROBLANCO WAY, POMELO AVENUE, TANGELO LANE, TROPIC COURT, YUZU LANE, AND ZEST STREET AS SHOWN ON THIS MAP.

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

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

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

WE ALSO DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR PUBLIC UTILITY, WATER, AND SEWER PURPOSES OVER LOTS AA THROUGH AT.

WE ALSO HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF REDLANDS LOT A FOR PARK PURPOSES AS SHOWN ON THIS MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, THE FOLLOWING:

AN EASEMENT FOR OPEN SPACE PURPOSES LOTS B, C, D, AND E AS DELINEATED ON THIS MAP;

AN EASEMENT FOR INGRESS AND EGRESS, AND LANDSCAPE MAINTENANCE PURPOSES OVER LOTS AA THROUGH AT, INCLUSIVE, AS DELINEATED ON THIS MAP.

AND AN EASEMENT FOR STORM DRAINS AND STORM WATER CONVEYANCES PURPOSES AS DELINEATED ON THIS MAP.

MERITAGE HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____
PRINT NAME: AARON TALARICO PRINT NAME: _____
PRINT TITLE: VICE PRESIDENT PRINT TITLE: _____

NOTARY ACKNOWLEDGEMENT

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

STATE OF California
COUNTY OF Orange
ON August 11, 2023 BEFORE ME, Amy Lynn Ferguson,
A NOTARY PUBLIC, PERSONALLY APPEARED Aaron Talarico

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

PRINT NAME Amy Lynn Ferguson SIGNATURE _____
MY COMMISSION EXPIRES: 4/14/25
MY COMMISSION NUMBER: 2354418
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

CITY COUNCIL'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADOPTED ON _____, APPROVED THIS MAP AND ACCEPTED THE EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS DOMESTIC AVENUE, BERGAMOT STREET, FUCHSIA CIRCLE, GRAPEFRUIT STREET, KUMQUAT LANE, LUMIA CIRCLE, MANDARIN LANE, MEYER LANE, OROBLANCO WAY, POMELO AVENUE, TANGELO LANE, TROPIC COURT, YUZU LANE, AND ZEST STREET AS SHOWN ON THIS MAP.

ALSO ACCEPTED THE EASEMENTS FOR STORM DRAIN; SEWER AND STORM DRAIN; PUBLIC UTILITY; AND PUBLIC UTILITY, WATER, AND SEWER OVER LOTS AA THROUGH AT PURPOSES AS SHOWN ON THIS MAP.

ALSO ACCEPTED IN FEE SIMPLE LOT A FOR PARK PURPOSES.

_____
JEANNE DONALDSON DATE
CITY CLERK OF THE CITY OF REDLANDS

SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i–viii) & C OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE:

1. REDLANDS WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES PURPOSES RECORDED IN BOOK 28 OF DEEDS, PAGE 233 AND IN BOOK 29 OF DEEDS, PAGE 65 (AFFECTS SUBJECT PROPERTY, NOT LOCATABLE FROM RECORD).
2. ROWLAND S. BULLOCK AND J.W. HEISEY, HOLDERS OF A RIGHT OF WAY FOR WATER FLUME OR PIPELINE RECORDED MARCH 20, 1902 IN BOOK 315, PAGE 378 OF DEEDS (NOT LOCATABLE FROM RECORD).

SEE SHEET 3 FOR ADDITIONAL SIGNATURE OMISSIONS

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MLC HOLDINGS, INC., ON APRIL, 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE FILING OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 11TH DAY OF AUGUST, 2023.

DAVID W. MACKEY, P.L.S. 8912

PROFESSIONAL LAND SURVEYOR DAVID W. MACKEY NO. 8912 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

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

DATE: 9/18/23

GOUTAM K. DOBEY, CITY ENGINEER
CITY OF REDLANDS – R.C.E. 75646

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

I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: 8-24-23

RICHARD S. FURLONG, CONTRACT SURVEYOR – P.L.S. 8422

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

AUDITOR'S CERTIFICATE:

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

ENSON MASON, AUDITOR–CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY DATE

BOARD OF SUPERVISORS CERTIFICATE:

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

LAURA H. WELCH
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY DATE

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____,
THIS ____ DAY OF _____, ____, AT _____.M., IN BOOK _____
OF _____ AT PAGE _____, AT THE REQUEST OF
_____, IN THE AMOUNT OF $ _____.

BOB DUTTON
ASSESSOR–RECORDER–COUNTY CLERK
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY RECORDER

AREA: 58.636 ACRES (GROSS)
57.206 ACRES (NET)
NUMBERED LOTS: 317
LETTERED LOTS: 25

TRACT NO. 20336

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

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HUITT-ZOLLARS

DATE OF SURVEY: MARCH, 2019

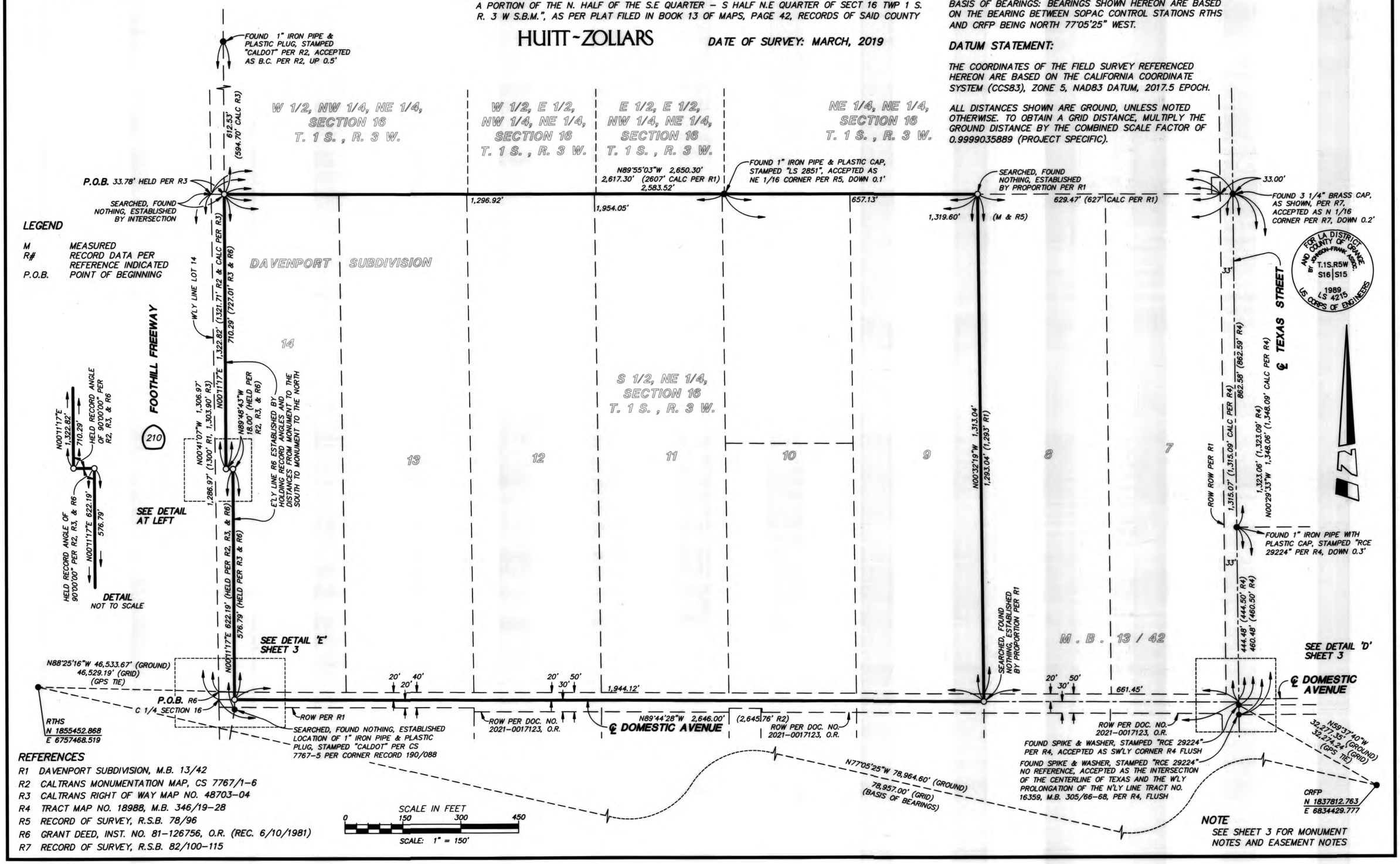
BASIS OF BEARINGS:

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN SOPAC CONTROL STATIONS RTHS AND CRFP BEING NORTH 77°05'25" WEST.

DATUM STATEMENT:

THE COORDINATES OF THE FIELD SURVEY REFERENCED HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 5, NAD83 DATUM, 2017.5 EPOCH.

ALL DISTANCES SHOWN ARE GROUND, UNLESS NOTED OTHERWISE. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.9999035889 (PROJECT SPECIFIC).



LEGEND

M	MEASURED
R#	RECORD DATA PER REFERENCE INDICATED
P.O.B.	POINT OF BEGINNING

REFERENCES

R1 DAVENPORT SUBDIVISION, M.B. 13/42
R2 CALTRANS MONUMENTATION MAP, CS 7767/1-6
R3 CALTRANS RIGHT OF WAY MAP NO. 48703-04
R4 TRACT MAP NO. 18988, M.B. 346/19-28
R5 RECORD OF SURVEY, R.S.B. 78/96
R6 GRANT DEED, INST. NO. 81-126756, O.R. (REC. 6/10/1981)
R7 RECORD OF SURVEY, R.S.B. 82/100-115

NOTE

SEE SHEET 3 FOR MONUMENT NOTES AND EASEMENT NOTES

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HUITT-ZOLLARS

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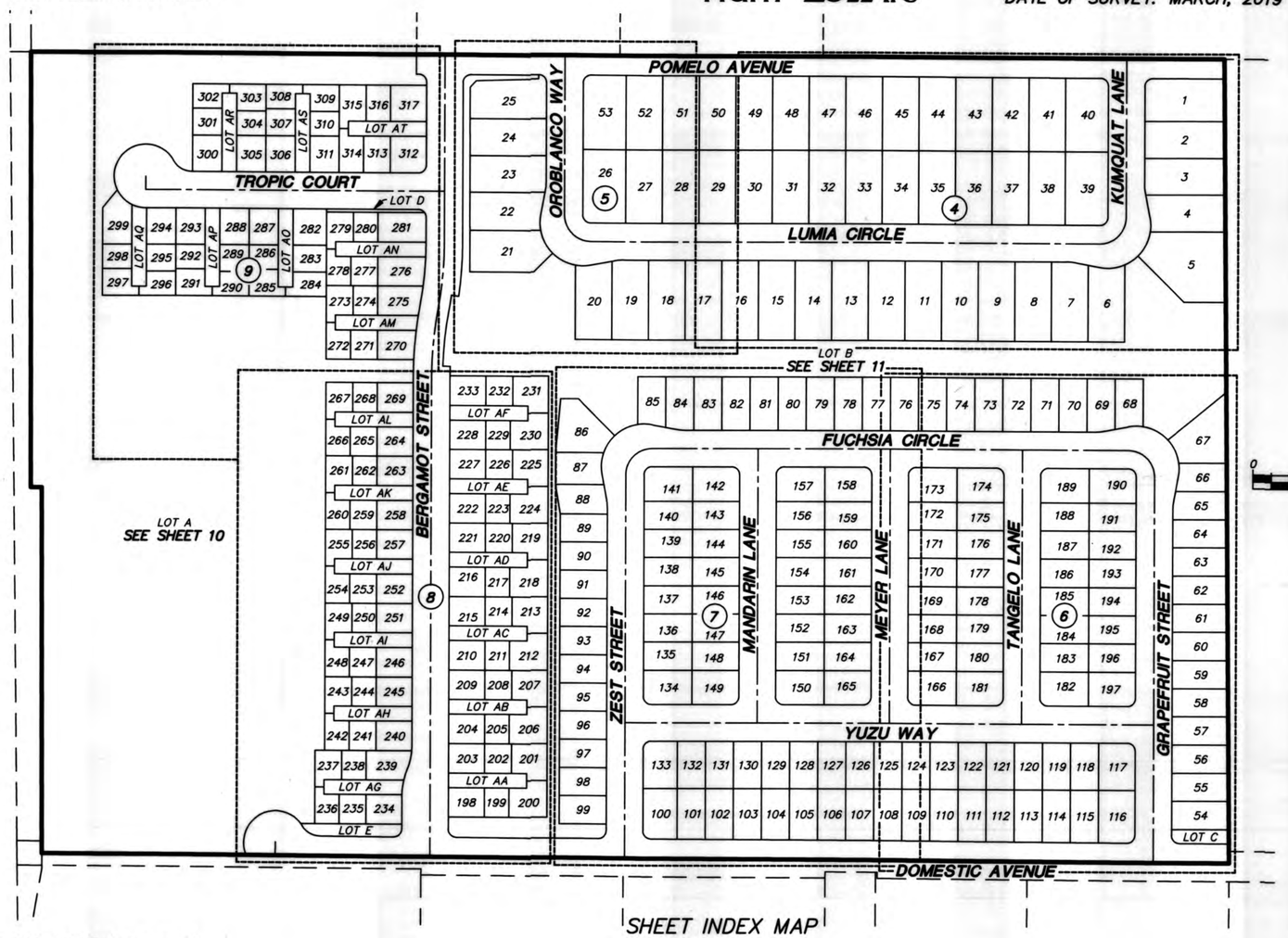
NOTE

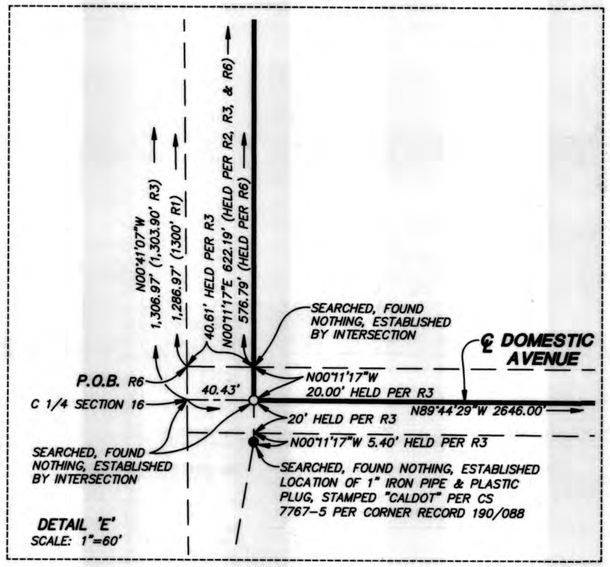
SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY ESTABLISHMENT, REFERENCES AND LEGEND

SEE SHEETS 11–14 FOR EASEMENT LOCATIONS AND DETAILS



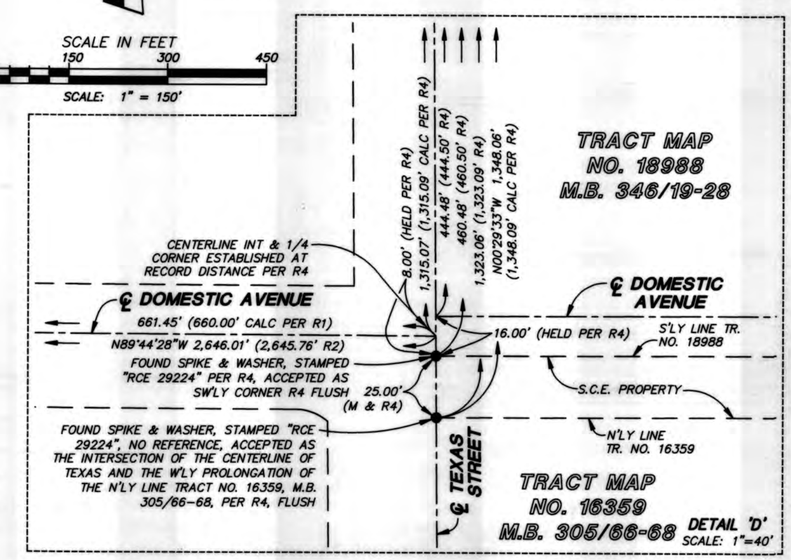
SHEET INDEX MAP

(X) INDICATES SHEET NUMBER



DETAIL 'E'
SCALE: 1"=60'

SCALE IN FEET
0 150 300 450
SCALE: 1" = 150'



DETAIL 'D'
SCALE: 1"=40'

SIGNATURE OMISSIONS (CONTINUED)

3. THE CITY OF REDLANDS, HOLDER OF AN EASEMENT FOR A PUBLIC ROAD OR STREET RECORDED JANUARY 15, 1904 IN BOOK 343, PAGE 147 OF DEEDS (EASEMENT FALLS WITHIN POMELO AVENUE DEDICATION HEREON AND IS NOT SHOWN).
4. OSCAR RAUSCH, HOLDER OF AN EASEMENT FOR PIPE LINES AND FLUME PURPOSES RECORDED NOVEMBER 6, 1908 IN BOOK 402 OF DEEDS, PAGE 178 (NOT LOCATABLE FROM RECORD).
5. ANNIE W. SIMMS, ET AL., HOLDER OF AN EASEMENT FOR WATER PIPELINE PURPOSES RECORDED APRIL 14, 1909 IN BOOK 431 OF DEEDS, PAGE 384 (NOT LOCATABLE FROM RECORD).
6. E.E. KENDALL, JR., HOLDER OF AN EASEMENT FOR A PIPELINE PURPOSES RECORDED APRIL 14, 1909 IN BOOK 434 OF DEEDS, PAGE 228 (NOT LOCATABLE FROM RECORD).
7. EDGAR LE M. TAYLOR, HOLDER OF AN EASEMENT FOR WATER PIPE LINE PURPOSES IN RECORDED FEBRUARY 21, 1910 IN BOOK 452 OF DEEDS, PAGE 340 (NOT LOCATABLE FROM RECORD).

PROPOSED EASEMENTS

(A) AN EASEMENT FOR OPEN SPACE PURPOSES LOTS B, C, D, AND E (RESERVED TO OURSELVES, OUR HEIRS AND ASSIGNS).

(B) AN EASEMENT FOR INGRESS AND EGRESS, AND LANDSCAPE MAINTENANCE PURPOSES OVER LOTS AA THROUGH AT, INCLUSIVE (RESERVED TO OURSELVES, OUR HEIRS AND ASSIGNS).

(C) AN EASEMENT FOR STORM DRAIN PURPOSES DEDICATED TO THE CITY OF REDLANDS.

(D) AN EASEMENT FOR PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF REDLANDS.

(E) AN EASEMENT FOR SEWER AND STORM DRAIN PURPOSES DEDICATED TO THE CITY OF REDLANDS.

(F) AN EASEMENT FOR PUBLIC UTILITY, WATER, AND SEWER PURPOSES DEDICATED TO THE CITY OF REDLANDS.

(G) AN EASEMENT FOR STORM DRAINS AND STORM WATER CONVEYANCES PURPOSES (RESERVED TO OURSELVES, OUR HEIRS AND ASSIGNS).

MONUMENT NOTES

● DENOTES FOUND MONUMENT AS NOTED

O DENOTES SET 1" IRON PIPE AND TAG "PLS 8912", FLUSH, UNLESS SHOWN OTHERWISE, STREET CENTERLINE MONUMENTS SET 1/4" BELOW PAVEMENT SURFACE.

SET 1" IRON PIPE AND TAG "PLS 8912" AT ALL LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES EXCEPT SET LEAD, TACK, AND TAG, "PLS 8912" IN TOP OF CURB ON PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT PROPERTY CORNER.

SEARCHED FOUND NOTHING AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.

AREA: 58.636 ACRES (GROSS)
57.206 ACRES (NET)
NUMBERED LOTS: 317
LETTERED LOTS: 25

NOTE

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY ESTABLISHMENT, REFERENCES AND LEGEND

SEE SHEET 3 FOR MONUMENT NOTES AND EASEMENT NOTES

SEE SHEETS 11–14 FOR EASEMENT LOCATIONS AND DETAILS

TRACT NO. 20336

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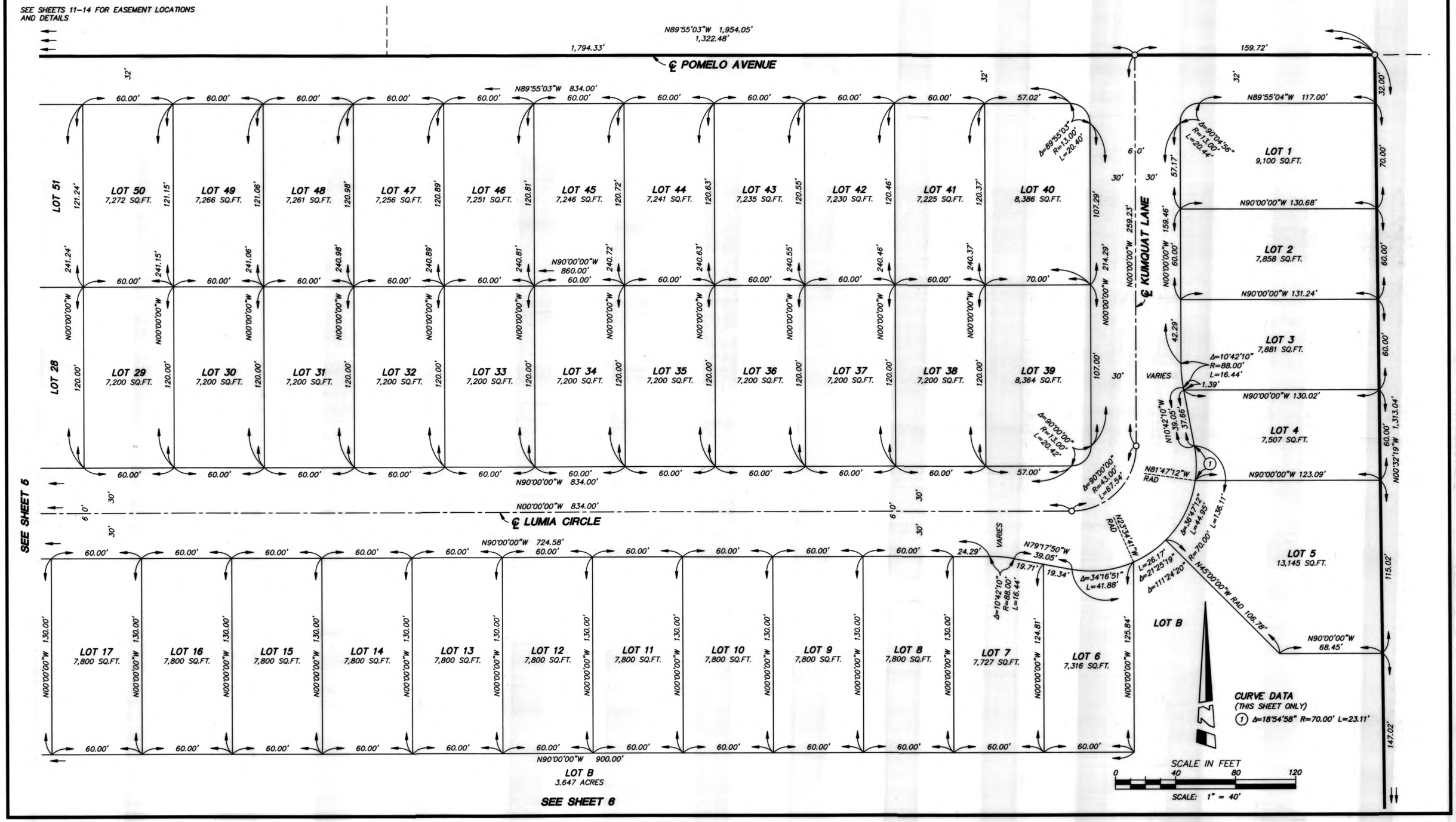
HUITT-ZOLLARS

DATE OF SURVEY: MARCH, 2019



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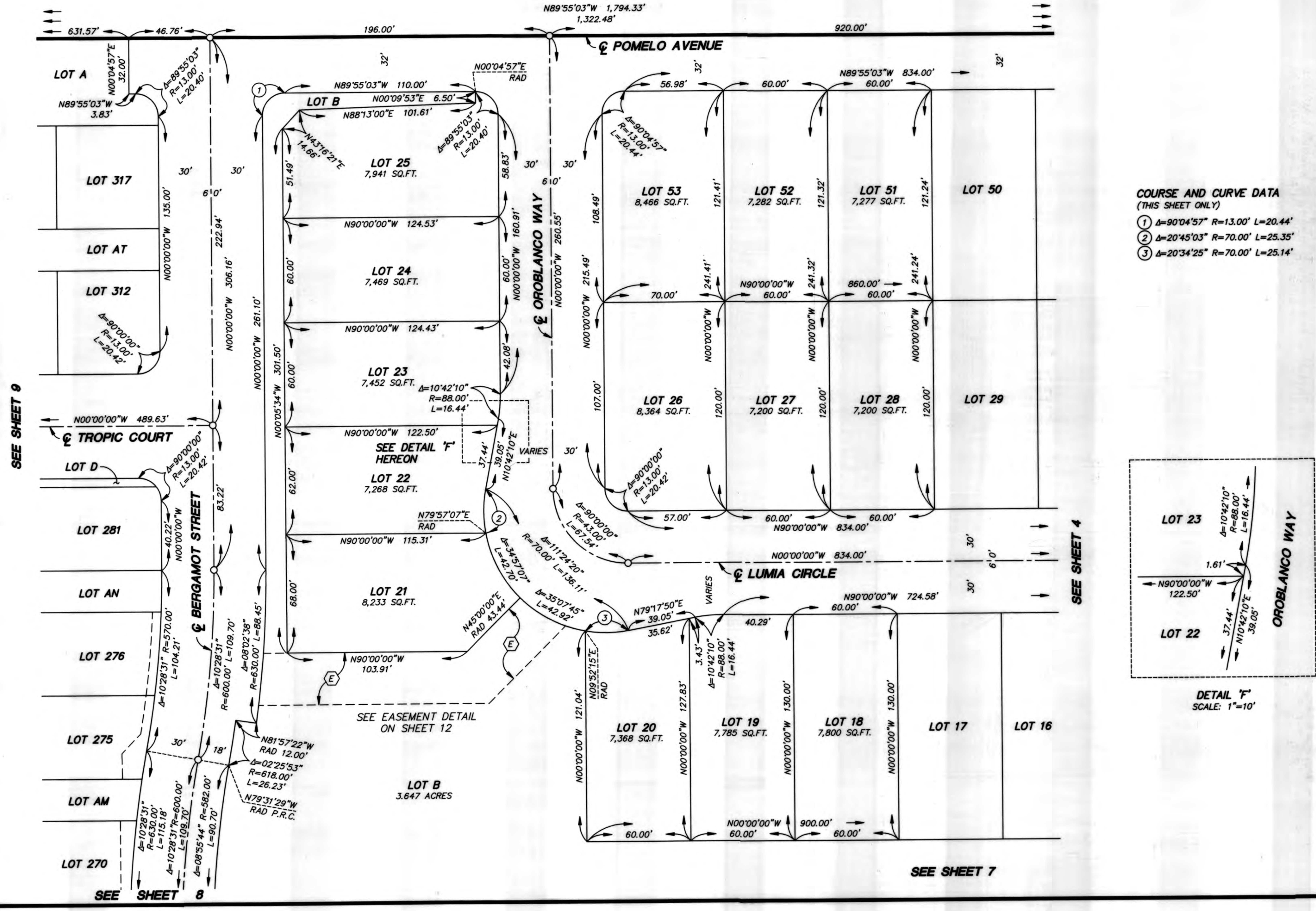

SCALE IN FEET
0 40 80 120
SCALE: 1" = 40'

NOTE

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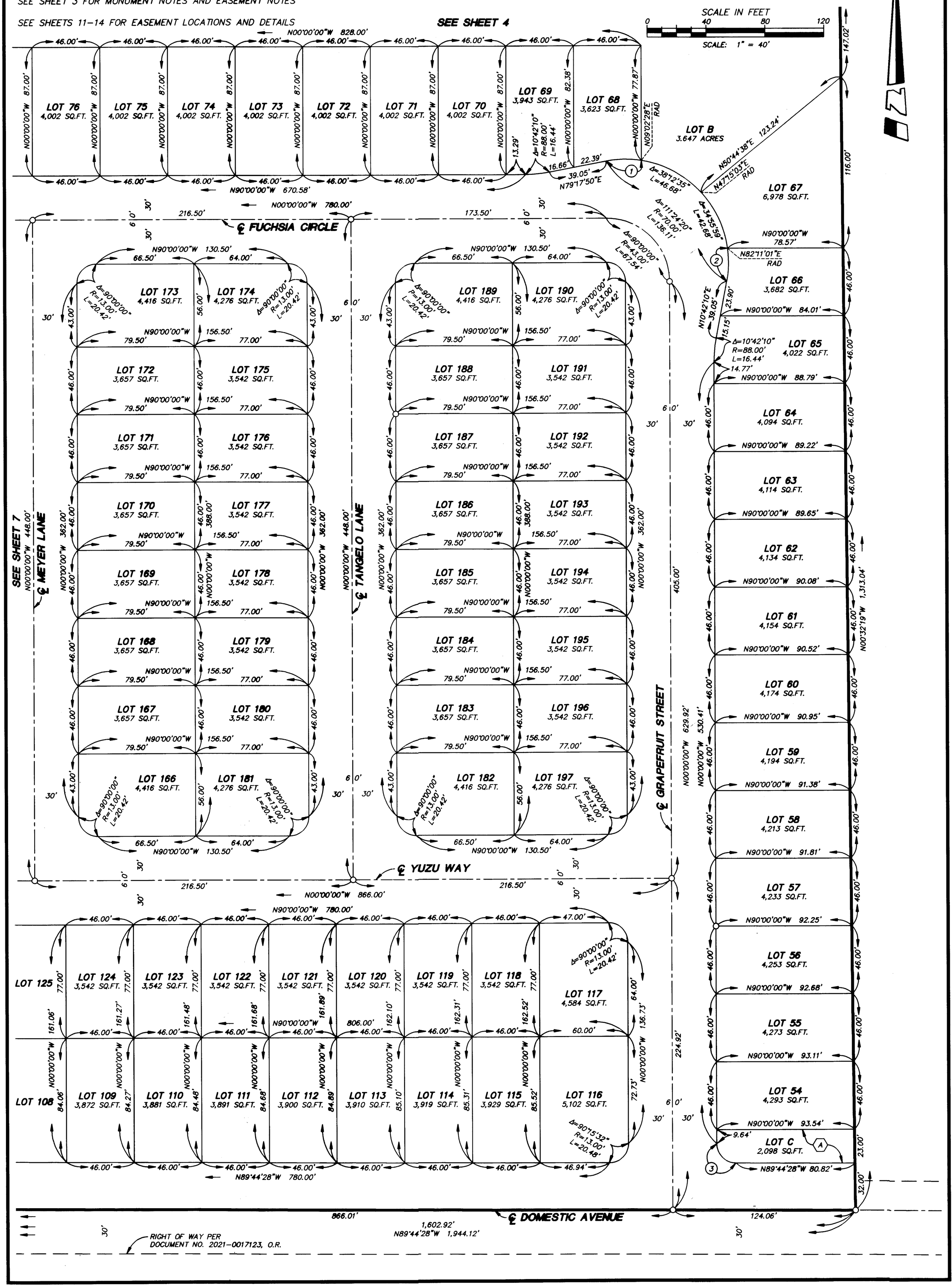
HUITT-ZOLLARS

DATE OF SURVEY: MARCH, 2019

SHEET 6 OF 14 SHEETS

CURVE DATA
(THIS SHEET ONLY)
(1) Δ=19°44'38" R=70.00' L=24.12'
(2) Δ=18°31'09" R=70.00' L=22.63'
(3) Δ=89°44'28" R=13.00' L=20.36'



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HUITT-ZOLLARS

DATE OF SURVEY: MARCH, 2019

CURVE DATA
(THIS SHEET ONLY)
(1) Δ=28°25'40" R=70.00' L=34.73'
(2) Δ=19°44'38" R=70.00' L=24.12'

NOTE

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY ESTABLISHMENT, REFERENCES AND LEGEND

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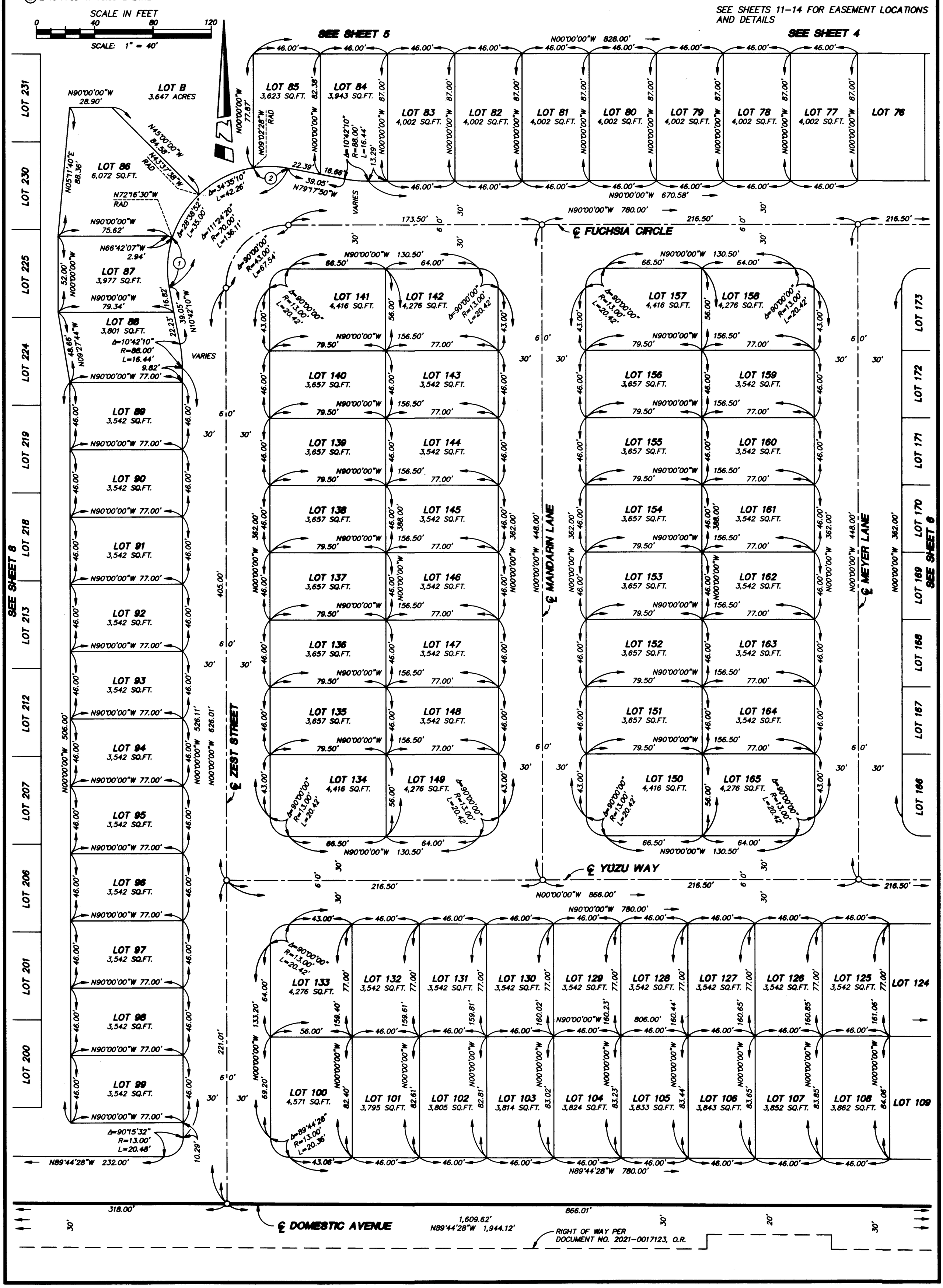

AREA: 58.636 ACRES (GROSS)
57.206 ACRES (NET)
NUMBERED LOTS: 317
LETTERED LOTS: 25

TRACT NO. 20336

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

BEING A SUBDIVISION OF LOTS 9 THROUGH 14, INCLUSIVE, OF THE MAP ENTITLED "SUBDIVISION OF A PORTION OF THE N. HALF OF THE S.E QUARTER – S HALF N.E QUARTER OF SECT 16 TWP 1 S. R. 3 W S.B.M.", AS PER PLAT FILED IN BOOK 13 OF MAPS, PAGE 42, RECORDS OF SAID COUNTY

HUITT-ZOLLARS

DATE OF SURVEY: MARCH, 2019

NOTE

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY ESTABLISHMENT, REFERENCES AND LEGEND

SEE SHEET 3 FOR MONUMENT NOTES AND EASEMENT NOTES

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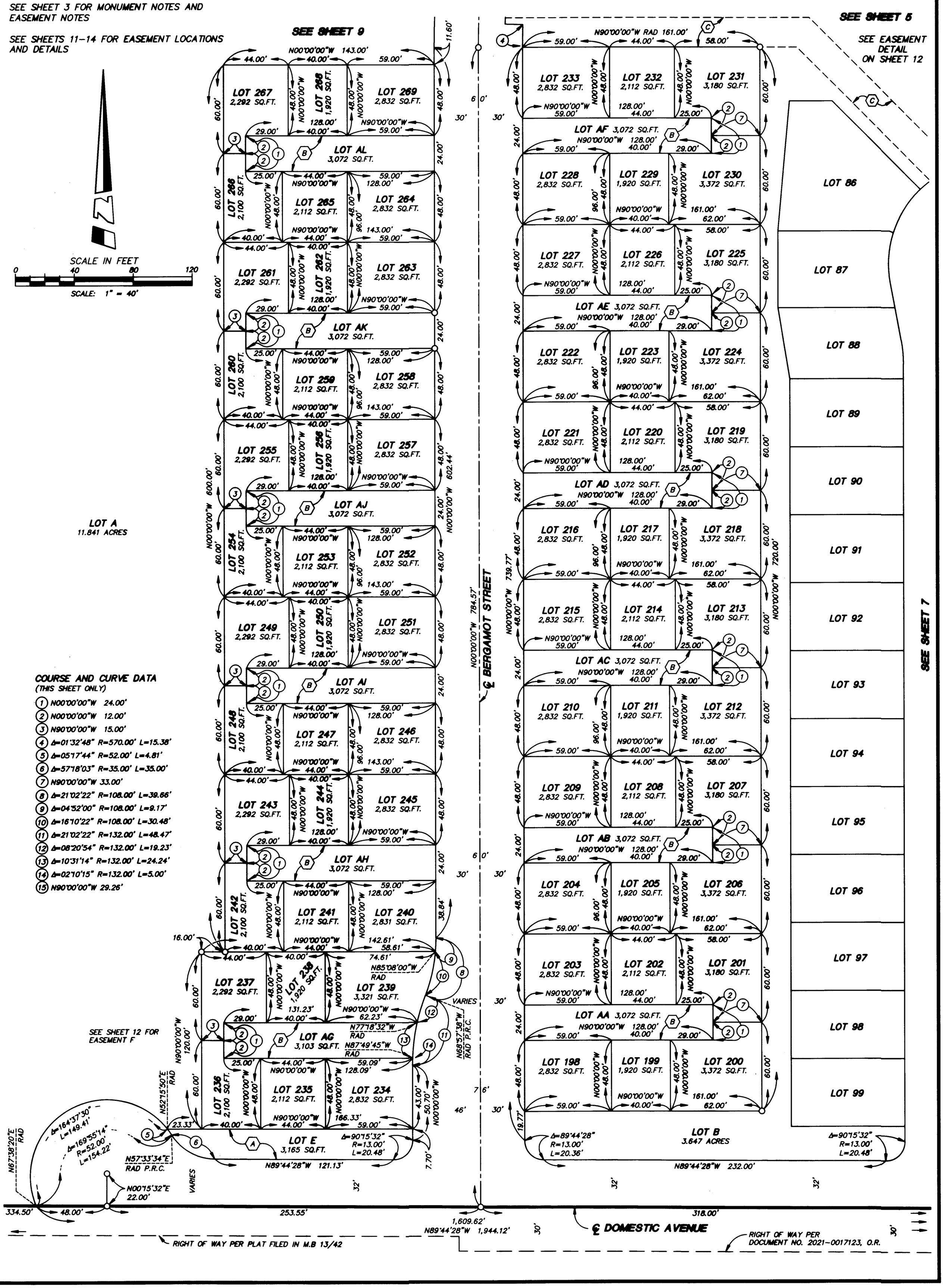

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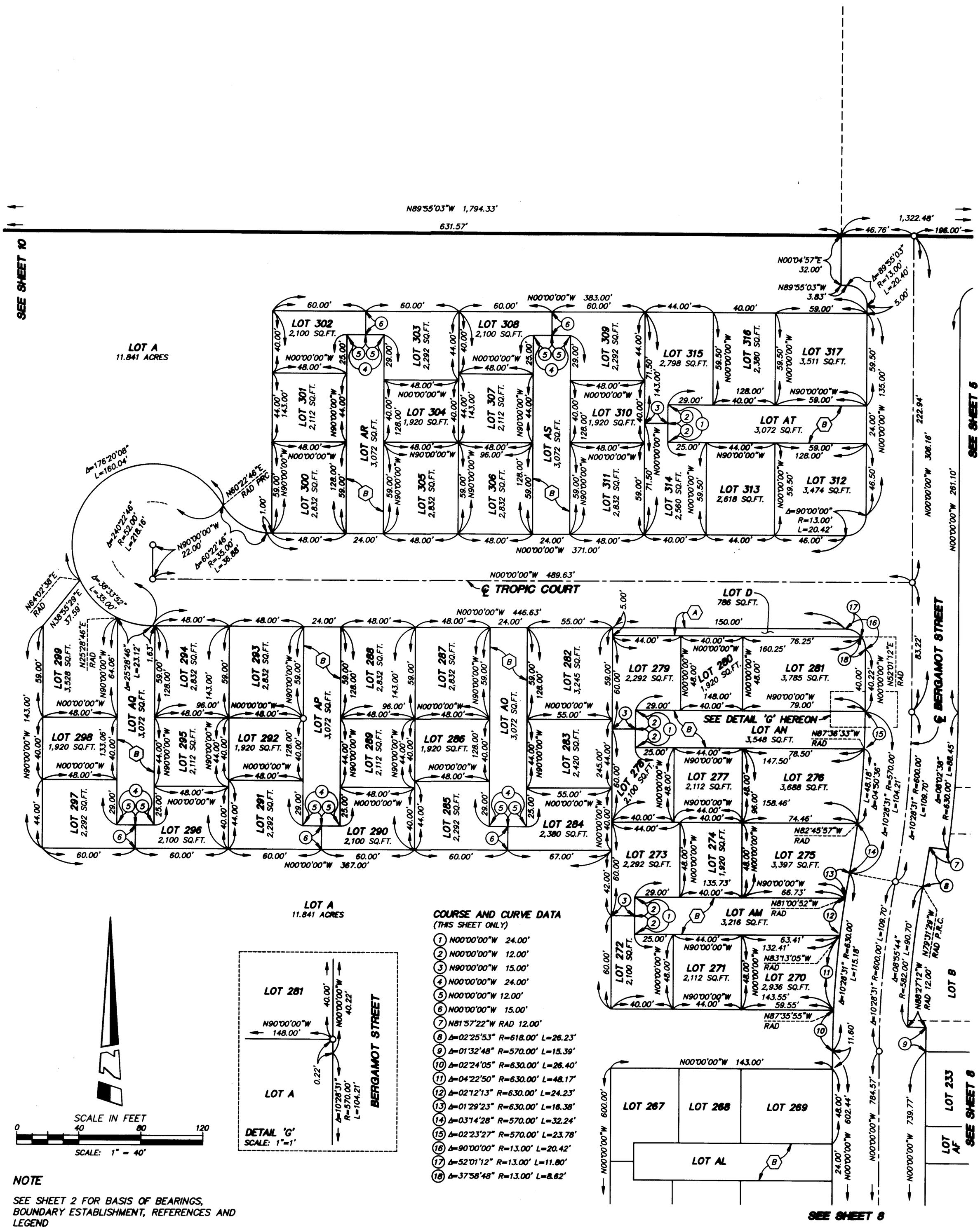

COURSE AND CURVE DATA
(THIS SHEET ONLY)

1. N00°00'00"W 24.00'
2. N00°00'00"W 12.00'
3. N90°00'00"W 15.00'
4. N00°00'00"W 24.00'
5. N00°00'00"W 12.00'
6. N00°00'00"W 15.00'
7. N81°57'22"W RAD 12.00'
8. Δ=02°25'53" R=618.00' L=26.23'
9. Δ=01°32'48" R=570.00' L=15.39'
10. Δ=02°24'05" R=630.00' L=26.40'
11. Δ=04°22'50" R=630.00' L=48.17'
12. Δ=02°12'13" R=630.00' L=24.23'
13. Δ=01°29'23" R=630.00' L=16.38'
14. Δ=03°14'28" R=570.00' L=32.24'
15. Δ=02°23'27" R=570.00' L=23.78'
16. Δ=90°00'00" R=13.00' L=20.42'
17. Δ=52°01'12" R=13.00' L=11.80'
18. Δ=37°58'48" R=13.00' L=8.62'

NOTE

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY ESTABLISHMENT, REFERENCES AND LEGEND

SEE SHEET 3 FOR MONUMENT NOTES AND EASEMENT NOTES

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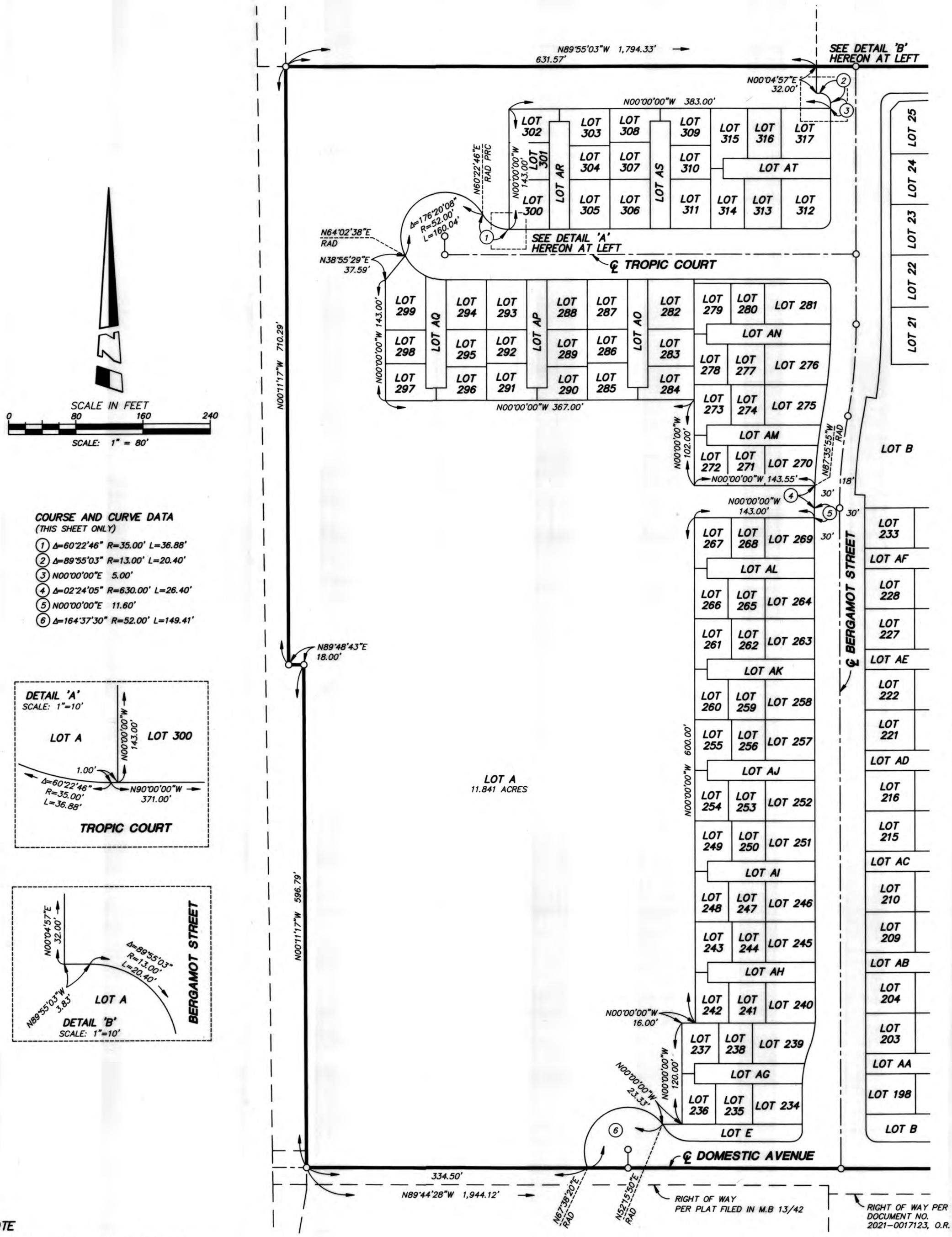

COURSE AND CURVE DATA
(THIS SHEET ONLY)

1. Δ=60°22'46" R=35.00' L=36.88'
2. Δ=89°55'03" R=13.00' L=20.40'
3. N00°00'00"E 5.00'
4. Δ=02°24'05" R=630.00' L=26.40'
5. N00°00'00"E 11.60'
6. Δ=164°37'30" R=52.00' L=149.41'

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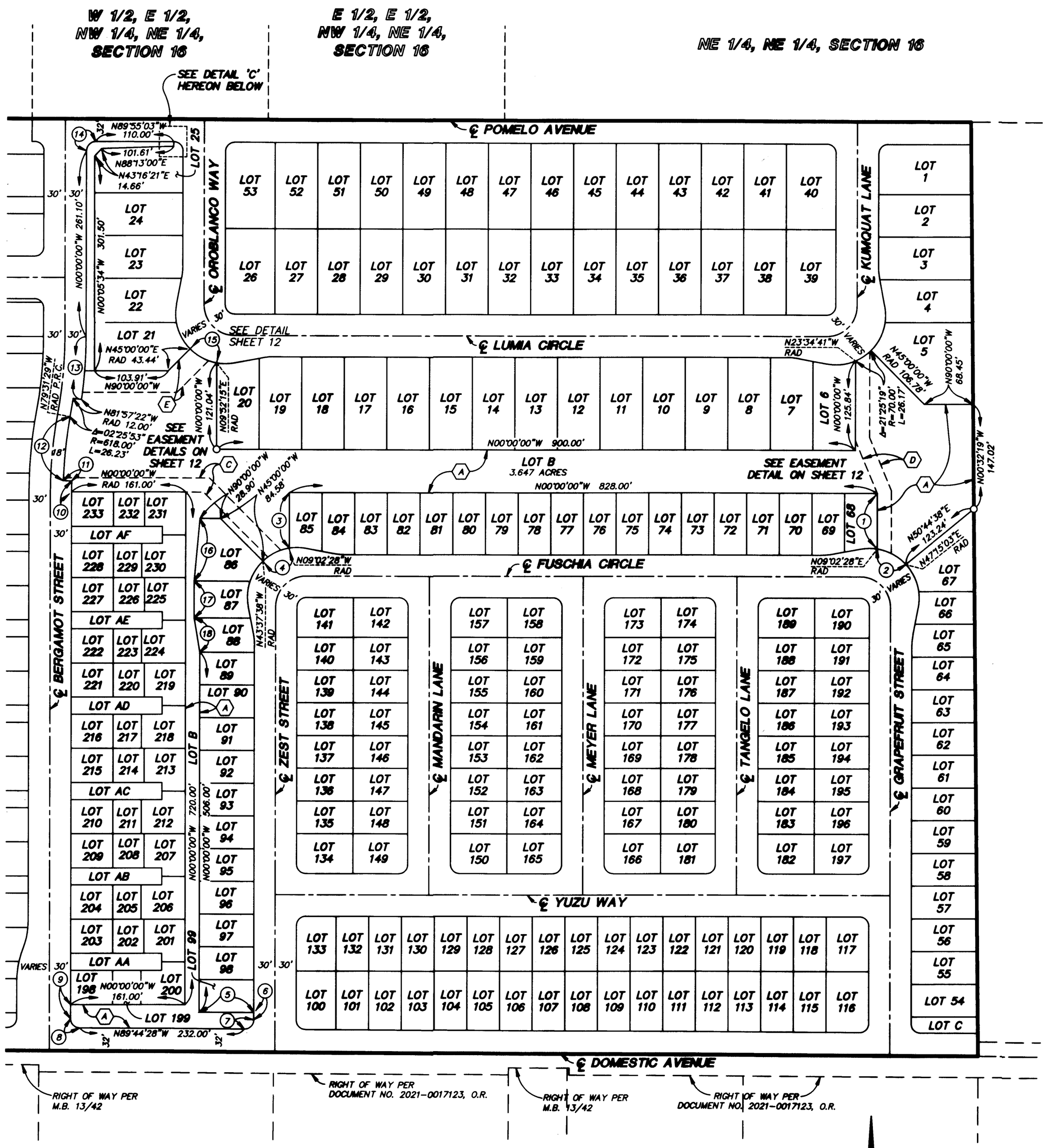

COURSE AND CURVE DATA
(THIS SHEET ONLY)

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3. N00°00'00"W 77.87'
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5. N90°00'00"W 77.00'
6. N00°00'00"W 10.29'
7. Δ=90°15'32" R=13.00' L=20.48'
8. Δ=89°44'28" R=13.00' L=20.36'
9. N00°00'00"W 19.77'
10. Δ=01°32'48" R=570.00' L=15.38'
11. N88°27'12"W RAD 12.00'
12. Δ=08°35'44" R=582.00' L=90.70'
13. Δ=08°02'38" R=630.00' L=88.45'
14. Δ=90°04'57" R=13.00' L=20.44'
15. Δ=35°07'45" R=70.00' L=42.92'
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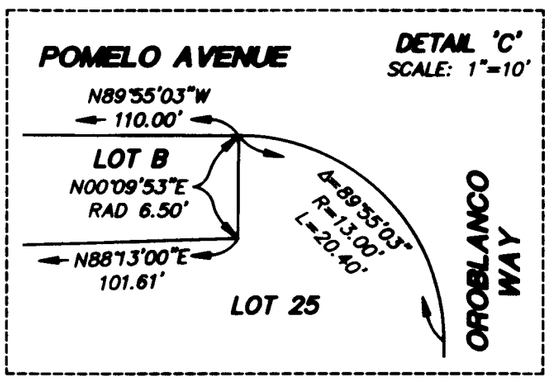
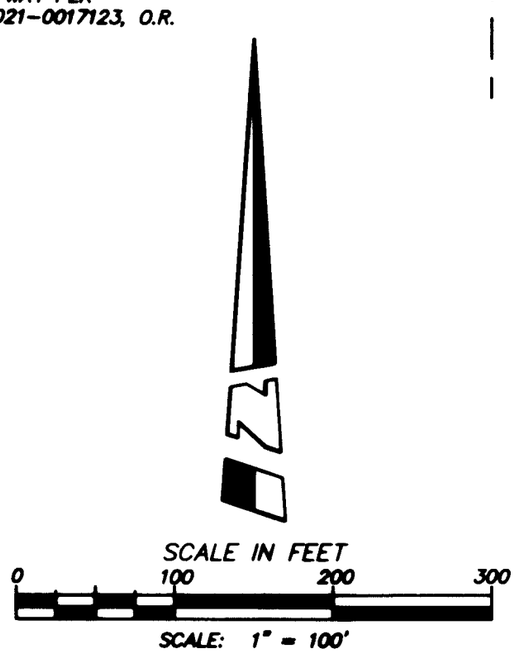
17. N00°00'00"E 52.00'
18. N09°27'44"W 48.66'





NOTE

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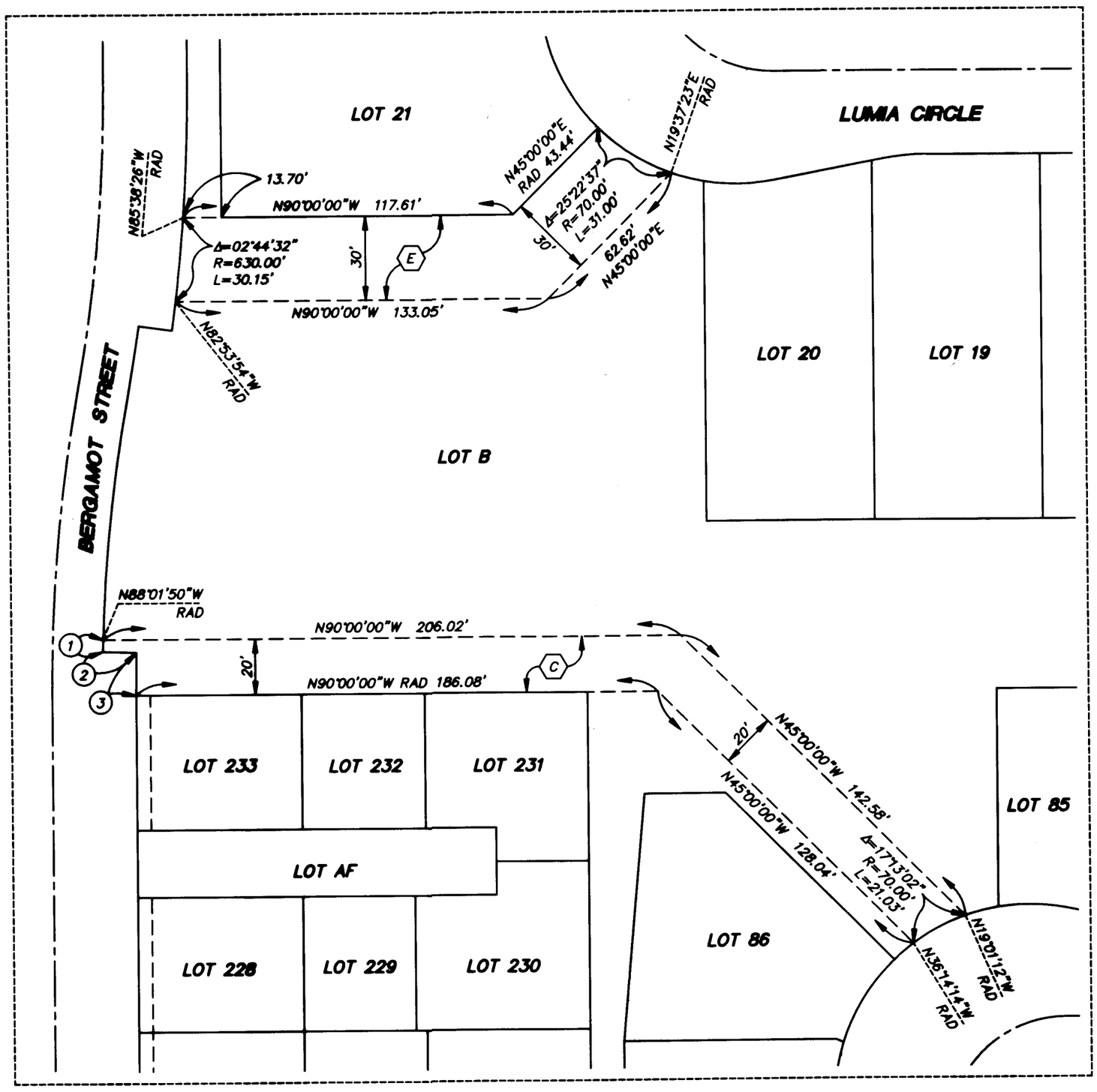

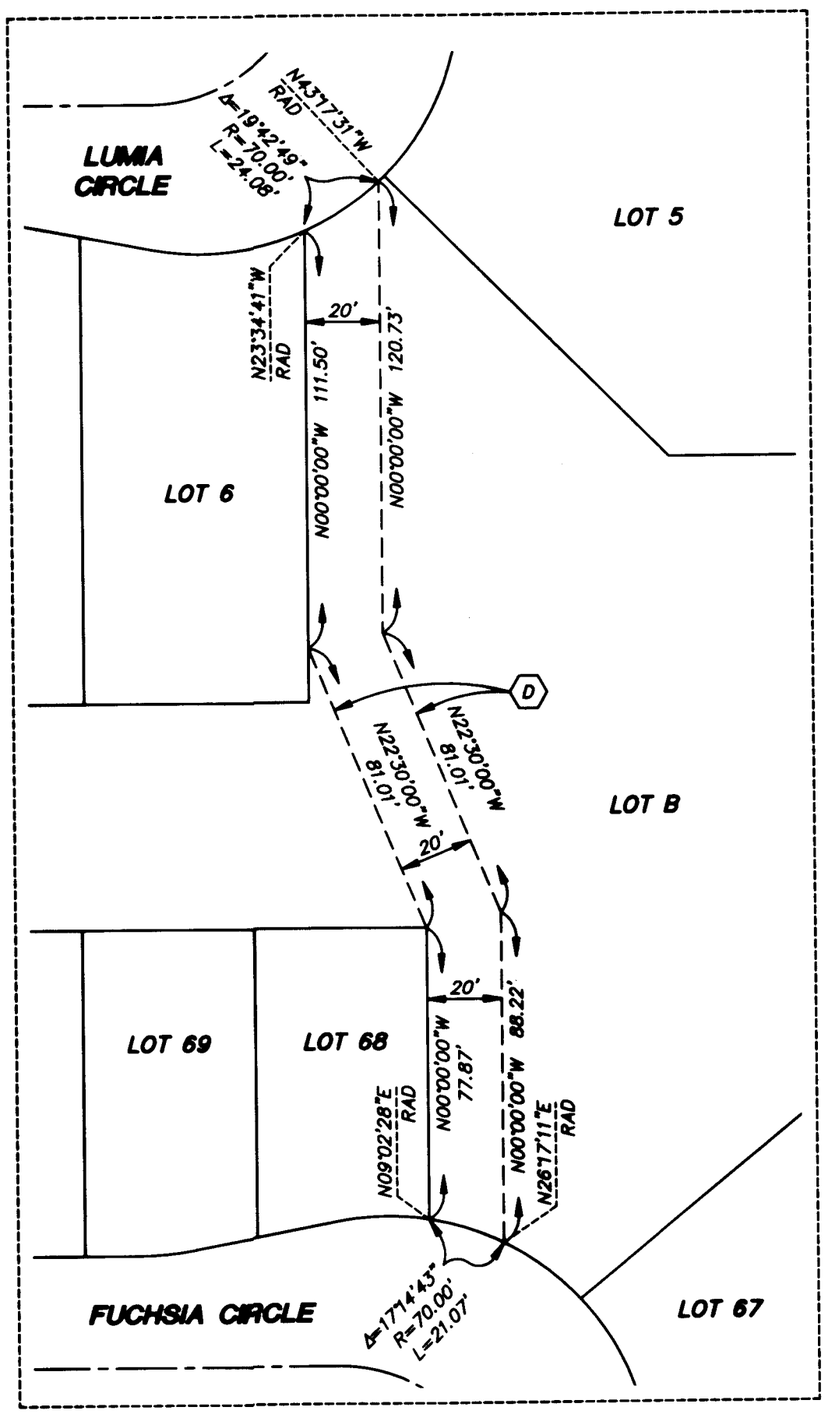

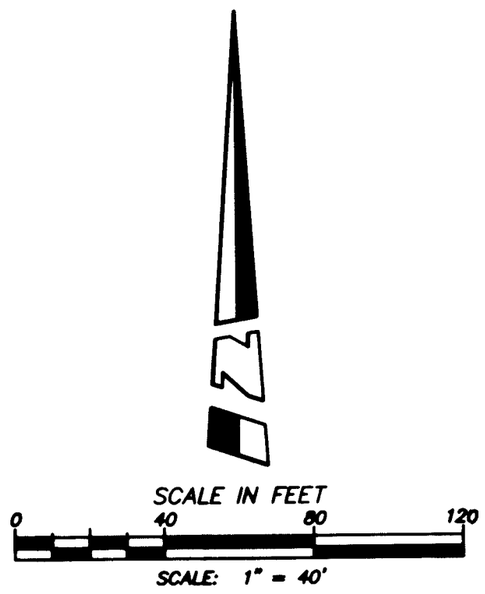

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1. Δ=00°25'22" R=582.00' L=4.29'
2. N88°27'12"W 12.00'
3. Δ=01°32'48" R=570.00' L=15.38'

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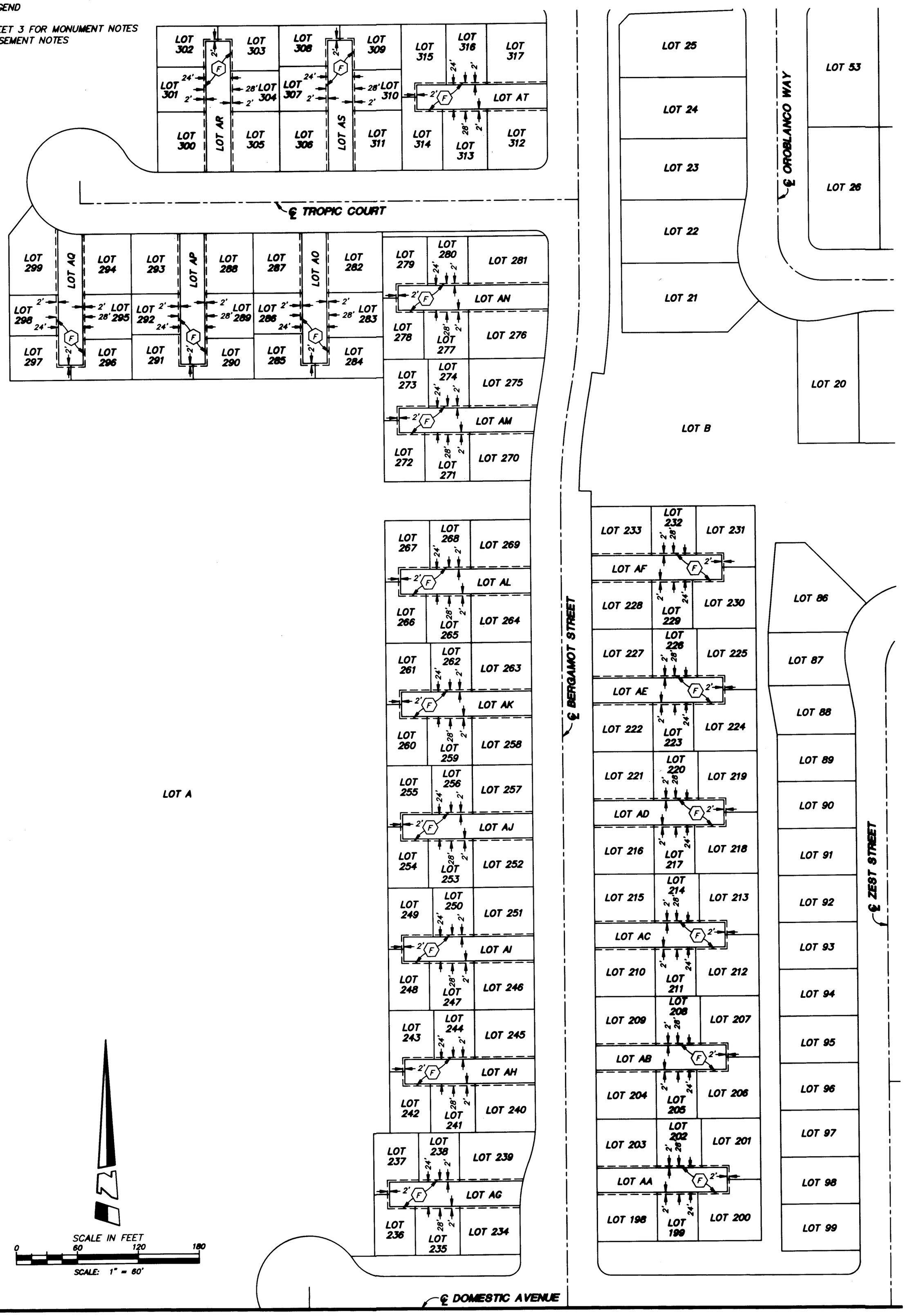

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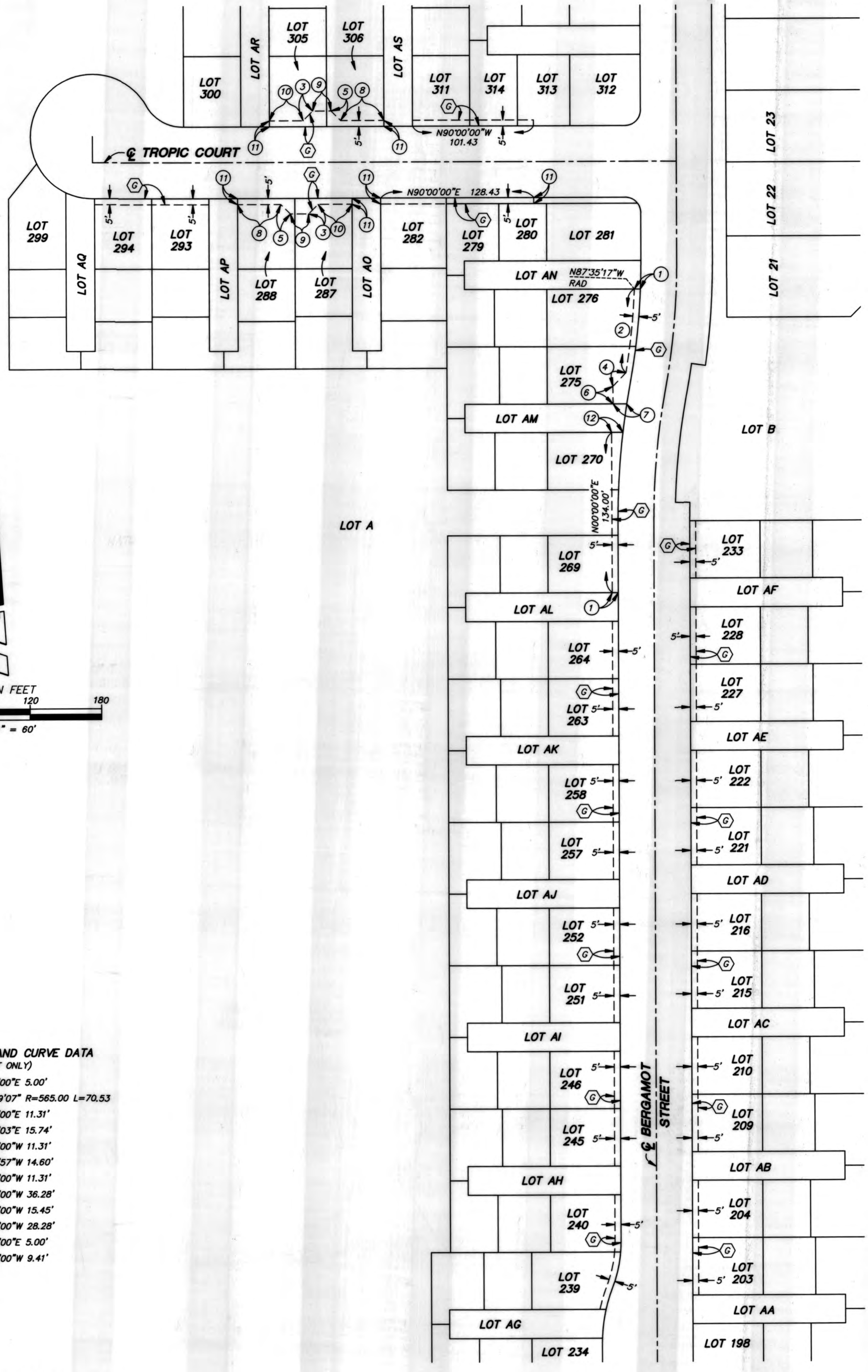

COURSE AND CURVE DATA
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1. N90°00'00"E 5.00'
2. Δ=07°09'07" R=565.00 L=70.53
3. N45°00'00"E 11.31'
4. N44°06'03"E 15.74'
5. N45°00'00"W 11.31'
6. N00°53'57"W 14.60'
7. N90°00'00"W 11.31'
8. N90°00'00"W 36.28'
9. N90°00'00"W 15.45'
10. N90°00'00"W 28.28'
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RECORDING REQUESTED BY:
MUNICIPAL UTILITIES AND
ENGINEERING DEPARTMENT
CITY OF REDLANDS

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

(THIS SPACE FOR RECORDER'S USE ONLY)

CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made this 7th day of November, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and MERITAGE HOMES OF CALIFORNIA, INC., a California corporation, hereinafter referred to as "Subdivider." City and Subdivider are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Subdivider is the owner or authorized developer of property located in the City of Redlands known as Tract No. 20336 (the "Subdivision") for which Subdivider is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Subdivision; and

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

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

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

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

AGREEMENT

1. Definition and Ownership of Improvements. The Improvements include the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Subdivision that are shown in the plans, profiles and specifications that have been prepared by Subdivider and approved by City, and which are described in Exhibit "A." All Improvements constructed or installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Subject to section 25, construction of the Improvements shall be completed within thirty-six (36) months from the Effective Date of this Agreement. In the event Subdivider fails to complete construction of the Improvements within that time period, City may require Subdivider's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Subdivider, or Subdivider's surety, as hereafter provided.

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

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

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

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

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

E. Install all Improvement monuments required by law prior to acceptance of the Improvements by City. Individual property monuments shall be installed within thirty-six (36) months of such acceptance.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Alterations to Improvement Plans.

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

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

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

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

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

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

security to an amount below one hundred twenty five percent (125%) of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

C. Security given to secure payment to any contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than one hundred percent (100%) of the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by City to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

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

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

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

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

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

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

11. Default of Subdivider.

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

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

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

C. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation if not cured within twenty (20) days after mailing written notice of default to Subdivider and Subdivider's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

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

E. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs.

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

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

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

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

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

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

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

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

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

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

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

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

20. Insurance.

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

For any claims related to this project, Subdivider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, and its elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by City, and its elected and appointed officials, officers, employees, or volunteers shall be excess of Subdivider's insurance and shall not contribute with it.

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

B. Builder's Risk (Course of Construction) Insurance. Subdivider may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage, with limits equal to the completed value of the project and no coinsurance penalty provisions.

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

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

E. Verification of Coverage. Subdivider shall furnish City with original Certificates of Insurance. However, failure to obtain the required documents prior to the work beginning shall not waive Subdivider's obligation to provide them.

F. Subcontractors. Subdivider shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

G. Subdivider's Insurance to be Primary

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

H. Worker's Compensation and Employer's Liability. Subdivider shall have Worker's Compensation and Employer's Liability insurance in an amount which meets the statutory requirements.

I. Comprehensive General Liability Insurance. Subdivider shall secure comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to City. Minimum coverage of five million dollars ($5,000,000) per occurrence for public liability, property damage and personal injury is required. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. City shall be named as an additional insured.

J. Business Auto Liability Insurance. Subdivider shall secure business auto liability coverage, with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all

Subdivider owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

21. Indemnity/Hold Harmless.

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

B. After acceptance of the Improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for one (1) year following the acceptance by City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.

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

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

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

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

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

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

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

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

Notice to City: Development Services Department Director
City of Redlands
PO Box 3005
Redlands, CA 92373

Notice to Subdivider: Aaron Talarico, Vice President
Meritage Homes
5 Peters Canyon Road, Suite 310
Irvine, CA 92606

With a copy to: Meritage Homes
Attn: CA Regional Counsel
18655 N Claret Dr. Suite 400
Scottsdale, AZ 85255

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

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

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

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

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

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

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

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

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

SUBDIVIDER
MERITAGE HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

By:_____
Aaron Talarico, Vice President

CITY OF REDLANDS

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

ATTEST:

_____
Jeanne Donaldson, City Clerk

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

EXHIBIT "A"

CITY OF REDLANDS
SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 20336

The following plans are in the office of the Development Services Department (MUED);

Description	Drawing No.	No. of Sheets
Street Improvement Plans	2376-ST	25
Storm Drain Plans	2376-SD	10
Street Striping and Signage Plans	2376-TS	10
Street Light Plans	2376-SL	05
CFD Street Tree Plans	2376-TP	05
CFD City Park Plans	2376-LS1	32
Water Improvement Plans	D-60744	08
Recycled Water Improvement Plans	NP-00101	07
Sewer Improvement Plans	F-1861	15

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

MERITAGE HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

By:_____ Date: _____
Aaron Talarico, Vice President

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands ("City"), State of California, and MERITAGE HOMES OF CALIFORNIA, INC., a CALIFORNIA CORPORATION, (hereinafter designated as "Principal") have entered into an agreement dated October 17, 2023 ("Agreement"), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements ("Work") for Tract No. 20336; 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 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, Principal and the undersigned, as 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 Civil Code the sum of six million eight hundred ninety five thousand seven hundred eight dollars($6,895,708) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to the 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 inure 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 Principal and Surety above named, on September 7, 2023.

(SEAL)
MERITAGE HOMES OF CALIFORNIA, INC., a CALIFORNIA CORPORATION
(Principal)

(Signature) ~~Aaron Talarico, Vice President~~ Hilla Sferruzza
Chief Financial Officer

(SEAL)

Arch Insurance Company
(~~Surety~~)
BY:

(Signature) Richard H. Mitchell, Attorney-in-Fact
CA License No. 0H56218
Address:
Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 1107

Telephone(201) 743-4000

(Seal and Notarial Acknowledgment of Surety)

ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On September 13, 2023 before me, Laura Gunderson, Notary Public, personally appeared Hilla Sferruzza, CFO - Meritage Homes of California, Inc., A California corporatoin

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

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

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, R. E. Daniels, Richard H. Mitchell, Robert M. Verdin, Robert R. Freel, Shelby E. Daniels and William M. Smith of Birmingham, AL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **19th day of December, 2022.**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 19, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th **day of** September, **20**23.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Alabama

County of Shelby

On September 7, 2023 (Date) before me, Courtney Hitt Weiss (Name and Title of Notary)

personally appeared Richard H. Mitchell (Name and or Names of Signer(s))

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

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

Witness my hand and official seal.

Signature Courtney Hitt Weiss (Notary Public Signature)

Place Notary Public Seal Above

My Commission Expires: 11/29/2026 *OPTIONAL*

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing
Arch Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and MERITAGE HOMES OF CALIFORNIA, INC., a CALIFORNIA CORPORATION , (hereinafter designated as "Principal") have entered into an agreement dated October 17, 2023 ("Agreement), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements (the "Work") for Tract No. 20336; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to furnish a good and sufficient Faithful Performance bond with the City for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate Surety, are held and firmly bound unto the City in the penal sum of thirteen million seven hundred ninety one thousand four hundred seventeen dollars ($13,791,417) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the Work by the City, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly

remedy the default, or shall promptly, at the City's option:

1. Complete the Agreement in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal.

Surety shall not utilize Principal in completing the Work nor shall Surety accept a bid from Principal for completion of the Work if the City, when declaring Principal in default, notifies Surety of the City's objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications.

No final settlement between the City and Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by Principal and Surety above named, on September 7, 2023.

(SEAL)
MERITAGE HOMES OF CALIFORNIA, INC., a CALIFORNIA CORPORATION
(Principal)

(Signature) ~~Aaron Talarico, Vice President~~ Hilla Sferruzza
Chief Financial Officer

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

Arch Insurance Company
(Surety)
BY:
(Signature) Richard H. Mitchell,
Attorney-in-Fact
CA License No. 0H56218

Address: Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 1107
Telephone (201) 743-4000

ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On September 13, 2023 before me, Laura Gunderson, Notary Public, personally appeared Hilla Sferruzza, CFO - Meritage Homes of California, Inc., A California corporatoin

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

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

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, R. E. Daniels, Richard H. Mitchell, Robert M. Verdin, Robert R. Freel, Shelby E. Daniels and William M. Smith of Birmingham, AL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **19th day of December, 2022**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 19, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th day of September, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Alabama

County of Shelby

On September 7, 2023 (Date) before me, Courtney Hitt Weiss (Name and Title of Notary)

personally appeared Richard H. Mitchell (Name and or Names of Signer(s))

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

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

Witness my hand and official seal.

Signature Courtney Hitt Weiss (Notary Public Signature)

Place Notary Public Seal Above

My Commission Expires: 11/29/2026 *OPTIONAL*

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing
Arch Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb

RESOLUTION NO. 8250

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING/REPORTING PROGRAM FOR THE BERGAMOT SPECIFIC PLAN (SPECIFIC PLAN NO. 64) PROJECT LOCATED ON THE EAST SIDE OF INTERSTATE 210 AND THE NORTH SIDE OF DOMESTIC AVENUE (APNs 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, AND 0167-031-16-0000)

WHEREAS, MLC Holdings, LLC ("Applicant") has filed applications for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan 40), Specific Plan No. 64, Tentative Tract Map No. 20336, and Commission Review and Approval No. 992 for a 317 lot single-family residential development on properties located generally on the east side of Interstate 210 and the north side of Domestic Avenue, and approximately 625 feet west of Texas Street, consisting of county of San Bernardino Assessor 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, and 0167-031-16-0000 (collectively, the "Project"); and

WHEREAS, an Initial Study and mitigated negative declaration ("MND") were prepared for the Project and circulated for public review for a period of thirty days beginning on May 27, 2021, and ending on June 25, 2021; and

WHEREAS, on August 10, 2021, the Planning Commission held a meeting at which interested persons had an opportunity to testify in support of, or in opposition to, the Project, and recommended to the City Council that the MND be adopted; and

WHEREAS, the City Council held a meeting on September 21, 2021, at which interested persons had the opportunity to provide verbal and written testimony on the Project and proposed MND;

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

Section 1. CEQA Compliance. The City Council has reviewed and considered the information contained in the Initial Study and MND, related technical studies and analyses, public comments received, the responses to comments, and supporting documentation, and determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project.

Section 2. Independent Judgment of Lead Agency. The City Council has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in that the City Council analyzed the MND and accompanying technical studies/reports, and finds that the MND reflects the independent judgment and analysis of the City.

Section 3. Adoption of Mitigated Negative Declaration. The City Council finds on the basis of the whole record that there is no substantial evidence that the Project will have a significant effect on the environment, including mitigation measures and any Project design features, and hereby adopts the MND for the Project.

Section 4. Adoption of Mitigation Monitoring/Reporting Program. Pursuant to Public Resources Code section 21081.6, the City hereby adopts the Mitigation Monitoring/Reporting Program attached to the MND, and all mitigation measures are included as conditions of approval for the Project.

Section 5. Notice of Determination. The City Council hereby directs staff to file and post a Notice of Determination in accordance with the State CEQA Guidelines.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2021.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of October, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8251

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A SOCIO-ECONOMIC COST/BENEFIT STUDY FOR THE BERGAMOT SPECIFIC PLAN PROJECT LOCATED ON THE EAST SIDE OF INTERSTATE 210 AND THE NORTH SIDE OF DOMESTIC AVENUE (APNs 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, AND 0167-031-16-0000)

WHEREAS, MLC Holdings, LLC ("Applicant") has filed applications for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan 40), Specific Plan No. 64, Tentative Tract Map No. 20336, and Commission Review and Approval No. 992 for a 317 lot single-family residential development on properties located generally on the east side of Interstate 210 and the north side of Domestic Avenue, and approximately 625 feet west of Texas Street, consisting of county of San Bernardino Assessor 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, and 0167-031-16-0000 (collectively, the "Project"); and

WHEREAS on July 29, 2021, notice of the Planning Commission's public hearing for the Project was published in the Redlands Daily Facts and notices were mailed to property owners within a 300-foot radius; and

WHEREAS, on August 10, 2021, the Planning Commission held a public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Socio-Economic Cost/Benefit Study for the Project, and at which the Planning Commission subsequently recommended adoption to the City Council; and

WHEREAS, the City Council held a public hearing on September 21, 2021, at which interested persons had the opportunity to provide verbal and written testimony on the Socio-Economic Cost/Benefit Study for the Project;

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

Section 1. The Socio-Economic Cost/Benefit Study for the Project is hereby approved based upon the following findings:

A. THE PROJECT WILL NOT CREATE UNMITIGATED PHYSICAL BLIGHT WITHIN THE CITY, OR OVERBURDEN PUBLIC SERVICES, INCLUDING WITHOUT LIMITATION THE SUFFICIENCY OF POLICE AND FIRE PROTECTION.

The Project will not create significant unmitigatable physical blight in the City or overburden public services, including without limitation police and fire protection services, because the mitigation measures for environmental impacts, described in the study, have been added to the project as Conditions of Approval.

The Project provides improvements to enhance the surrounding community through the provision of significant areas of recreational open space and a public sports park, connections to the Santa Ana River Trail, residences with architectural enhancement along all public rights-of-way, decorative fencing and a masonry perimeter wall, and the planting of new trees on the Project site.

The Project developer will make improvements to facilitate implementation of the Project, including the construction of adjacent roadways and roadway improvements the project frontage. The Project would provide connections to existing City infrastructure. Utilities, less than 66KV, will be placed underground. The Project developer is required to fund its fair share allocation of any necessary public infrastructure associated with development of the Project.

B. THE BENEFITS TO THE CITY RESULTING FROM DEVELOPMENT OF THE PROJECT OUTWEIGH ANY DIRECT COST TO THE CITY THAT MAY RESULT.

The Socio-Economic Cost/Benefit Study demonstrates that, annually, the Project will generate "new net" revenues of approximately one hundred thirty six thousand six hundred eighty eight dollars ($136,688) and approximately one hundred twenty five thousands nine hundred ten dollars ($125,910) in cost and have a positive balance of ten thousand seven hundred seventy eight dollars ($10,778) (or ratio +1.09). For every dollar the City spends in providing services to the Project, the City will receive one dollar and nine cents ($1.09) in "new net" revenue. The Project would provide for the development of 317 new single family residences. Schools will be enhanced with the payment of school fees. Further, with the additional revenue provided to the City through increased property tax assessment, and the payment of development impact fees, indirect funding will be provided for cultural enhancements, downtown district enhancements, public safety (Police and Fire) enhancements, and traffic enhancements. The Project also provides a public sports park and the applicant has accepted a condition of approval to work with the Cultural Arts Commission to provide public art within the park, funded by the developer, at a cost of up to twenty thousand dollars ($20,000).

Section 2. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2021.

Paul T Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of October, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8252

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE CONVERSION OF AGRICULTURAL LAND TO RESIDENTIAL LAND PURSUANT TO SECTION 4.40s OF THE REDLANDS GENERAL PLAN FOR PROPERTY LOCATED ON THE EAST SIDE OF INTERSTATE 210 AND THE NORTH SIDE OF DOMESTIC AVENUE (APNs 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, AND 0167-031-16-0000)

WHEREAS, MLC Holdings, LLC ("Applicant") has filed applications for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan 40), Specific Plan No. 64, Tentative Tract Map No. 20336, and Commission Review and Approval No. 992 for a 317 lot single-family residential development on properties located generally on the east side of Interstate 210 and the north side of Domestic Avenue, and approximately 625 feet west of Texas Street, consisting of county of San Bernardino Assessor 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, and 0167-031-16-0000 (collectively, the "Project"); and

WHEREAS, in 1997, Measure "U," a voter-approved initiative ordinance, amended the Redlands General Plan and establish comprehensive growth management principles to preserve, enhance and maintain the quality of life in the Redlands community; and

WHEREAS, section 4.40s of Measure "U" specifically provides that: "No land undeveloped as of March 1, 1997 and designated in whole or in part as "Urban Reserve" or "Urban Reserve" (Agricultural)" in the Redlands general plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production on November 3, 1986 regardless of zoning, shall be re-designated or rezoned to permit residential density greater than the Estate Residential (R-E) classification, as the same existed on June 1, 1987, in the Redlands City Zoning Ordinance, unless the following mandatory findings are made and the re-designation or rezoning is approved by four-fifths (4/5) vote of the total authorized membership of the City Council:

1. There are substantial and overriding economic or social benefits to the City and its residents and taxpayers from the proposed density increase;

2. The proposed density increase will not cause adverse environmental impacts, either individually or cumulatively, directly or indirectly;

3. The proposed density increase will not convert viable agricultural land to non-agricultural uses;

4. The proposed density increase will not have a growth-inducing effect on other property;

5. The resulting use will be compatible with uses on adjacent land; and

6. The proposed density increase will not require substantial expansion of public infrastructure, facilities or services."

WHEREAS, the Project site contained citrus groves and active agricultural production on June 1, 1987, thus making the provisions of Measure "U" applicable to the Project; and

WHEREAS, the Project involves the adoption of new Specific Plan No. 64 for a 317 lot single-family residential development at a density of 5.4 units per acre, which exceeds the Estate Residential (R-E) density of 3.0 units per acre; and

WHEREAS, on August 10, 2021, the Planning Commission held a public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Project, and at which the Planning Commission considered the Project; and

WHEREAS, the City Council held a public hearing on September 21, 2021, at which interested persons had the opportunity to provide verbal and written testimony for the Project;

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

Section 1. In accordance with Measure "U," the City Council of the City of Redlands hereby approves the re-zoning of lands designated "Urban Reserve" in the Redlands General Plan (as of June 1, 1987) or in active agricultural production as of November 3, 1986, to permit a residential density greater than the Estate Residential (R-E) classification as the same existed as of June 1, 1987, based upon the following findings:

A. THERE ARE SUBSTANTIAL AND OVERRIDING ECONOMIC OR SOCIAL BENEFITS TO THE CITY AND ITS RESIDENTS AND TAXPAYERS FROM THE PROPOSED INCREASED DENSITY FOR THE PROJECT SITE.

The East Valley Corridor Specific Plan ("EVCSP") contains goals and policies aimed at preserving agricultural uses within the East Valley Corridor as long as this type of land use remains realistic and financially feasible. Because continued agricultural production on the site has been determined to be infeasible for the long term, the conversion of the site to residential development would be consistent with the EVCSP's intent, as well as the site's current Low Density General Plan designation, which specifies densities higher than those allowed by the Estate Residential (R-E) zoning designation.

The additional 317 units would substantially add to the tax revenue accruing to the City which funds infrastructure improvements and public services, which are direct economic benefits to the City. As part of the Project, the developer will also pay development impact fees for transportation and other infrastructure, as well as police, fire, and for the library. From a social benefit standpoint, the Project will include common open space through pocket parks, a paseo, and a public sports park for gathering, recreation and socialization of residents of the whole City, filling a recognized public need.

In addition, the construction of new homes on small lots provides a variety of housing types and affordability levels in the City of Redlands, which is consistent with the policies contained within the City's current 2035 General Plan and will contribute an additional 317 new housing units that will help the City meet its overall housing goals.

B. THE PROPOSED DENSITY INCREASE WILL NOT CAUSE ADVERSE ENVIRONMENTAL IMPACTS, EITHER INDIVIDUALLY OR CUMULATIVELY, DIRECTLY OR INDIRECTLY.

The Project has been analyzed through the drafting of an Initial Study/Mitigated Negative Declaration, with fourteen mitigation measures that have been incorporated as conditions of approval, referencing technical studies prepared for the Project, to ensure the Project will not have a significant impact on the environment, either individually or cumulatively, directly or indirectly.

C. THE PROPOSED DENSITY INCREASE WILL NOT CONVERT VIABLE AGRICULTURAL LAND TO NONAGRICULTURAL USES.

The proposed density increase would not convert viable agricultural land to non-agricultural uses. The area surrounding the Project site is becoming urbanized, with development to the east and south and the existing Citrus Valley High School to the south. Aerial photograph indicates that the agricultural uses, which once utilized this area of the City, have been removed over time as citrus groves have become less economically viable. The IS/MND, discusses Agriculture and Forestry Resources, and how the loss of farmland at the site was evaluated in the 2035 General Plan Environmental Impact Report (EIR) in the larger context of the General Plan. This specific site is one of many locations identified in the General Plan EIR as having prime farmland that has a land use designation that would convert the property to non-agricultural use. The City adopted findings and a Statement of Overriding Considerations for the General Plan EIR. In addition, the conversion of this agricultural site was anticipated by the Environmental Impact Report (EIR) prepared for the EVCSP, which evaluated the impacts to Agriculture and adopted a Statement of Overriding Consideration, as well. Therefore, the increase in density from 3.0 units per acre to 5.4 units per acre will not convert viable agricultural lands to non-agricultural uses.

D. THE PROPOSED DENSITY WILL NOT HAVE A GROWTH-INDUCING EFFECT ON OTHER PROPERTY.

The Project abuts an area of designated in the City's General Plan as Low Density Residential, with the same 0-6 unit per acre density, to the east and would be considered a continuation of this same designation. It is anticipated that this adjacent property will build out with similar density. The City's General Plan designates this property as low density residential which accommodates densities higher than what is allowed by the R-E zoning designation. The development of this property as well as those of the adjacent properties with residential land use designations was anticipated by the City's most recent General Plan update. While the adjacent parcels may develop in the future, the proposed Project's density is consistent with its land use designation and the development of this property on

its own would not be considered to contribute to growth-inducing effects on adjacent properties.

E. THE RESULTING USE WILL BE COMPATIBLE WITH USES ON ADJACENT LAND.

The Project has been designed to be compatible with the anticipated future development of the adjacent vacant parcels as well as the Citrus Valley High school located to the south. The development of Citrus Valley High School within a commercially zoned area changed the context of the area, and residential uses adjacent to the high school would be a compatible use. The Project incorporates pedestrian facilities to accommodate safe routes to the nearby high school by providing a Class 3 bike trail, sidewalks and an enhanced cross walk at the corner of Domestic Avenue and Texas Street.

F. THE PROPOSED DENSITY OR HEIGHT INCREASE WILL NOT REQUIRE SUBSTANTIAL EXPANSION OF PUBLIC INFRASTRUCTURE, FACILITIES OR SERVICES.

The Project would connect and enhance the existing infrastructure in the area and would not require substantial infrastructure improvements to water and sewer service to accommodate Project demands. Sewer service is located adjacent to the Project area and water service will be extended to the Project from Texas Street. The existing water treatment facilities within the City are capable of serving the proposed Project, and no substantial expansion would be required. The developer would be required to pay the appropriate development impact fees for transportation and infrastructure improvements as well as school fees, and development impact fees for public safety, parks and open space, and the library. These developer impact fees represent the new development's fair share of planned facilities and are not intended to address any needed facilities required to serve existing development. Therefore, the additional residential density would not require substantial expansion of public infrastructure, facilities or services.

Section 2. In accordance with Measure "U," this resolution has been adopted by a 4/5ths vote of the membership of the City Council.

Section 3. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2021.

Paul T Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of October, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8253

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING SPECIFIC PLAN AMENDMENT NO. 46 TO THE EAST VALLEY CORRIDOR SPECIFIC PLAN (SPECIFIC PLAN NO. 40), TO AMEND THE LAND USE MAP TO REMOVE SEVEN PARCELS CONTAINING APPROXIMATELY 58.6 ACRES FROM THE EAST VALLEY CORRIDOR SPECIFIC PLAN AND RESCINDING THE ZONING DESIGNATION OF SCIENCE RESEARCH PARK (EV/SRP) (APNs 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, AND 0167-031-16-0000)

WHEREAS, MLC Holdings, LLC ("Applicant"), has filed applications for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan 40), Specific Plan No. 64, Tentative Tract Map No. 20336, and Commission Review & and Approval No. 992 for a 317 lot single-family residential development on properties located generally on the east side of Interstate 210 and the north side of Domestic Avenue, and approximately 625 feet west of Texas Street, consisting of county of San Bernardino Assessor 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, and 0167-031-16-0000 (collectively, the "Project"); and

WHEREAS on July 29, 2021, notice of the Planning Commission's public hearing for the Project and related Project was published in the Redlands Daily Facts and notices were mailed to property owners within a 300-foot radius; and

WHEREAS, on August 10, 2021, the Planning Commission held a public hearing and determined that the Specific Plan Amendment would be in conformity with the 2035 General Plan, and adopted Resolution No. 1544 recommending approval for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan No. 40); and

WHEREAS, the City Council held a public hearing on September 21, 2021, at which interested persons had the opportunity to provide verbal and written testimony for the Project;

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

Section 1. General Plan Conformity. The proposed Specific Plan Amendment to remove the Project site (the proposed Bergamot Specific Plan) from the boundaries of the East Valley Corridor Specific Plan will conform with the Redlands General Plan.

Section 2. Approval of Specific Plan Amendment No. 46 to the East Valley Corridor Specific Plan. Specific Plan Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan No. 40) is hereby approved. Specific Plan Amendment No. 46 shall amend the EVCSP land use map and city's Zoning Map to remove following seven parcels (APNs: 0167-

031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, and 0167-031-16-0000) from the East Valley Corridor Specific Plan boundary, rescinding the zoning designation of "Science Research Park District (EV/SRP)" as more particularly shown in "Exhibit "A" attached hereto.

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

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2021.

Paul T. Barich, Mayor

ATTEST:

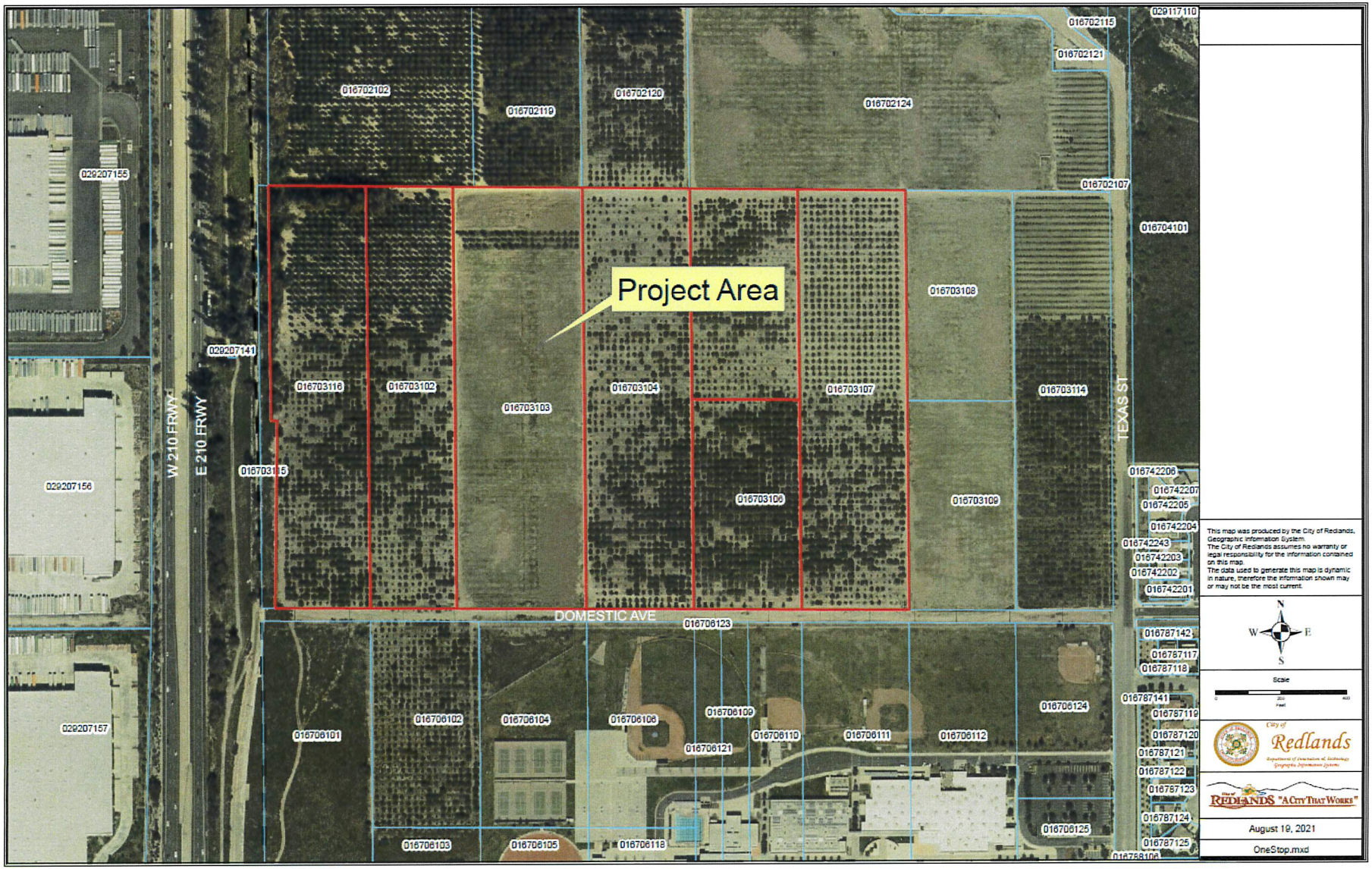
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of October, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

Exhibit "A"



I:\Resolutions\Res 8200-8299\8253 MLC Holdings Specific Plan Amendment EVCSP.DOCX

RESOLUTION NO. 8254

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING SPECIFIC PLAN NO. 64 FOR SEVEN PARCELS OF PROPERTY LOCATED ON THE EAST SIDE OF INTERSTATE 210 AND THE NORTH SIDE OF DOMESTIC AVENUE (APNs 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, AND 0167-031-16-0000)

WHEREAS, MLC Holdings, LLC ("Applicant"), has filed applications for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan 40), Specific Plan No. 64, Tentative Tract Map No. 20336, and Commission Review & and Approval No. 992 for a 317 lot single-family residential development on properties located generally on the east side of Interstate 210 and the north side of Domestic Avenue, and approximately 625 feet west of Texas Street, consisting of county of San Bernardino Assessor 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, and 0167-031-16-0000 (collectively, the "Project"); and

WHEREAS on July 29, 2021, notice of the Planning Commission's public hearing for the Project and related Project was published in the Redlands Daily Facts and notices were mailed to property owners within a 300 foot radius; and

WHEREAS, on August 10, 2021, the Planning Commission held a public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Project, and at which the Planning Commission adopted Resolution No. 1545 recommending that the City Council adopt Specific Plan No. 64; and

WHEREAS, the City Council held a public hearing on September 21, 2021, at which interested persons had the opportunity to provide verbal and written testimony for the Project; and

WHEREAS, following the meeting on Specific Plan No. 64, at which the City Council provided opportunity for public testimony, the City Council determined that adoption of the Specific Plan is in the best interests of the public health, safety, and general welfare;

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

Section 1. General Plan Conformity. The proposed Specific Plan No. 64 is in conformity with the Redlands General Plan, including the land use designation as Low Density Residential for the subject properties and related street and circulation system improvements.

Section 2. Specific Plan Adoption. Specific Plan No. 64 for the development of approximately 58.6 acres of real property as a single-family residential development containing 317 dwelling units, five private common area lots, and proposed new public park, is hereby adopted for the subject properties as more particularly shown in Exhibit "A" attached hereto.

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

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2021.

Paul T. Barich, Mayor

ATTEST:

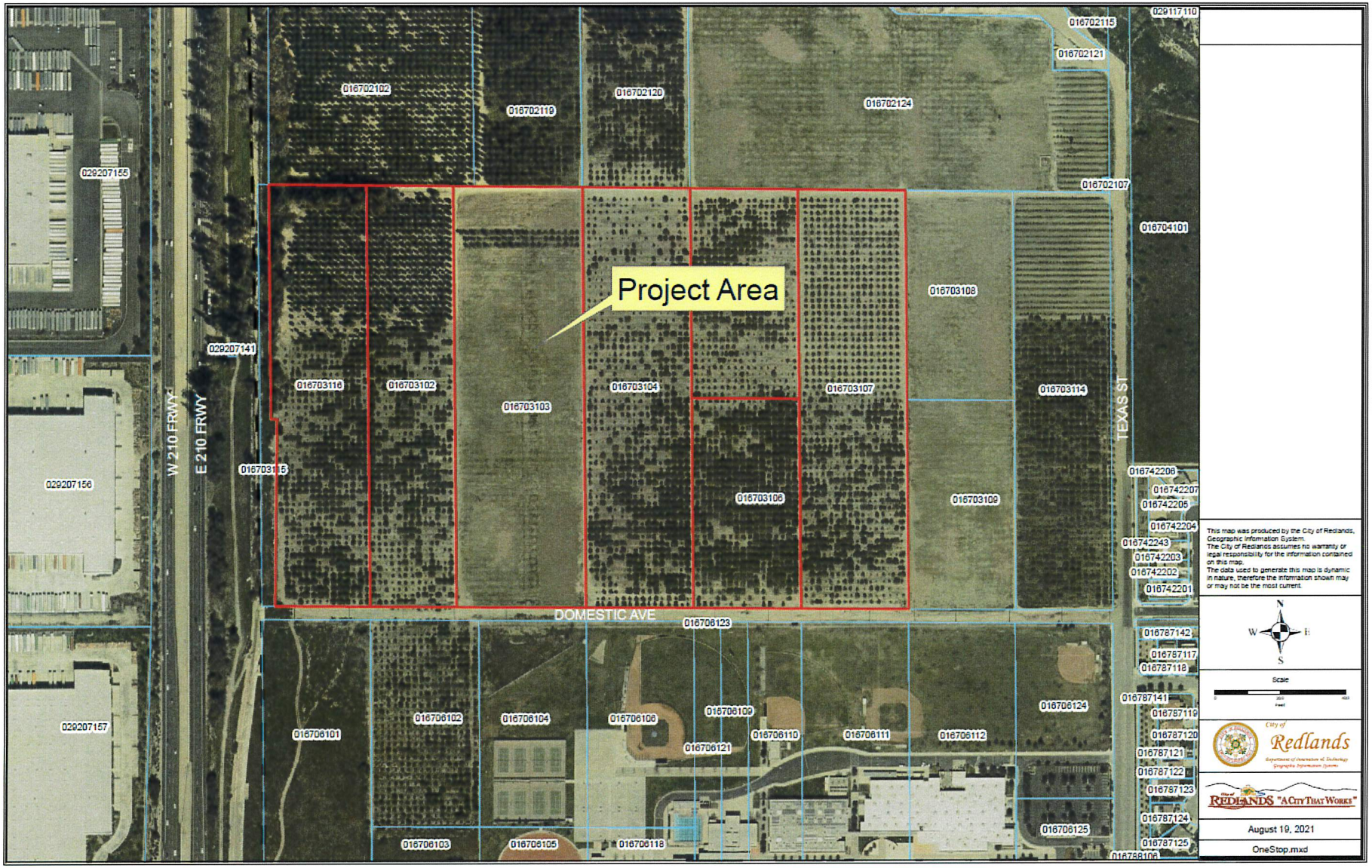
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of October, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

EXHIBIT A


Project Area
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E 210 FRWY
TEXAS ST
DOMESTIC AVE
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029207157
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016702102
016702119
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Redlands
REDLANDS "A CITY THAT WORKS"
August 19, 2021
OneStop.mxd

RESOLUTION NO. 8255

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING TENTATIVE TRACT MAP NO. 20336 FOR THE SUBDIVISION OF 58.6 ACRES INTO 319 SINGLE FAMILY RESIDENTIAL LOTS AND FIVE LETTERED LOTS (SPECIFIC PLAN NO. 64 – "BERGAMOT SPECIFIC PLAN") LOCATED ON THE EAST SIDE OF INTERSTATE 210 AND THE NORTH SIDE OF DOMESTIC AVENUE (APNs 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, AND 0167-031-16-0000)

WHEREAS, MLC Holdings, LLC ("Applicant"), has filed applications for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan 40), Specific Plan No. 64, Tentative Tract Map No. 20336, and Commission Review & and Approval No. 992 for a 317 lot single-family residential development on properties located generally on the east side of Interstate 210 and the north side of Domestic Avenue, and approximately 625 feet west of Texas Street, consisting of county of San Bernardino Assessor 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, and 0167-031-16-0000 (collectively, the "Project"); and

WHEREAS on July 29, 2021, notice of the Planning Commission's public hearing for the Project and related Project was published in the Redlands Daily Facts and notices were mailed to property owners within a 300 foot radius; and

WHEREAS, on August 10, 2021, the Planning Commission held a public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Project, and recommended to the City Council that the Tentative Tract Map No. 20336 be adopted; and

WHEREAS, on September 21, 2021, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

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

Section 1. The City Council of the City of Redlands hereby approves Tentative Tract Map No. 20336 for the Project subject to the Conditions of Approval from the Development Services Department, Municipal Utilities & Engineering Department, Facilities & Community Services Department, and Fire Department attached hereto as Exhibits "A," "B," "C," and "D" and based upon the following findings:

Tentative Tract Map No. 20336 Findings:

1) *The proposed map is consistent with the General Plan or any applicable specific plan, or other applicable provisions of the Redlands Municipal Code.*

The proposed map will be consistent with the General Plan. The project's Low Density Residential land use designation allows for 0-6 units per acre and the project has been designed at 5.4 units per acre. The tentative tract map is also consistent with the policies contained within the General Plan, which encourages small-lot subdivisions. The proposed map will be consistent with the specific plan, processed concurrently, as the map implements the specific plan and meets all of the specific plan's development standards. The proposed map will also be consistent with the provisions of the Redlands Municipal Code.

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

The project site is physically suitable for the type of development. The site has a relatively flat grade with a very gradual 2 percent fall towards the west over distance, and is large enough at 58 acres to subdivide into 317 residential lots and 5 lettered lots and incorporate on-site circulation. On-site and off-site improvements proposed as part of the project's design will ensure the property is consistent with adjacent developments and mitigate potential impacts to traffic and other environmental factors to a less than significant level.

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

The maximum density allowed within the Low Density Residential Land Use Designation is six (6) units per acre. The project is designed at 5.4 units per acre. The project site is relatively flat in topography, and does not include the creation of residential lots on land with slopes exceeding 15%. As such, the site is physically suitable for the density of development proposed.

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

The design of the subdivision and proposed improvements is not likely to cause substantial environmental damage or injure fish or wildlife or their habitat. Based on the Initial Study that has been prepared for the project, there are no environmental factors that cannot be mitigated to a level of less than significant. The Initial Study/Mitigated Negative Declaration lists mitigation measures for Biological Resources, regarding pre-construction surveys for sensitive species. As such, the project is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

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

The design of the subdivision and the type of improvements are not likely to cause any serious public health problems. An Air Quality Analysis and a Health Risk Assessment was

prepared for project and the project will be required to comply with all local, state, and federal laws addressing air quality impacts. The memorandum found that the project would cause a less than significant impact to air quality and health risks. The nature of the residential use does not involve any substantial amounts of hazardous materials, and would not cause serious public health problems.

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

The project will improve access in the immediate vicinity by installing public improvements such as sidewalks along Domestic Avenue and new roadways to access the project. Additionally, public streets and pedestrian access will be provided throughout the project site. The design of the subdivision will not conflict with any easements on or through the proposed subdivision.

7) *That pursuant to Section 66474.4 of the Subdivision Map Act, the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (commencing with section 51200 of the Government Code) and that the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use.*

The subject property is not under a Williamson Act Contract pursuant to the California Land Conservation Act of 1965, and will not be detrimental or otherwise affect lands in agricultural use.

Section 2. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2021.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of October, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

EXHIBIT "A"

DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL

** Added by the Planning Commission on August 10, 2021

1. This approval is for Tentative Tract Map No. 20336 and Commission Review and Approval No. 922 to subdivide 58.6 acres into 317 single family residential lots plus five lettered lots for a new public park, landscaping, and private recreational open space (APNS: 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, and 0167-031-16-0000).

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

3. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code and Specific Plan No. 64.

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

5. No final inspection or Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

6. The applicant shall record the subdivision by a final tract map. No building permits shall be issued until a final tract map has been recorded.

7. The final map shall substantially conform to the tentative map as approved by the City Council.

8. Any conditions of approval determined by the City to not be completed prior to Final Map approval shall be included within the Subdivision Improvement Agreement entered into by the developer with the City.

9. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees.

In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

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

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

12. Common open space and recreational areas shall utilize durable materials and related protection devices to protect the area from vandalism by individuals or the use of skateboards.

13. A Home Owner's Association shall be established for the tract for maintenance of lettered lots AA through AT, and B though E and their related improvements.

14. Any slopes greater in height than three feet (3') shall be provided with irrigation systems and planted with groundcover, shrubs, and trees to prevent erosion, as approved by the Development Services Department and Municipal Utilities & Engineering Department.

15. All utilities on-site shall be placed underground, including utility vaults. Prior to approval of the final map the applicant shall bond for undergrounding of utilities, and submit plans to be approved by the Development Services Director that detail undergrounding of all utilities found on-site. Bonds shall be calculated and included in any bonds required by the City of Redlands Municipal Utilities and Engineering Department.

16. A Minor Exception Permit shall be required for any wall or fence heights in excess of those listed in Specific Plan No. 64.

17. The applicant shall establish a Home Owners Association (HOA) for the care and maintenance of all property improvements held in common ownership of the subdivision. The HOA shall be formed for the property, and Conditions, Covenants and Restrictions

(CC&R's) shall be prepared, submitted for review and approval by the City Attorney, **prior to approval of the Final Map**. The HOA and the CC&R's shall cover the care and maintenance of all property and improvements held in common ownership of the subdivision.

18. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project. The CC&Rs shall contain the following:

    a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

    b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

    c. CC&Rs shall detail the ownership and maintenance requirements for Lots B, C, D and E, stating that the required open space areas for the project shall be owned and maintained by the Home Owners Association for the project in perpetuity.

Mitigation Measures

19. Biological Resources Mitigation Measure 1 (BIO-1): The Project Applicant shall implement the following measures to minimize impacts to special-status wildlife species:

    Construction Monitoring and Pre-construction Surveys. Prior to the issuance of a grading permit, the project applicant shall provide evidence that a qualified Biologist has been retained. The qualified Biologist shall conduct a clearance survey of the entire project impact area, including any staging/laydown areas, no more than seven (7) days prior to initiating project activities to search for western spadefoot, California legless lizard, and San Diegan tiger whiptail. In addition, the qualified Biologist will be present on-site prior to the initiation of construction each day to monitor ground-disturbing or habitat-altering activities, verify that temporary fencing around sensitive areas is intact and in good condition (no gaps or holes), and search for special-status wildlife species that may have taken shelter under construction materials in staging/laydown areas.

    If special-status wildlife species are observed during construction activities, all work within 50 feet of the animal(s) shall be stopped. At no time shall work occur within 50 feet of the

animal without the Biological Monitor present. Any special-status wildlife species detected within the project impact area, including any staging/laydown areas, shall be allowed to move away on their own and shall not be captured or handled without authorization from the CDFW or USFWS.

Avoidance of Entrapment. To prevent inadvertent entrapment of animals during construction, all excavated, steep-walled holes or trenches more than one foot deep shall be covered at the close of each working day with plywood or other suitable material, or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals. All pipes, culverts, or similar structures stored overnight shall be inspected before they are subsequently moved, capped, and/or buried. If at any time wildlife is discovered, the Biologist shall be contacted to determine the next steps.

Environmentally Sensitive Area Fencing. Sensitive areas, including the channelized drainage and wildlife corridor near the western project boundary or active avian nests, shall be identified by a qualified Biologist and shown on the project design plans. The installation of the fencing around these sensitive areas shall be monitored by the Biologist.

Erosion Control Materials. Project construction activities on the western side of the project site could cause sediment to enter the channelized drainage. Appropriate sediment and erosion control Best Management practices (BMPs) shall be employed during project construction to minimize sediment from entering the channelized drainage to protect water quality. To prevent wildlife from becoming entangled or trapped in erosion control materials, plastic monofilament netting (such as erosion control matting) or similar material shall not be used. Several commercially available products that are marketed as photodegradable and biodegradable contain synthetic netting, which can take several months to decompose. These products shall not be used in habitat areas. Acceptable erosion control materials are those that use natural fibers such as jute, coconut, twine, or other similar biodegradable fibers.

Worker Environmental Awareness Program. A Worker Environmental Awareness Program (WEAP) training will be implemented to educate construction workers about the presence of special-status plant and wildlife species on and near the project site. The WEAP training will be administered to construction personnel prior to the initiation of ground-disturbing or vegetation/habitat altering activities. All construction personnel on the project site shall be required to attend the WEAP training. During the WEAP training, construction personnel shall be informed of the importance of avoiding ground-disturbing activities outside of designated work areas; the potential for special-status species to be present; the associated habitat for special-status species; and that is unlawful to take, harm, or harass special-status species.

20. Biological Resources Mitigation Measure 2 (BIO-2): The Project Applicant shall implement the following measures to minimize impacts to burrowing owl:

Pre-construction Survey. Prior to issuance of a grading permit, a qualified Biologist shall perform a pre-construction burrowing owl survey to determine burrow locations within 30 days prior to construction activities using CDFW (2012) guidelines and shall provide a report to the City documenting the results of the survey. If construction is delayed or

suspended for more than 30 days after the survey, the area shall be resurveyed. Surveys for occupied burrows shall be completed within all construction areas and within 300 feet from the proposed project work area (where possible and appropriate based on locations of barren or ruderal habitats). At least 15 days prior to the expected start of any project-related ground disturbance activities, or restart of activities, the City of Redlands shall provide a burrowing owl survey report and mapping to the CDFW. If no burrowing owl are detected during the pre-construction survey, no further action is necessary.

If burrowing owls are detected during the pre-construction survey, the City shall consult with the CDFW and USFWS to develop and implement a Burrowing Owl Mitigation Plan that includes mitigation measures outlined in CDFW (2012) guidelines.

21. Biological Resources Mitigation Measure 3 (BIO-3): The Project Applicant shall implement the following measures to minimize impacts to nesting birds:

Pre-construction Nesting Bird Surveys. If construction or tree removal is proposed during the breeding/nesting season for migratory birds (typically February 1 through August 31), a qualified Biologist shall conduct pre-construction surveys for migratory birds on the project site, including a 300-foot survey buffer, no more than 3 days prior to the start of ground-disturbing activities. If construction is delayed or suspended for more than 3 days after the survey, the area shall be resurveyed to re-confirm the presence/absence of any active nests.

Monitoring of Active Nests. If an active nest is located during pre-construction surveys, the USFWS and/or the CDFW (as appropriate) shall be notified regarding the status of the nest. Furthermore, construction activities shall be restricted as necessary to avoid disturbance of the nest until it is abandoned or the Biologist deems disturbance potential to be minimal. Restrictions may include establishment of exclusion zones (no ingress of personnel or equipment at a minimum radius of 300 feet around an active raptor nest and 50-foot radius around an active non-raptor passerine bird nest) or alteration of the construction schedule.
A qualified Biologist shall delineate the buffer using nest buffer signs, environmentally sensitive area fencing, pin flags, and or flagging tape. The buffer zone shall be maintained around the active nest site(s) until the young have fledged and are foraging independently.

22. Biological Resources Mitigation Measure 4 (BIO-4): Impacts to waters of the United States (i.e. USACE jurisdiction) would require a Section 404 Clean Water Act permit from the USACE and a Section 401 Water Quality Certification from the RWQCB. Impacts to riparian habitat under CDFW jurisdiction would require a Section 1602 Streambed Alteration Agreement from the CDFW. These permits shall be obtained prior to issuance of grading permits and implementation of the proposed project.

The project applicant shall ensure that the project will result in no net loss of waters of the United States by providing mitigation through impact avoidance, impact minimization, and/or compensatory mitigation for the impact, as determined in the CWA Section 404/401 permit requirements.

Compensatory mitigation may consist of (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream, or other aquatic resource restoration, creation, enhancement, or preservation activities; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement, and/or preservation activity. This final type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project/permit applicant retains responsibility for the implementation and success of the mitigation project. Evidence of compliance with this mitigation measure shall be provided prior to initiating construction and grading activities for the proposed project.

23. Biological Resources Mitigation Measure 5 (BIO-5): The Project Applicant shall implement the following project design features to minimize impacts to the project site's existing wildlife corridor and surrounding open space:

    Lighting. All lighting along the west side of the project site shall be downcast luminaries with light directed away from the channelized drainage that provides the wildlife movement corridor. All lighting installed within 100 feet of the western border of the project site shall be designed to be directed away from the channelized drainage using shielded lights, low-sodium vapor lights, downcast lights, bollard lights, or other available light and glare minimization methods.

    Landscaping. The project site design shall include an open space area of between approximately 15 feet (in the southwest corner of the project) and 200 feet (in the northwest corner) of the eastern slope of the channelized drainage and portions of the adjacent terrace, which shall be planted with drought-tolerant native shrub species. The soil surface in this zone may be covered with decomposed granite, but it shall not be irrigated. Shrub species in this corridor shall include those found in Riversidian alluvial fan sage scrub, including California buckwheat, California sagebrush, brittlebush (*Encelia farinosa*), deerweed (*Acmispon glaber*), and chaparral yucca (*Hesperoyucca whipplei*). A qualified Botanist who specializes in California native species shall direct plant selection and monitor their installation.

24. Geology and Soils Mitigation Measure 1 (GEO-1): If archaeological and/or paleontological discoveries are made during construction, all work in the immediate vicinity of the find shall be halted and notification made to the Development Services Department of the City of Redlands. The project proponent shall retain a qualified archaeologist or paleontologist to assess the nature and significance of the find and make recommendations prior to further disturbance.

25. Hazards Mitigation Measure 1 (HAZ-1): Prior to issuance of a grading permit, the project applicant shall submit documentation as proof, to the City Engineer, that contaminated soils encountered at Site HA-3 (as identified on Figure 3 – Phase II Sample Location Map of the project Phase I/II Environmental Site Assessment) of the project site have been disposed of at a licensed facility with confirmation sampling to show that contamination

concentrations of remaining soils are below the U.S. Environmental Protection Agency (USEPA) Regional Screening Levels (RSLs) and/or Department of Toxic Substances Control modified Screening Levels (DTSC-SLs), as applicable.

If discolored subsurface soils or unanticipated hazardous materials are discovered, the above documentation and disposal processes shall apply. In no event shall the project applicant proceed with site grading activities at any location on the site, where OCP/Diesel contamination are found to be present above regulatory thresholds for commercial use.

26. Hazards Mitigation Measure 1 (HAZ-2): Any discolored subsurface soils or unanticipated buried objects discovered during soil excavation shall be left in place and shall revert to Mitigation Measure HAZ-1 for protocol treatment of contaminated soils.

27. Noise Mitigation Measure 1 (NOI-1): No soccer practice or games shall be permitted on the soccer fields between the hours of 10 p.m. and 7 a.m. daily. This shall be enforced through programmed field light controls and signage placed around the soccer fields.

28. Noise Mitigation Measure 2 (NOI-2): The project applicant shall construct a minimum 6.5-foot high wall on the west side of Lots 300, 301, and 302 and a minimum 7.5-foot high wall on the west side of Lots 297, 298, and 299. The walls shall be constructed of concrete masonry units (CMUs) and shall be free of any decorative cutouts or openings. This measure shall be implemented and verified by the City's Building Department, prior to the issuance of the Certificate of Occupancy for Lots 297, 298, 299, 300, 301, and 302.

29. Transportation Mitigation Measure 1 (TR-1): A construction work site traffic control plan shall be submitted to the City for review and approval prior to the issuance of a grading permit or start of any construction work. The plans shall show the location of any roadway, sidewalk, bike route, bus stop or driveway closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties. Temporary traffic controls used around the construction area should adhere to the standards set forth in the California Manual of Uniform Traffic Control Devices (2014) and construction activities should adhere to applicable local ordinances.

30. Tribal Cultural Resources Mitigation Measure 1 (TCR-1):_Prior to the issuance of any ground disturbance-related permits (such as grading permits), the project developer/applicant shall provide the lead agency evidence of agreements with the consulting tribe(s) for Tribal monitor(s) representing tribe(s) that participated in consultation with the Lead Agency. Tribal monitors shall be present for all project related ground-disturbing activities (which includes ground disturbing activities such as tree/shrub removal and planting, clearing/grubbing, grading, excavation, trenching, compaction, fence/gate removal, drainage and irrigation removal, hardscape removal (benches, signage, boulders, walls, seat walls, fountains, etc.), and archaeological surveys, testing, and data recovery.

Prior to the issuance of any ground disturbance-related permits (such as grading permits), the Lead Agency shall contact and coordinate with consulting Tribe(s) as reasonably determined by the Lead Agency to facilitate communications with the Project developer/applicant so that all Parties can develop a mutually-acceptable Tribal Monitoring and Treatment Plan which includes the scope of monitoring, scheduling of monitors from individual consulting Tribe(s), and the course of action for inadvertent discoveries. The Plan shall be developed in accordance with current professional archaeology standards. Any mitigation plan that results in the removal of cultural resources (artifacts, ecofacts, features, etc.) from their original provenience shall also include a comprehensive discussion of resource processing, analysis, curation, and reporting protocols and obligations. This Plan shall be approved and adopted by the Lead Agency prior to the of any ground disturbance-related permits. The Plan's implementation in the field shall be enforced by the Lead Agency for the life of the Project's ground disturbing activities

31. Tribal Cultural Resources Mitigation Measure 2 (TCR-2): If a tribal cultural resource is discovered within the Project area, ground disturbing activities shall be suspended 100 feet around the resource(s) and, if necessary, an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. Representatives from the Consulting Tribes, the Project applicant/developer, and the Lead Agency shall confer regarding treatment of the discovered resource(s). No historic or prehistoric resources identified during monitoring will require preservation; however, all discoveries must be assessed for archaeological or cultural significance in adherence to CEQA, and if determined to be CEQA-significant, additional mitigation measures may be required to reduce the effect of grading impacts. Following the securing of the discovery site from further disturbance, tribal representatives, will adhere to the stipulation for inadvertent discoveries within the Tribal Monitoring and Treatment Plan. This evaluation process may include archaeological excavations or test trenches, basic recordation, non-destructive methods for analysis of artifacts, and Native American participation in the site assessment. If that evaluation process concludes that the discovered resources are CEQA significant, then the stipulations of TCR-3 will be implemented for treatment and disposition. All final reports regarding the resource recovery fieldwork are to be submitted to the local CHRIS Information Center, the Lead Agency, and Consulting Tribe(s).

32. Tribal Cultural Resources Mitigation Measure 3 (TCR-3) California Public Resources Code 21074 defines "tribal cultural resources". In brief, a resource is a "tribal cultural resource" if it is either: (I) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe that are listed, or determined to be eligible for listing, in the national or state register of historical resources, or listed in a local register of historic resources. Pub. Resources Code, § 21074(a)

In the event that Tribal Cultural Resources are inadvertently discovered during the course of grading for this project, the following procedures will be carried out for treatment and disposition of the discoveries:

The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to tribal cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Redlands with evidence of same:

a) Complete avoidance and preservation in situ, or reburial of the resources in a location onsite. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed.

b) A curation agreement with an appropriate qualified repository within San Bernardino County or Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation.

c) If more than one Native American Group is involved with the project and cannot come to a consensus as to the disposition of cultural materials, they shall be curated in a qualified repository within San Bernardino County or Riverside County that meets federal standards per 36 CFR Part 79 by default.

Should reburial of collected cultural items be preferred, it shall not occur until after the Phase IV monitoring report has been submitted to the City of Redlands. Should curation be preferred, the developer/permit applicant is responsible for all costs and the repository and curation method shall be described in the Phase IV monitoring report.

33. ** The applicant shall coordinate with the City's Cultural Arts Commission to incorporate an element of public art into the project to reflect the City's heritage, with a cost of $20,000.00 (minimum), to be installed prior to the City's acceptance of the public park.

Other Departments

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

a. Municipal Utilities & Engineering Department (Exhibit B)
b. Facilities & Community Services Department (Exhibit C)
c. Fire Department (Exhibit D)

EXHIBIT "B"

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT MAP NO. 20336 AND COMMISSION REVIEW AND APPROVAL NO. 922

Conditions were added at City Council meeting on 10/5/2021. See last page of this document.

Date of C.C. Meeting:	**September 21, 2021**
Applicant:	**MLC Holdings, Inc.**
Location:	**North Side of Domestic Avenue Approximately 700 Feet West of Texas Street (APNs: 0167-031-02, -03, -04, -05, -06, -07, and -16**
Project Description:	**Subdivide Approximately 58 Acres into 317 Single Family Residential Lots with a 12 Acre Public Park and Private Recreational Amenities**

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

All requirements for development shall be consistent with requirements set forth in the Specific Plan No. 64; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

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

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

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

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

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

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

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

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

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

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

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

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment

controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

10. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items may include:
    a. Signed/notarized Offsite letter of permission to conduct certain work.
    b. Offsite/onsite easement to construct/install/maintain certain improvements.
    c. Offsite/onsite right-of-way to construct/install/maintain certain improvements.
    d. Encroachment Permits from Caltrans, County, and other agencies.
    e. Obtain adjacent property owner(s) acceptance of increased or concentrated runoff onto their property(s).
    f. 401 Certification (California Regional Water Quality Control Board) and 404 Permit (U.S. Army Corp of Engineers).

11. Finalize and obtain all necessary onsite and offsite permissions for the relocations, modifications, and/or installations of citrus irrigation facilities for purpose of maintaining irrigation services to the satisfaction of the affected property owners, irrigation facility owners, and the City.

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

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

2. Plans required to be submitted shall include (RMC 17.17.060):
    a. Tract Map;
    b. Street Improvement;
    c. Storm Drain Construction;
    d. Pavement Striping and Signage Plans (including reflectorized pavement markers and pedestrian crossings);
    e. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
    f. Street Light Installation – Provide street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary detail by Southern California Edison Company;
    g. Potable Water Main Installation;

h. Recycled Water Main Installation;
i. Sewer Main Installation;
j. Approved Onsite Potable and Irrigation Water Line Installation; and
k. CFD Landscape and Irrigation Plan

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

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

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

5. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items may include:
   a. Signed/notarized Offsite letter of permission to conduct certain work.
   b. Offsite/onsite easement to construct/install/maintain certain improvements.
   c. Offsite/onsite right-of-way to construct/install/maintain certain improvements.
   d. Encroachment Permits from Caltrans, County, and other agencies.
   e. Obtain adjacent property owner(s) acceptance of increased or concentrated runoff onto their property(s).
   f. 401 Certification (California Regional Water Quality Control Board) and 404 Permit (U.S. Army Corp of Engineers).

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

7. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. (RMC 17.17.060).

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

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

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

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

    a. Dedicate to provide for a 32 foot half street right-of-way width on the north side of Domestic Avenue including acquisition of all necessary property/ies outside of tract boundary;
    b. Construct standard curb and gutter 20 feet both sides of street centerline;
    c. Provide full depth construction consistent with the City standard as accepted by the City Engineer between the new curb and gutter verified through a geotechnical report;
    d. Construct standard property line/curb adjacent sidewalk (Location varies of south side) along both sides of the entire street frontage and ramps at all curb returns;
    e. Install LED ornamental street light(s), [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight from Texas Street West to the Proposed Cul-De-Sac. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
    f. Provide street trees spaced every 40 feet across the tract frontage avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    g. Construct standard cul-de-sac at street terminus;
    h. Construct underwalk drain, if necessary;
    i. Use traffic index of 6.0;

j. Design and install ADA ramps, a crosswalk, solar powered pedestrian activated crosswalk beacon, and in-pavement crosswalk lighting on Domestic Avenue at Street "L" or Street "G" as accepted by the City Engineer. This requirement will be dependent on the Redlands Unified School District allowing the developer to install a pedestrian entrance from Domestic Avenue to Citrus Valley High School;

k. Install a Class III bike lane as accepted by the City Engineer;

l. Install a minimum 12" inch diameter potable water main including necessary valves and appurtenances from Texas Street West to the Proposed Cul-De-Sac;

m. Install a "dry" minimum 8 inch diameter recycled water main including necessary valves and appurtenances from Texas Street West to the Proposed Cul-De-Sac;

n. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;

o. Lower the existing sewer main in order to provide sewer services to properties north of project site as accepted by the City Engineer;

p. Install intersection traffic control features as deemed appropriate by the City Engineer; and,

q. In the event the off-site roadway dedications for Domestic Avenue are not obtained as shown on the Tentative Tract Map, the applicant shall provide improvements within the existing right-of-way dedications subject to the satisfaction of the City Engineer. This will require minor modification to street, but the intent will be to maintain substantial conformance to the approved tentative map.

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

a. Dedicate to provide for 64 foot street right-of-way width including acquisition of all necessary property/ies outside of tract boundary. The construction centerline may be shifted to the south as accepted by the City Engineer and adjacent property owners;

b. Construct standard curb and gutter from Texas Street west to the proposed terminus 20 feet south of street centerline;

c. Install a 2" X 6" redwood header along the north edge of pavement from Texas Street west to the proposed terminus;

d. Provide full depth construction consistent with the City standard as accepted by the City Engineer 32 feet north of south curb face from Texas Street west to the proposed terminus verified through a geotechnical report;

e. Construct standard property line adjacent sidewalk on the south side from Texas Street west to the proposed terminus and ramps at all curb returns. No ramp or curb return is required at Texas Street;

f. Install LED ornamental street light(s) [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight across the tract frontage and (1) light at the southwest corner of Street "N" and Texas Street. Streetlight

spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

g. Provide street trees spaced every 40 feet across the tract frontage avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.

h. Construct right angle turn at street terminus as accepted by the City Engineer;

i. Construct underwalk drain, if necessary;

j. Use traffic index of 6.0;

k. Install a minimum 12 inch diameter potable water main including necessary valves and appurtenances;

l. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;

k. Install a minimum 8 inch diameter sewer main with manholes and appurtenances. Provide a sewer study to adequately size the sewer diameter for future development to the north;

m. Install intersection traffic control features as deemed appropriate by the City Engineer; and

n. In the event the off-site roadway dedications for proposed Street "N" are not obtained as shown on the Tentative Tract Map, the applicant shall provide improvements within the existing right-of-way dedications subject to the satisfaction of the City Engineer. This will require minor modification to street and lot locations, but the intent will be to maintain substantial conformance to the approved tentative map.

o. Install a "dry" minimum 8 inch diameter recycled water main including necessary valves and appurtenances from Street "L" to the easterly project boundary.

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

a. Dedicate to provide for 60 foot street right-of-way width including a corner cutoff at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp;

b. Construct standard curb and gutter 18 feet both sides of street centerline;

c. Provide full depth construction consistent with the City standard as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;

d. Construct standard property line sidewalk along the entire street frontage and ramps at all curb returns;

e. Install LED ornamental street light(s), [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with

City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
g. Construct underwalk drain, if necessary;
h. Use traffic index of 5.0;
i. Install a minimum 12 inch diameter potable water main including necessary valves and appurtenances;
j. Install a "dry" minimum 8 inch diameter recycled water main including necessary valves and appurtenances;
k. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;
l. Install a minimum 8 inch diameter sewer main with manholes and appurtenances. Provide a sewer study to adequately size the sewer diameter for future development to the north; and,
m. Install intersection traffic control features as deemed appropriate by the City Engineer.

14. Requirements for remaining Interior Streets (RMC 17.15 and 17.17):

a. Dedicate to provide for 60 foot street right-of-way width including a corner cutoff at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp;
b. Construct standard curb and gutter 18 feet both sides of street centerline;
c. Provide full depth construction consistent with the City standard as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
e. Install LED ornamental street light(s), [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.
g. Construct standard right angle turns at locations shown on approved tentative map;
h. Construct underwalk drain, if necessary;
i. Use traffic index of 5.0;
j. Install a minimum 8 inch diameter potable water main including necessary valves and appurtenances;
k. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;

l. Install a minimum 8 inch diameter sewer main with manholes and appurtenances; and,
m. Install intersection traffic control features as deemed appropriate by the City Engineer.

15. Requirements for Texas Street (RMC 17.15 and 17.17):

a. Install a 2" X 6" wide redwood headers along both edges of pavement;
b. Provide full depth construction consistent with the City standard as accepted by the City Engineer vary verified through a geotechnical report. The pavement shall extend 14 feet west of the street centerline and varies from 32 feet to 20 feet east of street centerline as accepted by the City Engineer;
c. Coordinate with SCE to install LED luminaires with the equivalent illumination of a 100 watt sodium vapor streetlight to three of the existing power poles located on the west side of Texas Street between Domestic Avenue & Street "N" as accepted by the City Engineer
d. Relocate existing gate to the north side of Street "N" as accepted by the City engineer;
e. Construct standard pavement transition based on design speed of the street from the existing east side curb and gutter north of Domestic Avenue to the proposed 20 foot street width as accepted by the City Engineer;
f. Use traffic index of 6.0;
g. Design and install ADA ramps, a crosswalk, solar powered pedestrian activated crosswalk beacon, and in-pavement crosswalk lighting on Texas Street at Domestic Avenue as accepted by the City Engineer;
h. Install a Class III bike lane as accepted by the City Engineer;
i. Install a minimum 12 inch diameter potable water main including necessary valves and appurtenances;
j. Install fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations; and
k. Install intersection traffic control features as deemed appropriate by the City Engineer.

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

17. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property owners. The CC&Rs shall contain the following:

a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend,

terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

18. The CC&Rs shall be subject to a joint review by the all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

19. The CC&Rs shall be submitted to the City at least thirty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

20. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20336 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of detention basins, public park facilities, catch basin inserts, and street trees. (California Community Facilities Act)

21. All irrigation lines that exist within any street right-of-way shall be replaced with ductile iron, cement mortar lined and coated steel, or as approved by City Engineer. (RMC 17.17.020)

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

detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 17.17.020)

23. Construct standard Community Trails/Bike Trails as shown on the approved tentative tract map within the development. Dedicate a 14 foot wide public access easement for all trails within the development located outside of street right-of-way or property to be dedicated to the City. (RMC 17.17.020)

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

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

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

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

27. Survey and Monumentation cash bond must be posted.

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

29. Execute Subdivision Improvement Agreement (RMC 17.17.070).

30. In the event the applicant lacks sufficient title or interest, including an easement or license, at the time the final map is filed with the City, to construct the required improvements for Domestic Avenue and proposed "N" Street, the applicant has requested the City accept its voluntary waiver of any rights it may have pursuant to Government Code section 66462.5 and agrees that the City shall have no obligation pursuant to such section to take any action with respect to the final map, unless and until the City determines in its sole and absolute, but reasonable, discretion that the applicant has such sufficient title or interest. Through the imposition of this condition, the City's accepts and relies upon the applicant's aforementioned request and waiver in approving this tentative map.

Conditions were added at City Council meeting on 10/5/2021. See last page of this document.

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

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

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

3. All SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in place and shall be maintained throughout the course of the project. (RMC 13.54)

4. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Library Facilities; (RMC 3.60)
   - Open Space/Park **; (RMC 3.32)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)
   - Water Capital Improvement Charge; (RMC 3.48)
   - Recycled Water Capital Improvement Charge; (RMC 3.53)
   - Water Source Acquisition Charge *; (RMC 13.40)
   - Sewer Capital Improvement Charge; (RMC 3.44)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Sewer/Recycled Water Frontage Charges*. (RMC 13.44 and 13.12.)

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

   ** Fees are potentially eligible for credit per City Resolution No. 8109 and No. 8213.

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

6. Provide for adequate drainage facilities, including any necessary under sidewalk drains. (RMC 17.17)

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

8. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s) for the Public Park. Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed. Coordinate with Facilities and Community Development regarding size of bin(s).

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

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

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

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

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

3. Pay Water/Recycled Water Frontage Charges; (RMC 13.44 and 13.12.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The Professional(s) of Record shall file a Final Grading Certification for all grading and improvements relating to the project development.

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

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

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

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

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

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

10. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

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

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

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

2. A recorded mylar copy of the Tract map shall be submitted, if a part of a lot-sale subdivision and not included in Item E.

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

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

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

Initial

FILE: TM 20336

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT MAP NO. 20336 AND COMMISSION REVIEW AND APPROVAL NO. 922

The following conditions were added at City Council Meeting on 10/5/2021 for the purpose of providing for a north-side road between Pioneer and Domestic west of Citrus Valley High School and east of the I-210 to provide an alternate north-south route to the project. The applicant has agreed to these conditions.

- The applicant shall, prior to and as a condition for recordation of the Final Map, grant to the City an irrevocable, non-exclusive, "blanket" easement, in a form reasonably satisfactory to the City, for rights-of-way sufficient to construct a 32-foot wide street running north-south between Domestic Avenue and Pioneer Avenue, west of Citrus Valley High School and east of the I-210 freeway, over the parcel of real property designated as County of San Bernardino assessor parcel no. 0167-061-01.

- The applicant shall, prior to and as a condition for issuance of a Certificate of Occupancy for the 201st, and any further, requested residential units within the Bergamot Specific Plan area, to construct, in accordance with standards determined by the City, and dedicate to the City, a 32-foot paved road running north-south between Domestic Avenue and Pioneer Avenue, west of Citrus Valley High School and east of the I-210 freeway over the parcel of real property designated as County of San Bernardino assessor parcel no. 0167-061-01.

EXHIBIT "C"

FACILITIES & COMMUNITY SERVICES DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

REDLANDS FACILITIES AND COMMUNITY SERVICES DEPARTMENT
CONDITIONS OF APPROVAL
TENTATIVE TRACT MAP NO. 20336, COMMISSION REVIEW AND APPROVAL NO. 922, AND SPECIFIC PLAN NO. 64

Planning Commission Meeting:	**August 10, 2021**
Applicant:	**MLC Holdings, Inc.**
Location:	**APN Nos: 0167-031-02, -03, -04, -05, -06, -07, and -16**
Project Description:	**Subdivide approximately 58 acres into 317 single family residential lots with a 12 acre public park and private recreational amenities.**

1. These conditions are for Tentative Tract Map. No. 20336 and Commission Review and Approval No. 922 to subdivide 58.6 acres into 317 single family residential lots plus five lettered lots for a new public park, landscaping, and private recreational open space (APN 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, and 0167-031-16-0000).

2. Lot A shall consist of approximately 11.84 acres of improved parkland and shall include six soccer fields, one baseball field, lighting facilities for all sports fields, a 1,400 square foot bathroom facility, a parking lot consisting of 72 spaces, as well as other supplemental park amenities.

3. The boundaries for Lot A shall be adjusted to be in substantial conformance with Resolution No. 8213, a resolution accepting dedication of 11.84 acres of parklands and the future issuance of a fee credit of $1,255,300.98, upon successful completion of the project and City acceptance, in Park and Open Space development impact fees associated with Tentative Tract Map No. 20336.

4. Lot A shall be dedicated to the City of Redlands by certificate on the final map.

5. The irrigation system within Lot A shall meet the following requirements:
    a. All irrigation pipe shall be class 200 SCH40 PVC of the appropriate size to meet sufficient volume and pressure.
    b. All sprinklers must meet manufacturer recommendation for spacing to provide sufficient coverage.
    c. All irrigation controller wires shall be housed inside PVC SCH80 pipe; direct burial is not acceptable.

6. All turf within Lot A shall be a self-repairing blend in kind with a standard 90/10 blue fescue mix unless otherwise approved by the Facilities and Community Services Director.

7. Lighting within Lot A shall be consistent with the following unless otherwise approved by the Facilities and Community Services Director:

a. Park lighting shall be consistent with the City of Redlands Parks Division standard for pathway and practice lighting.
b. Sports field lighting shall be designed to provide the following foot-candle specifications unless otherwise approved by the Facilities and Community Services Director. The applicant shall submit a photometric plan demonstrating adherence with the condition prior to issuance of a building permit.
    i. Infield foot – 50
    ii. Outfield– 30
    iii. Infield Max/Min – 2
    iv. Outfield Max/Min – 2.5

8. Fencing within Lot A meet the following specifications unless otherwise approved by the Facilities and Community Services Director:
    a. 2 7/8" Terminal Posts
    b. 6 5/8 " Gate Posts (if applicable)
    c. 2 3/8" Line Posts
    d. 1 5/8" Top rail
    e. 9 Gauge Chain Link Fencing

9. Ballfields within Lot A shall be constructed in accordance with the specifications unless otherwise approved by the Facilities and Community Services Director:
    a. A water supply with a quick coupler shall be installed behind home plate in a designated utility box, buried with the lid at grade.
    b. The ballfield shall be constructed in accordance with USA Baseball Standards for Little League, 60 foot baselines.

EXHIBIT "D"

FIRE DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

Redlands Fire Department

35 Cajon Street, Ste 12 • Redlands, CA 92373
(909) 798-7601 Office • (909) 798-7602 Fax

7/29/2021

City of Redlands
Sean Reilley, Sr. Planner

☐ Special Reports/Comments needed
☐ DRAFT Conditions of Approval
☒ FINAL Conditions of Approval

Reference Number: Bergamot Development Commission Review 922

The following conditions have been applied to the above reference project pursuant to the City of Redlands Fire Department adopted codes and standards, the 2019 California Fire Code and applicable rules, regulations and standards. Conditions must be complied with as directed by Redlands Fire Department and shall be reviewed, permitted, inspected, tested and approved in accordance with the requirements set forth.

Required	Not Required	Reports and Comments
☐	☒	Special Reports or Comments - Prior to final conditions.

☐ Draft Conditions ☒ **Final Conditions**

PRIOR TO MAP

Required	Not Required	Condition
☒	☐	Minimum road width for fire apparatus in Planned Residential Developments is ☒20 ft. ☐ 26 ft. ☐28 ft. ☐____ft., if no parking is allowed, 30 feet if parking allowed on one side and 40 feet if parking is allowed on both sides.
☐	☒	The applicant shall grant an easement for the fire lane on the tentative tract map.
☒	☐	The applicant shall submit covenants or CC&Rs for review and approval by the Community Development Department, Engineering Division and Fire Department. The covenants or CC&Rs shall be recorded concurrently with the final map, and shall provide for the following: A. The maintenance of the required fire lane, with no obstructions, within an area that is a minimum of ☒ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. wide and 13.6 ft. in height. Designated fire apparatus roads, streets, cul-de-sacs and turn-around (hammerhead) and/or any other emergency access within the development shall be maintained accessible and usable by emergency vehicles. Usable conditions include but are not limited to the following: 1. An all-weather road surface shall be maintained, first lift of asphalt minimum.

		2. Road shall support imposed loads of fire apparatus at 75,000 pounds. 3. No parking-fire lane signs shall be repaired or replaced as needed. 4. A monument entry sign with required address numbers shall be provided. 5. Fire lanes, streets and roads or other areas designated no parking-fire lane at time of development shall remain free at all times of any obstruction including but not limited to: vehicles, storage, debris, etc. B. The provision and maintenance of fire resistive trees for the project. Trees shall not overhang or grow into the fire lane or hammerhead turn-around. Trees shall not grow within five feet of any proposed chimneys. Vegetation, other than ground cover, shall not be permitted within five feet of fire protection systems. C. Dwellings constructed with required fire and life safety features including fire sprinklers, ignition resistant construction, smoke and carbon monoxide detectors and fire resistive landscaping shall maintain these features in accordance with state and local codes in use and applicable at the time of construction or installation. These codes include the California Fire Code, California Building Code, California Vehicle Code (fire lanes), City of Redlands Municipal Code and any other applicable codes, standards and law.
☐	☒	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft., wide and a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal.
☐	☒	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department. Fire Department turn around requirements shall be installed as directed, pursuant to the California Fire Code, Appendix D.
☐	☒	Grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades above 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway.
☐	☐	

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
☐	☒	A hazardous materials inventory and disclosure shall be provided with a complete listing of SDS sheets, storage locations, how they are stored, and types of containers. A technical report and opinion prepared by an approved consultant shall be submitted for review and approval prior to or as part of the submission for a building permit. Operational permits may be required and must be applied for prior to certificate occupancy. Application and permits shall be made to San Bernardino County Fire Department for CUPA compliance. Compliance with disclosure and requirements placed on the project for the CUPA shall be complied with prior to certificate of occupancy.
☐	☒	The building has the potential for storage of combustible stock in excess of ☐ 6 ft. ☐ 12 ft. (rubber tires) in height, meeting the requirements of high-piled combustible storage as defined in Chapter 32 of the California Fire Code. Significant modifications to the structure, including but

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
		not limited to, smoke and heat vents or mechanical ventilation, draft curtains, special access doors, upgraded sprinkler systems and hose connection requirements must be achieved in compliance with the California Fire Code Chapter 32 should such storage occur. Minimum design densities for fire sprinkler systems within spec. buildings shall be 0.33/3000. If high-piled combustible storage is proposed then plans, specifications, and a technical opinion and report shall be submitted from an approved consultant with the construction drawings to ensure fire protection requirements. High piled combustible storage requires an annual operational permit pursuant to the California Fire Code with appropriate fees paid prior to issuance and renewal.
☐	☒	To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
☒	☐	Redlands Fire Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.
☐	☒	Redlands Fire Department at time of operational permit application will charge certain fees for permit issuance which will have, at a minimum, annual fees charged. Failure to pay required annual fees will be cause to issue a "Cease and Desist" order.
☒	☐	The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.
☒	☐	The proposed project shall pay all applicable development impact fees, pursuant to the City of Redlands Ordinances in effect at the time and that are amended from time to time.
☐	☒	A fire command center for fire department operations shall be provided for Factories, Mercantile, and storage occupancies that are greater than 50,000 square feet. The fire command center shall be a minimum of 200 square feet and meet the requirements of the California Fire Code as amended by Local Ordinance 2900 - RMC Section 15.20.500.
☒	☐	The required fire flow shall be 1,500 GPM for a 2-hour duration at 20 PSI residual operating pressure. Documentation is required from the Municipal Utilities & Engineering Department (MUED) or an approved third party verifying that the system is capable of meeting the required fire flow prior to conditions of approval being established. If a third party is being used they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by Redlands Fire Department and MUED to upgrade the existing system prior to release of building permits.
☐	☐	

PRIOR TO CONSTRUCTION

Required	Not Required	Condition

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☒ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. and a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal. **Curb side parking on internal streets needs to be determined as to which side of the street for parallel parking to the curb.**
☒	☐	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department, pursuant to the California Fire Code, Chapter 5 & Appendix D and as amended locally. Fire Department turn around requirements shall be installed as directed and shall be inspected and approved prior to lumber drop. **Street M and Domestic Ave Cul-de-sac.**
☒	☐	All fire apparatus access roadways must be maintained unobstructed and drivable by fire apparatus throughout the construction process. Access roadways shall be hard surfaced (paved/concrete) and capable of holding an imposed load of 75,000 pounds including in adverse weather conditions.
☐	☒	Prior to combustible construction, grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades exceeding 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway along with other conditions as determined by the Fire Marshal.
☒	☐	The development and each phase thereof shall have a minimum of 2-points of vehicular access for fire and emergency equipment and for routes of safe egress of citizens regardless of the cul-de-sac length and shall be required as directed by Redlands Fire Department.
☒	☐	All required fire apparatus access roads, fire lanes, fire department turn- around and entry/exit drives shall have a minimum ☒ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. turning radius for fire apparatus depending on size, location and type of project. Site plans shall provide a fire department turning radius template along the fire access roadway or within a detail confirming that the radius meets Redlands Fire Department requirements.
☒	☐	Fire Apparatus Access roads (all roads in project) shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing required GPM and shall be tested/accepted by Fire Dept. prior to dropping any lumber for construction.
☐	☒	Loading zones are required adjacent to loading doors and shall be designated on the Development Site or Plot Plan and shall be marked on the appropriate ground surface. Loading zones shall not interfere with required Fire Lanes or emergency egress capabilities.
☒	☐	Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways.
☒	☐	Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Redlands Fire Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F 2200 standards. Knox brand key-operated electric key switch keyed to Redlands Fire Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as Opticom, are required and must be installed as directed by the Fire Marshal.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Water improvement plans shall be approved by Redlands Fire Department. The Developer shall furnish Redlands Fire Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes maybe required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
☐	☒	Fire hydrant water mains that supply two (2) or more fire hydrants shall be looped to provide adequate supply.
☐	☒	Buildings that exceed 200,000 square feet, or meet the requirements of the Municipal Utilities & Engineering Department, shall have at least two separate points of connection to a water supply, as approved by Redlands Fire Department.
☒	☐	The existing fire hydrant system is insufficient to provide the required fire flow. This system is required to be upgraded to meet the required fire flow as identified above.
☒	☐	Prior to combustibles being brought to the site, the developer shall provide written certification from Municipal Utilities & Engineering Department (MUED), dated within the last thirty days, that: A. All public fire hydrants or water purveyor connections required of the project have been installed, tested, and approved by MUED, and B. Are permanently connected to the public water main system, and C. Are capable of supplying the required fire flow as required by Redlands Fire Department.
☒	☐	Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 400 feet (122 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire private hydrants and mains capable of supplying the required flow shall be provided when required by the Fire Code official. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet or greater as required by the Fire Code official.
☐	☒	In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official. **Exception:** When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the Fire Code official, adjusted spacing of fire hydrants from those set forth above may be considered.
☐	☒	Fire hydrants shall be painted per Redlands Fire Department and Municipal Utilities & Engineering Department standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.
☒	☐	Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Redlands Fire Department and the Municipal Utilities & Engineering Department.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	If any fire hydrant is taken "OUT OF SERVICE" – Redlands Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.
☒	☐	Buildings on easement shall have additional street number signs at the intersections of the easement and/or the roadway, and at additional locations as required by Redlands Fire Department.
☒	☐	Street signs meeting the requirements of the City Engineer standards shall be installed at all intersections prior to final occupancy approval. Temporary street signs may be required, during construction, at the discretion of the fire code official.
☒	☐	All flammable vegetation shall be removed from each building site with slopes less that 15% at a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less.
☐	☒	A fuel modification or fire protection plan is required. An approved Fire Protection Consultant that specializes in these types of complex plans shall prepare the plan. Plans and specifications shall be submitted, reviewed and approved by Redlands Fire Department prior to issuance of building construction permits.
☐	☒	The minimum fire flow in the Very High Fire Hazard Severity Zone is 2,500 GPM at 20 PSI for two hours for new subdivisions, tracts, multi-family and commercial/industrial buildings.
☒	☐	The development shall follow all of the requirements in the California Fire Code Chapter 33 for fire safety during construction.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Fire lane designations shall be required for all fire access roadways as determined by Redlands Fire Department. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Redlands Fire Department. All Fire lanes shall be marked and identified prior to Certificate of Occupancy.
☐	☒	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13** Standards for Automatic Fire Sprinkler Systems. Three sets of plans, two sets of hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-D** Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Three sets of plans, two sets hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Prior to Fire Department clearance for occupancy, and automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-R** Standard for Automatic Fire Sprinkler Systems-Multi-Family Dwellings. Three sets of plans, two sets of hydraulic calculations, and two sets of material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	A class _____ standpipe system is required. A State of California Licensed C-16 Contractor shall submit three (3) sets of plans, specifications, and two sets of hydraulic calculations to the Fire Department for review, approval, and permits must be issued prior to commencing work.
☐	☒	Prior to Fire Department Clearance for occupancy, and automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Three sets of plans, two sets of material specification's sheets for all equipment used in the system and California State Fire Marshal listings shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	Prior to final inspection or occupancy, hand portable fire extinguishers are required to be installed as directed by Redlands Fire Department Community Risk Reduction staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.
☐	☒	An automatic smoke removal system is required. This system shall comply with the California Fire Code, NFPA and all other applicable standards. The applicant shall submit three (3) sets of detailed plans, two sets of specifications, and testing criteria to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic smoke removal ventilation system (fusible link type) is required. Roof vents, venting ratios and draft curtains shall be provided in accordance with the California Fire Code, NFPA and all other applicable standards. This information shall be provided in sufficient detail on the building construction drawings and submitted to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic hood and duct fixed fire suppression system is required. A State of California licensed C-16 Contractor shall submit three (3) sets of detailed plans and two sets of specifications to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	Permanent commercial/industrial three-dimensional street numbers, minimum 12 inches in height with a ½ inch stroke, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner.
☒	☐	Permanent residential three-dimensional street numbers, minimum 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible form the street and shall not be obstructed in any manner.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Permanent Multi-family three-dimensional street numbers, minimum 12 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner. Building letter designations shall be a minimum of 12 inches in height and shall be installed as directed by Redlands Fire Department fire code official.
☐	☒	Address numbers and suite numbers are required to be installed or painted on the rear of access doors to multiple suite facilities. Numbers or letters shall be a minimum of four (4) inches in height and placed on a contrasting background and be durable for the weather conditions exposed.
☐	☒	A lighted directory (site map) meeting Redlands Fire Department specifications is required at each entrance to the complex as directed by Redlands Fire Department. A site plan with all building locations identified by a number or letter, space numbers, fire protection equipment, etc. and shall be reviewed and approved by Redlands Fire Department prior to installation.
☐	☒	Knox emergency access key box is required at each building, with specific mounting locations approved by Redlands Fire Department. Recessed mount key boxes are required. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.
☐	☒	An emergency responder radio coverage plan is required to be submitted, reviewed, approved and permits issued, prior to commencing work. Emergency responder radio coverage must meet the requirements of the California Fire Code, Chapter 5, Section 510 and Redlands Fire Department. Field tests are required prior to final inspection or occupancy.
☐	☒	A fire department operational permit is required for certain specific operations regulated by the California Fire Code. The permit is issued after application has been made to Redlands Fire Department and full compliance of the requirements for the operation has been adhered to. An annual fee is charged to the applicant for review and inspection of such permits on an annual basis. Some permits require additional inspections and permit compliance that may require additional fees to be paid semi-annually.
☐	☒	Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Redlands Fire Department.
☒	☐	Final fire protection plans, hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy. The PDF must contain the approved plan stamps from Redlands Fire Department.
☐	☐	

Yours in Service,

Christopher P. Jensen

Christopher P. Jensen, Fire Marshal

RESOLUTION NO. 8262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING COMMISSION REVIEW AND APPROVAL NO. 992 FOR THE SUBDIVISION OF 58.6 ACRES INTO 319 SINGLE FAMILY RESIDENTIAL LOTS AND FIVE LETTERED LOTS (SPECIFIC PLAN NO. 64 – "BERGAMOT SPECIFIC PLAN") LOCATED ON THE EAST SIDE OF INTERSTATE 210 AND THE NORTH SIDE OF DOMESTIC AVENUE (APNs 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, AND 0167-031-16-0000)

WHEREAS, MLC Holdings, LLC ("Applicant"), has filed applications for Amendment No. 46 to the East Valley Corridor Specific Plan (Specific Plan 40), Specific Plan No. 64, Tentative Tract Map No. 20336, and Commission Review & and Approval No. 992 for a 317 lot single-family residential development on properties located generally on the east side of Interstate 210 and the north side of Domestic Avenue, and approximately 625 feet west of Texas Street, consisting of county of San Bernardino Assessor 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, and 0167-031-16-0000 (collectively, the "Project"); and

WHEREAS, the City Council has the authority per Section 18.12.080(D) of the Redlands Municipal Code to take action on Commission Review and Approval No. 992; and

WHEREAS on July 29, 2021, notice of the Planning Commission's meeting for the Project and related Project was published in the Redlands Daily Facts and notices were mailed to property owners within a 300 foot radius; and

WHEREAS, on August 10, 2021, the Planning Commission held a meeting at which interested persons had an opportunity to testify in support of, or in opposition to, the Project, and recommended to the City Council that the Tentative Tract Map No. 20336 be adopted; and

WHEREAS, on September 21, 2021, the City Council held a meeting and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

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

Section 1. The City Council of the City of Redlands hereby approves Commission Review and Approval No. 922 for the Project subject to the Conditions of Approval from the Development Services Department, Municipal Utilities and Engineering Department, Facilities and Community Services Department, and Fire Department attached hereto as Exhibits "A," "B," "C," and "D" and based upon the following findings:

Commission Review and Approval No. 922 Findings:

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

The site is adequate in size and shape to accommodate the proposed use. The subject property will be developed with 317 residential lots, a public park and private recreational open space and will provide the necessary on-site improvements including parking, landscaping, lighting, and utility connections. The project site complies with the applicable development standards as proposed by the Bergamot Specific Plan including requirements for setbacks, lot coverage and design. The proposed use will also be compatible with the surrounding uses such as the existing Citrus Valley High School located adjacent to the project site and will be consistent with the anticipated future residential development on parcels with residential land use designations in the immediate vicinity.

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

The site is designed to carry the type and quantity of traffic generated by the proposed use. The site will provide new improved access from Texas Street to the project by improving Domestic Avenue from a dedicated but unpaved street to a fully improved collector street. Portions of Texas Street north of Domestic Avenue will also be paved to a width of 34' to provide access to the Street N, a new street located to the north of the project. Street N is designated as a Collector Street which will provide secondary access to and from the project. The project will improve Street N with 32' feet of pavement for its entire length from Texas Street extending to the west. These improvements are designed to carry the volume of residential traffic anticipated to be generated by the project and implement the project's portion of the roadways designated for the area by the General Plan as well as additional roadway necessary to facilitate required access.

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

The conditions of approval for the project will protect the public health, safety and general welfare. The project has been conditioned to comply with the provisions of the Redlands Municipal Code.

Section 2. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2021.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of October, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

EXHIBIT "A"

DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL

** Added by the Planning Commission on August 10, 2021

1. This approval is for Tentative Tract Map No. 20336 and Commission Review and Approval No. 922 to subdivide 58.6 acres into 317 single family residential lots plus five lettered lots for a new public park, landscaping, and private recreational open space (APNS: 0167-031-02-0000, 0167-031-03-0000, 0167-031-04-0000, 0167-031-05-0000, 0167-031-06-0000, 0167-031-07-0000, and 0167-031-16-0000).

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

3. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code and Specific Plan No. 64.

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

5. No final inspection or Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

6. The applicant shall record the subdivision by a final tract map. No building permits shall be issued until a final tract map has been recorded.

7. The final map shall substantially conform to the tentative map as approved by the City Council.

8. Any conditions of approval determined by the City to not be completed prior to Final Map approval shall be included within the Subdivision Improvement Agreement entered into by the developer with the City.

9. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees.

In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

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

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

12. Common open space and recreational areas shall utilize durable materials and related protection devices to protect the area from vandalism by individuals or the use of skateboards.

13. A Home Owner's Association shall be established for the tract for maintenance of lettered lots AA through AT, and B though E and their related improvements.

14. Any slopes greater in height than three feet (3') shall be provided with irrigation systems and planted with groundcover, shrubs, and trees to prevent erosion, as approved by the Development Services Department and Municipal Utilities & Engineering Department.

15. All utilities on-site shall be placed underground, including utility vaults. Prior to approval of the final map the applicant shall bond for undergrounding of utilities, and submit plans to be approved by the Development Services Director that detail undergrounding of all utilities found on-site. Bonds shall be calculated and included in any bonds required by the City of Redlands Municipal Utilities and Engineering Department.

16. A Minor Exception Permit shall be required for any wall or fence heights in excess of those listed in Specific Plan No. 64.

17. The applicant shall establish a Home Owners Association (HOA) for the care and maintenance of all property improvements held in common ownership of the subdivision. The HOA shall be formed for the property, and Conditions, Covenants and Restrictions

(CC&R's) shall be prepared, submitted for review and approval by the City Attorney, **prior to approval of the Final Map**. The HOA and the CC&R's shall cover the care and maintenance of all property and improvements held in common ownership of the subdivision.

18. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project. The CC&Rs shall contain the following:

    a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

    b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

    c. CC&Rs shall detail the ownership and maintenance requirements for Lots B, C, D and E, stating that the required open space areas for the project shall be owned and maintained by the Home Owners Association for the project in perpetuity.

Mitigation Measures

19. Biological Resources Mitigation Measure 1 (BIO-1): The Project Applicant shall implement the following measures to minimize impacts to special-status wildlife species:

    Construction Monitoring and Pre-construction Surveys. Prior to the issuance of a grading permit, the project applicant shall provide evidence that a qualified Biologist has been retained. The qualified Biologist shall conduct a clearance survey of the entire project impact area, including any staging/laydown areas, no more than seven (7) days prior to initiating project activities to search for western spadefoot, California legless lizard, and San Diegan tiger whiptail. In addition, the qualified Biologist will be present on-site prior to the initiation of construction each day to monitor ground-disturbing or habitat-altering activities, verify that temporary fencing around sensitive areas is intact and in good condition (no gaps or holes), and search for special-status wildlife species that may have taken shelter under construction materials in staging/laydown areas.

    If special-status wildlife species are observed during construction activities, all work within 50 feet of the animal(s) shall be stopped. At no time shall work occur within 50 feet of the

animal without the Biological Monitor present. Any special-status wildlife species detected within the project impact area, including any staging/laydown areas, shall be allowed to move away on their own and shall not be captured or handled without authorization from the CDFW or USFWS.

Avoidance of Entrapment. To prevent inadvertent entrapment of animals during construction, all excavated, steep-walled holes or trenches more than one foot deep shall be covered at the close of each working day with plywood or other suitable material, or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals. All pipes, culverts, or similar structures stored overnight shall be inspected before they are subsequently moved, capped, and/or buried. If at any time wildlife is discovered, the Biologist shall be contacted to determine the next steps.

Environmentally Sensitive Area Fencing. Sensitive areas, including the channelized drainage and wildlife corridor near the western project boundary or active avian nests, shall be identified by a qualified Biologist and shown on the project design plans. The installation of the fencing around these sensitive areas shall be monitored by the Biologist.

Erosion Control Materials. Project construction activities on the western side of the project site could cause sediment to enter the channelized drainage. Appropriate sediment and erosion control Best Management practices (BMPs) shall be employed during project construction to minimize sediment from entering the channelized drainage to protect water quality. To prevent wildlife from becoming entangled or trapped in erosion control materials, plastic monofilament netting (such as erosion control matting) or similar material shall not be used. Several commercially available products that are marketed as photodegradable and biodegradable contain synthetic netting, which can take several months to decompose. These products shall not be used in habitat areas. Acceptable erosion control materials are those that use natural fibers such as jute, coconut, twine, or other similar biodegradable fibers.

Worker Environmental Awareness Program. A Worker Environmental Awareness Program (WEAP) training will be implemented to educate construction workers about the presence of special-status plant and wildlife species on and near the project site. The WEAP training will be administered to construction personnel prior to the initiation of ground-disturbing or vegetation/habitat altering activities. All construction personnel on the project site shall be required to attend the WEAP training. During the WEAP training, construction personnel shall be informed of the importance of avoiding ground-disturbing activities outside of designated work areas; the potential for special-status species to be present; the associated habitat for special-status species; and that is unlawful to take, harm, or harass special-status species.

20. Biological Resources Mitigation Measure 2 (BIO-2): The Project Applicant shall implement the following measures to minimize impacts to burrowing owl:

Pre-construction Survey. Prior to issuance of a grading permit, a qualified Biologist shall perform a pre-construction burrowing owl survey to determine burrow locations within 30 days prior to construction activities using CDFW (2012) guidelines and shall provide a report to the City documenting the results of the survey. If construction is delayed or

suspended for more than 30 days after the survey, the area shall be resurveyed. Surveys for occupied burrows shall be completed within all construction areas and within 300 feet from the proposed project work area (where possible and appropriate based on locations of barren or ruderal habitats). At least 15 days prior to the expected start of any project-related ground disturbance activities, or restart of activities, the City of Redlands shall provide a burrowing owl survey report and mapping to the CDFW. If no burrowing owl are detected during the pre-construction survey, no further action is necessary.

If burrowing owls are detected during the pre-construction survey, the City shall consult with the CDFW and USFWS to develop and implement a Burrowing Owl Mitigation Plan that includes mitigation measures outlined in CDFW (2012) guidelines.

21. Biological Resources Mitigation Measure 3 (BIO-3): The Project Applicant shall implement the following measures to minimize impacts to nesting birds:

Pre-construction Nesting Bird Surveys. If construction or tree removal is proposed during the breeding/nesting season for migratory birds (typically February 1 through August 31), a qualified Biologist shall conduct pre-construction surveys for migratory birds on the project site, including a 300-foot survey buffer, no more than 3 days prior to the start of ground-disturbing activities. If construction is delayed or suspended for more than 3 days after the survey, the area shall be resurveyed to re-confirm the presence/absence of any active nests.

Monitoring of Active Nests. If an active nest is located during pre-construction surveys, the USFWS and/or the CDFW (as appropriate) shall be notified regarding the status of the nest. Furthermore, construction activities shall be restricted as necessary to avoid disturbance of the nest until it is abandoned or the Biologist deems disturbance potential to be minimal. Restrictions may include establishment of exclusion zones (no ingress of personnel or equipment at a minimum radius of 300 feet around an active raptor nest and 50-foot radius around an active non-raptor passerine bird nest) or alteration of the construction schedule.
A qualified Biologist shall delineate the buffer using nest buffer signs, environmentally sensitive area fencing, pin flags, and or flagging tape. The buffer zone shall be maintained around the active nest site(s) until the young have fledged and are foraging independently.

22. Biological Resources Mitigation Measure 4 (BIO-4): Impacts to waters of the United States (i.e. USACE jurisdiction) would require a Section 404 Clean Water Act permit from the USACE and a Section 401 Water Quality Certification from the RWQCB. Impacts to riparian habitat under CDFW jurisdiction would require a Section 1602 Streambed Alteration Agreement from the CDFW. These permits shall be obtained prior to issuance of grading permits and implementation of the proposed project.

The project applicant shall ensure that the project will result in no net loss of waters of the United States by providing mitigation through impact avoidance, impact minimization, and/or compensatory mitigation for the impact, as determined in the CWA Section 404/401 permit requirements.

Compensatory mitigation may consist of (1) obtaining credits from a mitigation bank; (2) making a payment to an in-lieu fee program that will conduct wetland, stream, or other aquatic resource restoration, creation, enhancement, or preservation activities; and/or (3) providing compensatory mitigation through an aquatic resource restoration, establishment, enhancement, and/or preservation activity. This final type of compensatory mitigation may be provided at or adjacent to the impact site (i.e., on-site mitigation) or at another location, usually within the same watershed as the permitted impact (i.e., off-site mitigation). The project/permit applicant retains responsibility for the implementation and success of the mitigation project. Evidence of compliance with this mitigation measure shall be provided prior to initiating construction and grading activities for the proposed project.

23. Biological Resources Mitigation Measure 5 (BIO-5): The Project Applicant shall implement the following project design features to minimize impacts to the project site's existing wildlife corridor and surrounding open space:

Lighting. All lighting along the west side of the project site shall be downcast luminaries with light directed away from the channelized drainage that provides the wildlife movement corridor. All lighting installed within 100 feet of the western border of the project site shall be designed to be directed away from the channelized drainage using shielded lights, low-sodium vapor lights, downcast lights, bollard lights, or other available light and glare minimization methods.

Landscaping. The project site design shall include an open space area of between approximately 15 feet (in the southwest corner of the project) and 200 feet (in the northwest corner) of the eastern slope of the channelized drainage and portions of the adjacent terrace, which shall be planted with drought-tolerant native shrub species. The soil surface in this zone may be covered with decomposed granite, but it shall not be irrigated. Shrub species in this corridor shall include those found in Riversidian alluvial fan sage scrub, including California buckwheat, California sagebrush, brittlebush (*Encelia farinosa*), deerweed (*Acmispon glaber*), and chaparral yucca (*Hesperoyucca whipplei*). A qualified Botanist who specializes in California native species shall direct plant selection and monitor their installation.

24. Geology and Soils Mitigation Measure 1 (GEO-1): If archaeological and/or paleontological discoveries are made during construction, all work in the immediate vicinity of the find shall be halted and notification made to the Development Services Department of the City of Redlands. The project proponent shall retain a qualified archaeologist or paleontologist to assess the nature and significance of the find and make recommendations prior to further disturbance.

25. Hazards Mitigation Measure 1 (HAZ-1): Prior to issuance of a grading permit, the project applicant shall submit documentation as proof, to the City Engineer, that contaminated soils encountered at Site HA-3 (as identified on Figure 3 – Phase II Sample Location Map of the project Phase I/II Environmental Site Assessment) of the project site have been disposed of at a licensed facility with confirmation sampling to show that contamination

concentrations of remaining soils are below the U.S. Environmental Protection Agency (USEPA) Regional Screening Levels (RSLs) and/or Department of Toxic Substances Control modified Screening Levels (DTSC-SLs), as applicable.

If discolored subsurface soils or unanticipated hazardous materials are discovered, the above documentation and disposal processes shall apply. In no event shall the project applicant proceed with site grading activities at any location on the site, where OCP/Diesel contamination are found to be present above regulatory thresholds for commercial use.

26. Hazards Mitigation Measure 1 (HAZ-2): Any discolored subsurface soils or unanticipated buried objects discovered during soil excavation shall be left in place and shall revert to Mitigation Measure HAZ-1 for protocol treatment of contaminated soils.

27. Noise Mitigation Measure 1 (NOI-1): No soccer practice or games shall be permitted on the soccer fields between the hours of 10 p.m. and 7 a.m. daily. This shall be enforced through programmed field light controls and signage placed around the soccer fields.

28. Noise Mitigation Measure 2 (NOI-2): The project applicant shall construct a minimum 6.5-foot high wall on the west side of Lots 300, 301, and 302 and a minimum 7.5-foot high wall on the west side of Lots 297, 298, and 299. The walls shall be constructed of concrete masonry units (CMUs) and shall be free of any decorative cutouts or openings. This measure shall be implemented and verified by the City's Building Department, prior to the issuance of the Certificate of Occupancy for Lots 297, 298, 299, 300, 301, and 302.

29. Transportation Mitigation Measure 1 (TR-1): A construction work site traffic control plan shall be submitted to the City for review and approval prior to the issuance of a grading permit or start of any construction work. The plans shall show the location of any roadway, sidewalk, bike route, bus stop or driveway closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties. Temporary traffic controls used around the construction area should adhere to the standards set forth in the California Manual of Uniform Traffic Control Devices (2014) and construction activities should adhere to applicable local ordinances.

30. Tribal Cultural Resources Mitigation Measure 1 (TCR-1):_Prior to the issuance of any ground disturbance-related permits (such as grading permits), the project developer/applicant shall provide the lead agency evidence of agreements with the consulting tribe(s) for Tribal monitor(s) representing tribe(s) that participated in consultation with the Lead Agency. Tribal monitors shall be present for all project related ground-disturbing activities (which includes ground disturbing activities such as tree/shrub removal and planting, clearing/grubbing, grading, excavation, trenching, compaction, fence/gate removal, drainage and irrigation removal, hardscape removal (benches, signage, boulders, walls, seat walls, fountains, etc.), and archaeological surveys, testing, and data recovery.

Prior to the issuance of any ground disturbance-related permits (such as grading permits), the Lead Agency shall contact and coordinate with consulting Tribe(s) as reasonably determined by the Lead Agency to facilitate communications with the Project developer/applicant so that all Parties can develop a mutually-acceptable Tribal Monitoring and Treatment Plan which includes the scope of monitoring, scheduling of monitors from individual consulting Tribe(s), and the course of action for inadvertent discoveries. The Plan shall be developed in accordance with current professional archaeology standards. Any mitigation plan that results in the removal of cultural resources (artifacts, ecofacts, features, etc.) from their original provenience shall also include a comprehensive discussion of resource processing, analysis, curation, and reporting protocols and obligations. This Plan shall be approved and adopted by the Lead Agency prior to the of any ground disturbance-related permits. The Plan's implementation in the field shall be enforced by the Lead Agency for the life of the Project's ground disturbing activities

31. Tribal Cultural Resources Mitigation Measure 2 (TCR-2): If a tribal cultural resource is discovered within the Project area, ground disturbing activities shall be suspended 100 feet around the resource(s) and, if necessary, an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. Representatives from the Consulting Tribes, the Project applicant/developer, and the Lead Agency shall confer regarding treatment of the discovered resource(s). No historic or prehistoric resources identified during monitoring will require preservation; however, all discoveries must be assessed for archaeological or cultural significance in adherence to CEQA, and if determined to be CEQA-significant, additional mitigation measures may be required to reduce the effect of grading impacts. Following the securing of the discovery site from further disturbance, tribal representatives, will adhere to the stipulation for inadvertent discoveries within the Tribal Monitoring and Treatment Plan. This evaluation process may include archaeological excavations or test trenches, basic recordation, non-destructive methods for analysis of artifacts, and Native American participation in the site assessment. If that evaluation process concludes that the discovered resources are CEQA significant, then the stipulations of TCR-3 will be implemented for treatment and disposition. All final reports regarding the resource recovery fieldwork are to be submitted to the local CHRIS Information Center, the Lead Agency, and Consulting Tribe(s).

32. Tribal Cultural Resources Mitigation Measure 3 (TCR-3) California Public Resources Code 21074 defines "tribal cultural resources". In brief, a resource is a "tribal cultural resource" if it is either: (I) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe that are listed, or determined to be eligible for listing, in the national or state register of historical resources, or listed in a local register of historic resources. Pub. Resources Code, § 21074(a)

In the event that Tribal Cultural Resources are inadvertently discovered during the course of grading for this project, the following procedures will be carried out for treatment and disposition of the discoveries:

The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to tribal cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Redlands with evidence of same:

a) Complete avoidance and preservation in situ, or reburial of the resources in a location onsite. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed.

b) A curation agreement with an appropriate qualified repository within San Bernardino County or Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation.

c) If more than one Native American Group is involved with the project and cannot come to a consensus as to the disposition of cultural materials, they shall be curated in a qualified repository within San Bernardino County or Riverside County that meets federal standards per 36 CFR Part 79 by default.

Should reburial of collected cultural items be preferred, it shall not occur until after the Phase IV monitoring report has been submitted to the City of Redlands. Should curation be preferred, the developer/permit applicant is responsible for all costs and the repository and curation method shall be described in the Phase IV monitoring report.

33. ** The applicant shall coordinate with the City's Cultural Arts Commission to incorporate an element of public art into the project to reflect the City's heritage, with a cost of $20,000.00 (minimum), to be installed prior to the City's acceptance of the public park.

Other Departments

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

a. Municipal Utilities & Engineering Department (Exhibit B)
b. Facilities & Community Services Department (Exhibit C)
c. Fire Department (Exhibit D)

EXHIBIT "B"

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT MAP NO. 20336 AND COMMISSION REVIEW AND APPROVAL NO. 922

Conditions were added at City Council meeting on 10/5/2021. See last page of this document.

Date of C.C. Meeting:	**September 21, 2021**
Applicant:	**MLC Holdings, Inc.**
Location:	**North Side of Domestic Avenue Approximately 700 Feet West of Texas Street (APNs: 0167-031-02, -03, -04, -05, -06, -07, and -16**
Project Description:	**Subdivide Approximately 58 Acres into 317 Single Family Residential Lots with a 12 Acre Public Park and Private Recreational Amenities**

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

All requirements for development shall be consistent with requirements set forth in the Specific Plan No. 64; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

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

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

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

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

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

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

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

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

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

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

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

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment

controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

10. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items may include:
    a. Signed/notarized Offsite letter of permission to conduct certain work.
    b. Offsite/onsite easement to construct/install/maintain certain improvements.
    c. Offsite/onsite right-of-way to construct/install/maintain certain improvements.
    d. Encroachment Permits from Caltrans, County, and other agencies.
    e. Obtain adjacent property owner(s) acceptance of increased or concentrated runoff onto their property(s).
    f. 401 Certification (California Regional Water Quality Control Board) and 404 Permit (U.S. Army Corp of Engineers).

11. Finalize and obtain all necessary onsite and offsite permissions for the relocations, modifications, and/or installations of citrus irrigation facilities for purpose of maintaining irrigation services to the satisfaction of the affected property owners, irrigation facility owners, and the City.

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

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

2. Plans required to be submitted shall include (RMC 17.17.060):
    a. Tract Map;
    b. Street Improvement;
    c. Storm Drain Construction;
    d. Pavement Striping and Signage Plans (including reflectorized pavement markers and pedestrian crossings);
    e. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
    f. Street Light Installation – Provide street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary detail by Southern California Edison Company;
    g. Potable Water Main Installation;

h. Recycled Water Main Installation;
i. Sewer Main Installation;
j. Approved Onsite Potable and Irrigation Water Line Installation; and
k. CFD Landscape and Irrigation Plan

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

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

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

5. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items may include:
   a. Signed/notarized Offsite letter of permission to conduct certain work.
   b. Offsite/onsite easement to construct/install/maintain certain improvements.
   c. Offsite/onsite right-of-way to construct/install/maintain certain improvements.
   d. Encroachment Permits from Caltrans, County, and other agencies.
   e. Obtain adjacent property owner(s) acceptance of increased or concentrated runoff onto their property(s).
   f. 401 Certification (California Regional Water Quality Control Board) and 404 Permit (U.S. Army Corp of Engineers).

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

7. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. (RMC 17.17.060).

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

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

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

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

    a. Dedicate to provide for a 32 foot half street right-of-way width on the north side of Domestic Avenue including acquisition of all necessary property/ies outside of tract boundary;
    b. Construct standard curb and gutter 20 feet both sides of street centerline;
    c. Provide full depth construction consistent with the City standard as accepted by the City Engineer between the new curb and gutter verified through a geotechnical report;
    d. Construct standard property line/curb adjacent sidewalk (Location varies of south side) along both sides of the entire street frontage and ramps at all curb returns;
    e. Install LED ornamental street light(s), [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight from Texas Street West to the Proposed Cul-De-Sac. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
    f. Provide street trees spaced every 40 feet across the tract frontage avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    g. Construct standard cul-de-sac at street terminus;
    h. Construct underwalk drain, if necessary;
    i. Use traffic index of 6.0;

j. Design and install ADA ramps, a crosswalk, solar powered pedestrian activated crosswalk beacon, and in-pavement crosswalk lighting on Domestic Avenue at Street "L" or Street "G" as accepted by the City Engineer. This requirement will be dependent on the Redlands Unified School District allowing the developer to install a pedestrian entrance from Domestic Avenue to Citrus Valley High School;

k. Install a Class III bike lane as accepted by the City Engineer;

l. Install a minimum 12" inch diameter potable water main including necessary valves and appurtenances from Texas Street West to the Proposed Cul-De-Sac;

m. Install a "dry" minimum 8 inch diameter recycled water main including necessary valves and appurtenances from Texas Street West to the Proposed Cul-De-Sac;

n. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;

o. Lower the existing sewer main in order to provide sewer services to properties north of project site as accepted by the City Engineer;

p. Install intersection traffic control features as deemed appropriate by the City Engineer; and,

q. In the event the off-site roadway dedications for Domestic Avenue are not obtained as shown on the Tentative Tract Map, the applicant shall provide improvements within the existing right-of-way dedications subject to the satisfaction of the City Engineer. This will require minor modification to street, but the intent will be to maintain substantial conformance to the approved tentative map.

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

a. Dedicate to provide for 64 foot street right-of-way width including acquisition of all necessary property/ies outside of tract boundary. The construction centerline may be shifted to the south as accepted by the City Engineer and adjacent property owners;

b. Construct standard curb and gutter from Texas Street west to the proposed terminus 20 feet south of street centerline;

c. Install a 2" X 6" redwood header along the north edge of pavement from Texas Street west to the proposed terminus;

d. Provide full depth construction consistent with the City standard as accepted by the City Engineer 32 feet north of south curb face from Texas Street west to the proposed terminus verified through a geotechnical report;

e. Construct standard property line adjacent sidewalk on the south side from Texas Street west to the proposed terminus and ramps at all curb returns. No ramp or curb return is required at Texas Street;

f. Install LED ornamental street light(s) [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight across the tract frontage and (1) light at the southwest corner of Street "N" and Texas Street. Streetlight

spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

g. Provide street trees spaced every 40 feet across the tract frontage avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.

h. Construct right angle turn at street terminus as accepted by the City Engineer;

i. Construct underwalk drain, if necessary;

j. Use traffic index of 6.0;

k. Install a minimum 12 inch diameter potable water main including necessary valves and appurtenances;

l. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;

k. Install a minimum 8 inch diameter sewer main with manholes and appurtenances. Provide a sewer study to adequately size the sewer diameter for future development to the north;

m. Install intersection traffic control features as deemed appropriate by the City Engineer; and

n. In the event the off-site roadway dedications for proposed Street "N" are not obtained as shown on the Tentative Tract Map, the applicant shall provide improvements within the existing right-of-way dedications subject to the satisfaction of the City Engineer. This will require minor modification to street and lot locations, but the intent will be to maintain substantial conformance to the approved tentative map.

o. Install a "dry" minimum 8 inch diameter recycled water main including necessary valves and appurtenances from Street "L" to the easterly project boundary.

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

a. Dedicate to provide for 60 foot street right-of-way width including a corner cutoff at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp;

b. Construct standard curb and gutter 18 feet both sides of street centerline;

c. Provide full depth construction consistent with the City standard as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;

d. Construct standard property line sidewalk along the entire street frontage and ramps at all curb returns;

e. Install LED ornamental street light(s), [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with

City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
g. Construct underwalk drain, if necessary;
h. Use traffic index of 5.0;
i. Install a minimum 12 inch diameter potable water main including necessary valves and appurtenances;
j. Install a "dry" minimum 8 inch diameter recycled water main including necessary valves and appurtenances;
k. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;
l. Install a minimum 8 inch diameter sewer main with manholes and appurtenances. Provide a sewer study to adequately size the sewer diameter for future development to the north; and,
m. Install intersection traffic control features as deemed appropriate by the City Engineer.

14. Requirements for remaining Interior Streets (RMC 17.15 and 17.17):

a. Dedicate to provide for 60 foot street right-of-way width including a corner cutoff at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp;
b. Construct standard curb and gutter 18 feet both sides of street centerline;
c. Provide full depth construction consistent with the City standard as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
e. Install LED ornamental street light(s), [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor streetlight. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.
g. Construct standard right angle turns at locations shown on approved tentative map;
h. Construct underwalk drain, if necessary;
i. Use traffic index of 5.0;
j. Install a minimum 8 inch diameter potable water main including necessary valves and appurtenances;
k. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;

l. Install a minimum 8 inch diameter sewer main with manholes and appurtenances; and,
m. Install intersection traffic control features as deemed appropriate by the City Engineer.

15. Requirements for Texas Street (RMC 17.15 and 17.17):

a. Install a 2" X 6" wide redwood headers along both edges of pavement;
b. Provide full depth construction consistent with the City standard as accepted by the City Engineer vary verified through a geotechnical report. The pavement shall extend 14 feet west of the street centerline and varies from 32 feet to 20 feet east of street centerline as accepted by the City Engineer;
c. Coordinate with SCE to install LED luminaires with the equivalent illumination of a 100 watt sodium vapor streetlight to three of the existing power poles located on the west side of Texas Street between Domestic Avenue & Street "N" as accepted by the City Engineer
d. Relocate existing gate to the north side of Street "N" as accepted by the City engineer;
e. Construct standard pavement transition based on design speed of the street from the existing east side curb and gutter north of Domestic Avenue to the proposed 20 foot street width as accepted by the City Engineer;
f. Use traffic index of 6.0;
g. Design and install ADA ramps, a crosswalk, solar powered pedestrian activated crosswalk beacon, and in-pavement crosswalk lighting on Texas Street at Domestic Avenue as accepted by the City Engineer;
h. Install a Class III bike lane as accepted by the City Engineer;
i. Install a minimum 12 inch diameter potable water main including necessary valves and appurtenances;
j. Install fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations; and
k. Install intersection traffic control features as deemed appropriate by the City Engineer.

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

17. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property owners. The CC&Rs shall contain the following:

a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend,

terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

18. The CC&Rs shall be subject to a joint review by the all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

19. The CC&Rs shall be submitted to the City at least thirty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

20. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20336 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of detention basins, public park facilities, catch basin inserts, and street trees. (California Community Facilities Act)

21. All irrigation lines that exist within any street right-of-way shall be replaced with ductile iron, cement mortar lined and coated steel, or as approved by City Engineer. (RMC 17.17.020)

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

detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 17.17.020)

23. Construct standard Community Trails/Bike Trails as shown on the approved tentative tract map within the development. Dedicate a 14 foot wide public access easement for all trails within the development located outside of street right-of-way or property to be dedicated to the City. (RMC 17.17.020)

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

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

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

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

27. Survey and Monumentation cash bond must be posted.

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

29. Execute Subdivision Improvement Agreement (RMC 17.17.070).

Conditions were added at City Council meeting on 10/5/2021. See last page of this document.

30. In the event the applicant lacks sufficient title or interest, including an easement or license, at the time the final map is filed with the City, to construct the required improvements for Domestic Avenue and proposed "N" Street, the applicant has requested the City accept its voluntary waiver of any rights it may have pursuant to Government Code section 66462.5 and agrees that the City shall have no obligation pursuant to such section to take any action with respect to the final map, unless and until the City determines in its sole and absolute, but reasonable, discretion that the applicant has such sufficient title or interest. Through the imposition of this condition, the City's accepts and relies upon the applicant's aforementioned request and waiver in approving this tentative map.

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

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

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

3. All SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in place and shall be maintained throughout the course of the project. (RMC 13.54)

4. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Library Facilities; (RMC 3.60)
   - Open Space/Park **; (RMC 3.32)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)
   - Water Capital Improvement Charge; (RMC 3.48)
   - Recycled Water Capital Improvement Charge; (RMC 3.53)
   - Water Source Acquisition Charge *; (RMC 13.40)
   - Sewer Capital Improvement Charge; (RMC 3.44)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Sewer/Recycled Water Frontage Charges*. (RMC 13.44 and 13.12.)

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

   ** Fees are potentially eligible for credit per City Resolution No. 8109 and No. 8213.

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

6. Provide for adequate drainage facilities, including any necessary under sidewalk drains. (RMC 17.17)

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

8. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s) for the Public Park. Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed. Coordinate with Facilities and Community Development regarding size of bin(s).

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

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

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

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

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

3. Pay Water/Recycled Water Frontage Charges; (RMC 13.44 and 13.12.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The Professional(s) of Record shall file a Final Grading Certification for all grading and improvements relating to the project development.

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

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

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

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

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

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

10. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

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

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

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

2. A recorded mylar copy of the Tract map shall be submitted, if a part of a lot-sale subdivision and not included in Item E.

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

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

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

Initial

FILE: TM 20336

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT MAP NO. 20336 AND COMMISSION REVIEW AND APPROVAL NO. 922

The following conditions were added at City Council Meeting on 10/5/2021 for the purpose of providing for a north-side road between Pioneer and Domestic west of Citrus Valley High School and east of the I-210 to provide an alternate north-south route to the project. The applicant has agreed to these conditions.

- The applicant shall, prior to and as a condition for recordation of the Final Map, grant to the City an irrevocable, non-exclusive, "blanket" easement, in a form reasonably satisfactory to the City, for rights-of-way sufficient to construct a 32-foot wide street running north-south between Domestic Avenue and Pioneer Avenue, west of Citrus Valley High School and east of the I-210 freeway, over the parcel of real property designated as County of San Bernardino assessor parcel no. 0167-061-01.

- The applicant shall, prior to and as a condition for issuance of a Certificate of Occupancy for the 201st, and any further, requested residential units within the Bergamot Specific Plan area, to construct, in accordance with standards determined by the City, and dedicate to the City, a 32-foot paved road running north-south between Domestic Avenue and Pioneer Avenue, west of Citrus Valley High School and east of the I-210 freeway over the parcel of real property designated as County of San Bernardino assessor parcel no. 0167-061-01.

EXHIBIT "C"

FACILITIES & COMMUNITY SERVICES DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

REDLANDS FACILITIES AND COMMUNITY SERVICES DEPARTMENT
CONDITIONS OF APPROVAL
TENTATIVE TRACT MAP NO. 20336, COMMISSION REVIEW AND APPROVAL NO. 922, AND SPECIFIC PLAN NO. 64

Planning Commission Meeting:	**August 10, 2021**
Applicant:	**MLC Holdings, Inc.**
Location:	**APN Nos: 0167-031-02, -03, -04, -05, -06, -07, and -16**
Project Description:	**Subdivide approximately 58 acres into 317 single family residential lots with a 12 acre public park and private recreational amenities.**

1. These conditions are for Tentative Tract Map. No. 20336 and Commission Review and Approval No. 922 to subdivide 58.6 acres into 317 single family residential lots plus five lettered lots for a new public park, landscaping, and private recreational open space (APN 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, and 0167-031-16-0000).

2. Lot A shall consist of approximately 11.84 acres of improved parkland and shall include six soccer fields, one baseball field, lighting facilities for all sports fields, a 1,400 square foot bathroom facility, a parking lot consisting of 72 spaces, as well as other supplemental park amenities.

3. The boundaries for Lot A shall be adjusted to be in substantial conformance with Resolution No. 8213, a resolution accepting dedication of 11.84 acres of parklands and the future issuance of a fee credit of $1,255,300.98, upon successful completion of the project and City acceptance, in Park and Open Space development impact fees associated with Tentative Tract Map No. 20336.

4. Lot A shall be dedicated to the City of Redlands by certificate on the final map.

5. The irrigation system within Lot A shall meet the following requirements:
    a. All irrigation pipe shall be class 200 SCH40 PVC of the appropriate size to meet sufficient volume and pressure.
    b. All sprinklers must meet manufacturer recommendation for spacing to provide sufficient coverage.
    c. All irrigation controller wires shall be housed inside PVC SCH80 pipe; direct burial is not acceptable.

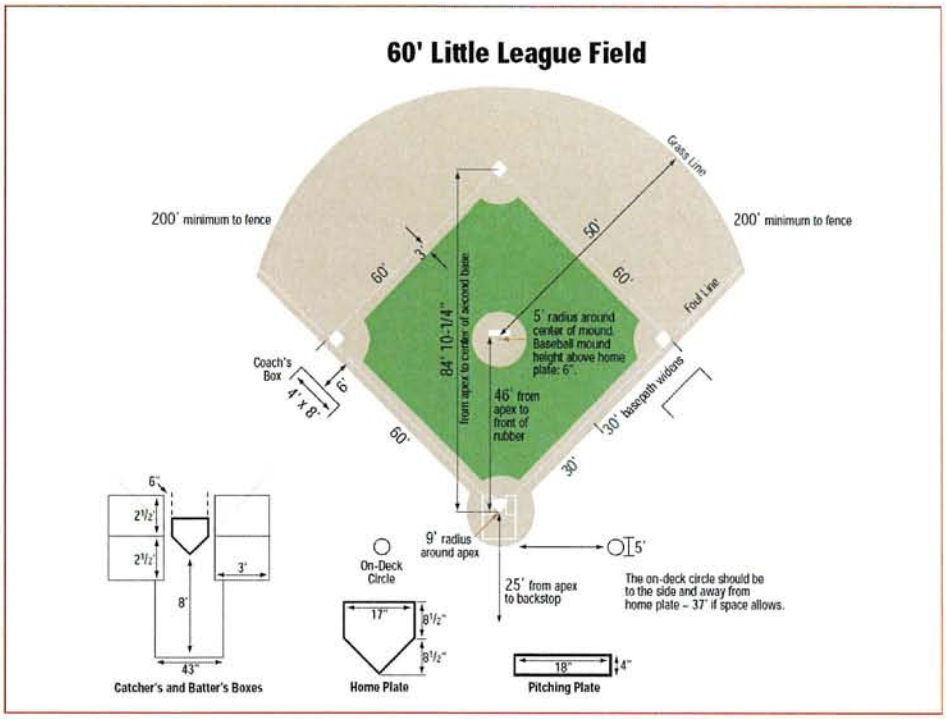
6. All turf within Lot A shall be a self-repairing blend in kind with a standard 90/10 blue fescue mix unless otherwise approved by the Facilities and Community Services Director.

7. Lighting within Lot A shall be consistent with the following unless otherwise approved by the Facilities and Community Services Director:

a. Park lighting shall be consistent with the City of Redlands Parks Division standard for pathway and practice lighting.
b. Sports field lighting shall be designed to provide the following foot-candle specifications unless otherwise approved by the Facilities and Community Services Director. The applicant shall submit a photometric plan demonstrating adherence with the condition prior to issuance of a building permit.
    i. Infield foot – 50
    ii. Outfield– 30
    iii. Infield Max/Min – 2
    iv. Outfield Max/Min – 2.5

8. Fencing within Lot A meet the following specifications unless otherwise approved by the Facilities and Community Services Director:
    a. 2 7/8" Terminal Posts
    b. 6 5/8 " Gate Posts (if applicable)
    c. 2 3/8" Line Posts
    d. 1 5/8" Top rail
    e. 9 Gauge Chain Link Fencing

9. Ballfields within Lot A shall be constructed in accordance with the specifications unless otherwise approved by the Facilities and Community Services Director:
    a. A water supply with a quick coupler shall be installed behind home plate in a designated utility box, buried with the lid at grade.
    b. The ballfield shall be constructed in accordance with USA Baseball Standards for Little League, 60 foot baselines.



10. Upon annexation into CFD 2004-1 or a similar City community facilities district, as designed by the City (the "District"), the Residential lots/units within will be subject to an annual Special Tax to pay for the maintenance of Lot A which is to be levied by the District. The initial Maximum Special Tax Rate of $200 per Residential lot/unit will be levied in the initial fiscal year of the enrollment for the tract. Such Maximum Special Tax Rate shall then increase on an annual basis by an amount equal to the percentage change increase in the Consumer Price Index; the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Riverside-San Bernardino-Ontario area. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the City that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario area.

11. The Conditional, Covenants, and Restrictions ("CC&R's") shall specify that individual trash service shall not occur upon an alley or private streets. Trash receptacles must be placed curbside upon the nearest local street. Further containers shall not be placed within three feet (3') of any obstacle, such as a parked vehicle, fence, lamp post, mailbox and at least one foot (1') from adjacent containers.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Water improvement plans shall be approved by Redlands Fire Department. The Developer shall furnish Redlands Fire Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes maybe required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
☐	☒	Fire hydrant water mains that supply two (2) or more fire hydrants shall be looped to provide adequate supply.
☐	☒	Buildings that exceed 200,000 square feet, or meet the requirements of the Municipal Utilities & Engineering Department, shall have at least two separate points of connection to a water supply, as approved by Redlands Fire Department.
☒	☐	The existing fire hydrant system is insufficient to provide the required fire flow. This system is required to be upgraded to meet the required fire flow as identified above.
☒	☐	Prior to combustibles being brought to the site, the developer shall provide written certification from Municipal Utilities & Engineering Department (MUED), dated within the last thirty days, that: A. All public fire hydrants or water purveyor connections required of the project have been installed, tested, and approved by MUED, and B. Are permanently connected to the public water main system, and C. Are capable of supplying the required fire flow as required by Redlands Fire Department.
☒	☐	Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 400 feet (122 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire private hydrants and mains capable of supplying the required flow shall be provided when required by the Fire Code official. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet or greater as required by the Fire Code official.
☐	☒	In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official. **Exception:** When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the Fire Code official, adjusted spacing of fire hydrants from those set forth above may be considered.
☐	☒	Fire hydrants shall be painted per Redlands Fire Department and Municipal Utilities & Engineering Department standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.
☒	☐	Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Redlands Fire Department and the Municipal Utilities & Engineering Department.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	If any fire hydrant is taken "OUT OF SERVICE" – Redlands Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.
☒	☐	Buildings on easement shall have additional street number signs at the intersections of the easement and/or the roadway, and at additional locations as required by Redlands Fire Department.
☒	☐	Street signs meeting the requirements of the City Engineer standards shall be installed at all intersections prior to final occupancy approval. Temporary street signs may be required, during construction, at the discretion of the fire code official.
☒	☐	All flammable vegetation shall be removed from each building site with slopes less that 15% at a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less.
☐	☒	A fuel modification or fire protection plan is required. An approved Fire Protection Consultant that specializes in these types of complex plans shall prepare the plan. Plans and specifications shall be submitted, reviewed and approved by Redlands Fire Department prior to issuance of building construction permits.
☐	☒	The minimum fire flow in the Very High Fire Hazard Severity Zone is 2,500 GPM at 20 PSI for two hours for new subdivisions, tracts, multi-family and commercial/industrial buildings.
☒	☐	The development shall follow all of the requirements in the California Fire Code Chapter 33 for fire safety during construction.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Fire lane designations shall be required for all fire access roadways as determined by Redlands Fire Department. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Redlands Fire Department. All Fire lanes shall be marked and identified prior to Certificate of Occupancy.
☐	☒	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13** Standards for Automatic Fire Sprinkler Systems. Three sets of plans, two sets of hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-D** Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Three sets of plans, two sets hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Prior to Fire Department clearance for occupancy, and automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-R** Standard for Automatic Fire Sprinkler Systems-Multi-Family Dwellings. Three sets of plans, two sets of hydraulic calculations, and two sets of material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	A class _____ standpipe system is required. A State of California Licensed C-16 Contractor shall submit three (3) sets of plans, specifications, and two sets of hydraulic calculations to the Fire Department for review, approval, and permits must be issued prior to commencing work.
☐	☒	Prior to Fire Department Clearance for occupancy, and automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Three sets of plans, two sets of material specification's sheets for all equipment used in the system and California State Fire Marshal listings shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	Prior to final inspection or occupancy, hand portable fire extinguishers are required to be installed as directed by Redlands Fire Department Community Risk Reduction staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.
☐	☒	An automatic smoke removal system is required. This system shall comply with the California Fire Code, NFPA and all other applicable standards. The applicant shall submit three (3) sets of detailed plans, two sets of specifications, and testing criteria to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic smoke removal ventilation system (fusible link type) is required. Roof vents, venting ratios and draft curtains shall be provided in accordance with the California Fire Code, NFPA and all other applicable standards. This information shall be provided in sufficient detail on the building construction drawings and submitted to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic hood and duct fixed fire suppression system is required. A State of California licensed C-16 Contractor shall submit three (3) sets of detailed plans and two sets of specifications to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	Permanent commercial/industrial three-dimensional street numbers, minimum 12 inches in height with a ½ inch stroke, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner.
☒	☐	Permanent residential three-dimensional street numbers, minimum 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible form the street and shall not be obstructed in any manner.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Permanent Multi-family three-dimensional street numbers, minimum 12 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner. Building letter designations shall be a minimum of 12 inches in height and shall be installed as directed by Redlands Fire Department fire code official.
☐	☒	Address numbers and suite numbers are required to be installed or painted on the rear of access doors to multiple suite facilities. Numbers or letters shall be a minimum of four (4) inches in height and placed on a contrasting background and be durable for the weather conditions exposed.
☐	☒	A lighted directory (site map) meeting Redlands Fire Department specifications is required at each entrance to the complex as directed by Redlands Fire Department. A site plan with all building locations identified by a number or letter, space numbers, fire protection equipment, etc. and shall be reviewed and approved by Redlands Fire Department prior to installation.
☐	☒	Knox emergency access key box is required at each building, with specific mounting locations approved by Redlands Fire Department. Recessed mount key boxes are required. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.
☐	☒	An emergency responder radio coverage plan is required to be submitted, reviewed, approved and permits issued, prior to commencing work. Emergency responder radio coverage must meet the requirements of the California Fire Code, Chapter 5, Section 510 and Redlands Fire Department. Field tests are required prior to final inspection or occupancy.
☐	☒	A fire department operational permit is required for certain specific operations regulated by the California Fire Code. The permit is issued after application has been made to Redlands Fire Department and full compliance of the requirements for the operation has been adhered to. An annual fee is charged to the applicant for review and inspection of such permits on an annual basis. Some permits require additional inspections and permit compliance that may require additional fees to be paid semi-annually.
☐	☒	Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Redlands Fire Department.
☒	☐	Final fire protection plans, hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy. The PDF must contain the approved plan stamps from Redlands Fire Department.
☐	☐	

Yours in Service,

Christopher P. Jensen

Christopher P. Jensen, Fire Marshal

EXHIBIT "D"

FIRE DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

Redlands Fire Department

35 Cajon Street, Ste 12 • Redlands, CA 92373
(909) 798-7601 Office • (909) 798-7602 Fax

7/29/2021

City of Redlands
Sean Reilley, Sr. Planner

☐ Special Reports/Comments needed
☐ DRAFT Conditions of Approval
☒ FINAL Conditions of Approval

Reference Number: Bergamot Development Commission Review 922

The following conditions have been applied to the above reference project pursuant to the City of Redlands Fire Department adopted codes and standards, the 2019 California Fire Code and applicable rules, regulations and standards. Conditions must be complied with as directed by Redlands Fire Department and shall be reviewed, permitted, inspected, tested and approved in accordance with the requirements set forth.

Required	Not Required	Reports and Comments
☐	☒	Special Reports or Comments - Prior to final conditions.

☐ Draft Conditions ☒ **Final Conditions**

PRIOR TO MAP

Required	Not Required	Condition
☒	☐	Minimum road width for fire apparatus in Planned Residential Developments is ☒20 ft. ☐ 26 ft. ☐28 ft. ☐____ft., if no parking is allowed, 30 feet if parking allowed on one side and 40 feet if parking is allowed on both sides.
☐	☒	The applicant shall grant an easement for the fire lane on the tentative tract map.
☒	☐	The applicant shall submit covenants or CC&Rs for review and approval by the Community Development Department, Engineering Division and Fire Department. The covenants or CC&Rs shall be recorded concurrently with the final map, and shall provide for the following: A. The maintenance of the required fire lane, with no obstructions, within an area that is a minimum of ☒ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. wide and 13.6 ft. in height. Designated fire apparatus roads, streets, cul-de-sacs and turn-around (hammerhead) and/or any other emergency access within the development shall be maintained accessible and usable by emergency vehicles. Usable conditions include but are not limited to the following: 1. An all-weather road surface shall be maintained, first lift of asphalt minimum.

		2. Road shall support imposed loads of fire apparatus at 75,000 pounds. 3. No parking-fire lane signs shall be repaired or replaced as needed. 4. A monument entry sign with required address numbers shall be provided. 5. Fire lanes, streets and roads or other areas designated no parking-fire lane at time of development shall remain free at all times of any obstruction including but not limited to: vehicles, storage, debris, etc. B. The provision and maintenance of fire resistive trees for the project. Trees shall not overhang or grow into the fire lane or hammerhead turn-around. Trees shall not grow within five feet of any proposed chimneys. Vegetation, other than ground cover, shall not be permitted within five feet of fire protection systems. C. Dwellings constructed with required fire and life safety features including fire sprinklers, ignition resistant construction, smoke and carbon monoxide detectors and fire resistive landscaping shall maintain these features in accordance with state and local codes in use and applicable at the time of construction or installation. These codes include the California Fire Code, California Building Code, California Vehicle Code (fire lanes), City of Redlands Municipal Code and any other applicable codes, standards and law.
☐	☒	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft., wide and a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal.
☐	☒	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department. Fire Department turn around requirements shall be installed as directed, pursuant to the California Fire Code, Appendix D.
☐	☒	Grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades above 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway.
☐	☐	

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
☐	☒	A hazardous materials inventory and disclosure shall be provided with a complete listing of SDS sheets, storage locations, how they are stored, and types of containers. A technical report and opinion prepared by an approved consultant shall be submitted for review and approval prior to or as part of the submission for a building permit. Operational permits may be required and must be applied for prior to certificate occupancy. Application and permits shall be made to San Bernardino County Fire Department for CUPA compliance. Compliance with disclosure and requirements placed on the project for the CUPA shall be complied with prior to certificate of occupancy.
☐	☒	The building has the potential for storage of combustible stock in excess of ☐ 6 ft. ☐ 12 ft. (rubber tires) in height, meeting the requirements of high-piled combustible storage as defined in Chapter 32 of the California Fire Code. Significant modifications to the structure, including but

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
		not limited to, smoke and heat vents or mechanical ventilation, draft curtains, special access doors, upgraded sprinkler systems and hose connection requirements must be achieved in compliance with the California Fire Code Chapter 32 should such storage occur. Minimum design densities for fire sprinkler systems within spec. buildings shall be 0.33/3000. If high-piled combustible storage is proposed then plans, specifications, and a technical opinion and report shall be submitted from an approved consultant with the construction drawings to ensure fire protection requirements. High piled combustible storage requires an annual operational permit pursuant to the California Fire Code with appropriate fees paid prior to issuance and renewal.
☐	☒	To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
☒	☐	Redlands Fire Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.
☐	☒	Redlands Fire Department at time of operational permit application will charge certain fees for permit issuance which will have, at a minimum, annual fees charged. Failure to pay required annual fees will be cause to issue a "Cease and Desist" order.
☒	☐	The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.
☒	☐	The proposed project shall pay all applicable development impact fees, pursuant to the City of Redlands Ordinances in effect at the time and that are amended from time to time.
☐	☒	A fire command center for fire department operations shall be provided for Factories, Mercantile, and storage occupancies that are greater than 50,000 square feet. The fire command center shall be a minimum of 200 square feet and meet the requirements of the California Fire Code as amended by Local Ordinance 2900 - RMC Section 15.20.500.
☒	☐	The required fire flow shall be 1,500 GPM for a 2-hour duration at 20 PSI residual operating pressure. Documentation is required from the Municipal Utilities & Engineering Department (MUED) or an approved third party verifying that the system is capable of meeting the required fire flow prior to conditions of approval being established. If a third party is being used they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by Redlands Fire Department and MUED to upgrade the existing system prior to release of building permits.
☐	☐	

PRIOR TO CONSTRUCTION

Required	Not Required	Condition

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☒ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. and a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal. **Curb side parking on internal streets needs to be determined as to which side of the street for parallel parking to the curb.**
☒	☐	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department, pursuant to the California Fire Code, Chapter 5 & Appendix D and as amended locally. Fire Department turn around requirements shall be installed as directed and shall be inspected and approved prior to lumber drop. **Street M and Domestic Ave Cul-de-sac.**
☒	☐	All fire apparatus access roadways must be maintained unobstructed and drivable by fire apparatus throughout the construction process. Access roadways shall be hard surfaced (paved/concrete) and capable of holding an imposed load of 75,000 pounds including in adverse weather conditions.
☐	☒	Prior to combustible construction, grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades exceeding 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway along with other conditions as determined by the Fire Marshal.
☒	☐	The development and each phase thereof shall have a minimum of 2-points of vehicular access for fire and emergency equipment and for routes of safe egress of citizens regardless of the cul-de-sac length and shall be required as directed by Redlands Fire Department.
☒	☐	All required fire apparatus access roads, fire lanes, fire department turn- around and entry/exit drives shall have a minimum ☒ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. turning radius for fire apparatus depending on size, location and type of project. Site plans shall provide a fire department turning radius template along the fire access roadway or within a detail confirming that the radius meets Redlands Fire Department requirements.
☒	☐	Fire Apparatus Access roads (all roads in project) shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing required GPM and shall be tested/accepted by Fire Dept. prior to dropping any lumber for construction.
☐	☒	Loading zones are required adjacent to loading doors and shall be designated on the Development Site or Plot Plan and shall be marked on the appropriate ground surface. Loading zones shall not interfere with required Fire Lanes or emergency egress capabilities.
☒	☐	Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways.
☒	☐	Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Redlands Fire Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F 2200 standards. Knox brand key-operated electric key switch keyed to Redlands Fire Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as Opticom, are required and must be installed as directed by the Fire Marshal.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Water improvement plans shall be approved by Redlands Fire Department. The Developer shall furnish Redlands Fire Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes maybe required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
☐	☒	Fire hydrant water mains that supply two (2) or more fire hydrants shall be looped to provide adequate supply.
☐	☒	Buildings that exceed 200,000 square feet, or meet the requirements of the Municipal Utilities & Engineering Department, shall have at least two separate points of connection to a water supply, as approved by Redlands Fire Department.
☒	☐	The existing fire hydrant system is insufficient to provide the required fire flow. This system is required to be upgraded to meet the required fire flow as identified above.
☒	☐	Prior to combustibles being brought to the site, the developer shall provide written certification from Municipal Utilities & Engineering Department (MUED), dated within the last thirty days, that: A. All public fire hydrants or water purveyor connections required of the project have been installed, tested, and approved by MUED, and B. Are permanently connected to the public water main system, and C. Are capable of supplying the required fire flow as required by Redlands Fire Department.
☒	☐	Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 400 feet (122 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire private hydrants and mains capable of supplying the required flow shall be provided when required by the Fire Code official. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet or greater as required by the Fire Code official.
☐	☒	In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official. **Exception:** When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the Fire Code official, adjusted spacing of fire hydrants from those set forth above may be considered.
☐	☒	Fire hydrants shall be painted per Redlands Fire Department and Municipal Utilities & Engineering Department standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.
☒	☐	Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Redlands Fire Department and the Municipal Utilities & Engineering Department.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	If any fire hydrant is taken "OUT OF SERVICE" – Redlands Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.
☒	☐	Buildings on easement shall have additional street number signs at the intersections of the easement and/or the roadway, and at additional locations as required by Redlands Fire Department.
☒	☐	Street signs meeting the requirements of the City Engineer standards shall be installed at all intersections prior to final occupancy approval. Temporary street signs may be required, during construction, at the discretion of the fire code official.
☒	☐	All flammable vegetation shall be removed from each building site with slopes less that 15% at a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less.
☐	☒	A fuel modification or fire protection plan is required. An approved Fire Protection Consultant that specializes in these types of complex plans shall prepare the plan. Plans and specifications shall be submitted, reviewed and approved by Redlands Fire Department prior to issuance of building construction permits.
☐	☒	The minimum fire flow in the Very High Fire Hazard Severity Zone is 2,500 GPM at 20 PSI for two hours for new subdivisions, tracts, multi-family and commercial/industrial buildings.
☒	☐	The development shall follow all of the requirements in the California Fire Code Chapter 33 for fire safety during construction.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Fire lane designations shall be required for all fire access roadways as determined by Redlands Fire Department. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Redlands Fire Department. All Fire lanes shall be marked and identified prior to Certificate of Occupancy.
☐	☒	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13** Standards for Automatic Fire Sprinkler Systems. Three sets of plans, two sets of hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-D** Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Three sets of plans, two sets hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Prior to Fire Department clearance for occupancy, and automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-R** Standard for Automatic Fire Sprinkler Systems-Multi-Family Dwellings. Three sets of plans, two sets of hydraulic calculations, and two sets of material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	A class _____ standpipe system is required. A State of California Licensed C-16 Contractor shall submit three (3) sets of plans, specifications, and two sets of hydraulic calculations to the Fire Department for review, approval, and permits must be issued prior to commencing work.
☐	☒	Prior to Fire Department Clearance for occupancy, and automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Three sets of plans, two sets of material specification's sheets for all equipment used in the system and California State Fire Marshal listings shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	Prior to final inspection or occupancy, hand portable fire extinguishers are required to be installed as directed by Redlands Fire Department Community Risk Reduction staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.
☐	☒	An automatic smoke removal system is required. This system shall comply with the California Fire Code, NFPA and all other applicable standards. The applicant shall submit three (3) sets of detailed plans, two sets of specifications, and testing criteria to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic smoke removal ventilation system (fusible link type) is required. Roof vents, venting ratios and draft curtains shall be provided in accordance with the California Fire Code, NFPA and all other applicable standards. This information shall be provided in sufficient detail on the building construction drawings and submitted to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic hood and duct fixed fire suppression system is required. A State of California licensed C-16 Contractor shall submit three (3) sets of detailed plans and two sets of specifications to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	Permanent commercial/industrial three-dimensional street numbers, minimum 12 inches in height with a ½ inch stroke, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner.
☒	☐	Permanent residential three-dimensional street numbers, minimum 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible form the street and shall not be obstructed in any manner.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Permanent Multi-family three-dimensional street numbers, minimum 12 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner. Building letter designations shall be a minimum of 12 inches in height and shall be installed as directed by Redlands Fire Department fire code official.
☐	☒	Address numbers and suite numbers are required to be installed or painted on the rear of access doors to multiple suite facilities. Numbers or letters shall be a minimum of four (4) inches in height and placed on a contrasting background and be durable for the weather conditions exposed.
☐	☒	A lighted directory (site map) meeting Redlands Fire Department specifications is required at each entrance to the complex as directed by Redlands Fire Department. A site plan with all building locations identified by a number or letter, space numbers, fire protection equipment, etc. and shall be reviewed and approved by Redlands Fire Department prior to installation.
☐	☒	Knox emergency access key box is required at each building, with specific mounting locations approved by Redlands Fire Department. Recessed mount key boxes are required. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.
☐	☒	An emergency responder radio coverage plan is required to be submitted, reviewed, approved and permits issued, prior to commencing work. Emergency responder radio coverage must meet the requirements of the California Fire Code, Chapter 5, Section 510 and Redlands Fire Department. Field tests are required prior to final inspection or occupancy.
☐	☒	A fire department operational permit is required for certain specific operations regulated by the California Fire Code. The permit is issued after application has been made to Redlands Fire Department and full compliance of the requirements for the operation has been adhered to. An annual fee is charged to the applicant for review and inspection of such permits on an annual basis. Some permits require additional inspections and permit compliance that may require additional fees to be paid semi-annually.
☐	☒	Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Redlands Fire Department.
☒	☐	Final fire protection plans, hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy. The PDF must contain the approved plan stamps from Redlands Fire Department.
☐	☐	

Yours in Service,

Christopher P. Jensen

Christopher P. Jensen, Fire Marshal

City Council/Successor Agency Meeting **J. 4.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the donation from the University of Redlands of $22,322, and authorize the expenditure of $3,500 on behalf of the City and the A. K. Smiley Public Library as designated by the University of Redlands, and approve additional appropriations totaling $18,822 for the corresponding expenditures in the Police and Fire Departments (Management Services/Finance Director Garcia)

MOTION(S):

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

1. I move to accept the donation of $22,322 from the University of Redlands and authorize the expenditure of such funds on behalf of the City and the A.K. Smiley Public Library as designated by the University of Redlands; and

2. I further move to approve additional appropriations totaling $18,822 for the corresponding expenditures in the Police and Fire Departments.

RECOMMENDATION:

It is recommended that the City Council accept this generous donation from the University of Redlands in the amount of $22,322 for the stated projects and approve the additional appropriations totaling $18,822 for the corresponding expenditures in the Police and Fire Departments.

DISCUSSION:

On September 14, 2023, the University of Redlands notified the City of its intent to donate $22,322 to the City as an “above budget” contribution to support the City and the A.K. Smiley Public Library. For the past two decades, the University has graciously donated funds to the City for specific projects, and this donation will bring the total contributions over that time period to $1,163,022. Of

the $22,322, the University of Redlands has made a $3,500 donation directly to the A.K. Smiley Public Library, for the purpose of funding Kanopy and Kanopy for Kids streaming video service. The Board of Trustees is responsible for the receipt and use of the donation as specified by the University of Redlands and, therefore, no appropriation is required in the City's General Fund or any other City fund. The remaining $18,822 has been donated to the City by the University of Redlands. The Redlands Police Department will receive $12,000 for the annual service subscription of eight fixed mounted investigative cameras. The Redlands Fire Department will receive $6,822 to fund the purchase of a new DJI Mavic Thermal Drone.

ALTERNATIVES:

Do not accept the donation.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Rachel Tolber, Chief of Police
Rich Sessler, Fire Chief
Don McCue, Library Director

PREPARED BY:
James Garland, Assistant Finance Director

Fiscal Impact

Fiscal Year:	2024
Revenue Generating:	Yes
Appropriation Required Y/N:	Y
Amount:	$18,822
Budgeted Y/N:	No
Account No.:	Various
Discussion:	

Police Department:
Twelve Thousand dollars ($12,000) for annual service subscription of eight fixed mounted investigative cameras.
101202-6710 (Special Contractual Services).

Fire Department:
Six Thousand, Eight Hundred and Twenty-Two dollars ($6,822) for a new DJI Mavic 3 Thermal Drone .
101250-8706 (All Other Equipment)

The cost of these appropriations will be offset by the donation revenue received from the University of Redlands.

Attachments

Additional Appropriation Form - UofR

Donation Letter

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/7/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police and Fire Departments

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	101202	6710		$ 12,000.00
All Other Equipment	101250	8706		$ 6,822.00
				$ $ 18,822.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Donation Revenue	101202	4819		$ 12,000.00
Donation Revenue	101250	4819		$ 6,822.00
				$ $ 18,822.00

JUSTIFICATION: To record donation revenue from the University of Redlands donation to the Police and Fire Departments and to appropriate funding in the corresponding budget line items in order to expend those funds.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

UNIVERSITY OF
Redlands
Office of the President

September 14, 2023

Mayor Eddie Tejada
City of Redlands
PO Box 3005
Redlands, CA 92373-1005

RE: Voluntary Contributions – Fiscal Year 2022-2023

Dear Mayor Tejada:

On behalf of the University of Redlands, I am pleased to announce that the University will make a voluntary contribution to the City of Redlands for fiscal year 2022-2023 totaling approximately twenty-two thousand, three hundred twenty-two dollars ($22,322).

The funds are designated for the following:

- Three thousand, five hundred dollars ($3,500) to the A.K. Smiley Public Library for Kanopy and Kanopy for Kids streaming video service
- Twelve thousand dollars ($12,000) to the Redlands Police Department for the annual service subscription of eight fixed mounted investigative/license plate reader cameras
- Six thousand, eight hundred twenty-two dollars ($6,822) to the Redlands Fire Department for a new DJI Mavic 3 Thermal Drone

The University of Redlands voluntary contributions of in-kind and monetary donations to the City of Redlands over the past 27 years now totals approximately $1,163,022. The financial contributions detailed in this letter are intended to be "above-budget" enhancements for FY 2022-2023. Acceptance of these funds by the City of Redlands constitutes agreement by the City Council as well as the Board of Trustees of the A.K. Smiley Public Library that the donated funds will be used only for the purposes detailed in this letter. Please provide confirmation to the University of Redlands, if you will, of the designated use of these funds.

I am pleased that the University was able to give a monetary gift this year that will provide much needed support for programs and safety equipment. This financial support will enable the library to continue to offer a popular streaming service, pay the annual subscription fee for police department cameras in eight locations, and invest in new technology that will aid the fire department in their search and rescue operations. It signifies the University's continued commitment to the City of Redlands community.

1200 East Colton Avenue ▪ PO Box 3080 ▪ Redlands CA 92373-0999 ▪ Tel: 909-793-2121 ▪ www.redlands.edu

If you have any questions on the content of this letter, please contact Walter Branson, interim Vice President for Finance and Administration, at 909-748-8066 or walter_branson@redlands.edu.

Warm regards,

Krista L. Newkirk
President

Cc: Mayor Eddie Tejada
Mayor Pro Tempore Paul Barich
Council Member Denise Davis
Council Member Jenna Guzman-Lowery
Council Member Mario Saucedo
City Manager Charles M. Duggan, Jr.,
William Hatfield, President, A.K. Smiley Public Library Board of Trustees

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Irvine, CA 92618 USA
Tax ID: 47-4174938 | **CAGE:** 8FF59
www.advexure.com | (855) 625-2055

SALES QUOTE

BILLING	SHIPPING
Redlands Fire Department Nathan Bristol 35 Cajon St Redlands, CA 92373 **PHONE:** 909-836-4609 **EMAIL:** nbristol@confire.org	Redlands Fire Department Nathan Bristol 35 Cajon St Redlands, CA 92373

QUOTE #	54996
ISSUED	9/5/2023
EXPIRES	30 Days
TERMS	Net 30

QTY	SKU	ITEM / DESCRIPTION	UNIT PRICE	AMOUNT
1	DJI-M3TB2	DJI Mavic 3 Thermal with Care Enterprise (Basic, 2 Years) -Includes: (1) M3T Aircraft, (1) RC Pro Enterprise Controller, (1) Flight Battery, (3) Propeller Pairs, (1) 64GB microSD Card, (1) 100W USB-C Power Adapter + AC Cable, (1) USB-C Cable, (1) USB-C to USB-C Cable, (1) Hard Case -Complimentary Add-Ons: (1) FREE Standard Maintenance Service (Redeemed through the Advexure Fleet Support Team) -Care Enterprise Replacement Fees: 1st $320, 2nd $349, 3rd $349	5,748.00	5,748.00T
1	DJI-M3EP5	DJI Mavic 3 Enterprise Battery Kit Includes: (3) Flight Batteries, (1) Battery Charging Hub (100W)	659.00	659.00T
1	DJI-M3EP2	DJI Mavic 3 Enterprise Speaker	159.00	159.00T
2	DJI-M3EP3	DJI Mavic 3 Enterprise Propellers (Pair)	19.00	38.00T
1	HM-AD-LP3	Advexure Hoodman 3-Foot Landing Pad	69.00	69.00T
1	ADV-ELPS	Advexure Enterprise Lifetime Premium Support COMPLIMENTARY: As one of the longest serving and most reputable UAV/drone dealers and distributors in North America, Advexure's enterprise solutions division commits itself to seven days a week, 365 days a year dedicated enterprise level support available near 24 hours a day by phone, email and live chat. Learn more about the Advexure Experience here, and research our service reputation for yourself.	0.00	0.00
		FREE Standard Shipping	0.00	0.00
		Sourcewell Contract Pricing - Unmanned Vehicle Systems Contract #011223-ADX Contract Period: 03/21/2023 - 03/24/2027 Account Name: City of Redlands Account #: 18877	-400.38	-400.38
			Subtotal	**$6,272.62**
			Sales Tax (8.75%)	$548.85
			TOTAL	**$6,821.47**

THANK YOU FOR CHOOSING ADVEXURE

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City Council/Successor Agency Meeting **J. 5.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a ratification of the Memorandum of Understanding and Sub-Agency Agreement between the San Bernardino County Sheriff/Coroner/Public Administrator (County) and the Redlands Police Department (RPD) for the use of the LexisNexis Accurint Virtual Crime Center/Accurint Crime Analysis (AVCC/ACC) software and an additional appropriation of $12,397.50 to RPD (Police Chief Tolber)

MOTION(S):

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

1. I move to ratify the Memorandum of Understanding and Sub-Agency Agreement between the San Bernardino County Sheriff/Coroner/Public Administrator and the Redlands Police Department for the use of the LexisNexis AVCC/ACC software and approve an additional appropriation of $12,397.50 to the Police Department.

RECOMMENDATION:

Staff recommends ratification of the Memorandum of Understanding and Sub-Agency Agreement between the San Bernardino County Sheriff/Coroner/Public Administrator and Redlands Police Department for the use of the LexisNexis AVCC/ACC, and approving an additional appropriation of $12,397.50.

DISCUSSION:

RPD has participated in data-sharing with the County via the COPLINK project since 2009. The data sharing initiative has been traditionally funded through the Homeland Security Grant funds, and has greatly assisted the RPD as well as all regional law enforcement efforts. The County has re-evaluated the service

provider for data sharing efforts. Based on that evaluation, the data sharing initiative will now be through LexisNexis AVCC/ACC software. The cost for the transition will not exceed the amount of $12,397.50, and all remaining costs will be covered by the Homeland Security Grant.

ALTERNATIVES:

The City Council may elect not to ratify the Memorandum of Understanding and Sub-Agency Agreement and direct staff accordingly.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

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

PREPARED BY:
Rachel Tolber, Chief of Police

Fiscal Impact

Fiscal Year:	23/24
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	12,397.50
Budgeted Y/N:	N
Account No.:	101202

Discussion:
An additional appropriation of $12,397 from the General Fund unassigned balance is necessary to fund this project. The unassigned fund balance in the General Fund is projected to be approximately $21.7 million as of June 30, 2023.

Attachments

MOU
Sub Agreement
Schedule A
Additional Appropriation

SAN BERNARDINO COUNTY DATA SHARING INITIATIVE

MEMORANDUM OF UNDERSTANDING

ACCURINT VIRTUAL CRIME CENTER / ACCURINT CRIME ANALYSIS

Administrative and Financial Sharing Agreement

This Memorandum of Understanding (MOU) is entered into by and between San Bernardino County Sheriff/Coroner/Public Administrator (Lead Agency) and Redlands Police Department (Participating Agency) (each a Party, and together with additional Participating Agencies and Associate Members, the Parties).

WHEREAS, Participating Agency desires to collaborate on data sharing, as part of the San Bernardino County Data Sharing Initiative (Initiative), to improve the effectiveness of the San Bernardino County Criminal Justice System, and

WHEREAS, the Lead Agency and San Bernardino County Police Chiefs and Sheriff Association (Association) finds that LexisNexis Risk Solutions' (LexisNexis) Accurint Virtual Crime Center (AVCC) is a sustainable data sharing solution that best meets the Association's current needs and permits effective data sharing between all San Bernardino County (County) related law and justice agencies and other AVCC nodes throughout the United States, and

WHEREAS, this MOU outlines Initiative expectations, formalizes relationships between Parties, and outlines the commitments necessary for the successful continuance of the Initiative. Upon execution of this MOU, the Parties agree to adhere to the following:

I. PURPOSE

The purpose of this MOU is to provide Parties access to LexisNexis AVCC software for the purpose of data sharing to gain awareness with respect to the communities for which they serve, to facilitate departmental investigations, to enhance interagency cooperation through multijurisdictional investigations, and to establish a means for long-term governance of the Initiative to ensure sustainability and obtain AVCC funding, and to amend this MOU, as necessary, to more fully integrate the automation and processes that serve the San Bernardino County Criminal Justice System.

II. INITIATIVE COMPOSITION

The Initiative shall be composed of the following members:

- Lead Agency – An agency which serves as the central point of contact for all Parties and is assigned to organize the interagency oversight and implementation of AVCC.
- Participating Agency – An agency that agrees to contribute Records Management System (RMS) data with Initiative Parties.
- Associate Member – An agency that shall be limited to "read-only" AVCC access and does not contribute RMS data with Initiative Parties.

The Association may approve a Participating Agency and/or Associate Member upon a two-thirds majority vote and shall assess charges for accessing AVCC as stated in Section IV – Financial Implications.

III. AVCC IMPLEMENTATION

AVCC shall be implemented by LexisNexis project management personnel, in coordination with the Lead Agency, through the AVCC Implementation Team consisting of, at minimum, one (1)

sworn law enforcement officer and one (1) technology specialist from each Participating Agency. LexisNexis shall be authorized to form working groups of personnel from any Participating Agency and LexisNexis, as necessary, to integrate automation systems of Initiative members. Parties shall agree that personnel assigned to working groups shall participate as required to achieve the Initiative's goals.

All Participating Agencies and Associate Members shall be responsible for executing the LexisNexis Consortium Sub-Agency Addendum in order to participate and gain access to AVCC.

The Association shall appoint an Initiative Executive Director who shall be empowered to make decisions on the Association's behalf when it is impractical to obtain a decision of the Association, or as the Association otherwise designates.

IV. FINANCIAL IMPLICATIONS

The Association shall establish an AVCC implementation budget with Parties contributing funding for the first year's associated fees as detailed in Attachment A – First Year Assessment Fees, directly related to the AVCC Annual Subscription fees as stated in Attachment B - Schedule A. It is anticipated that after the first year, the Initiative's on-going yearly AVCC subscription fees will be covered by the Homeland Security Grant (HSGP), however, Parties shall agree to provide additional funding, in assessed amounts established by the Association, to fund any future AVCC yearly subscription fees if external funding is unable to be obtained. AVCC annual maintenance costs are anticipated to increase three percent (3%) each year.

Parties' assessments shall be reevaluated by the Association on a biennial basis, or earlier if there is a change in Initiative membership, using the latest sworn personnel data listed in the *State of California Department of Justice – OpenJustice* publication, if available. If unavailable, Parties' respective personnel departments shall be required to report the number of authorized sworn officers at their agency. Any disputes regarding sworn officer data or other assessment criteria shall be determined by a two-thirds majority vote of the Association.

Each Party shall assume all personnel costs for its personnel and/or officers (Authorized Users) assigned to the Initiative, including salaries, benefits, and overtime. All payments made by any Lead Agency, Participating Agency, and/or Associate Member pursuant to this MOU are non-refundable.

V. POLICY AND DIRECTION

The policies and management of the Initiative shall be consistent with this MOU and shall be at the direction of the Association.

VI. INITIATIVE ADMINISTRATION

- Project Manager – An Initiative Project Manager shall be assigned by the Association and shall provide administrative assistance to Parties to assist with Initiative implementation. Once all Parties are onboarded with AVCC, the Initiative Project Manager position will be eliminated.
- Administrative Support – Parties shall provide any administrative assistance to the Initiative as required.
- Tracking and Resolving of Initiative Implementation Issues – Initiative Project Manager shall track and address all issues affecting Initiative implementation and shall be assisted by the AVCC Implementation Team, as needed; issues shall not be directly related to conflict resolution. If the Project Manager is unable to resolve an issue affecting implementation, resolution shall default to the Association.
- Records and Reports – Initiative Project Manager shall maintain all records associated

with AVCC Implementation. Records regarding grant funding shall be maintained by the Lead Agency.

- Conflict Resolution – Any conflict resolution during the term of the MOU shall be managed by the Association.
- Media Relations – An involved agency may furnish information to the press regarding routine apprehensions or use of the system per its press policy. The Association may elect to make a joint press release in events of significant public interest.

VII. RESTRICTIONS ON USE

Parties shall limit AVCC access to Authorized Users assigned to gather data solely for the purpose of this MOU as stated in Section I. – Purpose. Parties shall not, and will not, permit access to AVCC by third-parties, or any personnel not deemed as Authorized Users.

VIII. DATA ACCESS AND SECURITY

- Data Access – Parties shall comply with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Service (CJIS) Security Policy Requirements and be aware of any CJIS addendums. Parties' Authorized Users shall be provided query capabilities through their agency's internet service. The information residing in the data repositories shall generally be available. Participating Agencies shall inform the Initiative in advance whenever possible, of scheduled downtime of specific data feeds, RMS system outages, or significant upgrades.
- Data Sharing – Parties shall collectively share RMS data to AVCC with comprehensive, timely, and accurate information about suspects or offenders including, but not limited to, identity, prior agency contacts, citations, arrests, and investigations.
- Security – Parties shall maintain and enforce security requirements for personnel accessing AVCC. Each Party shall be responsible for maintaining internal security of their agency's records and any technical support necessary to ensure proper security.

IX. NETWORK EQUIPMENT AND MAINTENANCE

Parties shall provide all network equipment necessary to connect to AVCC. Parties shall perform routine maintenance on any intermediary server that their agency may require including, but not limited to, routine operating system upgrades and troubleshooting at the request of LexisNexis. All network equipment and system maintenance required by a Party shall be completed at the sole expense of the Party and shall in no way be construed as a financial obligation by other Parties.

X. AUTHORIZED USER TRAINING

Parties shall ensure Authorized Users receive requisite training, either virtually or in-person, as provided by LexisNexis personnel.

XI. TERM AND TERMINATION

This MOU shall be effective upon the date of full execution by all Parties and shall continue up to and including March 31, 2028, with the option to extend the MOU up to five (5) one-year periods upon written agreement between the Lead Agency and LexisNexis. Participating Agency Parties may withdraw their participation from the Initiative upon a 30-day advance written notification to the Association President. A Party's withdrawal from the Initiative shall not negate the remaining Parties' participation and agreement under the existing MOU. The Lead Agency shall facilitate any and all documentation to properly withdraw the Party from the Initiative on behalf of the Association.

XII. MOU AMENDMENTS

Parties agree any alterations, variations, modifications, termination, or waivers of the provisions of this MOU, shall be valid only when reduced to writing, approved by a two-thirds majority vote of the Association, executed and attached to the original MOU and approved by the person(s) authorized to do so on behalf of the Parties. Any amendments to this MOU shall be facilitated by the Lead Agency and no amendments shall be deemed valid unless signed by the Sheriff/Coroner/Public Administrator through the delegation of authority assigned via the County Board of Supervisors.

XIII. INTERAGENCY AGREEMENTS

The Lead Agency shall be authorized by the Association to enter into Interagency Agreements with AVCC nodes for the purpose of data sharing and access. The Lead Agency shall obtain approval for the Interagency Agreements from the Association and the San Bernardino County Board of Supervisors before entering into such Interagency Agreements.

XIV. INDEMNIFICATION

Each Party agrees to indemnify , defend (with counsel reasonably approved by the other party) and hold harmless any other Party, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the indemnitor's conduct related to this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnified party on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees.

XV. LIMITATION OF LIABILITY

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge, or expense was caused by deliberate, willful, or criminal acts of any Party, or any of its agents, officers, or employees in its, or their, performance hereunder.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Agencies who are parties to this agreement pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead, pursuant to Government Code section 895.4, each Party hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents harmless from any claim, expense or cost, and damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts, omissions, or willful misconduct of the indemnifying party, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or justification delegated to such other Parties under this Agreement.

Parties shall establish procedures to notify other Parties where appropriate of any claims, administrative actions, or legal actions concerning any of the matters described in this indemnification provision. Parties shall cooperate in defense of such actions brought by others concerning the matters covered in this MOU. Nothing set forth in this MOU shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

XVI. CHOICE OF LAW

This MOU shall be governed by and construed according to the laws of the State of California.

XVII. VENUE

The Parties acknowledge and agree that this MOU was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any party to the MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

XVIII. LEGALITY AND SEVERABILITY

The Parties' actions under this MOU shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this MOU are specifically made severable. If a provision of this MOU is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

XIX. AMBIGUITY

Each Party has carefully reviewed, and agreed to, the provisions of this MOU. No ambiguity shall be presumed to be construed against any other Party.

XX. INSURANCE

Each Party is either an insured, or authorized self-insured, public entity for purposes of Professional Liability, General Liability, Automobile Liability, Worker's Compensation and Property Damage and warrants that through their respective programs of insurance or self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this MOU.

XXI. ENTIRE AGREEMENT

This MOU, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the Parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read the MOU and signs the same of its own free will.

XXII. ELECTRONIC SIGNATURES

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

IN WITNESS WHEREOF, San Bernardino County Sheriff/Coroner/Public Administrator and the Participating Agency have each caused the MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY
SHERIFF/CORONER/PUBLIC ADMINISTRATOR

► Horace

Horace Boatwright, Undersheriff

Dated: 10/18/23

Redlands Police Department
(Print or type name of corporation, company, contractor, etc.)

By ► Rachel Tolber
Rachel Tolber (Oct 6, 2023 15:23 PDT)
(Authorized signature - sign in blue ink)

Name Rachel Tolber
(Print or type name of person signing contract)

Title Chief
(Print or Type)

Dated: Oct 6, 2023

Address: 30 Cajon St.

Redlands, CA 92373

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► for Richard D. Luczak, Deputy County Counsel	►	► Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date 10/13/23	Date	Date 10/16/23

SCHEDULE A

Accurint Virtual Crime Center
Online (Enterprise/Consortium Subscription)

Customer Name:	San Bernardino County Sheriff's Department
Billgroup #:	1007751
LN Account Manager:	Mark Staniak

This Schedule A sets forth additional or amended terms and conditions for the use of the Accunnt Virtual Crime Center services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all LexisNexis Risk Solutions affiliates shall be individually and collectively referred to as "LN". The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc.. Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 57 months beginning July 1, 2023 and ending March 31, 2028 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES

2.1 **Subscription Fees:** Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN the subscription fees as indicated in the below AVCC Price Table ("AVCC Subscription Fee"), to be invoiced in equal monthly installments, in exchange for each of the agencies listed in the Agency table to have unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.2) and Accurint for Law Enforcement Mobile.

"AVCC Price Table"		
Period	AVCC Subscription Fee	Monthly Fee
July 1, 2023 – March 31, 2024		
April 1, 2024 – March 31, 2025		
April 1, 2025 – March 31, 2026		
April 1, 2026 – March 31, 2027		
April 1, 2027 – March 31, 2028		

Agency
San Bernardino County Sheriff's Department
San Bernardino County Probation Department
Ontario Police Department
San Bernardino Police Department
Fontana Police Department
Chino Police Department
Rialto Police Department
Redlands Police Department – Investigations
Upland Police Department
San Bernardino County District Attorney
Colton Police Department
Montclair Police Department/City of Montclair – Investigations (California)
Barstow Police Department

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

2.2 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.3.

2.3 Accurint for Law Enforcement Plus Premium Features: Email Search Premium, Real Time Phones, Real Time MVR and Virtual Identity Search & Report, including when these features are report components.

2.4 Jail Booking Search & Report Option: Access to the Jail Booking Search & Report features are included in the AVCC Subscription Fee. The Jail Booking Search & Report data provided under this Schedule A shall only be used for the purposes of determining the arrest/incarceration status of particular individuals and shall serve solely as a tip or lead from which Customer can then initiate its own independent investigation. Any determination reached by Customer with regard to an individual or individuals featured in the Jail Booking Search & Report shall be based solely on data gathered by Customer pursuant to its own internal investigations.

2.5 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Advanced Sexual Offender Search
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
InstantID Q&A
Law Enforcement Location Report
National Motor Vehicle Accident Search and Report
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.6 Fee Increases: If, at the end of the Term, Customer signs a new Schedule A for the LN Services herein, all fees will be increased 3.00 %.

2.7 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before May 19, 2023.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to cloudquestions@lexisnexisrisk.com.

AGREED TO AND ACCEPTED BY: San Bernardino County Sheriffs Department

Signed: _____

Name: Shannon D. Dicus

Title: Sheriff-Coroner

Date: 6/23/23

AGREED TO AND ACCEPTED BY: San Bernardino County

Signed: Dawn Rowe

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: JUN 27 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

AGREED TO AND ACCEPTED BY: LexisNexis Risk Solutions FL Inc.

Signed: Haywood Talcove

Name: Haywood Talcove

Title: CEO (LNSSI)

Date: Jun 15, 2023

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES	**PRICE**
Accurint Mapping (Charged per layer)	
Advanced Motor Vehicle Search	
Advanced Person Alerts Update	
Advanced Person Search	
Advanced Sexual Offender Search	
Automated Valuation Model (AVM) Report	
Bankruptcies, Liens & Judgments Search	
Bankruptcy Search	
Bankruptcy Report	
Boolean Search	
Business Search	
Businesses In The News (not discountable)	
Civil Courts Search (Report Included)	
CLIA Report	
Corporation Filings (Report Included Except In Delaware)	
Criminal Records	
Criminal Records Report	
DEA Controlled Substances License Search	
Death Records	
Death Records Report	
Driver Licenses	
Dun & Bradstreet Search (not discountable)	
Dun & Bradstreet Report (not discountable)	
Email Search Premium (not discountable)	
FAA Aircraft (Report Included)	
FAA Certifications (Report Included)	
Federal Civil Court Records Search	
Federal Criminal Court Records Search	
Federal Firearms & Explosives	
Federal Employer ID Numbers (FEIN)	
Fictitious Business Name	
Foreclosures Search (Report Included)	
Hunting/Fishing Licenses	
InstantID Q&A (charged per search)	
Liens & Judgments	
Lineup	
Marriages / Divorces Search	
Motor Vehicles Search	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Motor Vehicles Report		
National Motor Vehicle Accident Search & Report (not discountable)		
National UCC Filings (Report Included)		
NCPDP (National Council for Prescription Drug Programs) Search		
NCPDP (National Council for Prescription Drug Programs) Report		
NPI Data Search		
NPI Report		
Passport Validation		
People At Work Search		
People In The News (not discountable)		
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)		
-1 - 50		
-51 - 250		
-251 - 500		
-501 - 1,000		
-1,001 - 5,000		
-5,001 - 25,000		
-25,001 - 100,000		
Person Search		
Phones Plus		
Professional Licenses (Report Included)		
Property Deed Search		
Property Assessment Search		
Property Assessment Report		
Property Deed Report (excluding Deed Image)		
Provider Search		
Provider Report		
Provider Report Card (charged per search)		
Provider Sanction Search (charged per search)		
Provider Sanction Report		
Real Time Phone Search		
Relavint Plus Link Analysis (per diagram)		
Reverse Lookup		
Sexual Offenders (Report Included)		
USA Patriot Act		
Virtual Identity Search & Report		
Watercraft		
Watercraft Report		
Wildcard Search		
WorkPlace Locator (not discountable)		
Reports		
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.		
Business Link Report		
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy,		

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.		
Additional Report Options:		
-Real Time Phone Search (not discountable)		
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).		
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.		
Law Enforcement Location Report (charged per search)		
Relatives, Neighbors, & Associates Report		
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)		
Additional Report Options:		
-Bankruptcy		
-Businesses At Address		
-Concealed Weapons Permit Search		
-Criminal Records Search		
-Criminal Records Report		
-Driver Licenses At Address		
-Hunting/Fishing License Search		
-Liens And Judgments		
-Motor Vehicles Registered At Address		
-Neighborhood Profile (2010 Census)		
-Neighbors At Address		
-Property Ownership Current / Previous		
-Sexual Offenders Search (Report Included)		
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)		
Additional Report Options:		
-Associated Businesses		
-Associated People		
-Bankruptcy		
-Business Registrations		
-Corporation Filings		
-Dun & Bradstreet Records (not discountable)		
-Liens and Judgments		
-Motor Vehicles		
-Properties		
-UCC Filings		

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	
-Associates	
-Bankruptcy	
-Criminal Records	
-DEA Controlled Substances License Search	
-Driver Licenses Information	
-Email Search Premium (not discountable)	
-Federal Firearms & Explosives License Search	
-Liens And Judgments	
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	
-National Motor Vehicle Accident Search & Report	
-Neighborhood Profile (2010 Census)	
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	
-People At Work	
-Phones Plus	
-Professional Licenses (Report Included)	
-Properties	
-Real Time Phone Search (not discountable)	
-Real Time Vehicle Registrations (charged per search) (not discountable)	
-Relatives (Up to 3 Degrees of Separation)	
-Sexual Offenders	
-Supplemental Data Sources	
-UCC Filings	
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	
Additional Report Options:	
-Associated Businesses	
-Associated People	
-Bankruptcy (charged per search)	
-Business Phone Matches	
-Business Registrations	
-Corporation Filings	
-Dun & Bradstreet Records (not discountable)	
-FAA Aircraft	
-IRS 5500	
-Liens And Judgments (charged per search)	
-Motor Vehicles	
-Properties	
-Sanctions	
-UCC Filings	
-Verification	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Watercraft	
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	
Additional Report Options:	
-Additional Deceased Data Sources	
-Associates	
-Bankruptcy (charged per search) (not discountable)	
-Business Address Summary	
-Business Affiliations	
-Business Phone Matches	
-DEA Licenses	
-Degrees	
-Education	
-Group Affiliations	
-GSA Sanctions (charged per search)	
-Hospital Affiliations	
-Liens And Judgments (charged per search)	
-Medical Licenses (charged per search)	
-Possible Criminal Records (charged per search)	
-Professional Licenses (charged per search)	
-Sanctions (Disciplinary) (charged per search)	
-Sexual Offenses (charged per search)	
-Specialties	
-Verification	
Online Batch	
Advanced Person Search	
Batch Person Search	
Batch Telephone	
Deceased Person	
Real Time Phone Search	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	PRICE
Advanced Motor Vehicle Search	
Advanced Person Alerts Update	
Advanced Person Search	
Automated Valuation Model (AVM) Report	
Associates ("Next Steps")	
Bankruptcies, Liens & Judgments Search	
Bankruptcy Search	
Bankruptcy Report	
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	
Boolean Search	
Business Credit	
Business Credit Report	
Business Search	
Businesses In The News (not discountable)	
Canadian Phones	
Civil Courts Search (Report Included)	
CLIA Report	
Concealed Weapons Permit	
Corporation Filings (Report Included Except In Delaware)	
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	
-County Civil Lower & Upper Court - 7 Year (not discountable)	
-County Civil Lower & Upper Court - 10 Year (not discountable)	
-County Criminal - 7 Year (not discountable)	
-County Criminal - 10 Year (not discountable)	
-Federal Division Civil - 7 Year (not discountable)	
-Federal Division Civil - 10 Year (not discountable)	
-Federal Division Criminal - 7 Year (not discountable)	
-Federal Division Criminal - 10 Year (not discountable)	
-Statewide Criminal (not discountable)	
Criminal Records	
Criminal Records Report	
DEA Controlled Substances License Search	
Death Records	
Death Records Report	
Delaware Corporations (not discountable)	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Delaware Corporations Report (not discountable)		
Disclosed Entity Service		
Driver Licenses		
Dun & Bradstreet Search (not discountable)		
Dun & Bradstreet Report (not discountable)		
Email Search Premium (not discountable)		
FAA Aircraft (Report Included)		
FAA Pilots (Report Included)		
Federal Civil Court Records Search		
Federal Criminal Court Records Search		
Federal Firearms & Explosives		
Federal Employer ID Numbers (FEIN)		
Fictitious Business Name		
Foreclosures Search (Report Included)		
Hunting/Fishing Licenses		
InstantID Q&A (charged per search)		
Law Enforcement Location Report (charged per search)		
Liens & Judgments		
Liens & Judgments Report		
Marriages / Divorces Search		
Motor Vehicles Search		
Motor Vehicles Report		
MVR Wildcard Search		
National Motor Vehicle Accident Search & Report (not discountable)		
National UCC Filings (Report Included)		
NCPDP (National Council for Prescription Drug Programs) Search		
NCPDP (National Council for Prescription Drug Programs) Report		
Neighbors ("Next Steps")		
NPI Data Search		
NPI Report		
Passport Validation		
People At Work Search		
People In The News (not discountable)		
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)		
-1 - 50		
-51 - 250		
-251 - 500		
-501 - 1,000		
-1,001 - 5,000		
-5,001 - 25,000		
-25,001 - 100,000		
Professional Licenses (Report Included)		
Property Deed Search		
Property Assessment Search		

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Assessment Report	
Property Deed Report (excluding Deed Image)	
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	
Property Search (Property Assessments, Deeds & Mortgages)	
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	
Provider Search	
Provider Report	
Provider Report Card (charged per search)	
Provider Sanction Search (charged per search)	
Provider Sanction Report	
Real Time Person Search (charged per search)	
Real Time Phone Search	
Relatives ("Next Steps")	
Relatives, Neighbors & Associates ("Next Steps")	
Relavint Visual Link Analysis (Per Diagram)	
Satellite Image Search	
Sexual Offenders (Report Included)	
USA Patriot Act	
Virtual Identity Search & Report	
Voter Registrations	
Watercraft	
Watercraft Report	
WorkPlace Locator (not discountable)	
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	
Business Link Report	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Additional Report Options:	
-Real Time Phone Search (not discountable)	
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Affiliations Indicator.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	
Additional Report Options:	
-Bankruptcy	
-Businesses At Address	
-Concealed Weapons Permit Search	
-Criminal Records Search	
-Criminal Records Report	
-Driver Licenses At Address	
-Hunting/Fishing License Search	
-Liens And Judgments	
-Motor Vehicles Registered At Address	
-Neighborhood Profile (2010 Census)	
-Neighbors At Address	
-Property Ownership Current / Previous	
-Sexual Offenders Search (Report Included)	
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	
Additional Report Options:	
-Associated Businesses	
-Associated People	
-Bankruptcy	
-Business Registrations	
-Corporation Filings	
-Dun & Bradstreet Records (not discountable)	
-FAA Aircraft	
-IRS 5500	
-Liens and Judgments	
-Motor Vehicles	
-Properties	
-UCC Filings	
-Watercraft	
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	
-Associates	
-Bankruptcy	
-Criminal Records	
-DEA Controlled Substances License Search	
-Driver Licenses Information	
-Email Search Premium (not discountable)	
-Federal Firearms & Explosives License Search	
-Liens And Judgments	
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-National Motor Vehicle Accident Search & Report		
-Neighborhood Profile (2010 Census)		
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)		
-People At Work		
-Phones Plus		
-Professional Licenses (Report Included)		
-Properties		
-Real Time Phone Search (not discountable)		
-Real Time Vehicle Registrations (charged per search) (not discountable)		
-Relatives (Up to 3 Degrees of Separation)		
-Sexual Offenders		
-Supplemental Data Sources		
-UCC Filings		
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)		
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)		
Additional Report Options:		
-Associated Businesses		
-Associated People		
-Bankruptcy (charged per search)		
-Business Phone Matches		
-Business Registrations		
-Corporation Filings		
-Dun & Bradstreet Records (not discountable)		
-FAA Aircraft		
-IRS 5500		
-Liens And Judgments (charged per search)		
-Motor Vehicles		
-Properties		
-Sanctions		
-UCC Filings		
-Verification		
-Watercraft		
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)		
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)		
Additional Report Options:		
-Additional Deceased Data Sources		
-Associates		
-Bankruptcy (charged per search) (not discountable)		
-Business Address Summary		
-Business Affiliations		
-Business Phone Matches		
-DEA Licenses		

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Degrees	
-Education	
-Group Affiliations	
-GSA Sanctions (charged per search)	
-Hospital Affiliations	
-Liens And Judgments (charged per search)	
-Medical Licenses (charged per search)	
-Possible Criminal Records (charged per search)	
-Professional Licenses (charged per search)	
-Sanctions (Disciplinary) (charged per search)	
-Sexual Offenses (charged per search)	
-Specialties	
-Verification	
Online Batch	
Advanced Person Search	
Deceased Person	
Address (Single)	
Address (Multiple)	
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	
Waterfall Phone with Address (single)	
Waterfall Phone with Address (multiple)	
Address and/or Phone Confirmation (per input) (single)	
Address and/or Phone Confirmation (per input) (multiple)	
Phones Plus	
Real Time Phone Search	
Real Time Motor Vehicle Registrations	
Property - Add Up To Five Properties Owned By The Subject	
Consumer InstantID	
Consumer InstantID With Fraud Defender	
Consumer InstantID With Red Flags Rule	
Business InstantID	
Business InstantID With Fraud Defender	
Multiple = 2 Or More Phones/Addresses Returned	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

PRICE SCHEDULE	
FEATURES	PRICE
Advanced Motor Vehicle Search	
Advanced Person Search	
Business Search	
Motor Vehicles Search	
Motor Vehicles Report	
Phones Plus	
Property Search (Property Assessments, Deeds & Mortgages)	
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	
Real Time Phone Search	
Reports	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	
Additional Report Options:	
-Bankruptcy	
-Businesses At Address	
-Concealed Weapons Permit Search	
-Criminal Records Search	
-Criminal Records Report	
-Driver Licenses At Address	
-Hunting/Fishing License Search	
-Liens And Judgments	
-Motor Vehicles Registered At Address	
-Neighborhood Profile (2010 Census)	
-Neighbors At Address	
-Property Ownership Current / Previous	
-Sexual Offenders Search (Report Included)	
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	
Additional Report Options:	
-Associated Businesses	
-Associated People	
-Bankruptcy	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Business Registrations	
-Corporation Filings	
-Dun & Bradstreet Records (not discountable)	
-FAA Aircraft	
-IRS 5500	
-Liens and Judgments	
-Motor Vehicles	
-Properties	
-UCC Filings	
-Watercraft	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

MOU FOR LEXISNEXIS AVCC-2023-28-REDLANDS PD

Final Audit Report 2023-10-06

Created:	2023-08-29
By:	Dayna LaFond (dlafond@sbcsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxaWvvYD4Xnq08AGS7TIbUG6iCj-fSViy

"MOU FOR LEXISNEXIS AVCC-2023-28-REDLANDS PD" History

Document created by Dayna LaFond (dlafond@sbcsd.org)
2023-08-29 - 2:34:23 PM GMT

Document emailed to rtolber@redlandspolice.org for signature
2023-08-29 - 2:39:23 PM GMT

Email viewed by rtolber@redlandspolice.org
2023-10-03 - 11:32:06 PM GMT

Signer rtolber@redlandspolice.org entered name at signing as Rachel Tolber
2023-10-06 - 10:23:31 PM GMT

Document e-signed by Rachel Tolber (rtolber@redlandspolice.org)
Signature Date: 2023-10-06 - 10:23:33 PM GMT - Time Source: server

Agreement completed.
2023-10-06 - 10:23:33 PM GMT

Adobe Acrobat Sign

Reviewed by LNRS Legal 5/31/23

Accurint Virtual Crime Center/Accurint Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum

Consortium Sub-Agency

This Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center; Accurint Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency, San Bernardino County Sheriff's Office "Lead Agency" and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the Consortium Sub-Agency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. A substantially similar version of the Agreement may be found at http://www.lexisnexis.com/risk/masterterms/government/. The LN Services subscribed to herein will be Accurint Virtual Crime Center. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
    a. LN agrees to provide PSDEX information to Customer.
    b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
    c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
    d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
    a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
    b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
    c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
    d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
    e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
    f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not

unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name:	Shayna Walker
Title:	Operations Manager
Address:	30 Cajon Street
	Redlands, CA 92373
Phone:	(909) 798-7611
Fax:	N/A
Email:	swalker@redlandspolice.org

g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.

h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT**. Customer, at no charge, hereby grants to LN a paid up, revocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

   Customer will not provide a de-identified subset of its data to third parties (initials RT).

2. **FBI CJIS SECURITY ADDENDUM**. This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER**. LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER**. LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites,

including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.
7. **INSURANCE.**
   a. Additional Insured
   All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as additional Insured (Form B) endorsement form ISO, CG 2010.11.85.

   b. Waiver of Subrogation Rights
   LN shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LN and LN's employees or agents from waiving the right of subrogation prior to a loss or claim. LN hereby waives all rights of subrogation against the Customer.
   c. Policies Primary and Non-Contributory
   All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
   d. Severability of Interests
   LN agrees to ensure that there will be no cross-liability exclusions that preclude coverage for suits between LN and the Customer or between the Customer and any other insured or additional insured under the policy.
   e. Proof of Coverage
   LN shall furnish Certificates of Insurance to the Customer evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice LN and LN shall provide notice to Customer promptly upon receipt of such notice. LN shall maintain such insurance from the time LN commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Agreement, LN shall furnish a certificate of insurance page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
   f. Acceptability of Insurance Carrier
   Unless otherwise approved by Customer's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
   g. Deductibles and Self-Insured Retention
   Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by the Customer's Risk Management.
   h. Failure to Procure Coverage
   In the event that any policy of insurance required under the Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by LN or Customer payments to LN will be reduced to pay for Customer purchased insurance.
   i. Insurance Review
   Insurance requirements are subject to periodic review by the Customer. The Customer's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance

is not available, is unreasonably priced, or is not needed to protect the interests of the Customer. In addition, if the Customer's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Customer's Director of Risk Management or designee is authorized, but not required , to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the Customer's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. LN agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any right on the party of the Customer.

j. LN agrees to provide insurance set forth in accordance with the requirements herein. If LN uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LN agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, LN shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

i. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 USD limits covering all persons including volunteers providing services on behalf of LN and all risks to such persons under the Agreement.

   If LN has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management.

   With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

ii. Commercial/General Liability Insurance – LN shall carry General Liability Insurance covering all operations performed by or on behalf of LN providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000 USD), per occurrence. The policy coverage shall include:
   1. Premises operations and mobile equipment.
   2. Products and completed operations.
   3. Broad form property damage (including completed operations).
   4. Explosion, collapse and underground hazards.
   5. Personal injury.
   6. Contractual liability.
   7. $2,000,000 USD general aggregate limit.

iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000 USD) for bodily injury and property damage, per occurrence.

   If LN is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000 USD) for bodily injury and property damage per occurrence.

   If LN owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iv. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy

shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

v. Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000 USD) per claim and two million ($2,000,000 USD) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000 USD) and two million ($2,000,000 USD) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000 USD) shall be required for Agreements with charter labor committees or other not for profit organizations advising or acting on behalf of the Customer.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

vi. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than one million ($1,000,000 USD) for each occurrence or event with an annual aggregate of two million ($2,000,000 USD) covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

8. **ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): CA0360800

CUSTOMER: Redlands Police Department

Signature: Rachel Tolber (Sep 8, 2023 15:43 PDT)

Print: Rachel Tolber

Title: Chief

Date: 09/08/2023

Exhibit A

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.
1.00 Definitions
1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
2.00 Responsibilities of the Contracting Government Agency.
2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).
3.00 Responsibilities of the Contractor.
3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
4.00 Security Violations.
4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
4.02 Security violations can justify termination of the appended agreement.
4.03 Upon notification, the FBI reserves the right to:
a. Investigate or decline to investigate any report of unauthorized use;
b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
5.00 Audit
5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
6.00 Scope and Authority
6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

CONFIDENTIAL

Contract Number 23-608

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	LexisNexis Risk Solutions FL., Inc.
Contractor Representative	Mark Staniak
Telephone Number	(916) 291-4834
Contract Term	July 1, 2023 – March 31, 2028
Original Contract Amount	$1,824,456
Amendment Amount	----------
Total Contract Amount	$1,824,456
Cost Center	4430001000

Briefly describe the general nature of the contract:

Agreement with LexisNexis Risk Solutions FL Inc. for the provision of Accurint Virtual Crime Center enterprise software services, in a total aggregate amount not to exceed $1,824,456, for the period of July 1, 2023, through March 31, 2028.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	► Kelly Welty
Richard D. Luczak, Deputy County Counsel		Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date 6/20/2023	Date	Date 6/20/23

LexisNexis Risk Solutions

SCHEDULE A
Accurint Virtual Crime Center
Online (Enterprise/Consortium Subscription)

Customer Name:	**San Bernardino County Sheriff's Department**
Billgroup #:	**1007751**
LN Account Manager:	**Mark Staniak**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all LexisNexis Risk Solutions affiliates shall be individually and collectively referred to as "LN". The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc.. Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 57 months beginning July 1, 2023 and ending March 31, 2028 (the "Term"). This Schedule A may be renewed in accordance with Section 3 herein. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES
2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN the subscription fees as indicated in the below AVCC Price Table ("AVCC Subscription Fee"), to be invoiced in equal monthly installments, in exchange for each of the agencies listed in the Agency table to have unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.2) and Accurint for Law Enforcement Mobile.

"AVCC Price Table"		
Period	**AVCC Subscription Fee**	**Monthly Fee**
July 1, 2023 – March 31, 2024		
April 1, 2024 – March 31, 2025		
April 1, 2025 – March 31, 2026		
April 1, 2026 – March 31, 2027		
April 1, 2027 – March 31, 2028		

Agency
San Bernardino County Sheriff's Department
San Bernardino County Probation Department
Ontario Police Department
San Bernardino Police Department
Fontana Police Department
Chino Police Department
Rialto Police Department
Redlands Police Department – Investigations
Upland Police Department
San Bernardino County District Attorney
Colton Police Department
Montclair Police Department/City of Montclair – Investigations (California)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Barstow Police Department

2.2 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.3.

2.3 Accurint for Law Enforcement Plus Premium Features: Email Search Premium, Real Time Phones, Real Time MVR and Virtual Identity Search & Report, including when these features are report components.

2.4 Jail Booking Search & Report Option: Access to the Jail Booking Search & Report features are included in the AVCC Subscription Fee. The Jail Booking Search & Report data provided under this Schedule A shall only be used for the purposes of determining the arrest/incarceration status of particular individuals and shall serve solely as a tip or lead from which Customer can then initiate its own independent investigation. Any determination reached by Customer with regard to an individual or individuals featured in the Jail Booking Search & Report shall be based solely on data gathered by Customer pursuant to its own internal investigations.

2.5 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Advanced Sexual Offender Search
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
InstantID Q&A
Law Enforcement Location Report
National Motor Vehicle Accident Search and Report
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.6 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

3. RENEWAL PERIOD FEES

Customer may elect to renew this Schedule A for up to five (5) optional 12-month terms (each one, a "Renewal Term") by providing 30 days' advance written notice to LN prior to the end of the Initial Term or then-current Renewal Term. In the event Customer does not provide such written notice, this Schedule A shall terminate. For each Renewal Term, Customer shall pay to LN the annual fees as set forth in the table below ("Optional Renewal Term Annual Fees"), to be invoiced in equal monthly installments. Any future renewal of the LN Services beyond March 31, 2033 will be stated and executed in a new Schedule A.

Renewal Term	Optional Renewal Term Annual Fees

Accurint Virtual Crime Center (April 1, 2028 – March 31, 2029)		
Accurint Virtual Crime Center (April 1, 2029 – March 31, 2030)		
Accurint Virtual Crime Center (April 1, 2030 – March 31, 2031)		
Accurint Virtual Crime Center (April 1, 2031 – March 31, 2032)		
Accurint Virtual Crime Center (April 1, 2032 – March 31, 2033)		

4. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **July 14, 2023**.

5. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to cloudquestions@lexisnexisrisk.com.

6. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

7. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

AGREED TO AND ACCEPTED BY: San Bernardino County Sheriffs Department

Signed: _____

Name: Shannon D. Dicus

Title: Sheriff-Coroner

Date: 6/23/23

AGREED TO AND ACCEPTED BY: San Bernardino County

Signed: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

AGREED TO AND ACCEPTED BY: LexisNexis Risk Solutions FL Inc.

Signed: Haywood Talcove
Haywood Talcove (Jun 15, 2023 13:49 EDT)

Name: Haywood Talcove

Title: CEO (LNSSI)

Date: Jun 15, 2023

Customized Schedule A

Accurint Virtual Crime Center (Optional Renewal)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES	**PRICE**
Accurint Mapping (Charged per layer)	
Advanced Motor Vehicle Search	
Advanced Person Alerts Update	
Advanced Person Search	
Advanced Sexual Offender Search	
Automated Valuation Model (AVM) Report	
Bankruptcies, Liens & Judgments Search	
Bankruptcy Search	
Bankruptcy Report	
Boolean Search	
Business Search	
Businesses In The News (not discountable)	
Civil Courts Search (Report Included)	
CLIA Report	
Corporation Filings (Report Included Except In Delaware)	
Criminal Records	
Criminal Records Report	
DEA Controlled Substances License Search	
Death Records	
Death Records Report	
Driver Licenses	
Dun & Bradstreet Search (not discountable)	
Dun & Bradstreet Report (not discountable)	
Email Search Premium (not discountable)	
FAA Aircraft (Report Included)	
FAA Certifications (Report Included)	
Federal Civil Court Records Search	
Federal Criminal Court Records Search	
Federal Firearms & Explosives	
Federal Employer ID Numbers (FEIN)	
Fictitious Business Name	
Foreclosures Search (Report Included)	
Hunting/Fishing Licenses	
InstantID Q&A (charged per search)	
Liens & Judgments	
Lineup	
Marriages / Divorces Search	
Motor Vehicles Search	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Motor Vehicles Report		
National Motor Vehicle Accident Search & Report (not discountable)		
National UCC Filings (Report Included)		
NCPDP (National Council for Prescription Drug Programs) Search		
NCPDP (National Council for Prescription Drug Programs) Report		
NPI Data Search		
NPI Report		
Passport Validation		
People At Work Search		
People In The News (not discountable)		
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)		
-1 - 50		
-51 - 250		
-251 - 500		
-501 - 1,000		
-1,001 - 5,000		
-5,001 - 25,000		
-25,001 - 100,000		
Person Search		
Phones Plus		
Professional Licenses (Report Included)		
Property Deed Search		
Property Assessment Search		
Property Assessment Report		
Property Deed Report (excluding Deed Image)		
Provider Search		
Provider Report		
Provider Report Card (charged per search)		
Provider Sanction Search (charged per search)		
Provider Sanction Report		
Real Time Phone Search		
Relavint Plus Link Analysis (per diagram)		
Reverse Lookup		
Sexual Offenders (Report Included)		
USA Patriot Act		
Virtual Identity Search & Report		
Watercraft		
Watercraft Report		
Wildcard Search		
WorkPlace Locator (not discountable)		
Reports		
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.		
Business Link Report		
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy,		

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.		
Additional Report Options:		
-Real Time Phone Search (not discountable)		
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).		
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.		
Law Enforcement Location Report (charged per search)		
Relatives, Neighbors, & Associates Report		
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)		
Additional Report Options:		
-Bankruptcy		
-Businesses At Address		
-Concealed Weapons Permit Search		
-Criminal Records Search		
-Criminal Records Report		
-Driver Licenses At Address		
-Hunting/Fishing License Search		
-Liens And Judgments		
-Motor Vehicles Registered At Address		
-Neighborhood Profile (2010 Census)		
-Neighbors At Address		
-Property Ownership Current / Previous		
-Sexual Offenders Search (Report Included)		
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)		
Additional Report Options:		
-Associated Businesses		
-Associated People		
-Bankruptcy		
-Business Registrations		
-Corporation Filings		
-Dun & Bradstreet Records (not discountable)		
-Liens and Judgments		
-Motor Vehicles		
-Properties		
-UCC Filings		

Customized Schedule A

Accurint Virtual Crime Center (Optional Renewal)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	
-Associates	
-Bankruptcy	
-Criminal Records	
-DEA Controlled Substances License Search	
-Driver Licenses Information	
-Email Search Premium (not discountable)	
-Federal Firearms & Explosives License Search	
-Liens And Judgments	
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	
-National Motor Vehicle Accident Search & Report	
-Neighborhood Profile (2010 Census)	
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	
-People At Work	
-Phones Plus	
-Professional Licenses (Report Included)	
-Properties	
-Real Time Phone Search (not discountable)	
-Real Time Vehicle Registrations (charged per search) (not discountable)	
-Relatives (Up to 3 Degrees of Separation)	
-Sexual Offenders	
-Supplemental Data Sources	
-UCC Filings	
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	
Additional Report Options:	
-Associated Businesses	
-Associated People	
-Bankruptcy (charged per search)	
-Business Phone Matches	
-Business Registrations	
-Corporation Filings	
-Dun & Bradstreet Records (not discountable)	
-FAA Aircraft	
-IRS 5500	
-Liens And Judgments (charged per search)	
-Motor Vehicles	
-Properties	
-Sanctions	
-UCC Filings	
-Verification	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Watercraft		
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)		
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)		
Additional Report Options:		
-Additional Deceased Data Sources		
-Associates		
-Bankruptcy (charged per search) (not discountable)		
-Business Address Summary		
-Business Affiliations		
-Business Phone Matches		
-DEA Licenses		
-Degrees		
-Education		
-Group Affiliations		
-GSA Sanctions (charged per search)		
-Hospital Affiliations		
-Liens And Judgments (charged per search)		
-Medical Licenses (charged per search)		
-Possible Criminal Records (charged per search)		
-Professional Licenses (charged per search)		
-Sanctions (Disciplinary) (charged per search)		
-Sexual Offenses (charged per search)		
-Specialties		
-Verification		
Online Batch		
Advanced Person Search		
Batch Person Search		
Batch Telephone		
Deceased Person		
Real Time Phone Search		

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	
Advanced Person Alerts Update	
Advanced Person Search	
Automated Valuation Model (AVM) Report	
Associates ("Next Steps")	
Bankruptcies, Liens & Judgments Search	
Bankruptcy Search	
Bankruptcy Report	
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	
Boolean Search	
Business Credit	
Business Credit Report	
Business Search	
Businesses In The News (not discountable)	
Canadian Phones	
Civil Courts Search (Report Included)	
CLIA Report	
Concealed Weapons Permit	
Corporation Filings (Report Included Except In Delaware)	
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	
-County Civil Lower & Upper Court - 7 Year (not discountable)	
-County Civil Lower & Upper Court - 10 Year (not discountable)	
-County Criminal - 7 Year (not discountable)	
-County Criminal - 10 Year (not discountable)	
-Federal Division Civil - 7 Year (not discountable)	
-Federal Division Civil - 10 Year (not discountable)	
-Federal Division Criminal - 7 Year (not discountable)	
-Federal Division Criminal - 10 Year (not discountable)	
-Statewide Criminal (not discountable)	
Criminal Records	
Criminal Records Report	
DEA Controlled Substances License Search	
Death Records	
Death Records Report	
Delaware Corporations (not discountable)	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Delaware Corporations Report (not discountable)			
Disclosed Entity Service			
Driver Licenses			
Dun & Bradstreet Search (not discountable)			
Dun & Bradstreet Report (not discountable)			
Email Search Premium (not discountable)			
FAA Aircraft (Report Included)			
FAA Pilots (Report Included)			
Federal Civil Court Records Search			
Federal Criminal Court Records Search			
Federal Firearms & Explosives			
Federal Employer ID Numbers (FEIN)			
Fictitious Business Name			
Foreclosures Search (Report Included)			
Hunting/Fishing Licenses			
InstantID Q&A (charged per search)			
Law Enforcement Location Report (charged per search)			
Liens & Judgments			
Liens & Judgments Report			
Marriages / Divorces Search			
Motor Vehicles Search			
Motor Vehicles Report			
MVR Wildcard Search			
National Motor Vehicle Accident Search & Report (not discountable)			
National UCC Filings (Report Included)			
NCPDP (National Council for Prescription Drug Programs) Search			
NCPDP (National Council for Prescription Drug Programs) Report			
Neighbors ("Next Steps")			
NPI Data Search			
NPI Report			
Passport Validation			
People At Work Search			
People In The News (not discountable)			
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)			
-1 - 50			
-51 - 250			
-251 - 500			
-501 - 1,000			
-1,001 - 5,000			
-5,001 - 25,000			
-25,001 - 100,000			
Professional Licenses (Report Included)			
Property Deed Search			
Property Assessment Search			

Customized Schedule A

Accurint Virtual Crime Center (Optional Renewal)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Assessment Report	
Property Deed Report (excluding Deed Image)	
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	
Property Search (Property Assessments, Deeds & Mortgages)	
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	
Provider Search	
Provider Report	
Provider Report Card (charged per search)	
Provider Sanction Search (charged per search)	
Provider Sanction Report	
Real Time Person Search (charged per search)	
Real Time Phone Search	
Relatives ("Next Steps")	
Relatives, Neighbors & Associates ("Next Steps")	
Relavint Visual Link Analysis (Per Diagram)	
Satellite Image Search	
Sexual Offenders (Report Included)	
USA Patriot Act	
Virtual Identity Search & Report	
Voter Registrations	
Watercraft	
Watercraft Report	
WorkPlace Locator (not discountable)	
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	
Business Link Report	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, ° Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Additional Report Options:	
-Real Time Phone Search (not discountable)	
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate	

Customized Schedule A

Accurint Virtual Crime Center (Optional Renewal)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Affiliations Indicator.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	
Additional Report Options:	
-Bankruptcy	
-Businesses At Address	
-Concealed Weapons Permit Search	
-Criminal Records Search	
-Criminal Records Report	
-Driver Licenses At Address	
-Hunting/Fishing License Search	
-Liens And Judgments	
-Motor Vehicles Registered At Address	
-Neighborhood Profile (2010 Census)	
-Neighbors At Address	
-Property Ownership Current / Previous	
-Sexual Offenders Search (Report Included)	
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	
Additional Report Options:	
-Associated Businesses	
-Associated People	
-Bankruptcy	
-Business Registrations	
-Corporation Filings	
-Dun & Bradstreet Records (not discountable)	
-FAA Aircraft	
-IRS 5500	
-Liens and Judgments	
-Motor Vehicles	
-Properties	
-UCC Filings	
-Watercraft	
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	
-Associates	
-Bankruptcy	
-Criminal Records	
-DEA Controlled Substances License Search	
-Driver Licenses Information	
-Email Search Premium (not discountable)	
-Federal Firearms & Explosives License Search	
-Liens And Judgments	
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	

Customized Schedule A

Accurint Virtual Crime Center (Optional Renewal)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-National Motor Vehicle Accident Search & Report		
-Neighborhood Profile (2010 Census)		
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)		
-People At Work		
-Phones Plus		
-Professional Licenses (Report Included)		
-Properties		
-Real Time Phone Search (not discountable)		
-Real Time Vehicle Registrations (charged per search) (not discountable)		
-Relatives (Up to 3 Degrees of Separation)		
-Sexual Offenders		
-Supplemental Data Sources		
-UCC Filings		
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)		
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)		
Additional Report Options:		
-Associated Businesses		
-Associated People		
-Bankruptcy (charged per search)		
-Business Phone Matches		
-Business Registrations		
-Corporation Filings		
-Dun & Bradstreet Records (not discountable)		
-FAA Aircraft		
-IRS 5500		
-Liens And Judgments (charged per search)		
-Motor Vehicles		
-Properties		
-Sanctions		
-UCC Filings		
-Verification		
-Watercraft		
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)		
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)		
Additional Report Options:		
-Additional Deceased Data Sources		
-Associates		
-Bankruptcy (charged per search) (not discountable)		
-Business Address Summary		
-Business Affiliations		
-Business Phone Matches		
-DEA Licenses		

Customized Schedule A

Accurint Virtual Crime Center (Optional Renewal)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Degrees	
-Education	
-Group Affiliations	
-GSA Sanctions (charged per search)	
-Hospital Affiliations	
-Liens And Judgments (charged per search)	
-Medical Licenses (charged per search)	
-Possible Criminal Records (charged per search)	
-Professional Licenses (charged per search)	
-Sanctions (Disciplinary) (charged per search)	
-Sexual Offenses (charged per search)	
-Specialties	
-Verification	
Online Batch	
Advanced Person Search	
Deceased Person	
Address (Single)	
Address (Multiple)	
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	
Waterfall Phone with Address (single)	
Waterfall Phone with Address (multiple)	
Address and/or Phone Confirmation (per input) (single)	
Address and/or Phone Confirmation (per input) (multiple)	
Phones Plus	
Real Time Phone Search	
Real Time Motor Vehicle Registrations	
Property - Add Up To Five Properties Owned By The Subject	
Consumer InstantID	
Consumer InstantID With Fraud Defender	
Consumer InstantID With Red Flags Rule	
Business InstantID	
Business InstantID With Fraud Defender	
Multiple = 2 Or More Phones/Addresses Returned	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

PRICE SCHEDULE	
FEATURES	**PRICE**
Advanced Motor Vehicle Search	
Advanced Person Search	
Business Search	
Motor Vehicles Search	
Motor Vehicles Report	
Phones Plus	
Property Search (Property Assessments, Deeds & Mortgages)	
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	
Real Time Phone Search	
Reports	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	
Additional Report Options:	
-Bankruptcy	
-Businesses At Address	
-Concealed Weapons Permit Search	
-Criminal Records Search	
-Criminal Records Report	
-Driver Licenses At Address	
-Hunting/Fishing License Search	
-Liens And Judgments	
-Motor Vehicles Registered At Address	
-Neighborhood Profile (2010 Census)	
-Neighbors At Address	
-Property Ownership Current / Previous	
-Sexual Offenders Search (Report Included)	
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	
Additional Report Options:	
-Associated Businesses	
-Associated People	
-Bankruptcy	

Customized Schedule A

Accurint Virtual Crime Center (Optional Renewal)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Business Registrations	
-Corporation Filings	
-Dun & Bradstreet Records (not discountable)	
-FAA Aircraft	
-IRS 5500	
-Liens and Judgments	
-Motor Vehicles	
-Properties	
-UCC Filings	
-Watercraft	

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Reviewed by LNRS Legal 5/31/23

Accurint Virtual Crime Center/Accurint Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum

Consortium Lead-Agency

This Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center; Accurint Crime Analysis; LexisNexis Community Crime Map and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). The LN Services subscribed to herein will be listed on Customer's Schedule A. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
    a. LN agrees to provide PSDEX information to Customer.
    b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
    c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
    d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
    a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
    b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
    c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
    d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
    e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
    f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name:	San Bernardino County Sheriff's Department
Title:	Criminal Intelligence Division
Address:	655 E. Third Street
	San Bernardino, CA 92415
Phone:	(909) 387-3727
Fax:	(909) 387-0645
Email:	leinc@sbcsd.org

g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.

h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, revocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

   Customer will not provide a de-identified subset of its data to third parties (initials _____).

2. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use

is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT**. All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.
7. **INSURANCE.**
    a. Additional Insured
    All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as additional Insured (Form B) endorsement form ISO, CG 2010.11.85.
    b. Waiver of Subrogation Rights
    LN shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LN and LN's employees or agents from waiving the right of subrogation prior to a loss or claim. LN hereby waives all rights of subrogation against the Customer.
    c. Policies Primary and Non-Contributory
    All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
    d. Severability of Interests
    LN agrees to ensure that there will be no cross-liability exclusions that preclude coverage for suits between LN and the Customer or between the Customer and any other insured or additional insured under the policy.
    e. Proof of Coverage
    LN shall furnish Certificates of Insurance to the Customer evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to LN and LN shall provide notice to Customer promptly upon receipt of such notice. LN shall maintain such insurance from the time LN commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Agreement, LN shall furnish a certificate of insurance for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
    f. Acceptability of Insurance Carrier
    Unless otherwise approved by Customer's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
    g. Deductibles and Self-Insured Retention
    Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by the Customer's Risk Management.
    h. Failure to Procure Coverage
    In the event that any policy of insurance required under the Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by LN or Customer payments to LN will be reduced to pay for Customer purchased insurance.
    i. Insurance Review
    Insurance requirements are subject to periodic review by the Customer. The Customer's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer. In addition, if the Customer's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Customer's Director of Risk Management or designee is authorized, but not required ,

to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the Customer's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. LN agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any right on the party of the Customer.

j. LN agrees to provide insurance set forth in accordance with the requirements herein. If LN uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LN agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, LN shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

i. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 USD limits covering all persons including volunteers providing services on behalf of LN and all risks to such persons under the Agreement.

   If LN has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management.

   With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

ii. Commercial/General Liability Insurance – LN shall carry General Liability Insurance covering all operations performed by or on behalf of LN providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000 USD), per occurrence. The policy coverage shall include:
   1. Premises operations and mobile equipment.
   2. Products and completed operations.
   3. Broad form property damage (including completed operations).
   4. Explosion, collapse and underground hazards.
   5. Personal injury.
   6. Contractual liability.
   7. $2,000,000 USD general aggregate limit.

iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000 USD) for bodily injury and property damage, per occurrence.

   If LN is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000 USD) for bodily injury and property damage per occurrence.

   If LN owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iv. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

v. Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000 USD) per claim and two million ($2,000,000 USD) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000 USD) and two million ($2,000,000 USD) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000 USD) shall be required for Agreements with charter labor committees or other not for profit organizations advising or acting on behalf of the Customer.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

vi. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than one million ($1,000,000 USD) for each occurrence or event with an annual aggregate of two million ($2,000,000 USD) covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

8. **ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): 00003600

CUSTOMER: **San Bernadino County Sheriff's Department**

Signature: _____

Print: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

Exhibit A

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.
1.00 Definitions
1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
2.00 Responsibilities of the Contracting Government Agency.
2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).
3.00 Responsibilities of the Contractor.
3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
4.00 Security Violations.
4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
4.02 Security violations can justify termination of the appended agreement.
4.03 Upon notification, the FBI reserves the right to:
a. Investigate or decline to investigate any report of unauthorized use;
b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
5.00 Audit
5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
6.00 Scope and Authority
6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

March 2017

LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government(the **"Master Terms"**) are entered into by and between **LexisNexis Risk Solutions FL Inc. ("LNRSFL")**, with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and the Company identified in the LexisNexis Risk Solutions Government Application (**"Customer"**), each individually referred to as the **"Party"** and collectively as the **"Parties."** These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as **"LN"**).

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the **"LN Services"**); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **SCOPE OF SERVICES/CUSTOMER CREDENTIALING.** Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a **"Schedule A"**), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the **"GLBA"**), and is regulated by the GLBA (**"GLBA Data"**).) Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the **"DPPA"**), and is regulated by the DPPA (**"DPPA Data"**). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use,

except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, **"QA Data"**). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/risksupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: http://www.lexisnexis.com/terms/general.aspx (the **"L&P Terms"**). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records (**"MVR Data"**) from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

a. Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
b. As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
c. Upon advanced written notice to Customer LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) Economic Sanctions Laws. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (**"OFAC"**), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals (**"SDN List"**), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Software. To the extent that Customer is using software provided by LN (**"Software"**), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY**. Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, **"User IDs"**) confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any

obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE**. LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES**. Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES**. Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not

such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. **APPROPRIATION OF FUNDS**. If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT**. These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION**. Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW**. In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT**. Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES**. LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY**. Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

15. **INDEMNIFICATION**. To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in these Master Terms; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT**. Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT**. Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING**. Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security

requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES**. The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER INFORMATION**. Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("**FDCPA**") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES**. None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT**.By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES**. With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx.

24. **PUBLICITY**. Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE**.The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES**. Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES**. LN may provide the LN Services to Customer's wholly owned subsidiaries ("Subsidiaries"), in LN' sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS**. If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT**. Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing.These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

Government
Health Care

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RELX™

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/24/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	101202	6710		12,397.50
				$ 12,397.50 -

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

JUSTIFICATION: LexisNexis Accurint Virtual Crime Center/Accurint Crime Analysis

Requested By: Rachel Tolber
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **J. 6.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Side Letter Agreement between the City and the Redlands Civilian Safety Employees Association (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the Side Letter Agreement between the City and the Redlands Civilian Safety Employees Association.

RECOMMENDATION:

Staff recommends council approve the Side Letter Agreement between the City and the Redlands Civilian Safety Employees Association

DISCUSSION:

On July 5, 2023, the Council approved a Memorandum of Understanding (MOU) between the City and the Redlands Association of Civilian Safety Employees. This MOU included the option for employees to deposit their sick leave balance into a Post- Employment Health Plan (PEHP), cash out a portion of their sick leave, or utilize sick leave towards service credit at the time of retirement. After further review of the PEHP with the plan administrator, it was determined that the option of cashing out sick leave is not allowable.

The City met with representatives of the RCSEA and agreed to modify Article 30 of the current MOU. This new language clarifies the benefit provided to unit members. All employees in the unit will deposit the balance of their sick leave into the PEHP or utilize sick leave towards service credit at the time of retirement. All other provisions of the MOU remain unchanged.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

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

Fiscal Impact

Discussion:
There is no fiscal impact.

Attachments

RCSEA Side Letter

CITY OF REDLANDS AND REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION SIDE LETTER OF AGREEMENT (2023)

This Side Letter of Agreement amending the July 1, 2023 – June 30, 2026 Memorandum of Understanding between Redlands Civilian Safety Employees Association (RCSEA) and the City of Redlands ("City") is made and entered into this 7th day of November, 2023. Redlands Civilian Safety Employees Association and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 5, 2023, RCSEA and the City agreed to a Memorandum of Understanding ("RCSEA MOU") for the period of July 1, 2023 to June 30, 2026; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 30, Sections D, E, and F of the RCSEA MOU; and

WHEREAS, representatives of the City and RCSEA have met and conferred in good faith, and now wish to effect changes with respect to Article 30, Section D, E, and F.

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

AGREEMENT

Section 1. Article 30, Sections D, E, and F of the RCSEA MOU, entitled "Sick Leave" is hereby amended to read as follows:

D. ***AT SEPARATION OF SERVICE:*** Upon voluntary separation of service (excluding retirement), or layoff with the City, Unit employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

E. ***UPON SERVICE RETIREMENT:*** Upon service retirement under the PERS retirement plan, Unit employees may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and deposited in the Post Employment Health Plan (PEHP) where it can be used for covered expenses such as applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

F. ***CONVERSION TO SERVICE CREDIT:*** In lieu of benefit E above, Unit employees may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

CITY OF REDLANDS

_____

Eddie Tejeda, Mayor

REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION

_____

Amy Varela, President

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 7.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a two-year policy renewal with California Dental Network providing dental insurance coverage for City employees (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve a two-year policy renewal for dental coverage with California Dental Network for City employees and their eligible dependents.

RECOMMENDATION:

Staff recommends the City Council approve a two-year policy renewal for dental coverage with California Dental Network for City employees and eligible dependents for the period of January 1, 2024 through December 31, 2025.

DISCUSSION:

The City currently contracts with Principal Dental and California Dental to provide dental insurance for eligible employees and their dependents. Utilization of the combination of these two plans provides the employees with options for services and provides additional savings to the City in the overall premium structure. Each year our benefit broker, Alliant, negotiates with the carriers to provide the best renewal rate. This year, California Dental Network DHMO has quoted a premium increase of 5%, with a rate guarantee through December 31, 2025. The attached renewal letter indicates the increases in premiums based on coverage levels.

ALTERNATIVES:

The council may choose to not approve the renewal with California Dental Network.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell

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

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

PREPARED BY:
Liz Marin, HR Manager

Fiscal Impact

Fiscal Year:	2023/2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes

Discussion:

Approval of the renewal with California Dental will result in a premium increase for the remainder of the 2023-2024 fiscal year in the amount of approximately $768.60.

Attachments

Renewal Letter

California Dental Network

A DentaQuest company

September 8, 2023

Tommi Ng
City of Redlands
35 Cajon Street, Suite 10
Redlands CA 92373

Re: Group Number: **001938**

Dear Tommi:

Thank you for your business. We appreciate the trust you've placed in us and look forward to our continued partnership. Your CDN **A-75 Plus** Plan is scheduled to renew **January 1, 2024.** The below renewal rates include a **2 year rate guarantee** and will remain in effect until **January 1, 2026.**

	Current Rates		**Renewal Rates**
EE Only	**$14.88**	EE Only	**$15.62**
EE + 1 Dep	**$26.46**	EE+ 1 Dep	**$27.78**
EE + 2 or more Dep	**$40.46**	EE + 2 or more Dep	**$42.48**

CDN is committed to helping you provide affordable and meaningful dental benefits to your employees including the following advantages:

1) **"All-inclusive" crown copayments**. Unlike most DHMO's, we pay for the lab fees/cost of precious metals on behalf of our members.
1) **Name brand crowns and dentures at a single copayment.** This provides a huge value for your employees and exemplifies how CDN protects our members from dental "upselling".
2) **Comprehensive coverage for dental implants**

If you have any questions about your plan or renewal, or if you are interested in considering a richer benefit plan or one with lower premiums, please let me know. As always, if there is anything we can do to help you or your employee's, please feel free to contact me at 877-433-6827 Ext. 1414 or via email at nicole.mueller@caldental.net.

Sincerely

Nicole Bell (formerly Nicole Mueller)
Account Manager

CC: **Alliant Insurance Svcs**

City Council/Successor Agency Meeting **J. 8.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Public Works Contract with Onyx Paving Company, Inc. for the 2022 Alley Paving Improvements Project to extend the time for the completion by sixty-five (65) calendar days to January 6, 2024 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the First Amendment to the Public Works Contract with Onyx Paving Company, Inc. for the 2022 Alley Paving Improvements Project to extend the time for completion by sixty-five (65) calendar days to January 6, 2024.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Public Works Contract with Onyx Paving Company, Inc. for the 2022 Alley Paving Improvement Project to extend the time for the completion by sixty-five (65) calendar days to January 6, 2024.

DISCUSSION:

On May 16, 2023, City Council approved a Public Works Contract with Onyx Paving Company, Inc. (Onyx) to construct the 2022 Alley Paving Improvement Project (Project) for an amount not-to-exceed $2,082,000. The Project will resurface twenty-three (23) alleys, construct drainage facilities, and remove and replace driveways and sidewalks where necessary throughout the City.

The Project is under construction. However, the completion schedule has been delayed due to inclement weather and unforeseen conditions. Staff recommends

a contract amendment to increase the time for completion by sixty-five (65) calendar days, resulting in a revised time for completion of one hundred eighty-five (185) calendar days to January 6, 2024. This is the only contract revision proposed.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would prevent completion of the project.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this section.

Attachments

First Amendment to Onyx Public Works Contract

Executed Contract (For Reference Only)

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the 2022 Alley Paving Improvement Project dated May 16, 2023 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Onyx Paving Company, Inc., a California corporation ("Contractor"), is made and entered into this 7th day of November 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion from receipt of notice to proceed one hundred eighty-five (185) calendar days of the contract to January 6, 2024; and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's 2022 Alley Paving Improvement Project, Project No. 400023;

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

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to increase Contractor's time for completion and shall read as follows:

> "TIME FOR COMPLETION: The Work shall be completed within one hundred eighty-five (185) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of the 7th day of November 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ONYX PAVING COMPANY, INC.

By: _____
Corey R. Kirschner, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 16th day of May, 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Onyx Paving Company Inc., a California Corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2022 Alley Paving Improvement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2022 Alley Paving Improvement Project, Project No. 400023** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two million eighty-two thousand dollars ($2,082,000) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred Twenty (120) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the

documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Onyx Paving Company Inc
Name of Contractor

By: _____
Signature of Authorized Agent

Corey Kirschner-President
Title

_____
Signature of Authorized Agent (if necessary)

Corey Kirschner- Secretary
Title

630360
Contractor's License No.

City Council/Successor Agency Meeting **J. 9.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Public Works Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project to extend the project completion time by ninety (90) calendar days to February 5, 2024 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the First Amendment to the Public Works Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project to extend the project completion time by ninety (90) calendar days to February 5, 2024

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Public Works Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project to extend the project completion time by ninety (90) calendar days to February 5, 2024.

DISCUSSION:

On May 16, 2023, City Council approved a Public Works Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project (Project) for an amount not-to-exceed $3,314,268. The Project will use cured-in-place pipe (CIPP) technology to rehabilitate approximately 12,672 linear feet of eight inch (8”), ten inch (10"), and twelve inch (12") diameter pipelines, and will remove and replace approximately 10,578 linear feet of eight inch (8”), ten inch (10"), twelve inch (12") diameter pipeline using traditional trenching

practices. The Project is currently under construction. However, due to adverse weather conditions, there have been delays in the completion schedule. Staff recommends a contract amendment to increase the time for completion by ninety (90) calendar days, resulting in a revised time for completion of two hundred and ten (210) calendar days to February 5, 2024. This is the only contract revision proposed.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would prevent the completion of the project.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

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

Attachments

First Amendment to CEM Construction Corporation Public Works Contract
Executed Contract (For Reference Only)

FIRST AMENDMENT TO PUBLIC WORK CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the 2022 CIP Sewer Pipeline Replacement Project ("Contract"), dated June 20, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and CEM Construction Corporation, a California corporation ("Consultant"), is made and entered into this 7th day of November, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Contract, specifically to amend the time for completion from receipt of notice to proceed two hundred and ten (210) calendar days of the contract to February 5, 2024; and

WHEREAS, the City Council approved the Contract with CEM Construction Corporation for work in accordance with the Contract Documents for City's 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029;

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

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to increase Contractor's time for completion and shall read as follows:

> "TIME FOR COMPLETION: The Work shall be completed within two hundred and ten (210) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of 7th day of November, 2023.

CITY OF REDLANDS	CEM CONSTRUCTION CORPORATION
_____	By: _____
Eddie Tejeda, Mayor	Jesus E. Carrillo, President

ATTEST:

_____

Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 20th day of June, 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and CEM Construction Corporation, a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2022 CIP Sewer Pipeline Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of three million three hundred fourteen thousand two hundred and sixty-eight dollars ($3,314,268) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred twenty (120) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due to the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code

Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

(SEAL)

CITY OF REDLANDS

By: Eddie Tejeda
Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk

(SEAL)

CEM construction Corp
Name of Contractor

By:
Signature of Authorized Agent

President
Title

Emiliano Zarrillo
Signature of Authorized Agent (if necessary)

VICE-PRESIDENT
Title

951234
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT,
Project No. 521029

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

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

CHECK ONE

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

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

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

Dated this 08 day of JUNE, 2023.

CEM Construction Corp
(Contractor)

(Signature)

President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

"For Services Provided in the City of Redlands, California Only"

2024

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name	CEM CONSTRUCTION CORPORATION		
Business Location	1412 Espanol Ave Montebello, Ca 90640-6327	**Business Type**	Contractor- General
Business Owner(s)	CEM CONSTRUCTION CORPORATION	**Description**	CONTRACTOR

CEM CONSTRUCTION CORPORATION
1412 ESPANOL AVE
MONTEBELLO, CA 90640-6327

Certificate Number: 08133947
Effective Date August 01, 2023
Expiration Date June 30, 2024

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (909) 479-2111.

CEM CONSTRUCTION CORPORATION:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

CEM CONSTRUCTION CORPORATION
1412 ESPANOL AVE
MONTEBELLO, CA 90640-6327

Certificate Number: **08133947**

Date of Issue: **08/01/2023**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Hunter Insurance Services, Inc
8277 La Mesa Blvd
La Mesa CA 91942

CONTACT NAME: Miriam Rothey
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: miriam@hunteronline.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Westchester Fire Insurance Company	10030
INSURER B:	Wesco Insurance Company	25011
INSURER C:	Topa Insurance Company	18031
INSURER D:	Travelers Property Casualty Company of America	25674
INSURER E:	Evanston Insurance Company	35378
INSURER F:	American Zurich Insurance Company	40142

INSURED
CEM Construction Corp.
1412 Espanol Ave
Montebello CA 90640

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	G72539527002	8/30/2022	8/30/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	WPP198765600	11/17/2022	11/17/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	XL0020432401	8/30/2022	8/30/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Contractor's Equipment Floater			QT6604W110036TIL23	01/30/2023	01/30/2024	Scheduled Equip Deductible	$ 1,065,700 $ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named additional insured, per attached endorsement. Coverage is primary and non-contributory. Waiver of Subrogation applies.

RE: City of Redlands
Municipal Utilities & Engineering Department
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT,
Project No. 521029

CERTIFICATE HOLDER

City of Redlands
35 Cajo St. Suite 4
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2023

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PRODUCER	CONTACT NAME: Miriam Rothey	
Hunter Insurance Services, Inc 8277 La Mesa Blvd	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: miriam@hunteronline.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
La Mesa CA 91942	INSURER A :	
INSURED	INSURER B :	
CEM Construction Corp. 1412 Espanol Ave	INSURER C :	
	INSURER D :	
	INSURER E :	
Montebello CA 90640	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Commercial Umbrella			EZXS3088353	08/15/2022	08/15/2023	Occurrence Aggregate	$ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named additional insured, per attached endorsement. Coverage is primary and non-contributory. Waiver of Subrogation applies.

RE: City of Redlands
Municipal Utilities & Engineering Department
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT,
Project No. 521029

CERTIFICATE HOLDER

City of Redlands

35 Cajo St. Suite 4
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2023

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PRODUCER
Hunter Insurance Services, Inc
8277 La Mesa Blvd
La Mesa CA 91942

CONTACT NAME: Miriam Rothey
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: miriam@hunteronline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CEM Construction Corp.
1412 Espanol Ave
Montebello CA 90640

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Builders Risk			ER73905160	08/30/2022	08/30/2023	Location	$ 344,250
							Deductible	$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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RE: City of Redlands
Municipal Utilities & Engineering Department
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT,
Project No. 521029

CERTIFICATE HOLDER

City of Redlands
35 Cajo St. Suite 4
Redlands CA 92373

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2023

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PRODUCER
HUB International Insurance Services Inc.
PO Box 255387
Sacramento CA 95865

License#: 0757776

CONTACT NAME: Sasha Yinguez
PHONE (A/C, No, Ext): 916-480-4153 FAX (A/C, No): 916-313-3760
E-MAIL ADDRESS: sasha.yinguez@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Premier Insurance Company	16045
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CEM Construction Corp
1412 Espanol Avenue
Montebello CA 90640

CEMCONS-01

COVERAGES **CERTIFICATE NUMBER:** 529270222 **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	7600023838221	11/21/2022	11/21/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policies provide for 30 Days Notice of Cancellation, except 10 Days for Non-payment of Premium.

RE: 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029

Waiver of Subrogation in favor of: The City of Redlands where required by written contract.

Forms: WC040306

CERTIFICATE HOLDER

Municipal Utilities & Engineering Department
City of Redlands
35 Cajon St., Ste. 15A
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **11/21/2022** Policy No. **7600023838221** Endorsement No. **001**

Insured: **CEM Construction, Corp.**

Premium $ INCL.

Insurance Company: **Everest Premier Insurance Company**

Countersigned By: _____

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item **1. Who is an Insured** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

(1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

(3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart **(4)** of **a. Supplementary Payments** of Item **2. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

(4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item **5. Fellow Employee** of Paragraph **B. Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

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D. Limited Automatic Towing Coverage

Item **2. Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

a. The limit for towing and labor for each disablement is $500;

b. No deductible applies to this coverage.

E. Item **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart **a. Transportation Expenses** of Item **4. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item **4. Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of $2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;

b. Coverage for "downtime loss" expenses will end when any of the following occur:

(1) You have a spare or reserve "auto" available to you to continue your operations.

(2) You purchase a replacement "auto".

(3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.

(4) You reach the 30 day maximum coverage.

I. Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.

b. Our payment is limited to necessary and actual expenses incurred.

c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. **"Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. **Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. **Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by the lessor; and

(5) Carry-over balances from previous loans or leases

M. Aggregate Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection **a.** of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or director, if you are a corporation;

(4) A manager or member, if you are a limited liability company;

(5) Your insurance manager; or

(6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart **a.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart **b.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, <u>Headings and Titles</u> are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

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Extension Schedule

Item 6.	SCHEDULE OF UNDERLYING INSURANCE	
Type of Coverage	Insurer/Policy Period	Limits or Amount of Insurance
General/Business Liability	Westchester Fire Insurance Company Policy Term: 08/30/2022-08/30/2023 Policy Number: On File	$1,000,000 Each Occurrence $2,000,000 General Aggregate $2,000,000 Prod & Completed Ops Aggr $1,000,000 Pers & Advertising Injury

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ATTACHED TO AND FORMING PART OF: XL00204324-01

ISSUED TO: CEM Construction Corp

EFFECTIVE: 08/30/2022

Topa Insurance Company

BY

Extension Schedule

Item 6.	SCHEDULE OF UNDERLYING INSURANCE	
Type of Coverage	Insurer/Policy Period	Limits or Amount of Insurance
General/Business Liability	Westchester Fire Insurance Company Policy Term: 08/30/2022-08/30/2023 Policy Number: On File	$1,000,000 Each Occurrence $2,000,000 General Aggregate $2,000,000 Prod & Completed Ops Aggr $1,000,000 Pers & Advertising Injury

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ATTACHED TO AND FORMING PART OF: XL00204324-01

ISSUED TO: CEM Construction Corp

EFFECTIVE: 08/30/2022

Topa Insurance Company

BY

City Council/Successor Agency Meeting **J. 10.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Second Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC. for the Water Distribution System Supervisory Control and Data Acquisition ("SCADA") Upgrade Project to extend the project time for completion to December 31, 2024 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council approve the Second Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC. for the Water Distribution System Supervisory Control and Data Acquisition ("SCADA") Upgrade Project to extend the project time for completion to December 31, 2024.

RECOMMENDATION:

Staff recommends City Council approve the Second Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC. for the Water Distribution System Supervisory Control and Data Acquisition ("SCADA") Upgrade Project to extend the project time for completion to December 31, 2024.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) utilizes a supervisory control and data acquisition (SCADA) system to remotely operate and monitor fifty-five (55) facilities within the water distribution system. Initially, twenty-four (24) of these facilities were on the San Bernardino County (County) analog radio network, ten (10) of these facilities were on a City-owned radio network, and the remaining twenty-one (21) facilities were operated manually. In

April 2018, the County notified MUED staff that their analog radio network would soon be abandoned, and agreed to maintain their network only until the City's SCADA system is transitioned to the City-owned radio network. Soon after, MUED staff initiated the process to design a comprehensive SCADA system upgrade, which included a system review, field investigation of all sites, and preparation of plans, specifications and cost estimates to transition all water distribution system facilities to the City-owned radio network. Several sites have already been transitioned to the City-owned radio network. The remaining sites are scheduled to transition onto the City-owned radio network with this Project.

On December 7, 2021, City Council approved a Non-Professional Services Agreement with TESCO Controls, LLC. (TESCO) to complete the project in two (2) annual phases. On November 15, 2022, City Council approved the First Amendment to the Agreement to combine the two phases of the project into one phase and extend the term until December 7, 2023. However, due to lengthy project material lead times and reorganization of the TESCO's project management team, the project cannot be successfully completed before the Agreement termination date. Therefore, staff recommends extending the project time for completion to December 31, 2024, and updating the contact name and contact information for the Contractor. No additional revisions to the original Agreement are proposed.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

A. Second Amendment to TESCO Agreement

B. First Amendment (Reference only)

C. Tesco Controls Agreement (Reference only)

SECOND AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDING AND GROUNDS

This second amendment ("Second Amendment") to the agreement for the water distribution system supervisory control and data acquisition ("SCADA") upgrade project ("Agreement"), dated December 7, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and TESCO Controls, LLC, a Delaware Limited Liability Company ("Contractor"), is made and entered into this 7th day of November, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to extend the time for completion of the services to December 31, 2024; and

WHEREAS, it is further the desire of the City and Contractor to amend Article 5.3 of their existing Agreement to reflect a change in the contact name, phone number, and email of Contractor;

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

AGREEMENT

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

"4.2 Contractor shall complete the Services by December 31, 2024, unless the Services are earlier terminated as permitted herein."

Section 2. Subsection 5.3 of Article 5 of the Agreement, which Article is entitled "Payments to Contractor," is hereby amended to read as follows:

CONTRACTOR

Delven Diaz, Director of Sales
TESCO Controls, LLC
8440 Florin Road
Sacramento, CA, 95828
ddiaz@tescocontrols.com
(916) 849-9779

Section 3. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of November 7, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

TESCO CONTROLS, LLC

By: _____
Delven Diaz, Director of Sales

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

This first amendment ("First Amendment") to the Agreement for the water distribution system supervisory control and data acquisition ("SCADA") upgrade project ("Agreement"), dated December 7, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and TESCO Controls, Inc., a California Corporation ("Contractor"), is made and entered into this 15th day of November, 2022.

RECITALS

WHEREAS, it is the desire of the City and Contractor to extend the time for completion of the services to December 7, 2023.

WHEREAS, it is the desire of the City and Contractor to implement the Phase 3 project scope of work as specified in the Exhibit "C".

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

AGREEMENT

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

"4.2 Contractor shall complete the Services by December 7, 2023, unless the Services are earlier terminated as permitted herein."

Section 2. Section 5.2 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"5.2 Total compensation for Contractor's performance of the Services shall not exceed the amount of five million five hundred seventy-nine thousand four hundred twenty dollars ($5,579,420). City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference."

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signatures on Next Page]

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

TESCO CONTROLS, INC.

By: _____
Shain Thomas, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

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

This agreement for the provision of water distribution supervisory control and data acquisition ("SCADA") system upgrade ("Agreement") is made and entered in this 7th day of December, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and TESCO Controls, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform water distribution SCADA system upgrade 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 John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (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 and subsequently, at least thirty (30) days before any Extended Term. The Initial Term and the Extended Term are hereby collectively, referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

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

5.2 The compensation for Contractor's performance of the Services shall not exceed the amount of three million six hundred seventy nine thousand seven hundred twenty dollars $3,679,720) 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 one million eight hundred ninety nine thousand seven hundred dollars ($1,899,700) for the Extended Term. For the Initial Term and an Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk	Shain Thomas, CEO
City of Redlands	TESCO Controls, Inc.
35 Cajon Street	8440 Florin Road
P.O. Box 3005 (mailing)	Sacramento, CA, 95828
Redlands, CA 92373	sthomas@tescocontrols.com
jdonaldson@cityofredlands.org	(916) 395-8800
(909) 798-7531	(916) 429-2817

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	TESCO CONTROLS, INC.
By: _____	By: _____
Paul T. Barich, Mayor	Shain Thomas, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services are inclusive of the instrumentation and controls required to upgrade **thirty-one (31)** sites operating within the City of Redlands' (City) water distribution system. The new control panels, instrumentation, and services listed in the *Scope of Supply* below have been quoted in conformance with the plans and specifications (*section 16010*) engineered for the City's CIP **Project No. 501006**.

Additionally, the electrical and mechanical trade work required of the new panel and instrumentation installations is also included under TESCO's scope quoted herein. Refer to the *Scope of Supply* below for a complete listing of the materials and services to be provided by TESCO on this project.

Scope of Supply

		CONTROL PANEL & INSTRUMENTATION UPGRADES
1	1	**2330 BOOSTER PUMP STATION [RTU-80]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ 4-Channel AO Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing

Item	Qty	Description
		▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Pressure Transmitter (B-BOO PIT-61) ▪ Pressure Switch (B-BOO PSH-61) ▪ Flow Meter (B-BOO FIT-72) ▪ (3) Intrusion Switches (B-BOO ZS-92, 93, & 94)
2	1	**AGATE WELL #1 [RTU-30]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing****

Item	Qty	Description
		Instrumentation to include: ▪ Level Transmitter (W-AGA LT-41) ▪ Pressure Transmitter (W-AGA PIT-61) ▪ Pressure Switch (W-AGA PSH-61) ▪ Flow Meter (W-AGA FIT-71)
3	1	**AIRPORT WELL #1 [RTU-31]** **Motor Control Center to include:** ▪ Pad-Mount Exterior NEMA 3R Weather Wrap Galvanized Steel Enclosure ▫ Dimensions: 90"H x 176"W x 32"D ▫ (3) Weather Wrap Sections ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Powder Coated Camel Tan ▪ Pad-Mount Interior NEMA 1 Galvanized Steel Enclosure ▫ 480VAC, 800A, 3-Phase, 35kAIC ▫ (5) Sections: Metering, Power Distribution, ATS (*Future*), Pump Controls, & RTU ▫ Section Depth: 20" ▫ Backpans per Layout ▪ Provisions for 800A SCE Utility Meter ▪ 800A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 10kVA Transformer ▪ 12-Circuit Panelboard ▪ Pump/RVSS Thermal Magnetic Circuit Breaker ▪ 400HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices ▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required

Item	Qty	Description
		▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Instrumentation</u> to include: ▪ Level Transmitter (W-AIR1 LT-41) ▪ Pressure Transmitter (W-AIR1 PIT-61) ▪ Pressure Switch (W-AIR1 PSH-61) ▪ Flow Transmitter (W-AIR1 FIT-71) ▪ Intrusion Switch (W-AIR1 ZS-92) <u>Arc Flash Risk Assessment</u> to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
4	1	**<u>AIRPORT WELL #2 [RTU-32]</u>** **<u>Control Panel</u> to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated <u>Camel Tan</u> ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz <u>Remote</u> Radio

Item	Qty	Description
		▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-AIR2 LT-41) ▪ Pressure Transmitter (W-AIR2 PIT-61) ▪ Pressure Switch (W-AIR2 PSH-61) ▪ Flow Transmitter (W-AIR2 FIT-71) ▪ Intrusion Switch (W-AIR2 ZS-92)
5	1	**CALIFORNIA STREET WELL [RTU-33]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 36"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch

Item	Qty	Description
		▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Instrumentation</u> to include: ▪ (2) Level Transmitters (W-CAL LT-41 & LIT-51) ▪ Pressure Transmitter (W-CAL PIT-61) ▪ Pressure Switch (W-CAL PSH-61)

6	1	**<u>CHICKEN HILL WELL [RTU-34]</u>**
		<u>Motor Control Center</u> to include:
		▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure
		  ▫ 480VAC, 200A, 3-Phase, 35kAIC
		  ▫ Dimensions: 60"H x 90"W x 20"D
		  ▫ (3) Sections: Metering / Power Distribution, Pump Controls, & RTU
		  ▫ 3-Point Door Latches with Pad-Lockable Hasps
		  ▫ Panel Top Sunshade
		  ▫ Backpans per Layout
		  ▫ Powder Coated <u>Camel Tan</u>
		▪ Provisions for 200A SCE Utility Meter
		▪ 200A Main Disconnect Breaker
		▪ 3-Pole Power Distribution Block
		▪ 5kVA Transformer
		▪ 12-Circuit Panelboard
		▪ Pump/RVSS Thermal Magnetic Circuit Breaker
		▪ 100HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM
		▪ Control Power Transformer
		▪ Set of Pump Controls & Pilot Devices
		  ▫ HOA Switch
		  ▫ Push Buttons
		  ▫ Indicator Lights
		  ▫ Elapsed Time Meter
		▪ Power Failure Relay
		▪ EMI/RFI Power Line Filter
		▪ 24VDC Power Supply
		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ (2) 16-Point DI Modules
		  ▫ 16-Point DO Module
		  ▫ 8-Channel AI Module
		  ▫ Screw Terminal Strips & Slot Covers as required
		▪ C-more 12" Touchscreen OIT
		▪ MDS Orbit 900MHz <u>Remote</u> Radio
		  ▫ Yagi Directional Antenna
		  ▫ Lightning Arrestor
		  ▫ Coaxial Cable as required

Item	Qty	Description
		▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Instrumentation</u> to include: ▪ Level Transmitter (W-CHI LT-41) ▪ Pressure Transmitter (W-CHI PIT-61) ▪ Pressure Switch (W-CHI PSH-61) ▪ Flow Transmitter (W-CHI FIT-71) <u>Arc Flash Risk Assessment</u> to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
7	1	**<u>CHURCH STREET WELL [RTU-35]</u>** **<u>Control Panel Retrofit</u> to include:** ▪ Preassembled Backpan (*mounted within RTU section of existing MCC enclosure*) ▫ Dimensions: 68"H x 22.5"W ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz <u>Remote</u> Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*)

Item	Qty	Description
		▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-CHU LT-41) ▪ Pressure Transmitter (W-CHU PIT-61) ▪ Intrusion Switch (W-CHU ZS-92)
8	1	**COOLIE HAT FLOW MONITOR [RTU-93]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Current Loop Isolator/Splitter (*4-20mA Flow Signal*) ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Intrusion Switch (F-COO ZS-92)
9	1	**CRAFTON WELL [RTU-59]**

Item	Qty	Description
		Motor Control Center to include: ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ 480VAC, 400A, 3-Phase, 35kAIC ▫ Dimensions: 72"H x 156"W x 24"D ▫ (5) Sections: Utility Pull Section, Metering, Power Distribution, Pump Controls, & RTU ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Backpans per Layout ▫ Powder Coated Camel Tan ▪ Provisions for 400A SCE Utility Meter ▪ 400A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 10kVA Transformer ▪ 12-Circuit Panelboard ▪ Pump/RVSS Thermal Magnetic Circuit Breaker ▪ 200HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices ▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****Includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include:

Item	Qty	Description

		▪ Level Transmitter (W-CRA LT-41)
		▪ Pressure Transmitter (W-CRA PIT-61)
		▪ Pressure Switch (W-CRA PSH-61)
		▪ Flow Transmitter (W-CRA FIT-71)
		
		Arc Flash Risk Assessment to include:
		▪ Electrical Equipment Data Collection
		▪ Arc Flash Report
		  ▫ Single-Line Diagram
		  ▫ Fault & Short Circuit Analysis
		  ▫ Overcurrent Protection Device Coordination Study
		  ▫ Electrical Equipment Evaluation
		  ▫ Electrical Hazards Mitigation Analysis
		  ▫ Arc Flash Incident Energy Levels & PPE Requirements
		▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)

10	1	**CRESCENT & CROWN PRESSURE MONITOR [RTU-91]**
		Control Panel to include:
		▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure
		  ▫ Dimensions: 60"H x 30"W x 18"D
		  ▫ Single Section Configuration (Exterior & Dead-Front Doors)
		  ▫ 3-Point Door Latch with Pad-Lockable Hasp
		  ▫ Panel Top & Rear Sunshades
		  ▫ Backpan per Layout
		  ▫ Exterior Powder Coated Camel Tan
		▪ Circuit Breakers as required
		▪ Power Failure Relay
		▪ EMI/RFI Power Line Filter
		▪ 24VDC Power Supply
		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ 16-Point DI Module
		  ▫ 8-Channel AI Module
		  ▫ Screw Terminal Strips & Slot Covers as required
		▪ C-more 7" Touchscreen OIT
		▪ MDS Orbit 900MHz Remote Radio
		  ▫ Yagi Directional Antenna
		  ▫ Lightning Arrestor
		  ▫ Coaxial Cable as required
		  ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*)
		  ▫ Cable Grounding & Weatherproofing
		▪ 5-Port Unmanaged Ethernet Switch
		▪ GFCI Convenience Receptacle
		▪ Service Light with Switch
		▪ Fan Kit with Filtered Louvers
		▪ Condensation Heater with Thermostat
		▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required
		****includes panel fabrication, assembly, wiring, & factory testing****

Item	Qty	Description
		Instrumentation to include: ▪ Pressure Transmitter (P-CRE PIT-61)
11	1	**EAST LUGONIA WELL #3 [RTU-36]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****Includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-ELU3 LT-41) ▪ Pressure Transmitter (W-ELU3 PIT-61) ▪ Pressure Switch (W-ELU3 PSH-61) ▪ Flow Transmitter (W-ELU3 FIT-71) ▪ (2) Intrusion Switches (W-ELU3 ZS-92 & ZS-93)
12	1	**EAST LUGONIA WELL #4 [RTU-37]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors)

Item	Qty	Description
		▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ 4-Channel AO Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ (2) Level Transmitters (W-ELU4 LT-41 & LIT-51) ▪ Pressure Transmitter (W-ELU4 PIT-61) ▪ Pressure Switch (W-ELU4 PSH-61) ▪ Chlorine Analyzer (W-ELU4 AIT-81) ▪ (2) Intrusion Switches (W-ELU4 ZS-92 & ZS-93)
13	1	**EAST LUGONIA WELL #6 [RTU-38]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay

Item	Qty	Description

		▪ EMI/RFI Power Line Filter
		▪ 24VDC Power Supply
		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ (2) 16-Point DI Modules
		  ▫ 16-Point DO Module
		  ▫ (2) 8-Channel AI Modules
		  ▫ Screw Terminal Strips & Slot Covers as required
		▪ C-more 12" Touchscreen OIT
		▪ MDS Orbit 900MHz Remote Radio
		  ▫ Yagi Directional Antenna
		  ▫ Lightning Arrestor
		  ▫ Coaxial Cable as required
		  ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*)
		  ▫ Cable Grounding & Weatherproofing
		▪ 5-Port Unmanaged Ethernet Switch
		▪ GFCI Convenience Receptacle
		▪ Service Light with Switch
		▪ Fan Kit with Filtered Louvers
		▪ Condensation Heater with Thermostat
		▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required
		****includes panel fabrication, assembly, wiring, & factory testing****
		
		Instrumentation to include:
		▪ (2) Level Transmitters (W-ELU6 LT-41 & LIT-51)
		▪ Pressure Transmitter (W-ELU6 PIT-61)
		▪ Flow Transmitter (W-ELU6 FIT-71)
		▪ Chlorine Analyzer (W-ELU6 AIT-81)

14	1	**HOG CANYON WELL #2 [RTU-39]**
		Control Panel to include:
		▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure
		  ▫ Dimensions: 60"H x 30"W x 18"D
		  ▫ Single Section Configuration (Exterior & Dead-Front Doors)
		  ▫ 3-Point Door Latch with Pad-Lockable Hasp
		  ▫ Panel Top & Rear Sunshades
		  ▫ Backpan per Layout
		  ▫ Exterior Powder Coated Camel Tan
		▪ Circuit Breakers as required
		▪ Power Failure Relay
		▪ EMI/RFI Power Line Filter
		▪ 24VDC Power Supply
		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ (2) 16-Point DI Modules

Item	Qty	Description
		▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** **Radio Panel to include:** ▪ Wall-Mount NEMA 3R Aluminum Enclosure ▫ Dimensions: 20"H x 20.5"W x 12"D ▫ Single Section Configuration ▫ Single-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Front Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Autumn White ▪ Circuit Breaker ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ Filtered Louvers ▪ DIN Rail, Terminal Blocks, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-HOG2 LT-41) ▪ Pressure Transmitter (W-HOG2 PIT-61) ▪ Pressure Switch (W-HOG2 PSH-61) ▪ Flow Transmitter (W-HOG2 FIT-71)
15	1	**MADEIRA WELL [RTU-40]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply

Item	Qty	Description

		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ (2) 16-Point DI Modules
		  ▫ 16-Point DO Module
		  ▫ (2) 8-Channel AI Modules
		  ▫ Screw Terminal Strips & Slot Covers as required
		▪ C-more 12" Touchscreen OIT
		▪ MDS Orbit 900MHz Remote Radio
		  ▫ Yagi Directional Antenna
		  ▫ Lightning Arrestor
		  ▫ Coaxial Cable as required
		  ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*)
		  ▫ Cable Grounding & Weatherproofing
		▪ 5-Port Unmanaged Ethernet Switch
		▪ GFCI Convenience Receptacle
		▪ Service Light with Switch
		▪ Fan Kit with Filtered Louvers
		▪ Condensation Heater with Thermostat
		▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required
		****includes panel fabrication, assembly, wiring, & factory testing****
		
		Instrumentation to include:
		▪ Level Transmitter (W-MAD LT-41)
		▪ Pressure Transmitter (W-MAD PIT-61)
		▪ Pressure Switch (W-MAD PSH-61)
		▪ Flow Meter (W-MAD FIT-71)
		▪ (4) Intrusion Switches (W-MAD ZS-92, ZS-93A, ZS-93B, & ZS-93C)

16	1	**MAGUET WELL #2 [RTU-41]**
		Motor Control Center to include:
		▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure
		  ▫ 480VAC, 200A, 3-Phase, 35kAIC
		  ▫ Dimensions: 60"H x 108"W x 20"D
		  ▫ (4) Sections: Metering / Power Distribution, ATS (*Future*), Pump Controls, & RTU
		  ▫ 3-Point Door Latches with Pad-Lockable Hasps
		  ▫ Panel Top Sunshade
		  ▫ Backpans per Layout
		  ▫ Powder Coated Camel Tan
		▪ Provisions for 200A SCE Utility Meter
		▪ 200A Main Disconnect Breaker
		▪ 3-Pole Power Distribution Block
		▪ 5kVA Transformer
		▪ 12-Circuit Panelboard
		▪ Well Pump Motor MCP Breaker
		▪ NEMA Size 3 FVNR Starter
		▪ Control Power Transformer
		▪ Set of Pump Controls & Pilot Devices

Item	Qty	Description
		▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ (2) Level Transmitters (W-MAG2 LT-41 & LIT-51) ▪ Pressure Transmitter (W-MAG2 PIT-61) ▪ Pressure Switch (W-MAG2 PSH-61) ▪ Flow Transmitter (W-MAG2 FIT-71) ▪ Chlorine Analyzer (W-MAG2 AIT-81) ▪ (4) Intrusion Switches (W-MAG2 ZS-92, ZS-93A, ZS-93B, & ZS-93C) Arc Flash Risk Assessment to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
17	1	**MENTONE ACRES WELL #2 [RTU-42]**

Item	Qty	Description
		Motor Control Center to include: ▪ Pad-Mount Exterior NEMA 3R Weather Wrap Galvanized Steel Enclosure ▫ Dimensions: 90"H x 140"W x 32"D ▫ (2) Weather Wrap Sections ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Powder Coated Camel Tan ▪ Pad-Mount Interior NEMA 1 Galvanized Steel Enclosure ▫ 480VAC, 800A, 3-Phase, 35kAIC ▫ (4) Sections: Metering, Power Distribution, Pump Controls, & RTU ▫ Section Depth: 20" ▫ Backpans per Layout ▪ Provisions for 800A SCE Utility Meter ▪ 800A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 10kVA Transformer ▪ 12-Circuit Panelboard ▪ Pump/RVSS Thermal Magnetic Circuit Breaker ▪ 300HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices ▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays,

Item	Qty	Description
		Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Instrumentation</u> to include: ▪ Level Transmitter (W-MEN2 LT-41) ▪ Pressure Transmitter (W-MEN2 PIT-61) ▪ Flow Transmitter (W-MEN2 FIT-71) ▪ Intrusion Switch (W-MEN2 ZS-92) <u>Arc Flash Risk Assessment</u> to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
18	1	**<u>MENTONE & CRAFTON VALVE VAULT [RTU-85]</u>** **<u>Control Panel</u> to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated <u>Camel Tan</u> ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ MDS Orbit 900MHz <u>Remote</u> Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers

Item	Qty	Description
		▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Instrumentation</u> to include: ▪ (2) Pressure Transmitters (V-MEN PIT-61 & PIT-62) ▪ (2) Flow Meters (V-MEN FIT-71 & FIT-72)

19	1	**<u>MILL CREEK WELL #2 [RTU-43]</u>**
		<u>Control Panel</u> to include:
		▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure
		  ▫ Dimensions: 60"H x 30"W x 18"D
		  ▫ Single Section Configuration (Exterior & Dead-Front Doors)
		  ▫ 3-Point Door Latch with Pad-Lockable Hasp
		  ▫ Backpan per Layout
		  ▫ Exterior Powder Coated <u>Camel Tan</u>
		▪ Circuit Breakers as required
		▪ Power Failure Relay
		▪ EMI/RFI Power Line Filter
		▪ 24VDC Power Supply
		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ (2) 16-Point DI Modules
		  ▫ 16-Point DO Module
		  ▫ 8-Channel AI Module
		  ▫ Screw Terminal Strips & Slot Covers as required
		▪ C-more 12" Touchscreen OIT
		▪ MDS Orbit 900MHz <u>Access Point</u> Radio
		  ▫ Omni Antenna
		  ▫ Lightning Arrestor
		  ▫ Coaxial Cable as required
		  ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*)
		  ▫ Cable Grounding & Weatherproofing
		▪ Cellular Modem
		▪ 8-Port Managed Ethernet Switch
		▪ GFCI Convenience Receptacle
		▪ Service Light with Switch
		▪ Fan Kit with Filtered Louvers
		▪ Condensation Heater with Thermostat
		▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required
		****includes panel fabrication, assembly, wiring, & factory testing****
		
		<u>Power Distribution Equipment</u> to include:
		▪ 5kVA Mini Power Zone (*480V-120/240V, 1-Phase*)
		
		<u>Instrumentation</u> to include:
		▪ Level Transmitter (W-MIL2 LT-41)

Item	Qty	Description
		▪ Pressure Switch (W-MIL2 PSH-61) ▪ Flow Transmitter (W-MIL2 FIT-71) ▪ Intrusion Switch (W-MIL2 ZS-92)
20	1	**MILL CREEK WELL #2A [RTU-44]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Power Distribution Equipment to include: ▪ 5kVA Mini Power Zone (*480V-120/240V, 1-Phase*) Instrumentation to include: ▪ Level Transmitter (W-MIL2A LT-41) ▪ Pressure Switch (W-MIL2A PSH-61) ▪ Flow Transmitter (W-MIL2A FIT-71)
21	1	**MILL CREEK WELL #4 [RTU-45]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure

Item	Qty	Description
		▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Power Distribution Equipment to include: ▪ 5kVA Mini Power Zone (*480V-120/240V, 1-Phase*) Instrumentation to include: ▪ Level Transmitter (W-MIL4 LT-41) ▪ Pressure Switch (W-MIL4 PSH-61) ▪ Flow Transmitter (W-MIL4 FIT-71) ▪ Intrusion Switch (W-MIL4 ZS-92)
22	1	**MUNI WELL [RTU-47]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout

Item	Qty	Description
		▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Interposing Relays & Current Loop Isolators/Splitters as required (*duplication of site monitored signals*) ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-MUN LT-41) ▪ Pressure Transmitter (W-MUN PIT-61) ▪ Pressure Switch (W-MUN PSH-61) ▪ Intrusion Switch (W-MUN ZS-92)
23	1	**NEW YORK STREET WELL [RTU-58]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC

Item	Qty	Description
		▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-NYS LT-41) ▪ Pressure Transmitter (W-NYS PIT-61) ▪ Pressure Switch (W-NYS PSH-61) ▪ Flow Meter (W-NYS FIT-71) ▪ Intrusion Switch (W-NYS ZS-92)
24	1	**ORANGE STREET WELL [RTU-50]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT

Item	Qty	Description
		▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-ORA LT-41) ▪ Pressure Transmitter (W-ORA PIT-61) ▪ Flow Meter (W-ORA FIT-72) ▪ Intrusion Switch (W-ORA ZS-92)
25	1	**REDLANDS HEIGHTS WELL [RTU-51]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 72"H x 36"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 480/120VAC Safety Barrier ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ 3kVA Transformer ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ 8-Port Managed Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, &

Item	Qty	Description
		Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** **<u>Radio Panel</u> to include:** ▪ Wall-Mount NEMA 3R Aluminum Enclosure ▫ Dimensions: 20"H x 20.5"W x 12"D ▫ Single Section Configuration ▫ Single-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Front Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated <u>Autumn White</u> ▪ Circuit Breakers as required ▪ MDS Orbit 150MHz <u>Remote</u> Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit ▫ Cable Grounding & Weatherproofing ▪ Cellular Modem ▫ Omni Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit ▫ Cable Grounding & Weatherproofing ▪ Filtered Louvers ▪ DIN Rail, Terminal Blocks, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** **<u>I/O Radio Panel</u> to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 30"H x 24"W x 12"D ▫ Single Section Configuration ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated <u>Camel Tan</u> ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ MDS Orbit 150MHz <u>Remote</u> Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ Moxa Ethernet Remote I/O Module ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Filtered Louvers ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, &

Item	Qty	Description
		Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Antenna Mast</u> to include: ▪ 30' Universal Aluminum Tower with 4' Base (*Foundation & Installation by Others*) ▪ Tower & Base Hinged Assembly (*mast fold down capability*) <u>Instrumentation</u> to include: ▪ Level Transmitter (W-RED LT-41) ▪ Flow Transmitter (W-RED FIT-71)
26	1	**<u>REES WELL [RTU-52]</u>** **<u>Control Panel</u> to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 72"H x 30"W x 18"D ▫ Single Section Configuration ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated <u>Camel Tan</u> ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (3) 16-Point DI Modules ▫ 16-Point DO Module ▫ (3) 8-Channel AI Modules ▫ 4-Channel AO Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz <u>Remote</u> Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Instrumentation</u> to include: ▪ Level Transmitter (W-REE LT-41)

Item	Qty	Description
		▪ (4) Pressure Transmitters (W-REE PIT-61, PIT-62, PIT-63A, & PIT-63B) ▪ (3) Differential Pressure Transmitters (W-REE DPIT-64A, DPIT-64B, & DPIT-65) ▪ (3) Intrusion Switches (W-REE ZS-84, ZS-92, & ZS-93)
27	1	**<u>TATE WATER TREATMENT PLANT</u>** <u>Main PLC Control Panel Retrofit</u> to include: ▪ Modicon M580 PLC (Main) ▫ 2-Rack Configuration with X80 Backplane Expander Kit — 12-Slot Backplane — 8-Slot Backplane ▫ (2) AC Power Supplies ▫ M580 Level 2 CPU ▫ (2) 16-Point Digital Input Modules (AC) ▫ (2) 32-Point Digital Input Modules (DC) ▫ (2) 16-Point Digital Output Modules (Relay/NO) ▫ (3) 8-Channel Analog Input Modules (Isolated) ▫ (3) 4-Channel Analog Output Modules (Isolated) ▫ Removable Terminal Blocks, Prewired Cables, & Spare Slot Covers as required ▪ 8-Port Managed Ethernet Switch ▪ EMI/RFI Power Line Filter ▪ 1500VA Uninterruptable Power Supply ▪ 24VDC Power Supply ▪ DIN Rails, Terminal Blocks, Circuit Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes prefabrication, assembly, wiring, & factory testing**** <u>RIO-1 Panel Retrofit</u> to include: ▪ Modicon X80 Remote I/O (Drop 1) ▫ 8-Slot Backplane ▫ AC Power Supply ▫ X80 Ethernet I/O Drop Adapter ▫ 32-Point Digital Input Module (DC) ▫ 16-Point Digital Output Module (Relay/NO) ▫ 8-Channel Analog Input Module (Isolated) ▫ (2) 4-Channel Analog Output Modules (Isolated) ▫ Removable Terminal Blocks, Prewired Cables, & Spare Slot Covers as required ▪ EMI/RFI Power Line Filter ▪ 1500VA Uninterruptable Power Supply ▪ 24VDC Power Supply ▪ DIN Rails, Terminal Blocks, Circuit Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes prefabrication, assembly, wiring, & factory testing**** <u>RIO-2 Panel Retrofit</u> to include: ▪ Modicon X80 Remote I/O (Drops 2 & 3) ▫ 3-Rack Configuration with X80 Backplane Expander Kit — (2) 12-Slot Backplanes — 8-Slot Backplane ▫ (3) AC Power Supplies

Item	Qty	Description
		▫ (2) X80 Ethernet I/O Drop Adapters ▫ (14) 16-Point Digital Input Modules (AC) ▫ (4) 16-Point Digital Output Modules (DC) ▫ (5) 8-Channel Analog Input Modules (Isolated) ▫ (6) 4-Channel Analog Output Modules (Isolated) ▫ Removable Terminal Blocks, Prewired Cables, & Spare Slot Covers as required ▪ EMI/RFI Power Line Filter ▪ 1500VA Uninterruptable Power Supply ▪ (2) 24VDC Power Supplies ▪ DIN Rails, Terminal Blocks, Circuit Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes prefabrication, assembly, wiring, & factory testing****
28	1	**<u>WABASH & I-10 PRESSURE MONITOR [RTU-92]</u>** **<u>Control Panel</u> to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 72"H x 36"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 480/120VAC Safety Barrier ▫ Splash Guard ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated <u>Camel Tan</u> ▪ 3kVA Transformer ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ Cellular Modem ▪ 8-Port Managed Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** <u>Instrumentation</u> to include: ▪ Pressure Transmitter (P-WAB PIT-61)

Item	Qty	Description
29	1	**WELL #34 [RTU-53]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Pressure Transmitter (W-WELL34 PIT-61) ▪ Chlorine Analyzer (W-WELL34 AIT-81) ▪ (2) Intrusion Switches (W-WELL34 ZS-92 & ZS-93)
30	1	**WELL #38 [RTU-56]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay

Item	Qty	Description

		▪ EMI/RFI Power Line Filter
		▪ 24VDC Power Supply
		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ (2) 16-Point DI Modules
		  ▫ 16-Point DO Module
		  ▫ (2) 8-Channel AI Modules
		  ▫ Screw Terminal Strips & Slot Covers as required
		▪ C-more 12" Touchscreen OIT
		▪ MDS Orbit 900MHz Remote Radio
		  ▫ Yagi Directional Antenna
		  ▫ Lightning Arrestor
		  ▫ Coaxial Cable as required
		  ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*)
		  ▫ Cable Grounding & Weatherproofing
		▪ 5-Port Unmanaged Ethernet Switch
		▪ GFCI Convenience Receptacle
		▪ Service Light with Switch
		▪ Fan Kit with Filtered Louvers
		▪ Condensation Heater with Thermostat
		▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required
		****includes panel fabrication, assembly, wiring, & factory testing****
		
		Instrumentation to include:
		▪ Level Transmitter (W-WELL38 LT-41)
		▪ Pressure Transmitter (W-WELL38 PIT-61)
		▪ Pressure Switch (W-WELL38 PSH-61)
		▪ Flow Meter (W-WELL38 FIT-72)
		▪ (4) Intrusion Switches (W-WELL38 ZS-92, ZS-93, ZS-94, & ZS-95)

31	1	**WELL #39 [RTU-57]**
		Control Panel to include:
		▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure
		  ▫ Dimensions: 60"H x 30"W x 18"D
		  ▫ Single Section Configuration (Exterior & Dead-Front Doors)
		  ▫ 3-Point Door Latch with Pad-Lockable Hasp
		  ▫ Backpan per Layout
		  ▫ Exterior Powder Coated Camel Tan
		▪ Circuit Breakers as required
		▪ Power Failure Relay
		▪ EMI/RFI Power Line Filter
		▪ 24VDC Power Supply
		▪ (2) 12VDC Backup Batteries & Charger
		▪ Modicon M340 PLC
		  ▫ 8-Slot Backplane
		  ▫ Power Supply
		  ▫ Processor Module
		  ▫ (2) 16-Point DI Modules

Item	Qty	Description
		▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-WELL39 LT-41) ▪ Pressure Transmitter (W-WELL39 PIT-61) ▪ Pressure Switch (W-WELL39 PSH-61) ▪ Flow Transmitter (W-WELL39 FIT-71) ▪ Flow Meter (W-WELL39 FIT-72) ▪ (4) Intrusion Switches (W-WELL39 ZS-92, ZS-93, ZS-94, & ZS-95)
32	Lot	**Professional Services to include:** ▪ Project Management ▫ project initiation, contract administration, schedule of values, decision & submittal logs, project scheduling & coordination, planning & resource loading, and payment applications & billings ▪ Engineering ▫ engineered bill of materials, engineered shop drawings, equipment schematics, engineered submittals, technical data, as-built documentation, and project records ▫ Tate Water Treatment Plant — review with the City the latest as-installed drawings revised by TESCO (*T-42335XA*) for the Main, RIO-1, and RIO-2 PLC control panels at the Tate WTP and determine the I/O points to be integrated with the new PLC hardware; identify new, remaining, and to be removed I/O ▪ PLC/OIT Programming ▫ program each local M340 PLC and C-more OIT based on the monitoring/control requirements of each site — coordinate technical workshops with the City as required to fully define individual site process controls ▫ utilize program standards developed during Phase 1 of the City's CIP Project No. 71349 (*T-37335X1/3*)

Item	Qty	Description
		▫ Tate Water Treatment Plant — conduct a technical workshop with the City to redefine the control logic required of the new PLC hardware and to be programmed to the M580 and X80 I/O platform — coordinate with the Project Engineer and the City to confirm the updated I/O list and requirements for each control panel — program the new M580 PLC as required of the Tate WTP process control areas and according to the logic requirements defined through the technical workshop — provide the SCADA Programmer with a revised I/O list and mapping of the PLC registers to facilitate the reassignment of SCADA tags — verify the newly developed PLC program functions properly and correctly executes automated control of the plant processes ▪ <u>SCADA Programming</u> ▫ modify the existing Wonderware InTouch SCADA application hosted at the HAWC and Tate WTP facilities as required to conform with the screen/graphics standards developed during the Phase 1 project ▫ verify the SCADA tag database aligns with the registers of the new M340 PLCs ▫ Tate Water Treatment Plant — reassign the Wonderware InTouch SCADA tags as required to accommodate the upgraded PLC program at the Tate WTP — modify the SCADA tag database as required to align with the updated I/O points — implement the required SCADA updates and modifications across both Wonderware InTouch applications hosted at the HAWC (*primary*) and Tate WTP (*secondary*) facilities — verify communications are maintained between the Wonderware SCADA system and the upgraded M580 PLC platform ▪ <u>Networking/Communications/Telemetry</u> ▫ configure each radio and cellular modem required for establishing communications with the existing high-speed backbone network ▫ test and verify that the new radio/cellular links communicate reliably ▫ Tate Water Treatment Plant — assist with any protocol conversions required to maintain communications between the PLC and SCADA networks — configuration of the managed Ethernet switch to be equipped with the main PLC control at the Tate WTP ▪ <u>Field Service / Product Startup</u>

Item	Qty	Description
		▫ product quality review, verification of installation, parameter/configuration adjustments as required, software upload/download as required, instrument/device signal spanning, function checks, and startup ▫ Tate Water Treatment Plant — retrofit the new M580 and X80 I/O PLC hardware within the existing Main, RIO-1, and RIO-2 control panels at the Tate WTP — rewire between the new PLC hardware and existing panel terminal blocks as required of the updated I/O layout ▪ <u>Onsite Training</u> ▪ <u>O&M Manuals</u>
33	Lot	**Electrical Contractor (Hydrotech Electric) Installation Services to include:** ▪ selective electrical demolition as depicted on the engineered plans/drawings ▪ disposal of equipment not salvaged by the City ▪ installation of TESCO-furnished equipment as depicted on the drawings, including the following: ▫ MCCs ▫ Mini Power Zones ▫ Wall-Mount RTU Panels ▫ Pedestal/Pad-Mount RTU Panels ▫ Radio Panels ▫ Pressure Switches, Limit Switches, Level Transmitters, & Pressure Transmitters ▫ Yagi & Omni Antennas ▪ stainless steel stanchions for electrical boxes and enclosures furnished by Hydrotech Electric ▪ conduits, boxes, and wiring as depicted on the drawings ▪ temporary signal wiring to the existing MOSCAD RTUs as required ▪ grounding system as indicated on the drawings or as required by local codes and NEC ▪ excavation, backfill, and compaction for equipment and conduit installations as required ▪ concrete pads as required for the new MCCs and RTU pedestals ▪ saw cutting, removal, and replacement of concrete as required for equipment and conduit installations ▪ foundation construction for TESCO-furnished 30' tower at Redlands Heights Well ▪ supply and install of (1) 25' antenna pole for Mill Creek Well 2A with concrete foundation ▪ supply and install of (27) 15' tall, 2" diameter GRC antenna masts ▪ assistance with startup, commissioning, and testing of TESCO-furnished equipment
34	Lot	**Mechanical Contractor (Schuler Constructors) Installation Services to include:** ▪ installation of TESCO-furnished flow meters and pressure/level instrumentation ▪ supply and installation of (9) Cla-Val control valves on pump-to-

Item	Qty	Description
		waste pipelines, including valve limit/position switches ▪ supply and installation of (2) AUMA motorized actuators and valves on pump-to-waste pipelines, including valve limit/position switches ▪ supply and installation of (2) check valves on discharge pipelines ▪ relocate (3) existing check valves on discharge pipelines ▪ 3/4" taps and 3000lb carbon steel half couplings as required of pipeline valves and TESCO-furnished instrumentation ▪ concrete pads and pipe supports as required for instrumentation installs and pipeline modifications ▪ loose flanges, nuts, bolts, and gaskets as required of the new control valve installations
35	Lot	**Payment & Performance Bond (2-Year Project Duration)**

Premium for Contract Term Subject to
Adjustments Based on Final Contract Price

Bond No. CA4128396
Premium $38,433.00

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and TESCO Controls, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to CIP Water Distribution SCADA System Upgrade (the "Work"), which said agreement, dated December 7, 2021, 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 five million seventy two thousand two hundred dollars ($5,072,200) 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 December 2, 2021.

(SEAL)
Tesco Controls, Inc.
(Contractor)
(Signature) SHAIN THOMAS, CEO

(SEAL)
Great American Insurance Company
(Surety)
BY:
(Signature) Elizabeth Collodi, Attorney-in-Fact

Address:
301 E Fourth Street
Cincinnati, OH 45202

Telephone(530) 895-1010

(Seal and Notarial Acknowledgment of Surety)

L:\ca\djm\Agreements\Tesco Controls Agreement.NPS-2.2.FY21-0044.doc.jn

Issued in duplicate original

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On December 3, 2021 before me, Allison K Hunter, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ALLISON K. HUNTER
Notary Public - California
Sacramento County
Commission # 2357076
My Comm. Expires May 11, 2025

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On December 2, 2021 before me, Hunter Smithson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

HUNTER SMITHSON
COMM. # 2372866
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires AUG 29, 2025

Signature _____ **(Seal)**

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 24

No. 0 21673

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name				Address	Limit of Power
JOHN HOPKINS	JENNIFER LAKMANN	KRISTIE PHILLIPS	JASON MARCH	ALL OF CHICO,CALIFORNIA	ALL
ELIZABETH COLLODI	BRAD ESPINOSA	CLAUDINE GORDIN	MATTHEW FOSTER		$100,000,000
SARA WALLISER	JESSICA MONIUX	MICHAEL K. FEENEY	SARAH OTTO		
RENEE RAMSEY	DEANNA QUINTERO	SAMANTHA WATKINS	MARY COLLINS		
JOHN J. WEBER	K. COREY WARD	BILL RAPP	PAULA SENNA		
STEVEN L. WILLIAMS	MARISSA ROBINSON	TONY CLARK	PAMELA SEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of JULY, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of JULY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of December, 2021.

Assistant Secretary

EXHIBIT "C"

PRICE AND FEE BID

Phase 2 (Fiscal Year 2021-2022)

2330 Booster Pump Station	$134,050.00
Airport Well #1	$289,600.00
Airport Well #2	$152,950.00
Chicken Hill Well	$196,950.00
Church Street Well	$130,400.00
Coolie Hat Flow Monitor	$45,850.00
Crafton Well	$211,750.00
Hog Canyon Well #2	$135,500.00
Madeira Well	$152,850.00
Maguet Well #2	$242,600.00
Mentone Acres Well #2	$254,550.00
Mill Creek Well #2	$155,700.00
Mill Creek Well #2A	$155,500.00
Orange Street Well	$164,550.00
Rees Well	$210,700.00
Tate Water Treatment Plant	$373,300.00
Well #38	$166,900.00
Well #39	$171,500.00
Contingency (10%) *	$334,520.00
PHASE 2 SUBTOTAL:	**$3,679,720.00**

Phase 3 (Fiscal Year 2022-2023)

Agate Well #1	$133,600.00
California Street Well	$128,100.00
Crescent & Crown Pressure Monitor	$72,250.00
East Lugonia Well #3	$149,050.00
East Lugonia Well #4	$158,300.00
East Lugonia Well #6	$155,150.00
Mentone & Crafton Valve Vault	$100,650.00
Mill Creek Well #4	$162,800.00
Muni Well	$155,850.00
New York Street Well	$125,050.00
Redlands Heights Well	$199,000.00
Wabash & I-10 Pressure Monitor	$86,500.00
Well #34	$100,700.00
Contingency (10%) *	$172,700.00
PHASE 3 SUBTOTAL:	**$1,899,700.00**
GRAND TOTAL (Phases 2 & 3):	**$5,579,420.00**

* *Contingency (10%): Contingency will be used for unforeseen work not covered within all other tasks shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the proposal for this project. Any work required that is outside of the proposed cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.*

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

TESCO CONTROLS, INC.

By: _____ Date: 12/3/2021

Shain Thomas, CEO

City Council/Successor Agency Meeting **J. 11.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve amendments to the Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water Department for the development of a Salt Mitigation Plan and Feasibility Study (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move City Council approve the amended Memorandum of Understanding for the Mitigation of Salt Loading in the Bunker Hill-B Management Zone and the amended Cost Share Agreement for Bunker Hill-B Management Zone Feasibility Study.

RECOMMENDATION:

Staff recommends City Council approve the amended Memorandum of Understanding for the Mitigation of Salt Loading in the Bunker Hill-B Management Zone and the amended Cost Share Agreement for Bunker Hill-B Management Zone Feasibility Study.

DISCUSSION:

In 2004, the City implemented a new Membrane Bioreactor (MBR) treatment process at the Wastewater Treatment Plant (WWTP) to expand treatment capacity and allow for additional percolation of treated effluent to recharge the groundwater basin. In 2015, the San Bernardino Basin Groundwater Council was formed to regionalize the effort to maintain the health of the groundwater basin and Redlands was credited for this groundwater basin recharge in lieu of importing new water resources. Engineering for the final phase of the WWTP

Improvement Project is nearly complete and staff is developing a funding plan and construction phasing concept to move the project forward. This phase of the project will increase the WWTP treatment and recharge capacity from 6.0 MGD to 9.5 MGD.

Currently, San Bernardino Valley Municipal Water District (SBVMWD) is constructing a recycled water conveyance system and groundwater recharge facility known as the Weaver Basins. San Bernardino Municipal Water Department (SBMWD) recently began constructing a Tertiary Treatment System that will recharge treated wastewater effluent in the Weaver Basins. Similarly, East Valley Water District (EVWD) is constructing a project that will recharge treated wastewater effluent in the Weaver Basins. Although these projects are important for sustaining healthy groundwater levels, they will also increase salt loading within the basin. The Redlands project will add to this groundwater basin salt loading when it is constructed and operating. The State Water Resources Control Board's (SWRCB) Recycled Water Policy requires individual projects to include an Antidegradation Analysis to determine if assimilative capacity remains for project salt and nutrient loading. Although individual projects are permitted to consume up to ten percent (10%) of available assimilative capacity within a groundwater basin, multiple projects within the same groundwater basin may cumulatively consume up to twenty percent (20%) of available assimilative capacity.

On March 7, 2023, City Council approved a *"Memorandum of Understanding for the Mitigation of Salt Loading in the Bunker Hill-B Management Zone"* (MOU) and *"Cost Share Agreement for Bunker Hill-B Management Zone Feasibility Study"* (CSA) with the goal of proactively meeting the anticipated SWRCB requirement to develop a regional salt loading mitigation strategy. The MOU establishes the general process framework and responsibilities of each party and the CSA obligates each party to an equal cost share of twenty-five percent (25%) for the development of the Feasibility Study, facilitation services, and grant application support. City Council also appropriated additional funding of $117,000 for these services.

Recently, the parties cooperatively selected a consultant to develop the Feasibility Study and reconciled anticipated project expenses. This decreased Redlands' total anticipated project cost from $117,000 to $105,275. The amended CSA includes the updated total project cost. Furthermore, the project was also recently awarded a $274,000 Bureau of Reclamation grant, which reduces the Redlands' total anticipated cost by an additional $61,750 to $43,525. The parties also cooperatively refined the MOU to better clarify the project goals and include partnership principles.

Staff recommends City Council approval of the revised MOU and CSA.

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

STRATEGIC PLAN:
N/A

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

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

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

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

Fiscal Impact

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

Attachments

BHB MOU First Amendment
BHB Cost Share Agreement First Amendment

MEMORANDUM OF UNDERSTANDING FOR THE
MITIGATION OF SALT LOADING IN THE BUNKER HILL-B MANAGEMENT ZONE
BY AND BETWEEN
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, EAST VALLEY WATER DISTRICT,
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT, AND CITY OF REDLANDS

This Memorandum of Understanding (MOU) for the Mitigation of Total Dissolved Solids (TDS, Salt) Loading in the Bunker Hill-B Management Zone is entered into and effective on the 25th day of January 2023 among the following listed Signatories: San Bernardino Valley Municipal Water District ("Valley District"), East Valley Water District ("EVWD"), City of San Bernardino Municipal Water Department ("San Bernardino"), and City of Redlands ("Redlands"), collectively referred to as the "Parties".

Recitals

A. In 2009, the State Water Resources Control Board adopted a Recycled Water Policy that encourages public agencies to recycle municipal wastewater as it becomes an increasingly valuable source of water for the State. The Recycled Water Policy was amended in 2018 to encourage development of groundwater recharge projects using recycled water.

B. The Recycled Water Policy requires evaluation and management of salt and nutrient loading to groundwater as a result of basin-wide recycled water use for irrigation and/or recharge. Groundwater recharge project proponents are required to participate in applicable salt and nutrient management planning efforts.

C. The Recycled Water Policy also requires Antidegradation Analysis (State Water Resources Control Board Resolution 68-16) for all groundwater recharge projects to determine if assimilative capacity is available for projected salt and nutrient loading. Individual projects are permitted to consume up to 10% of available assimilative capacity in a basin, while multiple projects may consume up to 20% of available assimilative capacity.

D. Valley District is constructing the Regional Recycled Water Facilities which includes a recycled water conveyance system and a groundwater recharge facility known as the Weaver Basins. The conveyance system will allow recycled water to be conveyed from EVWD and San Bernardino facilities to the Weaver Basins.

E. EVWD is constructing Sterling Natural Resource Center, a new water reclamation facility that will recycle wastewater from EVWD's service area and recharge it via Weaver Basins into Bunker Hill-B Groundwater Management Zone.

F. San Bernardino is developing the Tertiary Treatment System, which will produce recycled water from the San Bernardino Water Reclamation Plant (WRP) with the intent of beneficially using in and around WRP for general plant use and irrigation. Valley District's recycled conveyance system will convey recycled water from the WRP and will also convey recycled water produced by EVWD via a future pipe connection to Valley District's conveyance system for recharge via Weaver Basins into Bunker Hill-B Groundwater Management Zone.

G. Redlands has existing Waste Discharge Requirements for treatment and discharge of recycled water from its service area into Bunker Hill-B Groundwater Management Zone. Phase 2 expansion of its Redlands Wastewater Treatment Facility will increase recycled water discharges via Redlands Basins.

H. The Parties believe that through their cooperative work, they can treat and discharge recycled water in a manner that will maximize benefits to the Bunker Hill-B Groundwater Management Zone, the Parties, and their ratepayers.

I. Using recycled water to replenish the Bunker Hill-B Groundwater Management Zone provides a drought tolerant water supply that improves water supply reliability for the Parties and the region and also provides a drought buffer for those agencies in the event of a prolonged drought.

J. The Parties, together with a number of other water agencies, are working together to develop a collaborative regional plan – the Upper Santa Ana River Watershed Salt & Nutrient Management Plan – that supports increasing the use of recycled water for groundwater replenishment and other purposes, while also managing groundwater quality to provide the maximum benefits to the people of the State.

K. The Upper Santa Ana River Watershed Salt & Nutrient Management Plan is a multi-year effort and will not be complete before the Parties – namely EVWD's Sterling Natural Resources Center, and potentially San Bernardino's Tertiary Treatment System and Redlands' Phase 2 expansion of its Redlands Wastewater Treatment Facility – require executed Waste Discharge Requirements for the recycled water discharge projects listed above. This MOU is intended to establish and implement salt mitigation commitments for the Parties, to be reflected in the Upper Santa Ana River Watershed Salt & Nutrient Management Plan. Salt mitigation commitments may include regional groundwater quality monitoring, brine line discharge for high-TDS industries, optimized chemical use at wastewater treatment/reclamation facilities, a regional recycled water desalter, and enhanced upstream recharge of low-TDS water.

L. The Parties wish to establish and agree to a framework for their working collaboratively toward mitigation of salt loading that will occur due to all the Parties' recycled water recharge operations within the Bunker Hill-B Groundwater Management Zone, prior to the implementation of the Upper Santa Ana River Watershed Salt & Nutrient Management Plan.

Agreements

1. The Parties agree that they will work together in good faith to develop and implement a regional approach to salt mitigation in Bunker Hill-B Groundwater Management Zone, prior to the implementation of the Upper Santa Ana River Watershed Salt & Nutrient Management Plan. This may include a regional recycled water desalter and associated brine line, enhanced upstream recharge of low-TDS water, or other regional project constructed via partnership between all Parties that contribute salt loading to the basin.

2. The Parties agree that assignment of responsibility for salt mitigation shall be based on mass loading of salts to the basin by the Parties' recycled water contributions and overall benefit to the basin and its stakeholders, as calculated through a mutually agreeable Antidegradation Analysis or similar effort.

3. The Parties will continue to participate in the development of the Upper Santa Ana River Watershed Salt & Nutrient Management Plan to manage salt and nutrient loading in the broader San Bernardino Basin Area and will support mitigation strategies for Bunker Hill-B Groundwater Management Zone in accordance with the responsibility structure set forth in paragraph 2.

4. The Parties will conduct collaborative reporting and assessment to document the assimilative capacity that is consumed by the Parties' recycled water recharges. Annually, each Party shall provide total discharge volumes and TDS concentrations to a mutually agreeable third party who shall calculate mass loading by each Party and calculate use of available assimilative capacity, both individually and cumulatively.

5. The Parties will collaborate on a Feasibility Study (conceptual design and engineering, alternative salt mitigation strategies, benefits analysis, economic modeling for cost share) for a regional recycled water desalter, to be completed by December 2024. The regional recycled water desalter will be defined in this Feasibility Study to serve as supporting documentation for funding pursuits.

6. The Parties agree to develop and execute a Funding Agreement for cost share of the Feasibility Study in Item 5 by March 2023.

7. Wastewater that goes through advanced water treatment processes (reverse osmosis) and is recharged to the Bunker Hill basin has additional regional benefits by contributing to removal of multiple water quality constituents that may be of concern to the Parties. The Parties shall also consider these regional benefits in the design of the regional recycled water desalter or other salt mitigation strategy.

8. The Parties will collaborate on development of a Salt Mitigation Implementation Plan for Bunker Hill-B Groundwater Management Zone, to be completed and submitted to Santa Ana Regional Water Quality Control Board by June 2025, which defines the selected mitigation strategy, operations, roles and responsibilities, cost share, and schedule.

9. The Parties will use 285 mg/L ambient TDS concentration as an "action limit" – once 10% of available assimilative capacity (5 mg/L increase over 280 mg/L ambient condition[1]) is used in Bunker Hill-B Groundwater Management Zone, based on the collaborative reporting and assessment completed annually, the Parties shall begin implementation (final design and construction) of the regional desalter. Based on current modeling results, with implementation of a regional desalter, the action limit is expected to be reached in year 2027.

10. The Parties will ensure that the salt mitigation measures are constructed and operational by the time 20% of available assimilative capacity (10 mg/L increase over 280 mg/L ambient condition[2]) is consumed. Based on current modeling results, prior to construction and start-up of the regional desalter, total allowable assimilative capacity is expected to be reached in 2031. Construction of

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[1] Santa Ana Watershed Project Authority's 2020 *Recomputation of Ambient Water Quality in Santa Ana River Watershed for the Period 1999-2018*
[2] Ibid.

the regional recycled water desalter or other salt mitigation strategy will be completed by the end of 2031, with operation beginning in January 2032. With implementation of a regional recycled water desalter, cumulative TDS loading from the four regional partners will not exceed total allowable assimilative capacity within the model timeframe (60 years).

11. Should the Upper Santa Ana River Watershed Salt & Nutrient Management Plan analysis and findings be accepted by regulatory agencies in the future, and with consensus of the Regional Water Quality Control Board, the Parties may amend this MOU to revise the "mitigation strategies" in Paragraph 1 and/or "action limits" identified in Paragraphs 9 and 10 in order to be consistent with the Plan.

12. The Parties will collaborate via committee made up of the General Managers of each of the four Parties, or their designees. All decisions shall be made on a unanimous basis.

13. The Parties hereby authorize their respective General Managers or designees to develop administrative and operating rules and procedures that may be needed to implement the terms of this MOU.

14. All notices, requests, demands, or other communications required or permitted under this MOU shall be addressed as follows:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
Heather Dyer, General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408
heatherd@sbvmwd.com

EAST VALLEY WATER DISTRICT
Michael Moore, General Manager/CEO
31111 Greenspot Road
Highland, CA 92346
mmoore@eastvalley.org

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Miguel Guerrero, General Manager
PO Box 710
San Bernardino, CA 92402
Miguel.Guerrero@sbmwd.org

CITY OF REDLANDS
John Harris, Director, Municipal Utilities & Engineering Department
35 Cajon St Suite 15A
Redlands, Ca 92374

In witness whereof, the Parties have caused this MOU to become effective by their respective endorsements below:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: Heather Dyer
Date: 3/9/2023

EAST VALLEY WATER DISTRICT

By: _____
Name: Michael Moore, General Manager/CEO
Date: 3/8/2023

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____
Name: Miguel J. Guerrero, P.E., General Manager
Date: February 28, 2023

CITY OF REDLANDS

By: _____
Name: Charles M. Duggan Jr., City Manager
Date: 3/7/23

MEMORANDUM OF UNDERSTANDING FOR THE
MITIGATION OF SALT LOADING IN THE BUNKER HILL-B MANAGEMENT ZONE
AMENDMENT 01

Amendment 01 for this Memorandum of Understanding (MOU) for the Mitigation of Salt Loading in the Bunker Hill-B Management Zone is entered into and effective on the 17th day of October 2023 among the following list of Signatories: San Bernardino Valley Municipal Water District ("Valley District"), East Valley Water District ("EVWD"), City of San Bernardino Municipal Water Department ("San Bernardino"), and City of Redlands ("Redlands"), collectively referred to as the "Parties".

WHEREAS, the Parties entered into the MOU, dated January 25, 2023, in which the Parties agreed that they would work together in good faith to develop and implement a regional approach to salt mitigation in Bunker Hill-B Groundwater Management Zone; and

WHEREAS, Agreement 2 of the MOU states that the Parties agree that assignment of responsibility for salt mitigation shall be based on mass loading of salts to the basin by the Parties' recycled water contributions and overall benefit to the basin and its stakeholders, as calculated through a mutually agreeable Antidegradation Analysis or similar effort; and

WHEREAS, Agreement 5 of the MOU states that the Parties will collaborate on a Feasibility Study for a regional recycled water desalter and other salt mitigation strategies to be completed by December 2024, Agreement 6 of the MOU states that the Parties will develop and execute a Funding Agreement for cost share of the Feasibility Study, and Agreement 8 of the MOU states that the Parties will complete a submit a Salt Mitigation Implementation Plan to the Santa Ana Regional Water Quality Control Board by June 2025; and

WHEREAS, the Parties entered into Cost Sharing Agreement for the Bunker Hill-B Management Zone Feasibility Study, dated March 9, 2023, which provides for a 25% cost share of the invoiced costs associated with the development of the Feasibility Study; and

WHEREAS, since execution of the MOU, the Parties have developed Partnership Principles to outline the decision-making process among the Parties, articulate guiding principles for group conduct, describe how consultants will be managed, and explain how new partners can be added as the Parties embark on beneficial projects and processes to serve the Bunker Hill-B Management Zone.

NOW, THEREFORE, the Parties agree as follows:

1. Agreement 5 shall be revised to extend completion of the Feasibility Study to June 2025.

2. Agreement 8 shall be revised to extend completion of a Salt Mitigation Implementation Plan for submittal to Santa Ana Regional Water Quality Control Board to December 2025.

3. The Partnership Principles agreed upon by the Parties attached hereto shall be incorporated into the MOU as Exhibit A.

4. Valley District will continue to serve as a facilitator and the Administering Agency pursuant to the Cost Sharing Agreement. Valley District will not directly bring new capital, operational, nor maintenance investments to fund a potential future regional desalter. However, Valley District will support and facilitate efforts by the Parties to obtain and administer outside funding such as state or federal grants, and/or potential contributions from other basin stakeholders. Valley District will

redirect Local Resource Investment Program (LRIP) payments at the request of LRIP parties. Each Party is ultimately responsible for mitigating salinity impacts from their respective recycled water projects.

IN WITNESS WHEREOF, the parties hereto have entered into this instrument as of the Effective Date set forth above.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name:
Date:

EAST VALLEY WATER DISTRICT

By: _____
Name:
Date:

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____
Name:
Date:

CITY OF REDLANDS

By: _____
Name:
Date:

Exhibit A

Partnership Principles

Partnership Principles

Bunker Hill Basin Regional Recycled Water Coalition

July 14, 2023

1.0 Purpose

The purpose of this Partnership Agreement for the Bunker Hill Basin Regional Recycled Water Coalition (Coalition) is to outline the decision-making process among the agencies, articulate guiding principles for Coalition conduct, describe how consultants will be managed, and explain how new partners can be added as the partner agencies embark on beneficial projects and processes to serve the Bunker Hill-B Groundwater Management Zone (GMZ).

The Guiding Principles derive from and include by reference the Memorandum of Understanding for the Mitigation of Salt Loading in the Bunker Hill-B Management Zone by and Between San Bernardino Valley Municipal Water District, East Valley Water District, City of San Bernardino Municipal Water Department, and the City of Redlands (Coalition MOU).

This Partnership Agreement is valid through submittal of the Salt Mitigation Implementation Plan to Santa Ana Regional Water Quality Control Board, anticipated to occur in June 2025. Following submittal of the Salt Mitigation Implementation Plan, the Coalition shall revisit the Partnership Agreement and either amend the existing agreement or create a new agreement to best capture the next phases of the Coalition's efforts and corresponding commitments.

2.0 Coalition Partners

The Coalition is made up of the following four agencies:

- San Bernardino Valley Municipal Water District (San Bernardino Valley)
- East Valley Water District (EVWD)
- City of San Bernardino Municipal Water Department (SBMWD)
- City of Redlands (Redlands)

The core parties that make up the Coalition are described below.

Coalition Boards/Councils

The respective legislative bodies of the four agencies have designated representatives as Steering Committee members.

Coalition Steering Committee

The Steering Committee is responsible for determining appropriate salinity management strategies for the Bunker Hill-B GMZ. The following describes the current recycled water recharge operations of each Steering Committee agency.

- San Bernardino Valley is constructing the Regional Recycled Water Facilities which includes a recycled water conveyance system and a groundwater recharge facility known as the Weaver Basins. The conveyance system will allow recycled water to be conveyed from EVWD and SBMWD facilities to the Weaver Basins.

- EVWD is constructing Sterling Natural Resource Center, a new water reclamation facility that will recycle wastewater from EVWD's service area, convey it through San Bernardino Valley's recycled water conveyance infrastructure, and recharge it via Weaver Basins into Bunker Hill-B GMZ.
- SBMWD is developing the Tertiary Treatment System, which will produce recycled water from the San Bernardino Water Reclamation Plant (WRP) for beneficial use in and around the WRP (plant use and irrigation). Recycled water will also be conveyed through San Bernardino Valley's recycled conveyance system for recharge via Weaver Basins into Bunker Hill-B GMZ.
- Redlands has existing Waste Discharge Requirements for treatment and discharge of recycled water from its service area into Bunker Hill-B GMZ. Phase 2 expansion of its Redlands Wastewater Treatment Facility will increase recycled water production for distribution to recycled water end users and/or discharge to the Redlands Basins.

The Coalition believes that through their cooperative work, they can treat and discharge recycled water in a manner that will maximize benefits to the Bunker Hill-B GMZ, their agencies, and their ratepayers.

A map of the three recycled water projects located in the Bunker Hill basin is included as Figure 1.

Coalition Administrator

San Bernardino Valley has been determined as the Administrating Agency for the Coalition by the members of the Steering Committee. San Bernardino Valley will coordinate among the four agencies in development of a Bunker Hill Basin Regional Recycled Water Feasibility Study (Feasibility Study).

3.0 Responsibilities

The primary responsibilities of each party of the Coalition are identified below.

Coalition Boards/Councils

Each respective legislative body for the four Coalition agencies will be responsible for:

- Receiving updates on the Feasibility Study and directing its Steering Committee members as it deems appropriate.
- Approving an updated Memorandum of Understanding (or similar arrangement) outlining the Coalition's next steps following completion of the Feasibility Study.

Coalition Steering Committee

The Steering Committee shall be responsible for:

- Participating in execution of this Partnership Agreement and development and implementation of an Outreach Strategy for Coalition activities.
- Selecting an engineering firm to prepare the Feasibility Study.

- Collaborating on the Feasibility Study for a regional approach to salinity management in Bunker Hill-B GMZ, to be completed by June 2025.
- Reviewing and providing comments on the Feasibility Study.
- Considering and approving any potential scope enhancements to the Feasibility Study, and sharing the additional costs equally at 25 percent, if any.
- Collaborating on development of a Salt Mitigation Implementation Plan for Bunker Hill-B GMZ to be completed and submitted to Santa Ana Regional Water Quality Control Board by December 2025.

Coalition Administrator

San Bernardino Valley will be responsible for:

- Serving as point-of-contact for coordinating with Coalition consultants, including managing any necessary Request for Proposals and procurement processes, as well as entering into an agreement with each of the Coalition consultants.
- Day-to-day oversight of the Coalition consultants (grant writer, facilitator, engineer, and others as needed).
- Tracking and invoicing of costs associated with consultant work, along with billing of equal share (25 percent each) to Coalition parties.
- Coordinating with consultants on monthly progress reports to the Steering Committee.
- Ensuring Title XVI planning grant obligations are met and reimbursements received (if awarded).

4.0 Decision Making

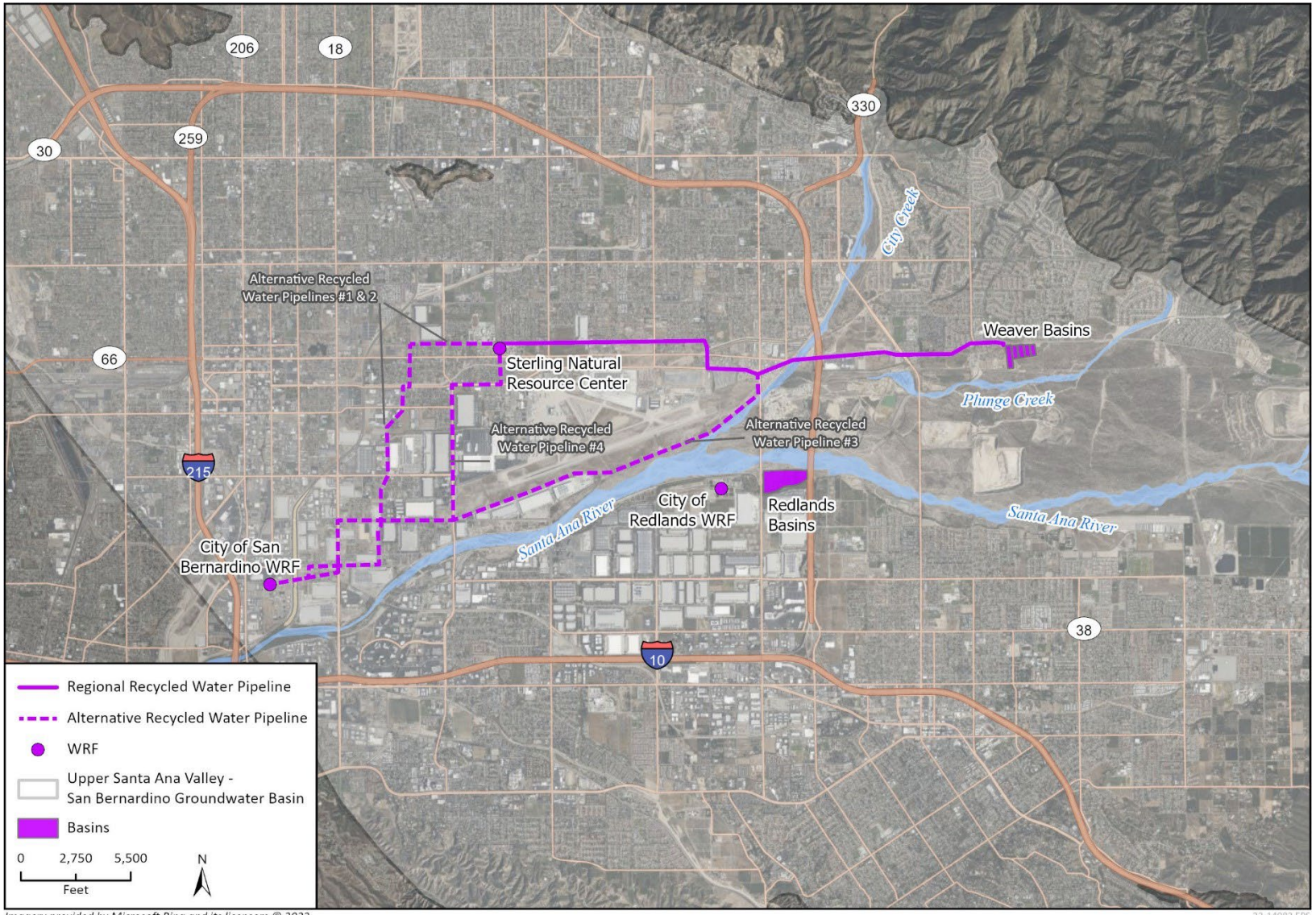
The Steering Committee will seek to make decisions through consensus. Consensus is a form of decision-making that concludes only when all participants reach agreement. This does not mean that all participants must provide an unqualified “yes” on a decision; however, all parties must agree to support and implement it.

To facilitate decision-making discussions when consensus is not immediately met, the following levels of consensus can be referenced to communicate how comfortable Steering Committee members are with moving forward with a decision.

1. I can say an unqualified "yes"!
2. I can accept the decision.
3. I can live with the decision.
4. I do not fully agree with the decision, however, I will not block it and will support it.
5. I do not agree with the decision and feel the need to stand in the way of this decision being accepted.

If any members communicate that they are a level four or five on the consensus scale, the Steering Committee shall take the time to hear and consider additional ideas and reasoning.

Figure 1: Map of Regional Recycled Water Projects



Imagery provided by Microsoft Bing and its licensors © 2023.
Additional sources provided by CA DWR, 2019; USGS, 2022.

23-14083 EPS
Fig 1 Project Location

In support of consensus-based decision-making, the Coalition parties agree to come to discussions with an open mind, view differences of opinions as helpful rather than harmful, and avoid changing their mind only to reach an agreement and avoid conflict.

In the event a decision cannot be made through consensus and a majority vote is required, each agency will receive one vote, all of which will be weighted equally, and the decision with the most votes will move forward.

5.0 Membership

Should an existing Coalition partner choose to exit the Coalition prior to completion of the Salt Mitigation Implementation Plan in December 2025, all monetary contributions from the date of execution of the Coalition MOU shall be forfeited. The Coalition MOU and Cost Share Agreement shall be amended to reflect the new Coalition membership.

Should a new water or recycled water agency in the Bunker Hill Basin desire to join the Coalition during this timeframe, that new partner shall pay an equal share of all monetary contributions from the date of execution of the Coalition MOU. This share shall be held by the Coalition Administrator for use in Coalition-directed activities or redistribution among the existing partners as a reimbursement for early phase work. The Coalition MOU and Cost Share Agreement shall be amended to reflect the new Coalition membership.

6.0 Success Factors and Barriers to Success

In April 2023, the Coalition partners identified how to define success for the Coalition's efforts and anticipated challenges the group will face. The following categories were used to define both the success factors and barriers:

- Governance/Decisions Making
- Stakeholder/Outreach
- Technical
- Regulatory
- Schedule
- Funding

The activity responses were discussed at the Steering Committee meeting on April 20, 2023, and have been used to develop the Guiding Principles discussed below.

7.0 Guiding Principles

Members agree to the following guiding principles to inform and guide Steering Committee deliberations, foster constructive discussions, promote a clear and shared set of expectations, and encourage collaboration.

Dedicated Participation and Respectful Engagement

Commitment to Collaborate. All members agree to work together in a constructive manner to meet key milestones. Understand that all agencies are equal and agree to support partner projects. Strive to reach consensus on positions of shared interest and proactively identify barriers for discussion and, where possible, resolution at the earliest opportunity. Once decisions are made will support successful implementation.

Equitable Cost Share. All members agree to work collaboratively to develop a fair and equitable cost sharing agreement. No one is to benefit at the expense of others, and all parties agree to negotiate in good faith. Per the Coalition MOU, all members agree that future cost responsibilities for salt mitigation shall be based on the mass loading of salts to the basin by the members' recycled water contributions and overall benefit to the basin and its stakeholders, as calculated through a mutually agreeable Antidegradation Analysis or similar effort.

Commitment of Time. Strive to attend meetings consistently; we need everyone at the table throughout. Contribute your thoughts and share our time so everyone can participate.

Respect Others and the Process. Seek opportunities to share your perspective and understand the perspectives of others. Listen intently to what others are saying. Be honest and fair, and as candid as possible. If you hear something you do not understand, ask questions to clarify. If you hear something you do not agree with, help people understand your concerns.

Support an Effective Process

Rely on Credible Information. To foster effective dialogues, members agree to mutually support a transparent and inclusive process where parties commit to providing and relying on credible data and clear criteria to inform decision-making and to draw on the advice of the Feasibility Study consultant.

Equitable Allocation of Assimilative Capacity. All members agree to work collaboratively to develop a fair and equitable allocation of assimilative capacity. All members agree to strive for consistency in their approach to permitting with the Regional Water Quality Control Board and have shared permitting expectations to ensure consistency in permit conditions and requirements across partner agencies.

Support the Schedule. Provide timely responses and input to communication and deliverables and be transparent and timely in the delivery of pertinent information. Commit to meeting key milestones and provide adequate time for members and stakeholders when requesting information.

State-of-the-Art Analysis. Commitment to a science-based process for identifying and evaluating technical alternatives and salinity management strategies. Be proactive and creative about potential solutions and benefits to regional stakeholders.

Invest in Stakeholder Engagement

Transparency. Commitment to address groundwater salinity at regional level, sharing information freely among partners and stakeholders.

Strive for Consistent Communication. All members agree to support the development and communication of united messaging to stakeholder groups (including regulatory agencies) and collaborate on the direction of the messaging specific to the stakeholder.

COST SHARE AGREEMENT FOR BUNKER HILL-B MANAGEMENT ZONE FEASIBILITY STUDY

This Cost Sharing Agreement for the preparation of a Feasibility Study related to the Mitigation of Total Dissolved Solids (TDS, Salt) Loading in the Bunker Hill-B Management Zone is entered into and effective on the 9th day of March 2023 among the following listed Signatories: San Bernardino Valley Municipal Water District ("Valley District"), East Valley Water District ("EVWD"), City of San Bernardino Municipal Water Department ("San Bernardino"), and City of Redlands ("Redlands"), collectively referred to as the "Parties".

Recitals

WHEREAS, the State Water Resources Control Board's Recycled Water Policy encourages public agencies to recycle municipal wastewater, including in the development of groundwater recharge projects, to enhance the State's existing water supply; and

WHEREAS, the Parties, together with a number of other water agencies, are working together to develop a collaborative regional plan – the Upper Santa Ana River Watershed Salt & Nutrient Management Plan – that increases the use of recycled water for groundwater replenishment and other purposes, while also managing groundwater quality to provide the maximum benefits to the State; and

WHEREAS, the Parties believe that through their cooperative work, they can treat and discharge recycled water in a manner that will maximize benefits to the Bunker Hill-B Groundwater Management Zone, the Parties, and their ratepayers; and

WHEREAS, using recycled water to replenish the Bunker Hill-B Groundwater Management Zone provides a drought tolerant water supply that improves water supply reliability for the Parties and the region and also provides a drought buffer for those agencies in the event of a prolonged drought; and

WHEREAS, the Parties will collaborate on a Feasibility Study (conceptual design and engineering, benefits analysis, economic modeling for cost share) for a regional desalter, to be completed by September 2024; and

WHEREAS, the Parties believe that there is potential to pursue and apply for available and qualifying grants, such as the WaterSMART FY2023 Water Recycling and Desalination Planning Grant Program.

WHEREAS, the Feasibility Study is expected to serve as supporting documentation for future funding pursuits; and

WHEREAS, the Parties wish to establish and agree to a framework for sharing costs associated with the preparation of the Feasibility Study and related facilitation services.

Agreements

NOW, THEREFORE, the Parties agree as follows:

1. Term. This Agreement shall be effective on the date of the last signature to this agreement, and shall remain in effect until December 31, 2024, unless terminated earlier as provided herein. Termination or expiration of this Agreement will not excuse any Party from payment of costs incurred under this Agreement prior to the termination or expiration date.

2. Feasibility Study Steering Committee. The Parties will collaborate via committee made up of the General Managers of each of the four Parties, or their designees ("Steering Committee"), the purpose of which to be shall oversee and direct the selection of a consultant and preparation of the Feasibility Study. To support the work of the committee, the Parties intend to engage a consultant to provide facilitation services. The costs of the Feasibility Study preparation and of the associated facilitation services will be shared equally among the parties. All decisions shall be made on a unanimous basis.

3. Agreement to Share Costs. Each Party will be responsible for 25% of the invoiced costs associated with the development of the Feasibility Study, the associated facilitation services, and grant assistance services. Upon selection of final consultants for this work product, this Agreement will be amended to include as an exhibit the final scope of work and estimated budget for each of those consultant services.

4. Administering Agency: An Administering Agency will be appointed by the members of the Steering Committee by unanimous agreement of each Party's designated representative. The Administering Agency will be responsible for day-to-day oversight of the consultant, invoicing of costs, and providing progress reports to the Steering Committee. Valley District will be the initial Administering Agency.

5. Contracting for Feasibility Study. The Administrating Agency shall, in cooperation with the Steering Committee, prepare a Request for Proposals, identify appropriate consultant(s), and enter into a contract for the preparation of the Feasibility Study.

6. Contracting for Grant Assistance. The Parties agree to pursue qualifying grants to assist with potential funding for planning, design, and future construction of the regional desalter project. The Parties agree to apply any potentially awarded grants towards the costs of the regional desalter project.

7. Invoicing and Payment of Costs. The Administering Agency will submit invoices to each of the Parties for work based on the cost-share percentages specified in Section 3 of this Agreement. Invoices will be provided to the Parties quarterly, and are payable within 30 days of receipt.

8. Amendment. This Agreement may be amended from time to time. No alteration, amendment, or variation of this Agreement shall be valid unless made in writing and signed by all Parties.

9. Notice. All notices, requests, demands, or other communications required or permitted under this Agreement shall be addressed as follows:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
Heather Dyer, General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408
heatherd@sbvmwd.com

EAST VALLEY WATER DISTRICT
Michael Moore, General Manager/CEO
31111 Greenspot Road
Highland, CA 92346
mmoore@eastvalley.org

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Miguel Guerrero, General Manager
PO Box 710
San Bernardino, CA 92402
Miguel.Guerrero@sbmwd.org

CITY OF REDLANDS
John Harris, Director, Municipal Utilities & Engineering Department
35 Cajon St Suite 15A
Redlands, Ca 92374

10. Attorneys' Fees. In the event of a civil action to enforce any obligation under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs (including but not limited to reasonable expert witness fees and costs) incurred in connection with such litigation.

11. Entire Agreement. This instrument constitutes the entire agreement and understanding between the Parties with respect to the subject matters hereof, and supersedes and replaces any prior agreements and understandings, whether oral or written, by and between them with respect to such matters.

12. Arms Length Negotiation. The Parties acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

13. Titles & Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope of the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

14. No Third Party Beneficiary. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other

15. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one and the same instrument.

16. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each Party represents and warrants to the other(s) that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have entered into this instrument as of the Effective Date set forth above.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: Heather Dyer
Date: 3/9/2023

EAST VALLEY WATER DISTRICT

By: _____
Name: Michael Moore, General Manager/CEO
Date: 3/8/2023

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____
Name: Miguel J. Guerrero, P.E., General Manager
Date: February 28, 2023

CITY OF REDLANDS

By: _____
Name: Charles M. Duggan Jr., City Manager
Date: 3/7/23

COST SHARE AGREEMENT FOR BUNKER HILL-B MANAGEMENT ZONE FEASIBILITY STUDY – AMENDMENT 01

Amendment 01 for this Cost Sharing Agreement for the preparation of a Feasibility Study related to the Mitigation of Total Dissolved Solids (TDS, Salt) Loading in the Bunker Hill-B Management Zone is entered into and effective on the 17th day of October 2023 among the following listed Signatories: San Bernardino Valley Municipal Water District ("Valley District"), East Valley Water District ("EVWD"), City of San Bernardino Municipal Water Department ("San Bernardino"), and City of Redlands ("Redlands"), collectively referred to as the "Parties".

WHEREAS, the Parties entered into Cost Sharing Agreement for the Bunker Hill-B Management Zone Feasibility Study, dated March 9, 2023 ("Agreement"), which provides for a 25% cost share of the invoiced costs associated with the development of the Feasibility Study; and

WHEREAS, Section 1 of the Agreement establishes the expiration date of the agreement as December 31, 2024; and

WHEREAS, Section 3 of the Agreement directs that upon selection of final consultants for this work product, this Agreement will be amended to include as an exhibit the final scope of work and estimated budget for each of those consultant services; and

WHEREAS, on June 21, 2023, the Parties selected WSC/Trussell as the final consultant team for development of the Feasibility Study. The Parties and WSC/Trussell agreed to a final cost of $304,731 for consultant services. The consultant team has estimated a project delivery timeline of November 2023 – April 2025.

WHEREAS, the Feasibility Study seeks to:

1. Complete a robust analysis of feasible salinity management strategies to inform confident decisions making,

2. Achieve strong consensus and alignment on the preferred strategy to enable effective implementation, and

3. Define a lasting solution with a clear path forward that can adapt to changing conditions, which may include a regional desalter.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1 of the Agreement shall extend the effective date of this agreement to December 31, 2025 to allow for completion of the Feasibility Study and submittal of follow-up materials to the Santa Ana Regional Water Quality Control Board.

2. The final scope of work and estimated budget for WSC/Trussell's services attached hereto shall be incorporated into the Cost Sharing Agreement as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have entered into this instrument as of the Effective Date set forth above.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name:
Date:

EAST VALLEY WATER DISTRICT

By: _____
Name:
Date:

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____
Name:
Date:

CITY OF REDLANDS

By: _____
Name:
Date:

Exhibit A

Feasibility Study Final Scope and Cost Estimate

Scope of Work

The following Scope of Work is consistent with the scope of services included in the RFP and includes refinements and additional detail where needed.

Task 0 Project Management Meetings

0.1 Project Management

- Manage project efforts including budget and schedule updates.
- Conduct internal project coordination and manage resources.
- Prepare monthly invoices and progress reports.
- Project duration is assumed to be 18 months, with the Final Feasibility Study complete within 16 months followed by two months of limited work during USBR review.

0.2 Routine Coordination with Coalition

- Conduct one hour, monthly virtual meetings with the Coalition to provide updates on project progress, discuss project methodologies, review data needs, present interim results, and other coordination needs. The budget is based on 11 monthly meetings; additional Coalition meetings during the project will be used for workshops scoped in other tasks.
- Conduct 30 minute bi-weekly check-in meetings with the Project Manager to discuss project status and coordination needs. The budget is based on 32 check-in meetings.

0.3 Alternatives Refinement Workshop

Conduct a three-hour in-person Alternatives Refinement Workshop with the Coalition. The purpose of the workshop will be to:

  - Review and discuss preliminary alternatives developed in Task 2.1.
  - Discuss potential refinements to preliminary alternatives and identify new preliminary alternatives, as needed.
  - Select up to five alternatives for further evaluation and review data needs and identify data sources that may be needed for further evaluation of alternatives.
  - Develop a comprehensive list of evaluation criteria and associated numerical scoring rubric to be applied during the alternatives analysis in Task 2.2.

0.4 Alternatives Screening Workshop

Conduct a three-hour in-person Alternatives Screening Workshop with the Coalition. The purpose of the workshop will be to:

- Review and discuss results of the Draft Alternatives Analysis developed in Task 2.2. Discuss potential refinements to the Draft Alternatives Analysis, as needed.
- Review preliminary results of alternatives evaluation scoring and discuss whether adjustments to scoring or weighting factors are needed to calibrate the evaluation.
- Discuss alternative weighting factors to be used for a sensitivity analysis, if desired.

0.5 Alternatives Selection Workshop

Conduct a two-hour in-person Alternatives Selection Workshop with the Coalition. The purpose of the workshop will be to:

- Review and discuss the Updated Alternatives Analysis developed in Task 2.2, incorporating feedback from the Alternatives Screening Workshop.
- Review results of updated alternatives evaluation scoring and sensitivity analysis.
- Select a preferred alternative to be carried forward.
- For the selected alternative, discuss options for adaptive management and potential offramps to other strategies in response to actual future conditions, as appropriate.

0.6 Draft Feasibility Study Review Workshop

Conduct a two-hour in-person Draft Feasibility Study Review Workshop with the Coalition. The purpose of the workshop will be to review the content of the Draft Feasibility Study and receive comments and feedback from the Coalition.

0.7 Stakeholder Meetings

Prepare presentation materials and conduct up to six (6) meetings with regional stakeholders. Meetings are assumed to be one-hour virtual meetings. The purpose and agenda of the meetings will be defined in collaboration with the Coalition but could be conducted at key project milestones. It is assumed that the Facilitator will coordinate strategy and schedule meetings and the WSC Team will prepare and present slides with technical content.

0.8 QA/QC

Perform comprehensive quality control of all work items being prepared for delivery to the Coalition.

Task 1 Kickoff and Data Collection

1.1 Kickoff Meeting

- Participate in a one-hour virtual kickoff meeting. Prepare short presentation on strategy for project delivery, data request, and other relevant items.
- Key outcomes of the meeting will be:
  - Shared goals and objectives for the project, including salt removal targets/ranges.
  - Preliminary list of conceptual salinity management alternatives to be explored.

1.2 Data Collection

- Review materials associated with the project, including Bunker Hill Basin Regional Recycled Water Coalition Memorandum of Understanding, Cost Share Agreement, Cumulative Antidegradation Analysis, SNRC Engineering Report and Report of Waste Discharge (ROWD), San Bernardino Water Reclamation Plant ROWD, Redlands Water Reclamation Plant ROWD, and other documents as provided.

Task 2 Alternative Salt Mitigation Strategies

1.2 Alternatives Development

- Beginning with preliminary alternatives discussed at the Kickoff Meeting, identify conceptual alternative salt mitigation strategies for consideration by the Coalition, including, but not limited to, construction of a regional recycled water advanced water treatment (AWT) facility, disposal of brine, expansion of surface water recharge, creation of regional pretreatment program, and others.
- Develop preliminary planning-level concepts for each alternative, including potential location, sizing, infrastructure, treatment technology, brine disposal requirements, and phasing/timing. Articulate the specific objective and water supply and water quality benefits from the implementation of each alternative.
- Compile explanatory charts, maps and graphics to support the discussion and refinement of alternatives at the Alternatives Refinement Workshop.

Deliverables: Preliminary alternative materials will be provided to the Coalition for review two weeks prior to the Alternatives Refinement Workshop.

2.2 Alternatives Analysis

- Refine alternatives as discussed in the Alternatives Refinement Workshop.
- Complete benefit/cost analysis for up to four (4) alternatives, including planning level cost estimates for capital costs, annual operation (including brine disposal fees), maintenance, replacement cost estimate, and life cycle costs.
- Applying the evaluation criteria developed in the Alternatives Refinement Workshop, evaluate and score the various alternatives to support selection of the preferred alternative moving forward.
- Update the Draft Alternatives Analysis to incorporate feedback from the Alternatives Screening Workshop.

Deliverables: Provide the Draft Alternatives Analysis to the Coalition for review two weeks prior to the Alternatives Screening Workshop.

Deliverables: Provide the Updated Alternatives Analysis to the Coalition for review two weeks prior to the Alternative Selection Workshop.

Task 3 Draft Feasibility Study

Due to potential grant funding for the project from the United States Bureau of Reclamation (USBR), the Feasibility Study will be prepared in compliance with the USBR Reclamation Manual, Directives and Standards (WTR 11-01). Compile identification and analysis of alternative salinity management strategies into a Draft Feasibility Study.

The Feasibility Study will include the following components:

- **Introduction**. Identification of project sponsors and description/definition of study area showing the regional recycled water systems.
- **Statement of Problems and Needs**. Describe key water resource management problems and needs for which the regional project will solve. Describe current and projected water supplies, including water rights, and potential sources of additional water other than the project.

Describe current and projected water demands, including imbalances. Describe water quality concerns for the current and projected recycled water supply and recharge activities.

- **Water Reuse Opportunities**.
  - Identify the sources of water available for reclamation in the study area, including the three planned recycled water projects in the regional program. Describe or categorize all uses for recycled water and identify associated water quality and treatment requirements. Summarize the current water market available, including existing and potential users, expected use, peak use, on-site conversion costs and, if necessary, desire to use reclaimed water, any consultation with potential reclaimed water customers, and the market assessment procedures used for the three projects.
    - Assumption: the Regional Recycled Water Concept Study and the respective ROWDs will be used to provide this content and that no additional analysis of recycled water markets is needed.
  - Discuss water quality considerations of what may prevent implementation of the proposed recycled water recharge, as well as water quality improvements (TDS and other constituents of concern) that may accrue from a regional salinity management program.
  - Identify methods or community incentives for salinity management associated with water reclamation and methods to eliminate obstacles which will inhibit the recharge of reclaimed water.
  - Identify all jurisdictional water and wastewater agencies in the service area and the role they might play in salinity management.
  - Describe any current salinity management in the study area and the projected wastewater and disposal options.
  - Summarize current water reclamation and demineralization technology in use in the study area and opportunities for the development of improved technologies.
- **Description of Alternatives**.
  - Describe the range of salinity management alternatives considered in Task 2.1. State the specific objectives all alternatives are designed to address, including groundwater replenishment, reuse, and water quality improvement. Quantify the water supply and water quality benefits of the alternatives, including TDS and other constituents of concern as applicable.
    - Assumption: Groundwater replenishment alternatives and benefits will be based on the SNMP modeling scenario results and new model runs will not be performed for this project.
  - Describe the proposed project including cost estimate, annual operation, maintenance, replacement cost estimate, and life cycle costs. Estimated costs to be presented in terms of dollars per million gallons (MG), and/or dollars per acre-foot of capacity, to facilitate comparison of alternatives. Describe any necessary waste-stream discharge treatment and disposal requirements. Describe one or more alternative technologies, including emerging technologies.
- **Economic Analysis**. Analyze the proposed project relative to other water supply alternatives that could be implemented by the Coalition in lieu of a salt mitigation project needed to support groundwater recharge with reclaimed water. Describe conditions that exist in the area and provide future projections with and without the project. Provide a cost comparison of salt

mitigation alternatives. Describe other salt mitigation alternatives with appraisal level cost estimates. Provide a description of the qualitative benefits of the project.

- **Selection of the Proposed Project**. Include justification of why the proposed project is the selected salinity management alternative. Analysis of whether the proposed project would address the reduction, postponement, or elimination of development of new or expanded water supplies; reduction or elimination of the use of existing diversions from natural watercourses or withdrawals from aquifers; reduction of demand on existing Federal water supply facilities; and reduction, postponement, or elimination of new or expanded wastewater facilities.
- **Environmental Consideration and Potential Effects**. Include sufficient information to assess the compliance with National Environmental Protection Act, Endangered Species Act, and Clean Water Act. Discuss how the project will affect water supply and quality. Discuss public involvement and potential effects the project will have on historical resources, including mitigation measures.
    - Assumption: Existing environmental documents for the recycled water projects and the Upper SAR HCP will be referenced to provide the information needed for this section. If supplementary environmental information is needed, WSC can obtain the support of an environmental subconsultant.
- **Legal and Institutional Requirements**. Identify any legal or institutional, state, and/or local requirements or barriers to implement the salinity management project. Analysis of any water rights issues potentially resulting from implementation of the project. Discuss the need for multi- jurisdictional or interagency agreements, any coordination undertaken, and any planned coordination activities. Discuss permitting procedures. Describe any unresolved issues associated with implementation and how and when such issues will be resolved. Identify current and projected wastewater discharge requirements. Describe rights to wastewater discharges.
    - Assumption: It is assumed that there will be no water rights issues resulting from the implementation of the project. Should potential water rights issues be identified, it is assumed that legal counsel for the Coalition members can provide legal support to inform this section of the Feasibility Study.
- **Financial Capability of Sponsor**. Demonstrate financial capability of the Coalition prior to construction. Proposed schedule and milestones for project implementation. Describe the willingness of the Coalition partners to each pay for its share of capital costs and the full operation, maintenance, and replacement costs. Describe the funding plan including analysis of the project's construction, operation, maintenance, and replacement costs. Describe all Federal and non-Federal sources of funding and any restrictions on such sources.
    - Assumption: WSC will coordinate with the Coalition's Facilitator to incorporate the results of their funding and financing evaluation.
- **Research Needs**. Describe any research needs and objectives to be accomplished for the salt mitigation project. Describe the basis for Reclamation participation. Identify parties who will administer and conduct research. Identify the research timeframe.

Deliverables: Provide the Draft Feasibility Study to the Coalition for review three weeks prior to the Draft Feasibility Study Review Workshop.

Task 4 Final Feasibility Study

4.1 Final Feasibility Study

- Review and incorporate Coalition comments on the Draft Feasibility Study. Prepare and circulate a Final Feasibility Study for review and approval by USBR for funding under the Title XVI Water Reclamation and Reuse Program.
- Provide additional information and/or necessary additions should USBR staff deem the Feasibility Study inconsistent or incomplete during their review.
- Coordinate with USBR staff as needed to facilitate the submission and review of the Feasibility Study.
- It is assumed that any final edits from the Coalition or USBR comments will be discussed at one of the routine meetings in Task 0.2 and that a separate Final Feasibility Study Review Workshop will not be needed.

Deliverables: Provide the Final Feasibility Study to the Coalition for review prior to submitting it to USBR.

Deliverables: If comments are received from USBR, update the Feasibility Study and provide a Revised Final Feasibility Study to the Coalition and USBR.

Task No.	Task Description	WSC												Trussell		ALL FIRMS			
		Principal in Charge	Project Manager	Deputy Project Manager	Regulatory/Basin Context	QA/QC	Regulatory Support	Engineering Support	Engineering Support	Feasibility Study Support	Project Admin	Graphics Support	WSC Labor Fee	Labor Hours	Labor Fee	Total Labor Hours	Total Labor Fee	Expenses	Total Fee
		Jeffery Szytel	Laine Carlson	Aaron Morland	Michael Cruikshank	Robert Morrow	Antonia Estevez-Olea	Patricia Parks	Heather Freed	Justin Sutton	Kay Merrill	Frederick Franklin							
	Billing rates, $/hr	*$380*	*$335*	*$185*	*$295*	*$335*	*$220*	*$175*	*$220*	*$220*	*$170*	*$140*							
0	**Project Management and Meetings**																		
0.1	Project Management	6	12	40							20		$ 17,100			78	$ 17,100	$ -	$ 17,100
0.2	Routine Coordination with Coalition		46	60	6								$ 28,280	16	$ 3,696	128	$ 31,976	$ -	$ 31,976
0.3	Alternatives Refinement Workshop		10	20	10							4	$ 10,560	12	$ 3,607	56	$ 14,167	$ 1,200	$ 15,367
0.4	Alternatives Screening Workshop		10	20	10							4	$ 10,560	12	$ 3,607	56	$ 14,167	$ 1,200	$ 15,367
0.5	Alternative Selection Workshop		10	20	10							4	$ 10,560	8	$ 2,452	52	$ 13,012	$ 1,200	$ 14,212
0.6	Draft Feasibility Study Review Workshop		8	12	4							4	$ 6,640	8	$ 2,452	36	$ 9,092	$ 1,200	$ 10,292
0.7	External Stakeholder Coordination		12	12	12								$ 9,780	8	$ 2,310	44	$ 12,090	$ -	$ 12,090
0.8	QA/QC					12							$ 4,020			12	$ 4,020	$ -	$ 4,020
	SUBTOTAL	**6**	**108**	**184**	**52**	**12**	**0**	**0**	**0**	**0**	**20**	**16**	**$ 97,500**	**64**	**$ 18,123**	**462**	**$ 115,623**	**$ 4,800**	**$ 120,423**
1	**Kickoff and Data Collection**																		
1.1	Kickoff Meeting		6	4	6							2	$ 4,800	13	$ 3,035	31	$ 7,835	$ -	$ 7,835
1.2	Data Collection		6	6	6								$ 4,890	3	$ 809	21	$ 5,699	$ -	$ 5,699
	SUBTOTAL	**0**	**12**	**10**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**$ 9,690**	**16**	**$ 3,843**	**52**	**$ 13,533**	**$ -**	**$ 13,533**
2	**Alternative Salt Mitigation Strategies**																		
2.1	Alternatives Development		22	32	20		24						$ 24,470	64	$ 15,152	162	$ 39,622	$ -	$ 39,622
2.2	Alternatives Analysis		32	64	22		20		8				$ 35,210	70	$ 15,414	216	$ 50,624	$ -	$ 50,624
	SUBTOTAL	**0**	**54**	**96**	**42**	**0**	**44**	**0**	**8**	**0**	**0**	**0**	**$ 59,680**	**134**	**$ 30,566**	**378**	**$ 90,246**	**$ -**	**$ 90,246**
3	**Draft Feasibility Study**																		
3.1	Draft Feasibility Study		16	60	8		12	40		12		16	$ 33,340	120	$ 27,216	284	$ 60,556	$ -	$ 60,556
	SUBTOTAL	**0**	**16**	**60**	**8**	**0**	**12**	**40**	**0**	**12**	**0**	**16**	**$ 33,340**	**120**	**$ 27,216**	**284**	**$ 60,556**	**$ -**	**$ 60,556**
4	**Final Feasibility Study**																		
4.1	Final Feasibility Study		8	24	6		6	8		4		8	$ 13,610	29	$ 6,363	93	$ 19,973	$ -	$ 19,973
	SUBTOTAL	**0**	**8**	**24**	**6**	**0**	**6**	**8**	**0**	**4**	**0**	**8**	**$ 13,610**	**29**	**$ 6,363**	**93**	**$ 19,973**	**$ -**	**$ 19,973**
	COLUMN TOTALS	**6**	**198**	**374**	**120**	**12**	**62**	**48**	**8**	**16**	**20**	**42**	**$ 213,820**	**363**	**$ 86,111**	**1269**	**$ 299,931**	**$ 4,800**	**$ 304,731**

City Council/Successor Agency Meeting **J. 12.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Agreement with Liftech Elevator Services, Inc. to extend the term of the agreement to three (3) years and amend the total compensation to an amount not-to-exceed $101,407.20 (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move to approve the First Amendment to the Agreement with Liftech Elevator Services, Inc. to extend the term of the agreement to three (3) years, and amend the total compensation to an amount not-to-exceed $101,407.20.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Agreement with Liftech Elevator Services, Inc. to extend the term of the agreement to three (3) years and amend the total compensation to an amount not-to-exceed $101,407.20.

DISCUSSION:

On June 21, 2022, the City Council approved a Sole Source Agreement with Liftech Elevator Services, Inc. to provide maintenance and inspections to all elevators located at 300 E. State Street (Citrus Center) for an initial term of (1) year (2022-2023) with the option to extend for two more years, (2023-2024, 2024-2025) for a total of (3) years, in an amount not to exceed $32,848.30. Due to a clerical oversight, funding included in the initial agreement was sufficient for one year of service only, when three years of service was being requested. This amendment will provide adequate funding for the term (3 years), for a total

not-to-exceed the amount of $101,407.20.

ALTERNATIVES:

City Council may elect not to approve the modification to the purchase order and agreement and direct staff accordingly.

STRATEGIC PLAN:
Not applicable.

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

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

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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24
Amount: $101,407.20
Budgeted Y/N: Y
Account No.: 101310
Discussion:
Sufficient funding for these services is included in the City Hall State Street (101310) budget for Fiscal Year 2023-2024 as approved by City Council.

Attachments

A. First Amendment with Liftech Elevator Services
B. Agreement with Liftech Elevator Services

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

This first amendment ("First Amendment") to the agreement for elevator maintenance services ("Agreement"), dated June 21st, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Liftech Elevator Services, Inc., a California corporation ("Contractor"), is made and entered into this 7th day of November, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the term of the agreement to three (3) years commencing as of the Effective Date to June 21, 2025; and

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the total compensation for the Contractor shall not exceed the amount of One Hundred One Thousand, Four Hundred Seven Dollars and Twenty Cents ($101,407.20).

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

AGREEMENT

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

4.1 The term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date, unless terminated earlier as provided herein.

Section 2. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred One Thousand, Four Hundred Seven Dollars and Twenty Cents ($101,407.20). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B" titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of November 7, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

LIFTECH ELEVATOR SERVICES, INC.

By: _____
Daniel M. Simon, President

EXHIBIT "B"

FEE SCHEDULE

ELEVATOR INSPECTION AND REPAIR SERVICES
300 E. STATE STREET
REDLANDS, CA 92373

DATE RANGE	MONTHLY FEE	ANNUAL FEE
June 21, 2022 to June 20 2023	$2726.00	$ 32,712.00
June 21, 2023 to June 20, 2024	$2862.30	$ 34,347.60
June 23, 2024 to June 20, 2025	$2862.30	$ 34,347.60
TOTAL FEES		**$101,407.20**

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of elevator maintenance services ("Agreement") is made and entered in this 21st day of June, 2022("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Liftech Elevator Services, 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 elevator maintenance services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.1 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this

Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to 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.

4.2 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 Total compensation for Contractor's performance of the Services shall not exceed the amount of Thirty-Two Thousand Eight Hundred Forty-Eight Dollars and Thirty Cents ($32,848.30). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

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

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

CITY	CONTRACTOR
City Clerk	Suriel Castro, Administrative Manager
City of Redlands	Liftech Elevator Services, Inc.
35 Cajon Street	2897 Gardena Avenue
P.O. Box 3005 (mailing)	Signal Hill, CA 90755
Redlands, CA 92373	suriel@liftechelevator.com
jdonaldson@cityofredlands.org	562-997-3639
(909) 798-7531	Fax 562-997-3680

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City (or ten (10) days' notice if cancellation is due to nonpayment of premiums).

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 representatives from and against any and all claims, losses and liability, including reasonable 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 upon the default of Contractor, by providing not less than ten (10) days prior written notice of default and opportunity to cure to Contractor and of City's intent to terminate in the event a cure does

not occur within those ten (10) days. 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 the effective date of a termination notice, Contractor shall immediately discontinue its provision of the Services and, 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

By: _____
Paul T. Barich, Mayor

LIFTECH ELEVATOR SERVICES, INC

By: _____
Daniel M. Simon, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

L:\ca\Agreements\Liftech Elevator Services Agreement.NPS-2.1.FY21-0151.docx.jn

EXHIBIT "A"

SCOPE OF SERVICES

Full Maintenance Services as set forth in this Agreement on the following listed elevators:

Citrus Center – 300 E. State Street, Redlands, CA 92373

Quantity	Type	Manufacturer	Number of Landings
2	Hydraulic Passenger	TKE/TAC	7
1	Traction Service	TKE/TAC	7
1	Hydraulic Passenger	Dover	2

The Contractor shall provide 10 hours of preventive maintenance per month

The Contractor will periodically provide exclusive maintenance service to the City utilizing skilled and qualified personnel directly employed and administered by the Contractor.

The Contractor agrees to maintain the elevator equipment listed above by performing the work in accordance with the terms and conditions of this Agreement. Exceptions to this Agreement must be referenced by "Supplemental Proposals" attached as a separate Addendum and listed below.

In the event that the elevator equipment includes Phase I or Phase II Fire Service operation, the Contractor shall perform monthly testing and record the results in the machine room. Testing to be performed between the hours of 8:00a.m. and 4:30p.m. Monday – Friday.

Any Alterations to this Agreement will be listed below as an Addendum.

In accordance with this Agreement, the Contractor shall periodically inspect, adjust and lubricate as necessary. Replacement of the following components or equipment will be at the Consultant's discretion, provided that the components or equipment exist on the listed elevator(s) at the Effective Date of this Agreement.

Traction Machine Components: Brakes, Brake Coil, Bearings and Drive Sheave

Hydraulic Pump Unit Components: Pumps, Valves, Motors, Belts, Valve Magnet Coils

Governor: Sheave, Shaft Assembly, Bearings, Contacts and Jaws

All Idler Sheaves: Deflector and Secondary, Car and Counterweight, Compensation and Governor Tension Assemblies

Controller Components: Relays, Contactors, Solid-State Components, Resistors, Condensers, Transformers, Leads, Timing Devices and Computer Devices.

Selector Components: Drives, Contacts, Brushes, Tapes and Guides

Door Equipment: Interlocks, Contacts, Bottom Door Guides (Gibs), Electronic Detector Edges, Door Operator, Zone Clutch and Rollers

Hoistway Limit Switches:	Slowdown Switches, Leveling Switches, Cams and Vanes
Guide Shoes:	Rollers, Replaceable liners, Arms and Bushings
Buffers:	Springs or oil, Switches, Seals and Packing
Fixtures:	Contacts, Switches, Buttons, Locks, Lamps, Holders and Indicators
Motor and Motor Generator Components:	Tachometer, Regulator, Field Windings, Rotating Elements, Commutator, Bearings, Brushes and Brush Holders

Lubricants specially formulated, tested and selected for the preventative maintenance required.

Lubrication of guide rails (car and counterweight) except where type of guides and/or safety devices require dry rails.

Periodic Cleaning of elevator pit(s). Periodic draining of the gear case and refiling with new gear oil.

Labor and Material to attend to the special requirements of hoist cables including periodic examination, lubrication and equalization. Contractor shall replace hoist cables or governor cables when the recommended factor of safety is compromised and at the Contractor's discretion. Where applicable, to periodically inspect group dispatcher, only during regular working hours, and perform the necessary procedures to provide optimal performance for overall elevator response. Group performance is subject to the limitations of the equipment and some work may not be safely completed when group is energized.

Parts inventor will be maintained by Contractor during the term of this Agreement. To minimize downtime and support preventive maintenance a supply of frequently used parts will be located in the machine room (where applicable), or in the technician's mobile vehicle. All parts remain the property of the Contractor until installed.
Wiring Diagrams shall be furnished by the City (when available and applicable). All diagrams shall be maintained for use by Contractor technicians. Diagrams furnished by City shall remain the property of City.

It is understood that the City shall provide Contractor with unrestricted access to all areas of the building in which any part of equipment listed in this Agreement is located. City agrees to keep all associated equipment rooms and elevator pits free of water and stored materials.

Additional Services

24-Hour Customer Support – The Contractor shall provide City with its 24-hour dispatching service for emergency response to elevator malfunctions. The service includes 24-hour answering of all preprogrammed elevator phones at no additional charge to City.

City may request Contractor to dispatch a technician to perform minor adjustments and repairs if an elevator malfunction occurs between regular examinations.

Preventive Maintenance Charts – Contractor shall maintain detailed maintenance charts that shall remain in the equipment machine room during the term of this Agreement. The charts illustrate

the systematic maintenance schedule followed by Contractor technicians. All maintenance charts are available to City to ensure the highest quality of service possible.

Administrative Support – Contractor shall assign a supervisor to conduct periodic inspections of equipment and audits of preventive maintenance charts to ensure quality control. Contractor shall also appoint an account representative who shall be available to discuss maintenance issues and assist with upgrades or modernizations.

Conditions of Service

The Contractor's responsibility shall be limited to repairs and replacements required by this Agreement. These repairs and replacements are based on normal wear and tear and under no circumstance will Contractor assume responsibility for the following items unless written as a Supplemental Proposal and attached as a separate Addendum. Any preexisting conditions that may become identified by Contractor's technician within a 120-day period shall be excluded. Upon identification of any pre-existing conditions, Contractor shall supply a proposal for any necessary repairs. If not authorized to proceed with the necessary repairs, Contractor shall maintain the elevator system in its current mode of operation.

- Any and all replacement or repairs that are out of the reasonable and direct control of the Contractor, including vandalism, misuse, negligence and acts of God.
- Any and all modifications to original or existing equipment, including code requirements or insurance recommendations.
- Emergency power systems, seismic devices, smoke sensors and sensor control equipment, emergency lighting systems, emergency intercom systems, telecommunication devices, phone line, captivate, CE Elite position indicators, security control systems, card reader devices and audio or video equipment.
- Guide rail replacement and alignment including rail brackets and associated hardware.
- Any and all safety tests.
- Hydraulic plunger or jack unit including: cylinders, liners, head, wear ring set, plungers, casings, support brackets, piping, conduit, packing and associated components of the hydraulic system that are below or above ground.
- Cab enclosure, including structural members and enclosure panels, removable panels, door panels, car operating panels, all ceilings and lighting components, handrails, all flooring material and sub-flooring, fans heaters and air conditioning equipment.
- Hostway enclosures, including hoistway door frames and sills, hoistway doors, swing door closures, fireproofing material, separator screens, pit ladders, pit lighting circuits, secondary access doors and grate flooring, waterproofing and water removal.
- Power delivery system, including circuit breakers, disconnects, fuses, power buses, distribution and isolation transformers, and power feeders.
- All damage to the traveling cables caused by or as a result of coming into contact with obstructions/elevator equipment in the hoistway is to be excluded from this agreement.

- Any and all equipment failures resulting from delay in proceeding with needed upgrades in which a proposal has been submitted.
- All hoistway and car signal fixture face plates, lenses and any cosmetic attachments.
- Any and all upgrades or revisions related to controller software, relays, boards, drives and associated electrical components.
- All Babbitt style bearings or hoist cable shackles are excluded from repair, upgrade and/or replacement.
- Replacement of any and all governor rope and hoist cables due to rouging or exposure to moisture resulting from environmental conditions.

Contractor shall not be responsible for any work required, or any claims, liabilities, or damages caused by adverse machine room conditions, including temperature variations below 65 degrees and above 90 degrees Fahrenheit, or excessive humidity.

City shall be responsible for the cost of correcting all outstanding Elevator code and/or safety violations pre-existing on the Effective Date of this Agreement.

In time, the current equipment and system design may become outdated. Contractor shall not be responsible for modernizing, upgrading, repairing, re-manufacturing or performing any improvements due to obsolescence, dated technology and component revisions or alterations.

EXHIBIT "B"

FEE SCHEDULE

Citrus Center – 300 E. State Street, Redlands, CA 92373

Date Range	Monthly Rate	Annual Rate
July 1, 2022 to May 31, 2020	$2,726.00	$29,986.00
June 1, 2023 to June 30, 2023	$2,862.30	$2,862.30
TOTAL		$32,848.30

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.

LIFTECH ELEVATOR SERVICES, INC

By:_____ Date: 07/01/2022

Daniel m. Simon, President

City Council/Successor Agency Meeting **J. 13.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $12,374.10 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce on December 31, 2023 (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that this request is appropriate, the following motions are provided:

1. I move that City Council determine that the New Year's Eve Orange Drop event, hosted by the Redlands Chamber of Commerce is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act;

2. I move to authorize and approve a request for in-kind support in the amount of $12,374.10 related to the New Year's Eve Orange Drop event, hosted by the Redlands Chamber of Commerce on December 31, 2023;

3. I move to authorize the sale and consumption of alcoholic beverages for the Redlands Chamber of Commerce's event;

4. I move to authorize the temporary street closure of Citrus Avenue between 9th Street and 6th Street; the closure of 6th Street, 7th Street, and 8th Street between E. State Street and Citrus Avenue.

RECOMMENDATION:

Staff recommends that the City Council determine 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, that the City Council direct staff accordingly concerning the request for in-kind support, the request for street closures and authorize the sale and consumption

of alcoholic beverages during the New Year's Eve Orange Drop event.

DISCUSSION:

The Facilities and Community Services Department is responsible for managing applications and permits for special events within our city's public areas. Once a special event permit is issued, the event can proceed upon payment of the requisite fees. Our city recognizes the value of collaborating with non-profit organizations to provide services that benefit our community. Consequently, the City Council occasionally considers authorizing in-kind support, including the use of city resources and facilities, to support special events.

The Redlands Chamber of Commerce has submitted a request for approval to temporarily close certain streets on December 31, 2023, as part of their Annual New Year's Eve Orange Drop event. Specifically, they are seeking permission to temporarily close Citrus Avenue between 9th Street and 6th Street, as well as the temporary closure of 6th Street, 7th Street, and 8th Street between E. State Street and Citrus Avenue. The requested street closures are between 9:00 a.m. and 10:00 p.m. on December 31, 2023. In addition to street closures, the Chamber of Commerce is requesting in-kind support and departmental resources totaling $12,374.10. The Redlands Chamber of Commerce is also requesting permission to serve alcohol at the event that will end no later than 8:00 p.m.

The Chamber of Commerce is a registered non-profit organization based in the City of Redlands. The City Council previously approved in-kind support of $12,929.70 for the New Year's Eve Orange Drop event in 2019. Although the event has not taken place since then, the Chamber envisions the Third Annual New Year's Eve Orange Drop as a family-friendly gathering in Downtown Redlands, drawing a significant crowd of approximately 3,000 people to downtown businesses. The application states that this event is designed to showcase our local businesses, enhance their visibility, and potentially boost sales. Moreover, it offers opportunities for local vendors to participate and extends its advertising reach beyond Redlands to other areas in the East Valley and the Inland Empire.

ALTERNATIVES:

The City Council has the option of denying the request for in-kind support or augmenting the amount of support given.

STRATEGIC PLAN:

Supports Strategic Plan Priority A: Quality of Life - Strategic Objective 1: Beautification, Arts and Culture.

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Service/Finance Director

PREPARED BY:
Erik Reeves. Field Services Superintendent

Fiscal Impact

Fiscal Year: 2023/24
Amount: $12,374.10
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)	**2023 Amount**	**Type**	**2019 Amount**
Police Personnel1	$7,909.00	Hard Cost	$9,867.00
Fire Personnel1	$2,235.14	Hard Cost	$2,147.70
FCS Personnel1	$1,875.00	Hard Cost	$640.00
Fire Equipment	$260.96	Soft Cost	$200.00
FCS Equipment	$0	Soft Cost	$75.00
Personnel & Equipment Subtotal	**$12,280.10**		**$12,929.70**
Fees Established by City Council Resolution			
Ed Hales Park Reservation	$94.00	Soft Cost	N/A
Fees Subtotal	**$94.00**		**$0**

Total Departmental Charges and Fees	**$12,019.14** (hard) **$354.96** (soft) **$12,374.10 (Total)**		**$12,929.70**

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 in-kind support 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	In-kind support Amount	Net Amount
$181,689.14	$13,385.96	$0	$195,075.10	$195,075.10

Attachments

Chamber NYE In-Kind-Services
New Year's Eve Orange Drop Closure
Authorization to Serve Alcohol
Verification of Non-Profit

City of Redlands *In-Kind Support Request*

Event Name: New Year's Eve Orange Drop

Event Date(s): 12/31/2023 **Location(s):** Citrus Ave - West of 6th St-East of 9th Street

Rain Out Date: N/A **Beginning Time:** 5PM **End Time:** 9PM

Describe Your Request:

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

Requesting street closures, police and fire waivers to accomodate up to 3,000 attendees for New Year's Eve festivities and patrons of local restaraunts/bars/retailers, ending with the "Orange Drop" at midnight.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — for street closure of Citrus Ave
- [x] Police (*Public Safety Personnel*) — Police and First aid
- [x] Fire (*Paramedics, Inspectors*) — Unit and first aid
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — Cleanup and road closure assistance
- [ ] 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.

- [x] Other — cardboard trash containers 30

Group/Organization Name: Redlands Chamber of Commerce

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1137980

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

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

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

Primary Contact Name & Title: Justin Bouzane, Committee Chair for NYE Orange Drop

Mailing Address: 47 N 1st Street, Redlands, CA 92373

Phone Number: 909-345-0911 **E-Mail Address:** director@redlandschamber.org

Updated 6/2021

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

Positive outcomes for your organization from this

The third annual New Year's Eve Orange Drop is designed to create excitement in downtown Redlands, attracting thousands of residents and visitors to downtown businesses In anticipation of the Orange Drop at midnight. This event provides the Chamber with visibility to the local and surrounding communities and partnership with the city and local businesses, demonstrating the efficacy of programs and membership.

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

The Chamber forecasts an increase in local sales for the downtown businesses, including additional local vendors from elsewhere in Redlands that will have space to set-up as part of the event. Advertising targets will include not just Redlands, but the Inland Empire. The goal is to increase additional sales and TOT that provide a direct, positive economic impact for the city.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	2,000	1,500	5
Attendance: Non-Residents	1,000	500	5
Food & Beverage Sales	$800	$800	$5,000
Merchandise Sales			
Ticket/Entrance Fees	0	0	0
Other	$40,000 sponsorships	$12,500	
Total Revenue	$1,000		

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

Signature: Justin Bouzane **Title:** Chair

Please Print Your Name: Justin Bouzane **Date:** 8/4/2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

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

Date/Time of Activity 12/31/2023-1/1/2024 Date/Time of Set-up 12/31 @ 9am Estimated Attendance 3,000

Requested Park: Brookside Community Crafton Brookside Ed Hales Ford
Jennie Davis Prospect Smiley Sylvan Texonia ✓ Other _____
Citrus Ave - West of 6th St-East of 9th Street

Name of Organization/Individual Redlands Chamber of Commerce ✓

Address 47 N First St City Redlands State CA Zip 92373

Phone (W/H) 909-793-2546 (C) _____ (Email) director@redlandschamber.org

Nature of activity (describe in detail): New Year's Eve Orange Drop

☐ **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 6 Temporary Trash Bins ✓ Electricity
___ Other _____

Type of Vendor/Service

Jumper___ Caterer___ Clown___ Face painter___ Police ✓ Fire ✓ Other _____

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

_____ **Section "A"** (select tables desired)
1 2 3 4 5 6 7 8 9
10 11 12 13 14 15 16 17

_____ **Gazebo** Times: _____ am/pm to _____ am/pm Total Hours ___

_____ **Section "C"** (select tables desired)
1 2 3 4 5 6 7

_____ **Covered Picnic Area** Times: _____ am/pm to _____ am/pm Total Hours ___

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment Crane - 100 foot crane

Nature of Use Carrying the Orange for the Orange Drop Time of day to be used 12/31 5PM am/pm to 10PM
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 _____

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. Yes Insurance Company Hub Insurance

Signature of Applicant Justin Bouzane Date 8/4/2023

OFFICE USE ONLY

_ ____ Approved ____ Not Approved Authorized Signature _____ Date _____

Requirements: _____

Event: Redlands Christmas Parade

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Redlands Chamber of Commerce

To close (street names) Citrus Ave

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

On (date) 12/31 from (time) 9am am/pm to (time) 11pm am/pm

Address of Applicant: 47 N First St, Redlands, CA 92373

Signature of Applicant: Justin Bouzane Phone No. 909-815-8148

Condition(s): Traffic control provided by Redlands Police Department, we can provide volunteers

Event Description: 2023 New Years Eve Orange Drop will drop at 9PM

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:

City of
REDLANDS
Incorporated 1888
City of Redlands
35 Cajon Street, Suite 222, Redlands, CA 92373
909-798-7655

QUALITY OF LIFE
DEPARTMENT

Christopher Boatman
Quality of Life Director

Park Reservation/ Special Events Permits
Insurance Requirements

The Special Event Holder shall secure and maintain the insurance coverage described below for the duration of the Event, and such insurance shall act as primary coverage with respect to any insurance or self-insurance programs maintained by the City.

- ***Single Day Event-***
  - General Liability Insurance:
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - The City of Redlands must be named as an Additional Insured
    - Event Name, Date, and Location should be noted in the Certificate's Description field

  Only required if alcohol is being served or sold at the Event:
  - Liquor Liability Insurance
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - The City of Redlands must be named as an Additional Insured
- ***Multiple Day Event-***
  - General Liability Insurance:
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - Two Million Dollars ($2,000,000.00) Aggregate
    - The City of Redlands must be named as an Additional Insured
    - Event Name, Dates, and Location should be noted in the Certificate's Description field

  Only required if alcohol is being served or sold at the Event:
  - Liquor Liability Insurance
    - One Million Dollars ($1,000,000.00) Per Occurrence
    - Two Million Dollars ($2,000,000.00) Aggregate
    - The City of Redlands must be named as an Additional Insured

The Special Event Holder shall instruct their insurance agent/broker to furnish a properly executed Certificate of Insurance to the City's Risk Management Division for review of compliance with these requirements. Submission **MUST** be made at least **7 Days Prior to Event** to avoid Permit cancellation and total or partial loss of paid fees.

Submissions are requested to be sent by the agent/broker directly via email to INSURANCE@CITYOFREDLANDS.ORG or via US Mail to:

City of Redlands
Risk Management Division
P.O. Box 3005
Redlands, CA 92373

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE OF EVENT 2023 New Years Eve Orange Drop

PROPOSED LOCATION State Street: from 5th Street to 8th Street

APPLICANT'S INFORMATION

ORGANIZATION'S NAME: Redlands Chamber of Commerce

CONTACT PERSON: _____ PHONE: _____

ADDRESS 47 N First St, redlands, CA 92373

EVENT INFORMATION

DATE OF EVENT 12/31/2023 HOURS 5 PM - 12:30 AM

NAME OF EVENT 2023 New Years Eve Orange Drop

ARE FEES BEING CHARGED FOR EVENT? ☐ YES ☑ NO PRICE _____

ARE FEES BEING CHARGED FOR ALCOHOL? ☑ YES ☐ NO PRICE VIP Sponsors

TYPE OF ALCOHOL BEING SERVED? Beer Wine ✓ Distilled Spirits

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing the Redlands Chamber of Commerce and in consideration of being permitted to conduct the Event, agree that the members/participants of New Year's Eve Orange Drop shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' park facilities.

The members/participants of 2023 New Years Eve Orange Drop hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damage to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF New Year's Eve Orange Drop AND THAT I HAVE SIGNED THIS AGREEMENT ON

Date 8/4/2023 Signature Justin Bouzane

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal Code, Section 12.44.270 does allow, "through the permitting process, the consumption of alcoholic beverages or liquors in enclosed public areas in public parks. The enclosed area is comprised of these areas which have been approved for use and secured by a barrier, portable fence, screen or materials approved by the Quality of Life Director.

Tape or ribbon of some kind may also be used for setting off the area for which the alcoholic beverage is served and consumed. Alcohol sales and distribution shall stop one hour prior to end of event unless otherwise directed by PD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof. (Ord. 1431 § C(4), 1971)

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee (Cashier's Check or Money Order) payable to ABC. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/district-offices/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Chamber of Commerce	95-1137980
Organization Mailing Address: 47 N First St, redlands, CA 92373	

LICENSE TYPE

☐ **Special Daily Beer and Wine ($50.00)**	☐ **Daily General ($75.00)**	☐ **Special Temporary License ($100.00)**
☐ Amateur Sports Organization ☐ Charitable ☐ Civic ☐ Cultural ☐ Fraternal ☐ Political ☐ Religious ☐ Social ☐ Other:	☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure ☐ Organization Formed for Specific Charitable or Civic Purpose ☐ Fraternal Organization in Existence over Five Years with Regular Membership ☐ Religious Organization ☐ Vessel per Section 24045.10 B&P ($50.00)	☐ Television Station per Section 24045.2 or 24045.9 B&P ☑ Non-profit Corporation per Section 24045.4 and 24045.6 B&P ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P ☐ Other Special Temporary License Per Section: License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event
12/31/2023	1	5PM To 9AM	☐ Yes ☐ No *Mark Yes, if the event is 100% virtual*
Event Address (Street #, name, and city)		Event Location Description (Jones Park, Pavilion A, etc.): Citrus Ave & 8th St - Barricaded area	Location Within the City Limit: ☑ Yes ☐ No
Event Type: ☐Barbeque ☐Dinner ☐Sporting Event ☐Birthday ☐Festival ☑Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☐Other: ☐Dance ☐Picnic		Type of Entertainment	Event Open to Public: ☑ Yes ☐ No
		Estimated Attendance: 3,000 / Security Guard: ☐ Yes ✓ No / If Yes, how many	Outdoor Event: ☑ Yes* ☐ No **If Yes, a diagram of the event area is required*

REQUIRED

☐ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Justin Bouzane	909-815-8148	justin@resultsgrouprealestate.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Evan Stanford, Executive Director	818-425-5667		8/4/2023
Property Owner Approval By (Name) Required: City of Redlands	Phone Number	Signature	Date Signed
Law Enforcement Approval By (Name), If applicable	Phone Number	Signature	Date Signed
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

INSTRUCTIONS FOR OBTAINING A DAILY LICENSE

FEES:
Beer & Wine ..... $50.00 a day
General (includes beer, wine & distilled spirits) ..... $75.00 a day
Special Temporary License $100.00

METHOD OF PAYMENT: Cashier's check or money order made payable to the Department of Alcoholic Beverage Control.

APPLICATION REQUIREMENTS:

- Complete *Daily License Authorization* (Form ABC-221)
- Authorization from property owner is required (property owner may sign Form ABC-221 or a signed letter showing the date, time, place and type of alcoholic beverages to be served may be submitted)
- A detailed diagram of the event location may be required on outdoor events (Form ABC-253)
- Form ABC-221 must be submitted to the local ABC District Office which has jurisdiction over the event location. For a listing of ABC District Offices, please visit https://www.abc.ca.gov/contact/district-offices/
- Form ABC-221 may be submitted either in person or by mail
- Form ABC-221 must be received within ten (10) days of the event, but should not be submitted more than thirty (30) days in advance

- **Effective July 1, 2022, any nonprofit organization applying for a temporary or daily license is required to have a valid certified Responsible Beverage Service (RBS) server onsite during the event within the area where the service of alcoholic beverages is occurring. The name, Server ID, certification expiration date and contact phone number for the certified RBS server that will be present each event date must be included on the ABC-221. Certified RBS servers can retrieve their Server ID and expiration date through ABC's RBS Portal.**
  - **For additional information, please visit https://www.abc.ca.gov/education/rbs/**
  - **Virtual Events: Events that will be be held 100% virtually are exempt from the RBS server mandate.**

If your organization intends to make a "Casino Night" or use controlled games as part of your fundraising event, you must comply with Business and Professions Code Section 19985, which includes pre-approval from the Bureau of Gambling Control of the Department of Justice. Please visit http://www.oag.ca.gov/gambling/charitable for more information.

QUALIFIED ORGANIZATIONS

- To qualify for a GENERAL license, you must be:
  An organization formed for a specific charitable or civic purpose, a fraternal organization in existence for over five years, a religious organization, or a political organization
- To qualify for a BEER AND WINE license, you must be:
  An existing non-profit organization, including a charitable, civic, cultural, fraternal, patriotic, political, religious, social or amateur sports organization
- If this is the **first time** your organization is having an event, the organization must first be qualified by the Department. As proof, you should bring in IRS and/or Franchise Tax Board documents showing your tax exempt status with your tax D. number

POLICE DEPARTMENT APPROVAL:

Police department approval may be required when any of the following apply:

- A large number of people are attending
- The event is being held on a public street or in a public area (i.e. - parking lot)
- This is the first time an event is being held at the location
- The event is a "casino night"
- In certain other circumstances at the Department's discretion.

It is the applicant's responsibility to obtain local law enforcement's approval. This may be done via a letter from the local agency, or the official may sign directly on Form ABC-221.

CONDITIONS:

Issuance of the license may be subject to conditions relating to the sales, service, and consumption of alcoholic beverages. If conditions are imposed, a representative of the organization may be required to come into the ABC office to sign them.

If above requirements are not met, the one day license may not be approved.

CITY OF REDLANDS
ONE STOP PERMIT CENTER

BARRICADE RENTAL

Name of Organization: Redlands Chamber of Commerce	Name of Contact: Evan Stanford, Executive Director
Address: 47 N First St	Address:
City: Redlands	City:
Phone: 909-815-8148 Alternate Phone: 818-425-5667	Phone: Alternate Phone:
Date(s) needed From: 12/31/2023 9AM To: 10PM	Location of Use: Citrus Av- 6th St to 8th St & 8th St, 7th St, 6th St Citrus/State
Pickup from City Yard: Date Time	Return to City Yard: Date Time

Purpose of Use: 2023 New Years Eve Orange Drop

Barricades

Barricades TBD	EACH	1 days	$2.50/day/each	$
Date Paid			**Total Rental Fee Due**	$

Rules for use of City barricades.

1. Barricades shall be rented only to recognized non-profit/civic groups located within the City of Redlands.
2. Barricades shall not be marked or altered in any way, no holes shall be drilled in materials.
3. Barricades shall be kept clean and free from dirt and debris, including tar, oil, paint, etc.
4. All items shall be returned in the condition as they were received. Barricades shall be stacked on pallets if taken from pallets.
5. The organization renting barricades shall be liable for the full replacement value of any and all materials lost or damaged.

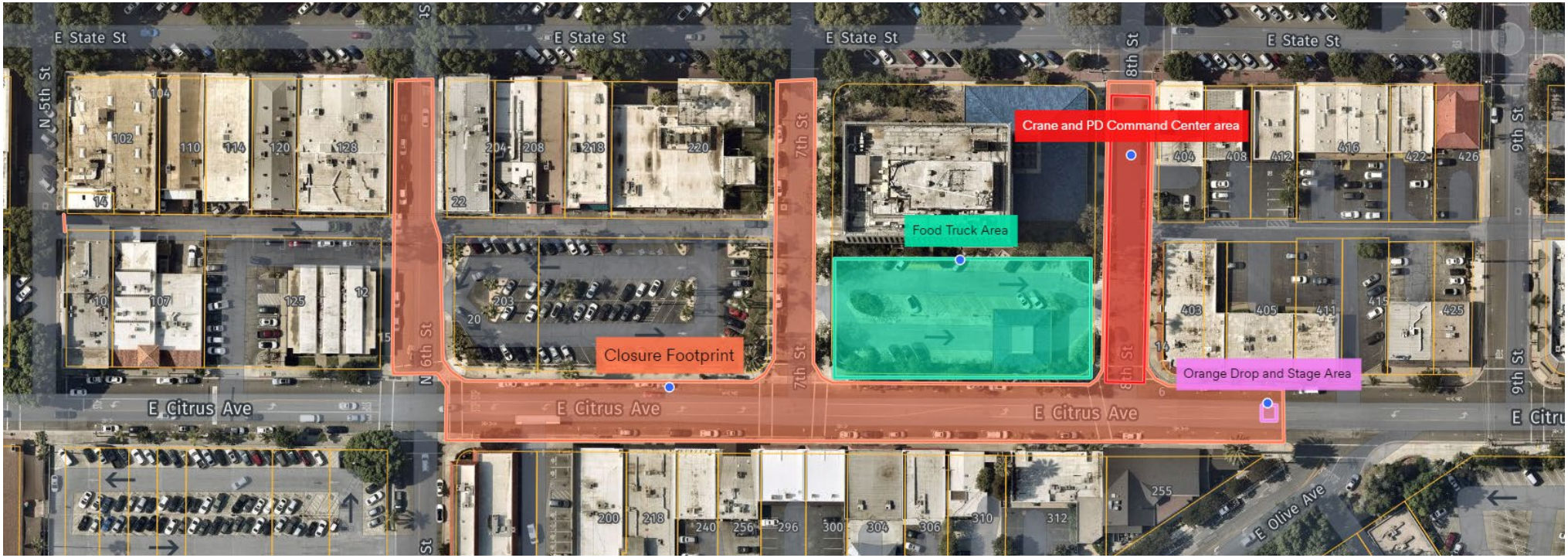
Barricades shall be picked up and returned to the Redlands City Yard, 1270 W. Park Avenue, Building M.

I am the duly authorized representative of the above-named organization. I have read and agree to the rules for the use of City barricades as herein stated.

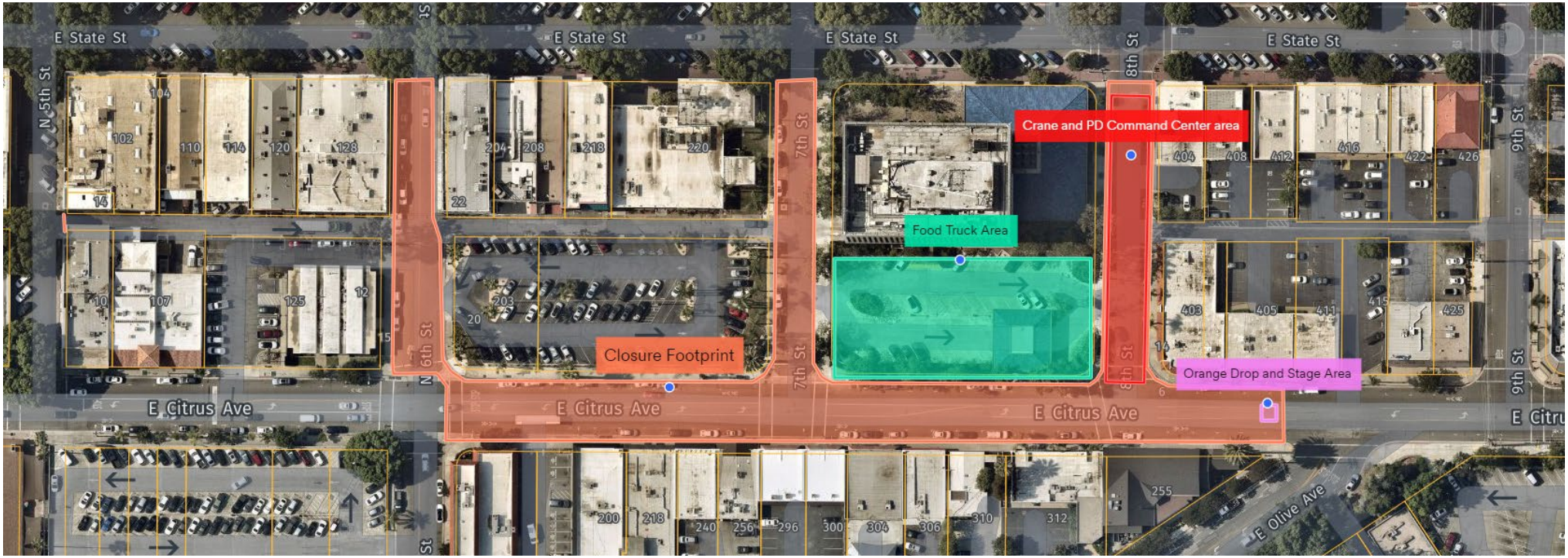
Signed: Justin Bouzane	Title: Chair	Date: 8/4/2023
Approved:	Title:	Date:

Revised Jan 2012

New Year’s Eve Orange Drop Closure/Area



New Year’s Eve Orange Drop Closure/Area



CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE OF EVENT 2023 New Years Eve Orange Drop

PROPOSED LOCATION State Street: from 5th Street to 8th Street

APPLICANT'S INFORMATION

ORGANIZATION'S NAME: Redlands Chamber of Commerce

CONTACT PERSON: _____ PHONE: _____

ADDRESS 47 N First St, redlands, CA 92373

EVENT INFORMATION

DATE OF EVENT 12/31/2023 HOURS 5 PM - 12:30 AM

NAME OF EVENT 2023 New Years Eve Orange Drop

ARE FEES BEING CHARGED FOR EVENT? ☐ YES ☑ NO PRICE _____

ARE FEES BEING CHARGED FOR ALCOHOL? ☐ YES ☐ NO PRICE _____

TYPE OF ALCOHOL BEING SERVED? Beer Wine Distilled Spirits

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing the Redlands Chamber of Commerce and in consideration of being permitted to conduct the Event, agree that the members/participants of _____ shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' park facilities.

The members/participants of 2023 New Years Eve Orange Drop hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damage to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF _____ AND THAT I HAVE SIGNED THIS AGREEMENT ON

Date 4/12/2023 Signature _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal Code, Section 12.44.270 does allow, "through the permitting process, the consumption of alcoholic beverages or liquors in enclosed public areas in public parks. The enclosed area is comprised of these areas which have been approved for use and secured by a barrier, portable fence, screen or materials approved by the Quality of Life Director.

Tape or ribbon of some kind may also be used for setting off the area for which the alcoholic beverage is served and consumed. Alcohol sales and distribution shall stop one hour prior to end of event unless otherwise directed by PD or ABC office.

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REDLANDS CHAMBER OF COMMERCE

EIN: 95-1137980 | United States

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

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

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

City Council/Successor Agency Meeting **J. 14.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $3,180 related to the The Artlands Walk event hosted by The Artlands Creative to be held on December 9, 2023; approve a request to temporarily close East Vine Street, from Cajon Street to 6th Street, and Civic Center parking lot; authorize the request for the sale and consumption of alcoholic beverages at the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

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

2. I move to authorize and approve a request for in-kind support in the amount of $3,180 related to this event; and

3. I move to authorize the temporary street closure of East Vine Street from Cajon Street to 6th Street and Civic Center parking lot; and I move to approve the request for the sale and consumption of alcoholic beverages for The Artlands event to be held on December 9, 2023.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary closure of East Vine Street from Cajon Street to 6th

Street Civic Center parking lot on December 9, 2023, for the Artlands event. Staff further recommends that the City Council direct staff accordingly concerning the request for in-kind support and the request for the sale and consumption of alcoholic beverages.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city resources and facilities in support of a special event.

The Artlands Creative is requesting approval to temporarily close East Vine Street from Cajon Street to the 6th Street Civic Center parking lot from 11:00 a.m. to 6:00 p.m. for the event. Additionally, they are requesting in-kind support in the amount of $3,180 for departmental resources including Facilities and Community Services and Police Personnel. The Artlands Creative is a non-profit organization operating out of the City of Redlands. The Artlands Creative will be responsible for operating the proposed pouring station and for obtaining the daily license to serve alcohol from the Office of Alcohol Beverage Control. The Artlands Creative is requesting permission to serve beer at the event that will end no later than 7:00 p.m. The City Council's approval is necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559; therefore, the granting of this request is outside city staff's purview.

The event is exempt from the requirements of the CEQA guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may deny the request or waive a portion of the fees.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

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

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

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

PREPARED BY:
Amber Davis, Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24
Amount: $3,180.00
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)	**2023 Amount**	**Type**	**2022 Amount**
Police Personnel[1]	$1,500.00	Hard Cost	$
Fire Personnel[1]	$	Hard Cost	$
Fire Equipment	$	Soft Cost	$
Facilities & Community Services Personnel[1]	$1,680.00	Hard Cost	$
Facilities & Community Services Equipment	$	Soft Cost	$
Personnel & Equipment Subtotal	**$**		**$**
Fees Established by City Council Resolution			

		Soft Cost	
Fees Subtotal	**$3,180.00**		**$**
Total Departmental Charges and Fees	**$3,180.00**(hard) **$0**(soft) **$3,180.00(Total)**		**Total**

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

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2022-23 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$181,689.14	$13,385.96	$0.00	$195,075.10	$195,075.10

Attachments

Verification of Non-Profit
Street Closure Map
ABC Permit Request
In-Kind Request

COACHELLA VALLEY ART SCENE

EIN: 46-5257168 | Cathedral City, California, United States

Other Names

THE COACHELLA VALLEY ART SCENE

THE ARTLANDS CREATIVE

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. *Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.*

Exemption Type: 501(c)(3) ?

Exemption Reinstatement Date: 05-15-2022

Revocation Date: 05-15-2020

Revocation Posting Date: 08-11-2020

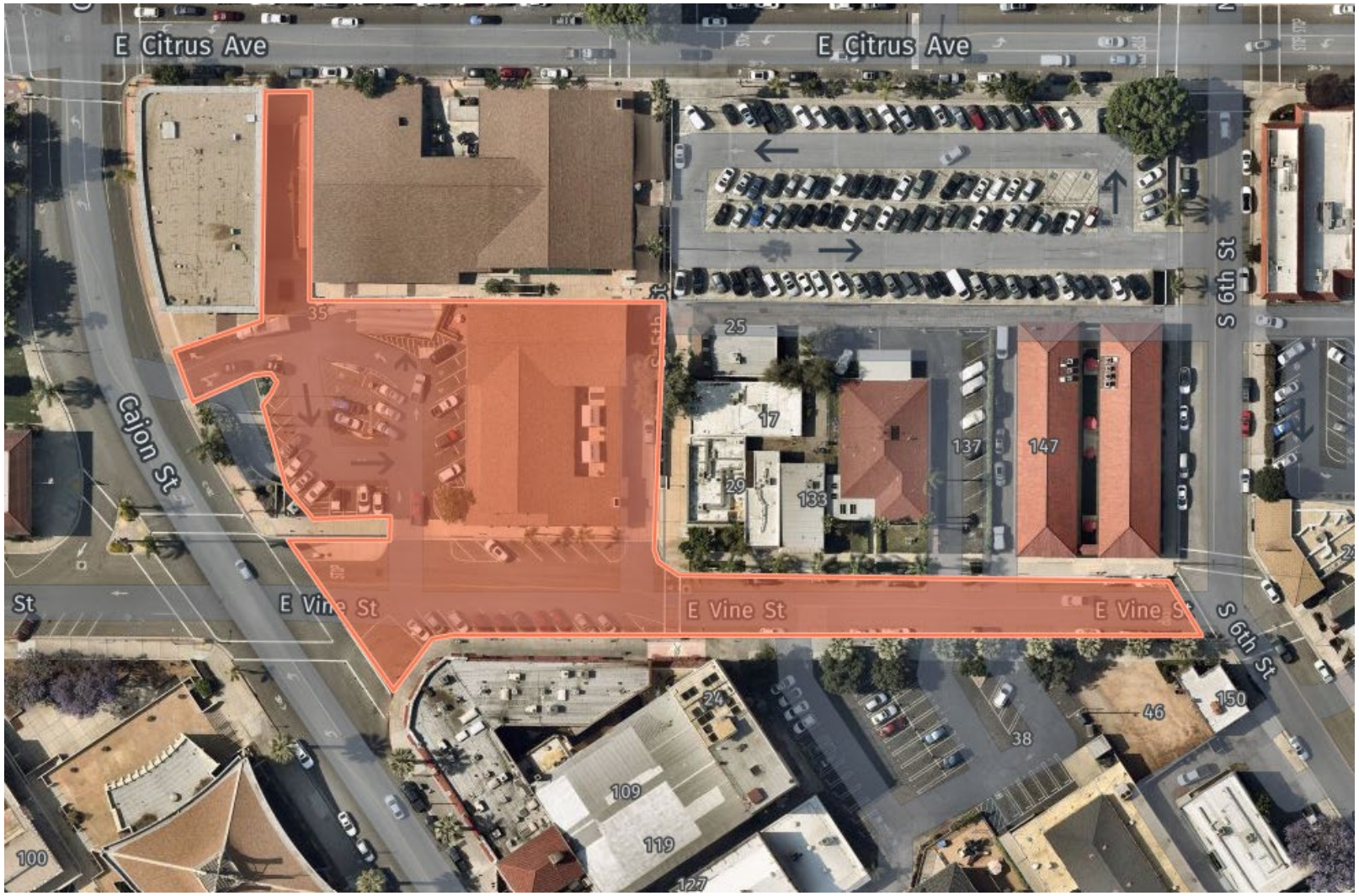
Determination Letter

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_46-5257168_THECOACHELLAVALLEYARTSCENE_08202014.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_46-5257168_THECOACHELLAVALLEYARTSCENE_08202014.tif]
- FinalLetter_46-5257168_THEARTLANDSCREATIVE_02212022_00.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_46-5257168_THEARTLANDSCREATIVE_02212022_00.tif]

Artlands Creative Artwalk Street/ Area Closure



CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: ARTLANDS

DATE OF EVENT: 12/09/2023 HOURS: 11am - 6pm

LOCATION: East Vine Street, City Hall Breezeway/Parking Lot

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: The Artlands Creative

CONTACT PERSON: Daniel Gohman PHONE: (909) 519-0783

EMAIL: theartlandsca@gmail.com ADDRESS: 18 E. Vine St., Redlands, CA 92373

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☑ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $8-$15

TYPE OF ALCOHOL BEING SERVED: BEER ☑ WINE ☑ DISTILLED SPIRITS ☐

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing The Artlands Creative and in consideration of being permitted to conduct the Event, agree that the members/participants of ARTLANDS shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of ARTLANDS hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF ARTLANDS AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 10/01/2023 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

City of Redlands *In-Kind Support Request*

Event Name: ARTLANDS

Event Date(s): 12/09/2023 **Location(s):** East Vine Street/ City Hall Breezeway & Parking Lot

Rain Out Date: 12/09/2023 **Beginning Time:** 11:00am **End Time:** 6:00pm

Describe Your Request:

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

Request to waive fees associated for street closure for community art & music event featuring art vendors, live music, beer garden, and interactive activities. Alos requesting power a power source to be accessible in the City Hall parking lot

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades/traffic cones/ no-parking
- [x] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Power source, card board trash containers

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

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

- [ ] Other

Group/Organization Name: The Artlands Creative

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 46-5257168

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

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

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

Primary Contact Name & Title: Daniel Gohman, Executive Director

Mailing Address: 18 E. Vine St., Redlands, CA 92373

Phone Number: (909) 519-0783 **E-Mail Address:** theartlandsca@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	This event provides a platform for local artists and musicians to showcase their work and for the community to come out and enjoy/participate. It raises awareness about our organization and the work that we do in the community. It is also helps us to raise funds which enables us to sustain our work and presence in the community.
Describe what economic benefit and impact this event will bring to the City:	This event brings people to Redlands which benefits the businesses downtown. It helps the businesses on Vine Street and in the Fox Theatre building specifically. We also utilize local businesses such as Junior's Party Rental and Hangar 24 Craft Brewery and we give free space to other local nonprofits to showcase their organizations.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	300	300	25
Attendance: Non-Residents	200	200	25
Food & Beverage Sales	Beer - about $1,300	Beer - about $1,300	1
Merchandise Sales	$900 - Artlands	$900 - Artlands	
Ticket/Entrance Fees	N/A	N/A	
Other	Vendor Fees - $1,500	Vendor Fees - $1,500	50 - 60
Total Revenue	$3,700	$3,700	

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

Signature: Daniel Gohman **Title:** Executive Director

Please Print Your Name: Daniel Gohman **Date:** 10/1/2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

City Council/Successor Agency Meeting **K. 1.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Facilities and Community Services Director Crocker)

MOTION:

DISCUSSION:

For this evening's City Council meeting, Chairman Michael Day will be presenting the annual report of the Citrus Preservation Commission.

SUBMITTED BY:

Fiscal Impact

Discussion:

There is no financial impact associated with this item.

City Council/Successor Agency Meeting **K. 2.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Sister Cities Hino, Japan Visit Report (Mayor Tejeda)

DISCUSSION:

For this evening's City Council Meeting, Mayor Tejeda will provide a report relating to his attendance at the 60th Anniversary Celebration of Sister City Hino, Japan; where he traveled to from October 28, 2023 to November 4, 2023.

City Council/Successor Agency Meeting **K. 3.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: City Council Priorities: Northside Economic Development (Development Services Director Desatnik)

MOTION(S):

This is an informational item. No motion is required.

RECOMMENDATION:

Hear the staff presentation and provide any comments as appropriate.

DISCUSSION:

On August 22, 2023, in a special meeting of the City Council, seven project/program priorities were identified. This report focuses on the "Northside Economic Development/Opportunity Zones" priority. For purposes of this report, "Northside" will be defined as the boundaries of Census Tract 80.02 which is the only low and moderate income census tract within the City of Redlands. It is also designated as an Opportunity Zone pursuant to the federal 2017 Tax Cuts and Jobs Act. This Northside area is generally bounded by Lugonia and San Bernadino Avenues to the north, Church Street on the east, the railroad tracks on the south and Tennessee Street on the west. Attachment A to this report shows the exact boundaries.

Staff has outlined below four specific initiatives that could benefit new or expanding businesses in the Northside area. The first two could be implemented at minimal cost to the City and would be services made available citywide. The third and fourth items below would target new or expanding businesses in the Northside only.

JumpStart Meeting Program: A new business assistance no-cost service that would allow an entrepreneur, or a new or relocating small business, the

opportunity to meet with a team of city staff for up to 30 minutes during the Development Review Committee process. The business owner along with any representatives (real estate broker, contractor, architect, etc.) could present preliminary plans, sketches, ideas, ask questions and get feedback for their business or development proposal for a specific site within the city. An explanation of the application, review and permitting process, and the estimated length of time the review and approval process may take will be provided. The Economic Development Manager would serve as the point of contact for those interested in applying to participate in a JumpStart meeting.

Business Liaison Representative/ Business Concierge Service: The City would advertise and promote the Economic Development Manager as a "Concierge" to entrepreneurs and existing small business owners/ representatives for any questions about starting or expanding their business. This could be marketed through social media, brochures, handouts, etc. Depending on needs, assistance may include:

- Providing individualized information and assistance to start your business.
- Provide site-specific selection availability through the current available properties database.
- Market demographic information and data about the market potential for a specific business category.
- Connecting the business to other resources and organizations serving entrepreneurs/small businesses.
- Hands-on guidance through the permit application and development process (through the Jumpstart meeting)
- Continued communication with the applicant throughout the city's permit application and approval process

Fee Waivers for New and Expanding Businesses in the Northside: The City could waive fees such as Business License fees, Planning fees (e.g. CUP fees), and/or Building Permit fees as a financial incentive. Staff proposes to bring back to the City Council a policy to implement these waivers and proposes to implement them as a program concurrent with the next budget cycle beginning on July 1, 2024.

Job Creation/Business Incentive Program for New and Expanding Businesses in the Northside: This would be a forgivable loan program that would use Community Development Block Grant (CDBG) funds. For new or expanding businesses, up to a $25,000 loan would be provided for each low/moderate income job created. As long as the qualified person hired remained on the payroll for a two-year period, the loan would be forgiven. Staff

recommends allocating $50,000 a year of the City's annual CDBG budget for this program on a trial basis. If successful, it can be made part of the City's on-going CDBG funded programs. Loan proceeds could be used for property improvements; purchase of business equipment; or working capital. Staff will include this program in our recommended CDBG budget for fiscal year 2023-24 which will be presented to the City Council for consideration in January.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

The initiatives described in this report support Priority A "Quality of Life," "Economic Vitality" strategic objective.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Brian Desatnik, Development Services Director

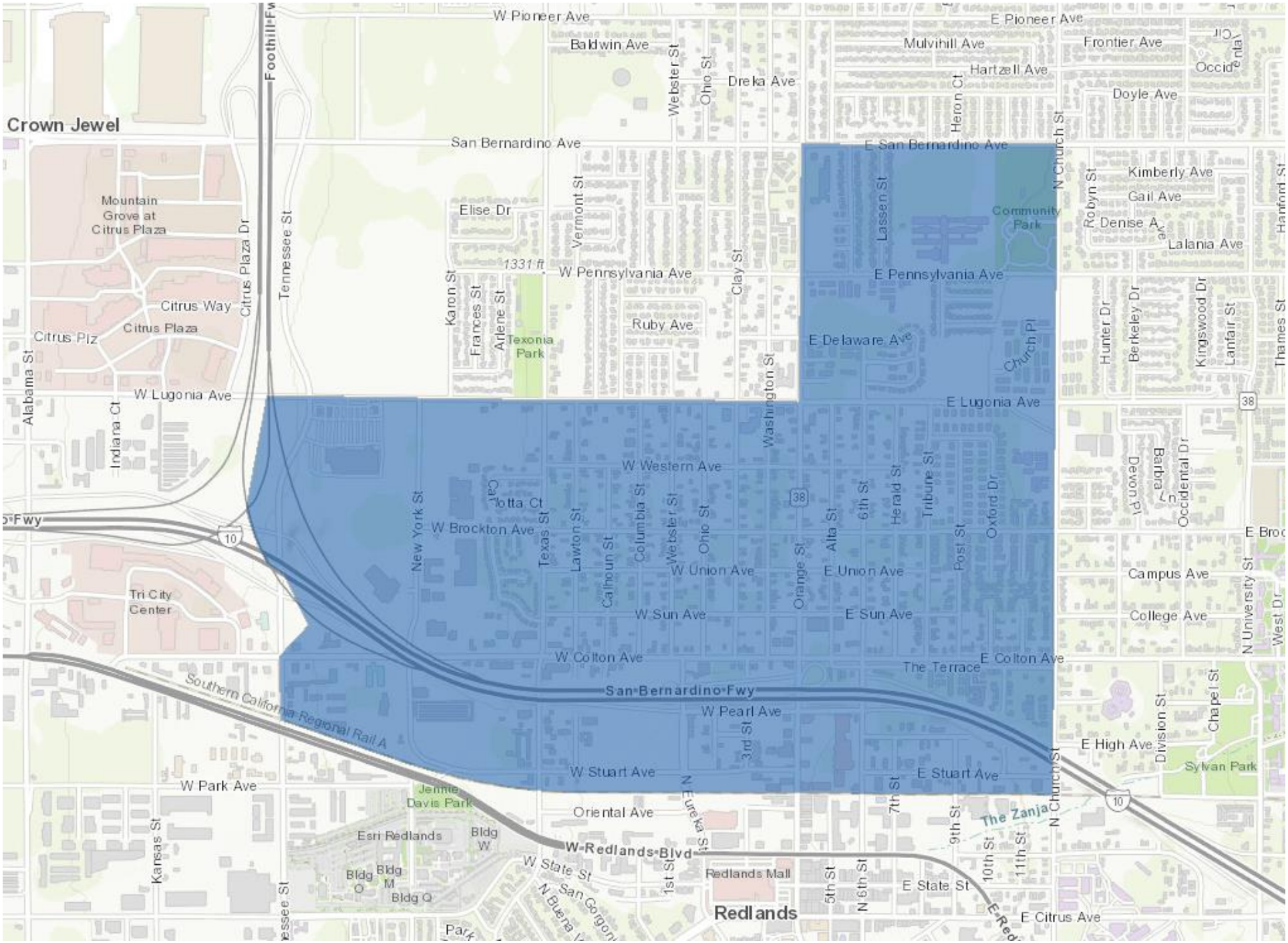
Fiscal Impact

Discussion:

NA

Attachments

Attachment A: Northside Map


Crown Jewel
Mountain Grove at Citrus Plaza
Citrus Plaza Dr
Citrus Way
Citrus Plz
Citrus Plaza
Alabama St
Indiana Ct
W Lugonia Ave
Foothill Fwy
Tennessee St
W Pioneer Ave
Baldwin Ave
Webster St
Ohio St
Dreka Ave
E Pioneer Ave
Mulvihill Ave
Frontier Ave
Hartzell Ave
Heron Ct
Doyle Ave
San Bernardino Ave
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N Church St
Kimberly Ave
Gail Ave
Robyn St
Denise Ave
Lalania Ave
Elise Dr
Vermont St
Lassen St
Community Park
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W Pennsylvania Ave
E Pennsylvania Ave
Clay St
Karon St
Frances St
Arlene St
Texonia Park
Ruby Ave
E Delaware Ave
Church Pl
Hunter Dr
Berkeley Dr
Kingswood Dr
Lanfair St
Thames St
Washington St
E Lugonia Ave
W Western Ave
Calotta Ct
New York St
W Brockton Ave
Texas St
Lawton St
Calhoun St
Columbia St
Webster St
Ohio St
Orange St
Alta St
6th St
Herald St
Tribune St
Post St
Oxford Dr
Devon Pl
Barbara Ln
Occidental Dr
E Brock
Campus Ave
College Ave
N University St
West Dr
W Union Ave
E Union Ave
W Sun Ave
E Sun Ave
Tri City Center
W Colton Ave
E Colton Ave
The Terrace
Southern California Regional Rail A
San Bernardino Fwy
W Pearl Ave
3rd St
E High Ave
Division St
Chapel St
Sylvan Park
W Stuart Ave
E Stuart Ave
W Park Ave
Jennie Davis Park
Oriental Ave
N Eureka St
7th St
9th St
The Zanja
N Church St
Esri Redlands
Bldg W
Bldg O
Bldg M
Bldg Q
W Redlands Blvd
W State St
N Buena
1st St
Redlands Mall
5th St
N 6th St
E State St
10th St
11th St
E Citrus Ave
Kansas St
Redlands
Park

City Council/Successor Agency Meeting **L. 1.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Fiscal Years 2023 & 2024 Mid-Biennium Budget Update (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve the Mid-Biennium Budget Update for Fiscal Years 2023 and 2024.

RECOMMENDATION:

Staff recommends that the City Council approve the Mid-Biennium Budget Update for Fiscal Years 2023 and 2024.

DISCUSSION:

On June 7, 2022, the City Council adopted the City's first biennial budget covering fiscal years 2022-23 and 2023-24, referred to herein as FY 2023 and FY 2024. Biennial budgeting refers to the practice of developing a budget every two years. Under the City's biennial budgeting process, this mid-biennium budget update is presented as a review of FY 2023 and a revision to FY 2024.

Subsequent to the adoption of spending plans for fiscal years 2023 and 2024, the City Council took various actions that had budget implications, including acceptance of grants and other budget amendments. In addition, several General Fund revenues have changed from levels that were previously estimated. These changes, along with the refinement of all other revenue and expenditure estimates and changes to personnel costs are reflected in the proposed amended 2023 & 2024 Mid-Biennium Budget.

The Mid-Biennium Budget Update was developed with an expectation that the demand for programs, services and events will continue to increase and some revenues will continue to show solid growth due to both inflation and a relatively healthy local economy. However, there is a recognition that the pace of post-pandemic revenue growth is slowing and will return to a more normal economic cycle.

A summary and overview of these changes is included in the attached FY 2023 & 2024 Mid-Biennium Budget Update document that includes the City Manager's Budget Message as well as schedules that provide fund-level detail across all departments.

ALTERNATIVES:

The Council may choose to modify, table or reject this item.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
James Garland, Assistant Finance Director
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

Fiscal Impact

Fiscal Year: 2024

Discussion:

Modifications to Fiscal Year 2024 appropriations and revenues, as well as 12-month revised estimates to close Fiscal Year 2023 are contained in the attachment and include the summary of fiscal impacts.

Attachments

Fiscal Years 2023 & 2024 Mid-Biennium Budget Update

CITY OF REDLANDS

FY2023 and 2024

Mid-Biennium Budget Update

November 7, 2023

City Council
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tempore
Council Member Denise Davis Council Member Jenna Guzman-Lowery
Council Member Mario Saucedo

City Manager
Charles M. Duggan, Jr.

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CHARLES M. DUGGAN, JR.
City Manager

City of
REDLANDS
Incorporated 1888

35 Cajon Street,
Redlands, CA 92373
909-798-7510
cduggan@cityofredlands.org

City of Redlands
FY 2023 & 2024 Mid-Biennium Budget Update
City Manager's Budget Message

As we begin Fiscal Year 2024, now is a great time to reflect on our journey as a city. As the financial impacts of the pandemic are receding further into the distance, there are more opportunities to make investments in our community. Under direction of the City Council, the City has remained strongly committed to providing quality public services, investing in the wellbeing of our community, and building and maintaining strong public infrastructure to serve the City well into the future.

Revenue growth has been encouraging, and we have made significant strides in rebuilding organizational capacity. At one point in time, in the wake of the COVID-19 pandemic, the City had as many as 110 vacancies, representing almost 20% of its workforce. The pace of inflation, the pandemic, and labor shortages over the past year caused talent loss and recruitment challenges for our organization. Of significance, through the combined efforts of the City's negotiating team and its labor partners, the City Council and each of its 9 employee associations, we have reached agreement on new memoranda of understanding (MOUs). The MOUs include enhanced City contributions towards health insurance premiums to equalize benefits received by new employees compared to tenured employees as well as Cost of Living Adjustments (COLAs) for all employees over three (3) years to combat inflation. These improvements to employee benefits and compensation will enable the City to address the many recruitment and retention challenges faced by the public sector currently. A solid commitment to employee recruitment and retention is paramount to retaining a high-quality workforce.

Over the last few years, including the current 2024 fiscal year, the City has made concerted efforts towards expanding and implementing new programs, services, and initiatives to address unhoused members of our community. Our efforts to respond to and support the unhoused population have been bolstered by a recently awarded $4.5 million Encampment Resolution Funding (ERF) grant from the State of California. This grant is dedicated to supporting homeless outreach services, short-term rental assistance, shelter and transitional housing, employment services, and various wrap-around services for the local homeless population. The ERF grant is set to fund these efforts until June 2026, representing a three-year commitment to addressing homelessness.

Also, the City continues its collaborative efforts with partners like Shangri-La and Step Up on Second, resulting in the development of a 98-studio hotel conversion project, providing permanent supportive housing units. These units are currently at full occupancy, offering housing solutions to 120 local Redlands individuals that are unhoused. Several other efforts are underway, including the deployment of Homeless Outreach Teams in partnership with local community-based organizations, the expansion of shelter and transitional bed capacity through similar partnerships, and expanding the provision of temporary shelter solutions like hotel vouchers.

Measure T

This past fiscal year, 2023, the City dedicated $20.75 million in Measure T funding towards staffing, enhanced service levels, and capital improvement and maintenance projects, including:

- Continued funding for 61 new and restored staffing positions for Police, Fire, Library services and the Facilities & Community Services Department
- $700,000 in Project Homekey matching funds for 100 permanent supportive housing units
- Basketball gym resurfacing, Senior Center ceiling & lighting replacement, Recreation Center restroom renovation
- Purchase of 8 vehicular crowd protection barricades to secure perimeters of downtown events
- Specialized Law Enforcement tactical equipment and software programs
- 90,000 square feet plus of alley repaving & 85,000 square feet plus of sidewalk replacement projects
- Tree trimming for 25% of the City's urban forest
- The engineering plans for the modernization and Building Code retrofit of Fire Station 262
- Addition of $2.7 million to the Safety Hall / Fire Station future facilities reserve
- The renovation of the City's Emergency Operations Center, including computer equipment
- Expansion of the Downtown Attendant Program and Recreation/Senior Center events and programming

A full reconciliation of Measure T Fiscal Year 2023 Expenditures and Revenues will be made available in the first quarter of calendar year 2024, when final audited financial information is available.

Focusing on the spending plan for FY 2024 Measure T revenues, we note that the themes continue to be investment in public infrastructure, public safety staff and equipment, capital spending and service enhancements. Below is a summary of Measure T planned expenditures for FY 2024.

Projected Measure T Sales Tax *Revenue*	$19,953,000
Proposed *Spending* for Fiscal Year 2024	
Ongoing Costs of Additional Staffing funded in FY 2022 by Measure T -	
16 full-time & 3 part-time Police Dept. positions, including 5 police officers	
2 full-time & 2 part-time positions in the Library, fully restoring prior hours of service	
3 full-time positions in the Fire Dept.	
	$ 2,029,338
Ongoing Costs from Additional New Staffing funded in FY 2023 –	
Police Department – 11 full-time (2 dispatchers, 2 police officers, etc.)	
Fire Department – 15 full-time (Battalion Chief, 3 Fire Engineers, 3 new crews, etc.)	
Facilities & Community Services Department – 7 full-time, 2 part-time (maintenance, recreation, etc.)	
Library – 4 full-time, 1 part-time (library specialist, maintenance workers, etc.)	
	$ 4,491,803
One-Time Service Level Enhancements -	
Match for grant to replace & upgrade City's Emergency Operations Center	150,000
Replace Police Tactical Communications Radios	680,000
Fire Station 262 Modernization / Building Code Retrofit	548,000
Fire Department light vehicle replacement	180,000
Replace Fire Tactical Communications Radios	825,000
Replacement of apparatus bay doors on Fire Stations 262 & 263	500,000
Exterior paint for Fire Stations 261 & 262	115,000
Replace & Upgrade various park facilities (restrooms, lighting, playgrounds)	1,226,197

Upgrade & Enhance Community & Senior Center Facilities	647,500
Parks Master Plan development	250,000
	$ 5,121,697

Ongoing Service Level Enhancements -	
Police Department: Equipment Leases, IT Equipment & Contract Services	1,105,520
Increase in Paramedics Fund transfer	621,977
Capital leases & contractual services (Parks, Streets, Trees, etc.)	196,097
Annual City contribution for Project Homekey Homelessness Solution grant	700,000
Additional Programs for Community & Senior Center Facilities	228,600
Vehicle Replacement for Recreation	31,000
Various specialized Police software tools and hardware	134,095
Citywide Sidewalk/ADA Replacement	500,000
Alley Improvement Project	800,000
Cash match for CA State Infrastructure Grant (Library)	200,613
Traffic & Parking Improvements	105,000
Restoration of Various Service Contracts for public facilities	343,053
	$ 4,965,955

Capital Improvement Projects -	
Tree Trimming for 25% of City Trees	1,000,000
Principal Contractor for Safety Hall Facility Construction	2,245,000
A. K. Smiley Library Conservatory & Heritage Room Flooring renovation	100,000
	$ 3,345,000
Projected Total Measure T *Spending*	$ 19,953,794

General Fund Highlights – FY 2024

As part of the budget updating process, staff reevaluated Fiscal Year 2023 revenue performance. Compared to budget, preliminary estimates show that general fund revenue exceeded projections by roughly $9.7 million dollars. The main categories responsible for this overperformance were property taxes, Measure T sales tax, franchise fees and investment income. The higher revenues coupled with changes in department appropriations, some of which were offset with carryover savings from the prior year, resulted in savings in the General Fund of roughly $6.4 million. This savings adds significantly to the General Fund's unassigned fund balance, which is estimated to be roughly $32.96 million at June 30, 2023.

Table 1

Category / Description	FY 2023 12-Month Estimate	FY 2024 Original Budget	FY 2024 Mid-Biennium Update	% Change
Financial Sources				
Taxes	93,398,704	89,231,890	91,435,716	2.5%
General Govt.	13,931,642	10,128,983	10,328,983	2%
Charges for Service	9,347,234	9,383,744	9,383,744	0%
Transfers In	2,636,093	2,450,517	2,450,517	0%
Uses of Reserves*	15,438,919	-	5,368,579	-
Total Sources	134,752,592	111,195,134	118,967,539	7%
Financial Requirements				
Dept. Appropriations	114,876,783	98,979,199	112,663,887	13.8%
Transfers Out	8,508,458	9,511,084	15,821,774	66.4%
New Reserves	4,949,701	2,700,000	-	
Total Requirements	128,334,942	111,190,283	128,485,661	15.6%
Use of Surplus Unassigned Fund Balance**	-	-	9,518,122	
Sources Over/Under Requirements	6,471,650	4,851	-	
Ending Unassigned Fund Balance	32,960,990	32,965,841	23,442,868	-28.9%

* The Use of Reserves category includes the annual carryover and encumbrances process, wherein unspent appropriations in the prior year are carried forward into the new year along with a reserve to offset their expense.
** The Surplus Unassigned Fund Balance may be drawn upon for one-time uses and initiatives or, if necessary, transfers to other funds

For Fiscal Year 2024, the decision was made to target the growing unassigned fund balance in the General Fund for reinvestment into human capital, supplies, equipment and services that would benefit the community. The Mid-Biennium Budget Update incorporates new labor contracts the City has negotiated with its labor partners. These agreements extend through June 2026 for full-time staffing and include Cost of Living Adjustments (COLAs), and enhanced City contributions towards health insurance premiums to equalize benefits received by new employees compared to tenured employees.

The General Fund proposed increase of roughly $17.3 million in spending includes:

- $7 million in personnel costs from new labor contracts previously negotiated and agreed to by the City Council and the City's nine bargaining units.
- $3 million increase in capital projects.
- $2 million increase in operating expenditures, such as services, supplies, and equipment.
- $4.6 million increase in transfers to City Hall/Safety Hall Capital Projects Fund previously approved by City Council.
    - This group of transfers out of the General Fund is completely funded by a release of monies held in the Future Facilities Reserve.
- $1.7 million increase in General Fund transfers to Other Funds.
- $904,000 increase in additional appropriations previously approved by City Council.
- $630,000 increase for additional staffing to enhance service levels citywide.
- $2.7 million decrease in new reserves that slightly offsets the increases above

General Fund Salaries and Benefits

Much of the General Fund proposed increase, approximately $7 million, is a result of salary and benefit increases negotiated and agreed upon by the City and the nine bargaining units representing employees. These labor contracts, or Memorandums of Understanding (MOUs), were adopted by the City Council on June 20, 2023, and July 24, 2023, and are effective July 2023 through June 2026. Along with these salary and benefit increases, CalPERS required employer contributions also increased and the fiscal impact has been accounted for in this budget update.

The City continually evaluates department operational staffing needs to provide City services. As a result of the most recent evaluation on staffing needs and analysis of available financial resources, the following changes are recommended to meet operational needs.

Additions

- Director of Human Resources (Human Resources)
- Principal Accountant (Management Services/Finance)
- Senior Administrative Assistant (Fire)
- Construction Inspector I/II (Municipal Utilities and Engineering)
- Part-Time Adult Literacy Assistant (Library)
- Part-Time to Full-Time conversion of Technical Services Clerk (Library)
- Two (2) Police Commanders (Police)
- Two (2) Police Records Clerks
- Two (2) Kennel Attendants (Facilities and Community Services)

Deletions

- Construction Manager (Municipal Utilities and Engineering)

These changes support enhanced service levels for the A. K. Smiley Public Library, Animal Services, Police and Fire Prevention. In addition, new staffing for internal service functions like Human Resources and Finance will expand administrative support and capacity within the organization.

General Fund Operating Expenditures

As a part of the Mid-Biennium Budget Update process, departments have analyzed operational needs that have yet to be funded. As a result of the analysis, $2 million in funding has been requested for the following:

- $825,000 for communication radios, equipment, and services (Fire).
- $680,000 for communication radios, equipment, and services (Police).
- $400,000 increase for an Environmental Impact Report related to the City's 2021-2029 Housing Element (Development Services).
- $85,000 increase for additional regulatory storm water permitting costs (Development Services).
- $35,000 for recruitment of executive/upper management-level vacancies (Human Resources).
- $32,000 for specialized software, hardware and office equipment (Police).

General Fund Capital Expenditures

Departments have also analyzed capital needs that have yet to be funded. As a result of the analysis, $3 million in funding has been requested to fund the following:

- $1.4 million for funding the Oakmont Park Channel Construction Project (Municipal Utilities and Engineering).
- $937,000 for additional parking spaces and parking deck structural repairs in downtown Redlands (Facilities and Community Services).

- $615,000 to replace Station 262 and 263 apparatus bay doors along with exterior enhancements to stations 261 and 263 (Fire).
- $105,000 to make enhancements to Library facilities including the conservatory, restrooms, and walkway to the Heritage Room (Library).

General Fund Transfers

The proposed 2024 Mid-Biennium Budget Update includes an increase of $6.3 million in transfer to other funds:

- $3 million to City Hall/Safety Hall Fund (406) for master construction management services for the new Safety Hall (previously approved and funded by a release of reserves).
- $1.4 million to City Hall/Safety Hall Fund (406) for design and construction management services for the new City Hall (previously approved and funded by a release of reserves).
- $250,000 City Hall/Safety Hall Fund (406) for IT infrastructure planning and design for both the new City Hall and new Safety Hall projects (previously approved and funded by a release of reserves).
- $807,548 to the Emergency Medical Services Fund (205) to offset the salary and benefit increases resulting from the new employee MOUs.
- $500,000 to the General Liability Fund (602) for higher insurance premiums due to a hardening of the broader insurance market.
- $384,563 to the Successor Agency to Redevelopment Agency Fund (820) to dissolve the Successor Agency pursuant to Health and Safety Code section 34187.

General Fund Reserves

During FY 2023, the City continued to add to its General Fund Reserves. Below is a summary of the current reserve categories in the General Fund. These monies are separate from the General Fund unassigned fund balance.

Table 2

Reserve Category	Amount as of 6/30/2024
Contingency (aka Rainy Day Fund)	$ 9,794,310
Parking Improvements	1,194,001
Park Facility Maintenance	100,000
Building & Imprvt. Maintenance	1,633,968
Unfunded Mandates	1,928,462
Capital: HVAC & IT Equipment	200,000
Capital: Projects over $50,000	906,264
General Fund Vehicles	62,506
Fire Equipment	408,142
Sidewalk Improvements	150,462
Public Benefit (multiple categories)	2,593,727
Future Facilities	20,192,907
Public Safety/Homelessness	2,527,356
Total General Fund Reserves	$ 41,692,106

The City has fully funded our reserves goals in accordance with Council policies. This further strengthens our ability to withstand future, inevitable, cyclical economic downturns.

Other Fund Highlights – FY 2024

Proposed expenditures in funds other than the General Fund have increased by $20.6 million over the original Adopted 2024 Budget. The proposed increases in other funds include:

- $15.5 million increase in additional appropriations previously approved by City Council.
    - Roughly $5 million of this amount was in the Water Projects budget for potable & non-potable water meter replacement, accelerating the replacement cycle from 5 years to 4 years.
    - Another $4.6 million represents the new spending added to Fund 406, the Safety Hall/City Hall capital project fund, for the design and construction management of these new facilities
    - There are also roughly $5 million in additional grants that have been appropriated in the Governmental Grants Fund (Fund 200)
        - An additional amount granted by the Community Development Block Grant Program for the Joslyn Senior Center Rehabilitation Project
        - Two Highway Safety Improvement Program grants to fund traffic signal improvements citywide
        - An Encampment Fund Resolution grant from the California Interagency Council on Homelessness to assist individuals in encampments to move off the streets into safe and stable housing.
- $4.3 million increase in personnel costs previously negotiated and agreed to by the City Council and the City's nine bargaining units.
- $405,000 increase in operating expenditures, such as services, supplies, and equipment.
- $400,000 increase for additional staffing to enhance service levels citywide.

Other Fund Salaries and Benefits

Approximately $4.3 million for the $20.6 million proposed increase, is a result of salary and benefit increases negotiated and agreed upon by the City and the nine bargaining units representing employees. As noted previously, CalPERS required employer contributions also increased and the fiscal impact has been accounted for in the $4.3 million increase.

As a result of analyzing staffing needs in funds other than the General Fund, the following position changes are proposed to better meet the service demands in areas like Water, Solid Waste, Customer Service and Information Technology.

Additions

- IT Security Analyst (Management Services/Information Technology)
- Utility Billing Technician (Management Services/Customer Service)
- Electrical and Instrumentation Technician (Municipal Utilities and Engineering)
- Five (5) Solid Waste Truck Drivers

Deletions

- Electrical and Instrumentation Apprentice (Municipal Utilities and Engineering)

The addition in Information Technology of an IT Security Analyst will support the expansion of cyber and information security policies and projects and the Utility Billing Technician will help facilitate the expansion of the meter replacement project and provide for continuity of billing operations. The Electrical and Instrumentation Technician will support expanded maintenance and repair of water utility field controls. Lastly, the five Solid Waste Truck Drivers will support the addition of three new collection routes recommended as a result of a new residential and commercial development throughout the City.

Other Fund Operating Expenditures

As a part of the Mid-Biennium budget update process, roughly $405,000 in additional funding has been requested for the following:

- $125,000 increase to update the hose reel system in the City's fleet maintenance shop (Facilities and Community Services).
- $280,000 increase for chemicals, machinery and equipment maintenance at the Wastewater Treatment Plant due to industry-wide inflationary pressure on prices (Municipal Utilities and Engineering Department).

Economic Outlook – FY 2024 & Beyond

With a conservative approach to budgeting, history of prudent planning, and effective cost controls, the City emerged from the pandemic in a strong financial position. The City's General Fund continues to maintain healthy reserves, currently at 32% of operating expenditures, or about $41.7 million, which is greater than the GFOA recommendation of no less than two months (17%) of regular General Fund operating revenues or expenditures. In addition to these designated reserves, the General Fund's unassigned fund balance is estimated at roughly $23.4 million at the end of fiscal year 2024, which may be drawn upon for one-time uses and initiatives or, if necessary, transfers to other funds.

The overall expectation for the City's General Fund revenues, which is further discussed below, is consistent with information received from the City's sales tax consultant, Hinderliter, deLlamas & Associates; the City's property tax consultant, HdL Coren & Cone; and the UCLA Anderson Economic Forecast. The City's recent revenue history and projected revenues for Fiscal Year 2024 are as follows.

Table 3

General Fund	Audited Actual	Biennial Budget - Updated			
Revenue Sources	FY 2022	FY 2023		FY 2024	
	Amount	Amount	% Growth Over Prior Yr.	Amount	% Growth Over Prior Yr.
Property Tax	35,544,452	37,921,492	7%	38,269,622	1%
Sales Tax	27,566,693	27,626,678	0.2%	28,105,261	1.7%
Measure T Sales Tax	20,665,478	20,749,000	0.4%	19,953,000	-4%
Business License Tax	4,799,214	5,048,068	5%	5,100,000	1%
Hotel Occupancy Tax	2,055,969	2,311,290	12%	1,609,000	-30%
Franchise Fees	2,625,852	4,511,534	72%	2,567,833	-43%
Total - Top 6 Sources	93,257,658	98,168,062	5%	95,604,716	-3%
Total Revenues	111,914,708	119,313,673	7%	111,195,134	-7%

The FY 2024 Budget considers that there are still risks to the economy, including inflation remaining high longer than anticipated, or the Federal Reserve rate adjustments leading to more slowing in the economy than anticipated, and while this is not predicted at this time, these risks could lead to a mild recession for the state. As well, a more positive outlook is also possible, with inflation easing in a shorter timeframe than anticipated and global economic pressures easing.

Notably, revenue forecasts included in this General Fund FY 2024 Budget were difficult to project due to the uncertainty of the current economic climate. For Fiscal Year 2024, property tax revenues are projected to grow by roughly 1%, compared to growth in the previous fiscal year of almost 7%. That 7% growth factor was a result of real estate activity through calendar year 2022 due to the lag between the time assessed valuation of properties is set by the County Assessor's Office and the time that property tax is received by the City. Due to this delay, property tax revenue projections do not fully reflect recent market activity. 2022 marked an extraordinary year of growth for the City as rising interest rates and home prices coupled with new construction lead to very strong gains in assessed values for the City. For FY 2024, the overall property tax receipts are expected to stabilize and only increase by 1% for Fiscal Year 2024.

Sales tax revenue is projected to grow by roughly 1.7%, compared to growth in the previous fiscal year of less than 1%. The projected increase in sales tax receipts is supported by continued low unemployment rates, available disposable income, an ongoing trend of consumers paying for goods and services at record rates and the continued elevated cost of goods because of elevated inflation. Although the national economy is still expanding and consumers are still spending, there remains uncertainty regarding the trajectory of the economy as the Federal Reserve uses monetary policy to combat inflation.

Measure T sales tax is projected to decrease by 4% from estimated receipts in FY 2023. For this revenue category, the forecast takes a conservative approach to systematically underestimate receipts to reduce the risk of budgeting more expenditures than actual revenues will be able to support. That being said, the Mid-Biennium Update revises the Measure T Sales Tax revenue forecast up by 6.7% from the previously adopted Mid-Biennium Budget levels for FY 2024.

In FY 2023, there are prior year increases in Franchise Fees and Hotel Occupancy Tax revenue that are not being assumed in the FY 2024 budget for General Fund revenue. Hotel Occupancy Taxes are expected to feel the effects of a slowing economy and decreased spending on hotel stays. For Franchise Fees, Southern California Gas Company and Southern California Edison generate roughly 70% of revenue in this category. In FY 2023, there were several anomalies that influenced the amount of revenue received by these utility companies that were one-time in nature (i.e., severe weather during the winter months and sharp spikes in unregulated natural gas prices). Due to these fluctuations, Franchise Fees are budgeted at levels consistent with their 5-year average revenue.

As demands on our resources continue to grow, we must thoughtfully grow to meet them. This document marks the continuation of an ongoing public budget development process from the adoption of the City's first Biennial Budget for Fiscal Years 2023 & 2024. Continued dialog, discussion and deliberations with both City Management and the City Council will occur throughout the coming months to pass an adopted biennial budget in June 2024 that allocates resources to achieve Council priorities, provide community enhancements and continue to deliver both core and new services.

Respectfully submitted,

Charles M. Duggan Jr.

Charles M. Duggan, Jr., City Manager
City of Redlands

General Fund Budget Summary

	2021-22 ACTUAL (AUDITED)	2022-23 12-MONTH ESTIMATE	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
AVAILABLE FINANCIAL SOURCES:				
BEGINNING FUND BALANCE-UNRESERVED	$ 22,793,837	$ 26,543,340	$ 32,960,990	$ 32,960,990
Revenues				
Taxes:				
Property	35,544,452	37,921,492	37,376,555	38,269,622
Sales	27,566,693	27,626,678	28,051,502	28,105,261
Measure T Sales Tax	20,665,478	20,749,000	18,696,000	19,953,000
Franchise	2,625,852	4,511,534	2,567,833	2,567,833
Other-(TOT, Property Transfer, Mining)	3,161,565	2,590,000	2,540,000	2,540,000
Total Taxes	89,564,040	93,398,704	89,231,890	91,435,716
General Government:				
Business Licenses	4,799,214	5,048,068	4,900,000	5,100,000
Motor Vehicle Fees	82,201	74,686	65,000	65,000
Interfund Charges	4,696,574	4,167,736	4,379,383	4,379,383
Investment Income	(2,627,449)	4,063,931	200,000	200,000
Other	454,109	577,221	584,600	584,600
Total General Government	7,404,649	13,931,642	10,128,983	10,328,983
Charges For Services:				
Development Services	3,918,885	3,755,621	3,439,239	3,439,239
Library	118,810	35,548	27,890	27,890
Police	830,555	387,581	522,982	522,982
Animal Services	-	111,873	214,595	214,595
Community Services	450,261	564,554	636,015	636,015
Fire	1,472,324	440,137	793,400	793,400
Facilities	2,893,647	2,823,901	2,659,623	2,659,623
Engineering	1,177,776	1,228,019	1,090,000	1,090,000
Total Charges For Services	10,862,258	9,347,234	9,383,744	9,383,744
Total Revenues	107,830,947	116,677,580	108,744,617	111,148,443
Interfund Transfers from Other Funds:				
Governmental Grants (200)	-	-	-	-
Gas Tax (207)	1,556,441	2,076,075	1,884,307	1,884,307
Traffic Safety (223)	141,082	202,000	202,000	202,000
Water (501)	1,348,076	278,189	282,516	282,516
Solid Waste (511)	576,841	55,880	57,186	57,186
Sewer (521)	461,295	23,949	24,508	24,508
Total Interfund Transfers From Other Funds	4,083,734	2,636,093	2,450,517	2,450,517
Other Financing Sources				
Extraordinary Land Sale	43,393,103	-	-	-
Total Other Financing Sources	43,393,103	-	-	-
Decreases/Use of to Reserves:				
Reserve for Advances Receivable	501,100	-	-	-
Reserve for Prepaids	209,601	-	-	-
Reserve for Donations	4,262	180,535	-	-
Reserve for PEG Fees	1,347	-	-	-
Reserve for Parking Improvements	-	-	-	750,000
Reserve for Maintenance: Bldgs. & Improv.	-	620,000	-	-
Reserve for Capital: >$50,000	55,863	829,588	-	-
Reserve for Animal Shelter Improvements	25,292	-	-	-
Reserve for Public Benefit	159,960	838,293	-	-
Reserve for Future Facilities	16,081,616	-	-	4,618,579
Reserve for Sidewalk Improvements	849,538	-	-	-
Reserve for Encumbrances	-	12,970,503	-	-
Total Cancellations or Decreases to Reserves	17,888,579	15,438,919	-	5,368,579
TOTAL AVAILABLE FINANCIAL SOURCES	$ 195,990,200	$ 161,295,932	$ 144,156,124	$ 151,928,529

General Fund Budget Summary (cont.)

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
FINANCIAL REQUIREMENTS:				
Appropriations/Expenditures				
City Council	$ 347,035	$ 556,249	$ 422,788	$ 448,496
City Manager (incl. HR)	5,599,008	7,496,692	7,667,449	8,053,757
City Clerk	213,078	596,698	453,870	474,353
City Attorney	1,169,085	775,451	809,835	860,568
Management Services	1,994,953	3,011,412	2,845,655	3,077,368
Development Services	3,592,249	5,961,826	4,501,627	5,469,427
Facilities	29,095,951	24,997,048	17,305,554	19,520,283
Community Services	1,533,688	2,674,752	2,848,118	3,014,736
Engineering	2,137,754	5,302,780	2,373,724	4,178,961
Library	2,601,164	3,484,320	3,200,205	3,697,576
Police	30,253,369	35,786,479	35,551,297	39,655,143
Fire	15,277,232	24,233,076	20,999,079	24,213,219
Total Appropriations	93,814,566	114,876,783	98,979,199	112,663,887
Interfund Transfers to Other Funds:				
Governmental Grants (200)	240	-	-	-
Paramedic Fund (205)	3,966,644	4,747,477	5,326,446	6,133,994
Downtown Redlands Business Assoc. (236)	63,238	-	-	-
Parking Authority (237)	9,336	11,642	12,799	12,799
Landscape Maintenance District (263)	48,683	21,639	21,839	21,839
Safety Hall (406)	16,081,616	-	-	4,618,579
Citrus Groves (538)	-	227,700	-	-
Liability Self-Insurance (602)	3,216,404	3,500,000	4,150,000	4,650,000
Successor Agency (820)	-	-	-	384,563
Total Interfund Transfers To Other Funds	23,386,161	8,508,458	9,511,084	15,821,774
New or Increases to Reserves				
Reserve for Advances Receivable	31,255	-	-	-
Reserve for Prepaids	721,316	-	-	-
Reserve for Donations	51,998	-	-	-
Reserve for PEG Fees	34,821	-	-	-
Reserve for Operational Contingency	946,209	562,425	-	-
Reserve for Maintenance: Bldgs. & Improv.	946,209	562,425	-	-
Reserve for Unfunded Mandates	946,209	562,425	-	-
Reserve for Capital: >$50,000	946,209	562,425	-	-
Reserve for Encumbrances	5,887,111	-	-	-
Reserve for Public Benefit	14,338	-	-	-
Reserve for Future Facilities	38,193,103	2,700,000	2,700,000	-
Reserve for Sidewalk Improvements	1,000,000	-	-	-
Reserve for Public Safety / Homelessness	2,527,356	-	-	-
Total New or Increases to Reserves	52,246,134	4,949,701	2,700,000	-
TOTAL FINANCIAL REQUIREMENTS	$ 169,446,861	$ 128,334,942	$ 111,190,283	$ 128,485,661
USE OF UNASSIGNED FUND BALANCE	-	-	-	9,518,122
SOURCES OVER/(UNDER) REQUIREMENTS	3,749,502	6,417,650	4,851	-
ENDING FUND BALANCE-UNRESERVED	$ 26,543,340	$ 32,960,990	$ 32,965,841	$ 23,442,868

Schedule of Proposed Reserves
FY 2024

Governmental Funds	Reserve	Estimated Balance 6/30/2023	Net Proposed Increase (Decrease) 2023-24	Estimated Total Reserve 6/30/2024
General Fund (101)	Contingency	9,794,310	-	9,794,310
	Set-asides:			
	Reserve for Parking Imprv.	1,944,001	(750,000)	1,194,001
	Maint: Park Facilities	100,000	-	100,000
	Maint: Buildings & Imprvs.	1,633,968	-	1,633,968
	Unfunded Mandates	1,928,462	-	1,928,462
	Capital: HVAC, IT Equip.	200,000	-	200,000
	Capital: over $50,000	906,264	-	906,264
	General Fund Vehicles	62,506	-	62,506
	Fire Equipment	408,142	-	408,142
	Sidewalk Imprv.	150,462	-	150,462
	Public Benefit	2,593,727	-	2,593,727
	Future Facilites	24,811,486	(4,618,579)	20,192,907
	Public Safety / Homelessness	2,527,356	-	2,527,356
	Total	$ 47,060,685	$ (5,368,579)	$ 41,692,106
Enterprise Funds				
Water (501)	Operating	$ 2,936,131	$ -	$ 2,936,131
	Maintenance	2,612,655	-	2,612,655
	Rate Stabilization	200,000	-	200,000
	Capital	9,058,140	(3,500,000)	5,558,140
	Treatment Plant Capital	5,000,000	-	5,000,000
	Total	$ 19,806,926	$ (3,500,000)	$ 16,306,926
Solid Waste (511)	Operating	$ 171,601	$ -	$ 171,601
	Total	$ 171,601	$ -	$ 171,601
Wastewater (521)	Operating	$ 1,290,727	$ -	$ 1,290,727
	Capital Contingency	1,397,067	-	1,397,067
	Capital	548,825	-	548,825
	Treatment Plant Capital	747,291	-	747,291
	Total	$ 3,983,910	$ -	$ 3,983,910
Non-Potable (531)	Capital Contingency	$ 17,981	$ -	$ 17,981
Groves (538)	Capital	$ 298,288	$ -	$ 298,288
Internal Service Funds				
Liability Insurance (602)	Self-Insured Retention	$ 500,000	$ -	$ 500,000
Workers Comp (606)	Self-Insured Retention	$ 1,000,000	$ -	$ 1,000,000

GENERAL FUND REVENUES

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2022-23 12 MONTH ESTIMATE	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM BUDGET
PROPERTY TAXES					
Current Secured Taxes	33,264,905	34,327,769	35,757,481	35,423,113	36,316,180
Current Unsecured Taxes	720,224	900,000	756,950	717,881	717,881
Supplemental Secured Taxes	557,146	336,362	490,000	352,047	352,047
Supplemental Unsecured Taxes	61,930	24,776	51,000	25,821	25,821
Secured PY Taxes	432,585	378,852	311,080	391,108	391,108
Unsecured PY Taxes	7,169	11,421	10,600	13,102	13,102
Supplemental PY Taxes	192,862	173,377	165,000	174,543	174,543
Possessory Interest Taxes	307,631	273,473	321,727	278,940	278,940
TOTAL PROPERTY TAXES	35,544,452	36,426,030	37,863,838	37,376,555	38,269,622
OTHER TAXES					
Sales Tax - Donut Hole	6,705,132	6,389,500	6,019,601	6,010,507	6,867,236
Sales and Use Tax	19,501,369	20,055,611	19,631,154	20,593,315	19,780,584
Public Sfy Sales Tax-Prop 172	1,360,192	1,447,680	1,475,259	1,447,680	1,457,441
Measure T Sales Tax	20,665,478	18,207,000	20,749,000	18,696,000	19,953,000
Property Transfer Tax	762,277	547,200	611,913	571,000	571,000
Transient Occupancy Tax	2,055,969	1,530,000	2,311,290	1,609,000	1,609,000
Franchise Fees	2,625,852	2,595,483	4,511,534	2,567,833	2,567,833
Mining Tax	343,319	362,000	288,810	360,000	360,000
TOTAL OTHER TAXES	54,019,588	51,134,474	55,598,561	51,855,335	53,166,094
TOTAL TAXES	89,564,040	87,560,504	93,462,399	89,231,890	91,435,716
OTHER REVENUES					
Business License	4,799,214	4,892,000	5,048,068	4,900,000	5,100,000
Dog License	52,175	55,500	46,095	54,600	54,600
Street Rep Fee-TruckHaul Prmt	4	-	12	-	-
Building Permits	1,349	1,000	1,094	1,000	1,000
Miscellaneous Permit	2,230	1,000	2,230	1,000	1,000
Motor Vehicle Fees	82,201	64,000	74,686	65,000	65,000
Mandated Costs Reimb	44,146	40,000	-	40,000	40,000
Cost Recovery/Reimbursed Exp	282	500	16	500	500
Cost Recovery/Reimbursed Exp	-	-	4,719	-	-
Cost Recovery/Reimbursed Exp	9,261	-	5,070	-	-
City Atty Services Reimbursed	90,514	90,000	81,492	90,000	90,000
City Ordinance Violation	7,273	6,000	9,162	7,000	7,000
Application/Filing Fee	190,945	170,000	198,783	170,000	170,000
PEG Fees	46,125	50,000	31,327	50,000	50,000
General Gov't Overhead	4,696,574	4,167,736	4,167,736	4,379,383	4,379,383
Investment Income	31,255	-	-	-	-
Investment Income	(2,658,704)	200,000	4,647,910	200,000	200,000
Returned Check Fee	172	500	129	500	500
Sale of Surplus Property	5				
Sale of Surplus Property	60	2,000	80	5,000	5,000
Miscellaneous Receipts	8,650	160,000	196,889	160,000	160,000
Miscellaneous Receipts	(85)	-	(244)	-	-
Misc. Taxable Sales	60	-	205	-	-
Bad Debt Recoveries	944	5,000	163	5,000	5,000
TOTAL OTHER REVENUE	7,404,649	9,905,236	14,515,621	10,128,983	10,328,983
TOTAL GENERAL GOVERNMENT	96,968,689	97,465,740	107,978,020	99,360,873	101,764,699

GENERAL FUND REVENUES

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2022-23 12 MONTH ESTIMATE	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM BUDGET
DEPARTMENT REVENUES					
DEVELOPMENT SERVICES	3,918,885	3,275,466	3,755,621	3,439,239	3,439,239
LIBRARY	118,810	71,550	35,548	27,890	27,890
POLICE DEPARTMENT	630,714	534,982	387,581	522,982	522,982
POLICE - ANIMAL CONTROL	199,841		-		
FIRE DEPARTMENT	1,472,324	787,700	440,137	793,400	793,400
FCS - ANIMAL SERVICES		212,595	111,873	214,595	214,595
RECREATION & SENIOR SERVICES	450,261	584,572	564,554	636,015	636,015
FACILITIES AND COMMUNITY SERVICES	2,893,647	3,524,626	2,823,901	2,659,623	2,659,623
ENGINEERING	1,177,776	1,037,000	1,228,019	1,090,000	1,090,000
TOTAL GENERAL FUND (101)	107,830,947	107,494,231	117,325,254	108,744,617	111,148,443

OTHER FUND REVENUES

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2022-23 12 MONTH ESTIMATE	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM BUDGET
OTHER FUND REVENUES					
GENERAL GOVT GRANTS (200)	4,097,564	794,406	794,406	-	-
EMERGENCY SERVICES (205)	1,137,459	1,135,000	1,135,000	1,135,500	1,135,500
HOUSEHOLD HAZARDOUS WASTE (206)	162,825	100,000	100,000	100,000	100,000
GAS TAX (207)	3,135,781	3,698,006	3,698,006	3,370,546	3,370,546
LOCAL TRANSPORTATION (209)	(5,639)	-	-	-	-
MEASURE "I" 2010 (210)	1,633,619	1,825,567	1,825,567	1,837,360	1,837,360
PARIS STREET RECONSTRUCTION (211)	127,490	-	-	-	-
AIR QUALITY IMPROVEMENT (221)	57,838	89,000	89,000	89,000	89,000
TRAFFIC SAFETY (223)	143,678	202,000	202,000	202,000	202,000
OPEN SPACE (227)	419,086	500,000	500,000	500,000	500,000
DOWNTOWN BUSINESS AREA (236)	33,949	151,000	151,000	154,000	154,000
PARKING AUTHORITY (237)	13,441	11,500	11,500	11,500	11,500
PUBLIC ART FUND (238)	(331)	-	-	-	-
TRANSPORTATION DEVELOPMENT ACT (241)	-	-	-	-	-
ASSET FORFEITURE (246)	113,914	119,600	119,600	119,600	119,600
SUPPLEMENTAL LAW ENFORCEMENT (249)	3,783	176,559	176,559	226,500	226,500
PARK & OPEN SPACE DEV (250)	1,408,479	1,500,000	1,500,000	1,500,000	1,500,000
PUBLIC FACILITIES DEV (251)	1,094,573	1,120,000	1,120,000	1,287,000	1,287,000
ARTERIAL STREET CONSTRUCTION (252)	528,723	722,000	722,000	831,000	831,000
TRAFFIC SIGNALS (253)	36,253	94,500	94,500	92,500	92,500
FREEWAY INTERCHANGES (254)	479,165	458,000	458,000	526,500	526,500
STREET LIGHTING DISTRICT #1 (260)	27,123	25,000	25,000	25,000	25,000
COMMUNITY FACILITY DISTRICT 2004-1 (261)	547,270	576,000	576,000	601,000	601,000
LANDSCAPE MAINTENANCE DISTRICT (263)	6,852	29,000	29,000	29,000	29,000

OTHER FUND REVENUES

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2022-23 12 MONTH ESTIMATE	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM BUDGET
GENERAL DEBT SERVICE (305)	52,921	30,430	30,430	30,430	30,430
STORM DRAIN CONSTRUCTION (405)	241,324	337,500	337,500	387,500	387,500
SAFETY/CITY HALL REPLACEMENT (406)	(72,628)	-	-	-	-
WATER (501)	29,843,844	36,067,973	36,067,973	36,902,184	36,902,184
WATER PROJECTS (501910)	486,843	-	-	-	-
WATER DEBT SERVICE (501930)	150	-	-	-	-
SOURCE ACQUISITION (508)	500,418	420,000	420,000	483,000	483,000
WATER CAPITAL IMPROVEMENT (509)	1,624,228	1,700,000	1,700,000	1,955,000	1,955,000
SOLID WASTE (511)	42,609,357	19,785,000	19,785,000	20,772,000	21,808,350
SOLID WASTE PROJECT (511910)	21,030	-	-	-	-
SOLID WASTE DEBT SERVICE (511930)	183,037	-	-	-	-
SOLID WASTE - LANDFILL (511981)	-	-	-	-	-
CALIF ST LANDFILL CLOSURE (517)	(200,568)	-	-	-	-
SOLID WASTE CAP IMPROVEMENT (519)	284,311	495,000	495,000	522,000	522,000
WASTEWATER SERVICE (521)	35,416,818	10,733,000	10,733,000	11,552,100	11,552,100
WASTEWATER CAPITAL IMPROVEMENT (529)	1,650,192	1,520,000	1,520,000	1,747,000	1,747,000
NON-POTABLE WATER (531)	574,269	592,000	592,000	602,000	602,000
NON-POTABLE CAPITAL IMPR. FUND (532)	30,445	80,000	80,000	85,000	85,000
GROVES (538)	10,858	-	-	-	-
GROVES PROJECTS (538910)	863,026	850,000	850,000	860,000	860,000
CEMETERY (562)	1,385,555	1,431,718	1,431,718	1,500,912	1,550,807
AVIATION OPERATING (564)	452,331	458,065	458,065	469,396	469,396
AVIATION PROJECTS/GRANTS (564910)	119,700	-	-	-	-
LIABILITY SELF-INSURANCE (602)	95,944	-	-	-	-
INFORMATION TECHNOLOGY (604)	4,489,382	6,482,507	6,482,507	6,973,723	6,973,723
WORKERS COMP SELF-INSURANCE (606)	2,661,244	3,026,426	3,026,426	3,272,153	3,272,153

OTHER FUND REVENUES

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2022-23 12 MONTH ESTIMATE	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM BUDGET
EQUIPMENT MAINTENANCE (607)	6,272,410	8,121,586	8,121,586	9,309,244	9,309,244
UTILITY BILLING (608)	1,012,254	1,818,300	1,818,300	2,219,300	2,219,300
PAYROLL CLEARING ADMIN (609)	1,907,565	1,870,097	1,870,097	392,455	392,455
SIMONDS ENDOWMENT (705)	(1,022)	-	-	-	-
PAULINE STANCLIFF MEMORIAL TRUST (706)	(604)	-	-	-	-
COMMUNITY FACILITY DISTRICT TRUST (810)	1,542,702	1,536,501	1,536,501	1,549,158	1,549,158
OBLIGATION PAYMENT (820166)	2,541,333	10,363	10,363	-	-
SUCCESSOR TO RDA DEBT SVC (820169)	192,046	-	-	-	-
TOTAL OTHER FUNDS	151,993,611	110,693,604	110,693,604	114,222,561	115,308,806

General Fund Expenditures
by Object Code

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
General Fund				
Salaries	$ 24,882,158	$ 30,567,290	$ 31,951,894	$ 36,196,919
Overtime	3,129,041	4,773,118	4,915,856	4,915,856
Pension	14,385,635	14,930,116	15,805,918	16,494,911
Health and Dental	3,602,401	4,205,494	4,506,517	6,591,964
All Other Personnel Expenditures	8,144,322	8,063,585	8,258,860	8,902,073
Contract Services	4,682,671	8,830,319	6,866,217	7,494,453
Other Services	12,434,087	17,705,550	16,817,175	17,183,628
Supplies	3,640,545	6,017,100	3,817,075	4,524,438
Capital Outlay	19,608,058	16,045,898	5,539,312	9,856,268
Debt Service	(694,541)	3,738,313	503,377	503,377
Transfers	23,386,356	8,508,458	9,511,084	15,821,774
Total General Fund Expenditures	**$ 117,200,733**	**$ 123,385,241**	**$ 108,493,285**	**$ 128,485,661**

General Fund Expenditures
by Department

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
City Council				
Salaries	112,938	154,433	184,389	191,417
Overtime	1,564	5,842	5,857	5,857
Pension	28,167	29,159	30,751	31,703
Health and Dental	25,484	19,304	20,269	34,893
All Other Personnel Expenditures	22,679	25,452	28,054	31,158
Contract Services	5,728	-	-	-
Other Services	149,738	319,809	152,155	152,155
Supplies	737	2,250	1,313	1,313
	347,035	**556,249**	**422,788**	**448,496**
City Manager (incl. HR)				
Salaries	1,019,350	1,383,010	1,420,181	1,616,388
Overtime	88	-	-	-
Pension	255,504	390,176	409,128	425,112
Health and Dental	114,888	142,908	148,450	270,655
All Other Personnel Expenditures	240,778	249,785	260,435	277,347
Contract Services	96,348	288,818	61,155	86,155
Other Services	3,836,759	4,939,731	5,274,620	5,284,620
Supplies	35,298	72,264	63,480	63,480
Capital Outlay	-	30,000	30,000	30,000
	5,599,013	**7,496,692**	**7,667,449**	**8,053,757**
City Clerk				
Salaries	118,771	151,220	152,121	161,445
Overtime	-	-	-	-
Pension	33,933	39,550	40,496	41,748
Health and Dental	15,154	9,575	10,054	19,238
All Other Personnel Expenditures	17,142	27,355	27,985	28,708
Contract Services	2,482	14,250	14,963	14,963
Other Services	24,166	351,357	206,597	206,597
Supplies	1,431	3,391	1,654	1,654
	213,079	**596,698**	**453,870**	**474,353**
City Attorney				
Salaries	361,268	367,031	379,784	401,849
Pension	105,787	106,688	113,252	114,385
Health and Dental	33,850	27,706	29,091	39,899
All Other Personnel Expenditures	475,182	79,227	82,369	99,096
Other Services	192,513	190,999	203,344	203,344
Supplies	486	3,800	1,995	1,995
	1,169,086	**775,451**	**809,835**	**860,568**

General Fund Expenditures
by Department

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Management Services				
Salaries	767,331	1,057,264	1,092,052	1,177,337
Overtime	11,073	11,500	11,750	11,750
Pension	226,031	308,957	326,873	338,907
Health and Dental	108,482	135,441	140,053	255,119
All Other Personnel Expenditures	209,938	202,737	215,683	235,011
Contract Services	387,154	734,671	589,868	589,868
Other Services	226,386	411,462	420,931	420,931
Supplies	58,123	149,380	48,445	48,445
Transfers	23,386,356	8,508,458	9,511,084	15,821,774
	25,380,874	**11,519,870**	**12,356,739**	**18,899,142**
Development Services				
Salaries	1,552,433	2,124,766	2,163,765	2,335,574
Overtime	765	2,550	2,603	2,603
Pension	453,423	604,148	629,151	654,017
Health and Dental	148,605	184,908	191,687	382,501
All Other Personnel Expenditures	485,002	372,601	391,204	429,100
Contract Services	285,625	958,683	509,877	953,113
Other Services	645,759	1,586,743	567,518	666,697
Supplies	9,411	29,227	34,700	34,700
Capital Outlay	11,226	98,200	11,122	11,122
	3,592,249	**5,961,826**	**4,501,627**	**5,469,427**
Facilities				
Salaries	2,026,664	3,137,414	3,369,469	3,735,913
Overtime	195,240	226,050	233,489	233,489
Pension	591,429	775,796	797,159	885,757
Health and Dental	443,613	469,398	510,766	967,299
All Other Personnel Expenditures	641,917	653,256	827,820	782,095
Contract Services	2,792,793	4,848,751	4,033,968	4,193,968
Other Services	3,030,468	3,662,830	3,694,047	3,945,926
Supplies	2,477,571	3,451,437	1,891,583	1,891,583
Capital Outlay	14,887,623	7,655,663	1,830,800	2,767,800
Debt Service	399	116,453	116,453	116,453
	27,087,717	**24,997,048**	**17,305,554**	**19,520,283**
Community Services				
Salaries	376,781	591,135	611,144	673,251
Overtime	8,884	11,000	12,100	12,100
Pension	100,687	123,210	129,288	133,381
Health and Dental	86,116	101,309	105,141	202,435
All Other Personnel Expenditures	79,453	95,266	99,385	102,509
Contract Services	292,919	415,200	588,280	588,280
Other Services	216,253	407,195	422,563	422,563
Supplies	196,303	252,828	216,143	216,143
Capital Outlay	176,291	677,609	664,074	664,074
	1,533,687	**2,674,752**	**2,848,118**	**3,014,736**

General Fund Expenditures
by Department

	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Engineering				
Salaries	557,293	333,473	200,865	204,035
Overtime	5,080	5,000	5,000	5,000
Pension	158,010	96,487	57,863	60,089
Health and Dental	66,293	36,232	17,802	34,879
All Other Personnel Expenditures	142,365	124,052	116,851	117,816
Contract Services	266,546	554,498	177,000	177,000
Other Services	185,638	397,585	384,843	384,843
Supplies	14,450	16,045	8,500	8,500
Capital Outlay	720,317	3,739,408	1,405,000	3,186,799
	2,115,992	**5,302,780**	**2,373,724**	**4,178,961**
Library				
Salaries	1,612,760	1,897,948	1,947,595	2,133,855
Overtime	1,720	-	-	-
Pension	419,271	424,484	439,388	454,345
Health and Dental	238,148	217,284	228,148	407,085
All Other Personnel Expenditures	278,232	320,204	329,279	341,496
Contract Services	92	97	101	101
Other Services	39,573	40,844	41,592	41,592
Supplies	11,369	12,846	13,489	13,489
Capital Outlay	-	570,613	200,613	305,613
	2,601,165	**3,484,320**	**3,200,205**	**3,697,576**
Police				
Salaries	11,436,524	13,684,295	13,875,500	15,791,591
Overtime	1,284,517	1,759,176	1,847,057	1,847,057
Pension	7,915,903	7,350,931	7,687,642	7,967,289
Health and Dental	1,499,083	1,963,665	2,032,018	2,757,682
All Other Personnel Expenditures	4,174,916	4,854,010	4,670,067	5,086,596
Contract Services	370,328	523,499	525,255	525,255
Other Services	2,591,643	3,522,342	3,611,379	3,616,774
Supplies	414,240	1,361,804	528,773	1,236,136
Capital Outlay	435,387	766,757	773,606	826,763
Debt Service	131,069	-	-	-
	30,253,610	**35,786,479**	**35,551,297**	**39,655,143**
Fire				
Salaries	4,940,045	5,685,301	6,555,029	7,774,264
Overtime	1,620,110	2,752,000	2,798,000	2,798,000
Pension	4,097,490	4,680,530	5,144,927	5,388,178
Health and Dental	822,685	897,764	1,073,038	1,220,279
All Other Personnel Expenditures	1,376,718	1,059,640	1,209,728	1,371,141
Contract Services	182,656	491,852	365,750	365,750
Other Services	1,295,191	1,874,653	1,837,586	1,837,586
Supplies	421,126	661,828	1,007,000	1,007,000
Capital Outlay	3,377,214	2,507,648	624,097	2,064,097
Debt Service	(826,009)	3,621,860	386,924	386,924
	17,307,226	**24,233,076**	**21,002,079**	**24,213,219**
Total General Fund Expenditures	**$ 117,200,733**	**$ 123,385,241**	**$ 108,493,285**	**$ 128,485,661**

Other Funds
Expenditures by Object

Fund	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
General Government Grants (200)				
Salaries and Benefits	3,317,555	1,985,817	-	888,903
Contract Services	561,651	465,331	-	1,176,036
Other Services	59,009	5,016,859	-	2,658,965
Supplies	152,649	541,090	-	8,500
Capital Outlay	72,210	9,110,596	-	1,229,705
Transfers	-	8,000,000	-	-
Total	**4,163,074**	**25,119,693**	**-**	**5,962,109**
Emergency Services (205)				
Salaries and Benefits	4,346,242	4,811,941	5,334,985	6,142,533
Contract Services	21,811	32,143	33,000	33,000
Other Services	579,380	845,154	895,461	895,461
Supplies	156,670	197,592	198,500	198,500
Total	**5,104,103**	**5,886,830**	**6,461,946**	**7,269,494**
Household Hazardous Waste (206)				
Salaries and Benefits	2,467	1,439	1,439	1,439
Contract Services	123,887	134,000	139,000	139,000
Other Services	6,221	6,755	7,093	7,093
Supplies	-	500	500	500
Total	**132,575**	**142,694**	**148,032**	**148,032**
Gas Tax Fund (207)				
Transfers	2,984,846	3,698,006	3,370,546	3,370,546
Total	**2,984,846**	**3,698,006**	**3,370,546**	**3,370,546**
Local Transportation (209)				
Other Services	256	112,031	-	-
Supplies	522	6,464	-	-
Total	**778**	**118,495**	**-**	**-**
Measure I 2010 (210)				
Other Services	14,495	15,740	16,527	16,527
Transfers	2,248,805	2,704,233	1,820,833	1,820,833
Total	**2,263,300**	**2,719,973**	**1,837,360**	**1,837,360**
PARIS (211)				
Salaries and Benefits	392,808	398,568	411,221	436,703
Contract Services	42,960	309,350	104,000	104,000
Other Services	25,607	28,901	29,137	29,137
Supplies	149,707	13,720	9,500	9,500
Capital Outlay	8,276,946	6,778,185	4,500,000	4,500,000
Total	**8,888,028**	**7,528,724**	**5,053,858**	**5,079,340**
Air Quality Management (221)				
Salaries and Benefits	380	418	460	460
Contract Services	-	127,342	-	-
Capital Outlay	-	350,000	-	-
Total	**380**	**477,760**	**460**	**460**
Traffic Safety (223)				
Transfers	141,082	202,000	202,000	202,000
Total	**141,082**	**202,000**	**202,000**	**202,000**
Open Space (227)				
Other Services	9,599	-	-	-
Total	**9,599**	**-**	**-**	**-**

Other Funds
Expenditures by Object

Fund	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Downtown Redlands Business Area (236)				
Contract Services	37,854	79,400	79,400	79,400
Other Services	59,018	68,236	71,272	71,272
Supplies	315	4,372	4,590	4,590
Total	**97,187**	**152,008**	**155,262**	**155,262**
Parking Authority (237)				
Other Services	21,995	23,142	24,299	24,299
Total	**21,995**	**23,142**	**24,299**	**24,299**
Public Art (238)				
Other Services	1,600	-	-	-
Supplies	-	2,000	-	-
Total	**1,600**	**2,000**	**-**	**-**
Transportation Dev. Act Grant (241)				
Contract Services	7,700	205,046	-	-
Other Services	(1,155)	(255,481)	-	-
Capital Outlay	-	1,217,024	-	-
Total	**6,545**	**1,166,589**	**-**	**-**
Asset Forfeiture (246)				
Salaries and Benefits	-	35,508	35,508	35,508
Contract Services	-	21,500	21,500	21,500
Other Services	13,563	12,916	12,574	12,574
Supplies	44,947	129,419	89,000	89,000
Capital Outlay	6,783	-	-	-
Total	**65,293**	**199,343**	**158,582**	**158,582**
Supplemental Law Enforcement (249)				
Salaries and Benefits	3,424	114,259	120,273	120,273
Contract Services	9,650	25,000	25,000	25,000
Other Services	4,676	94,132	94,132	94,132
Supplies	-	18,000	-	-
Capital Outlay	-	135,260	75,000	75,000
Total	**17,750**	**386,651**	**314,405**	**314,405**
Parks and Open Space (250)				
Other Services	33,219	211,426	3,463	3,463
Capital Outlay	109,208	-	-	-
Debt Service	102,257	102,225	102,194	102,194
Total	**244,684**	**313,651**	**105,657**	**105,657**
Public Facilities Development (251)				
Contract Services	16,733	-	-	-
Other Services	21,891	20,500	20,500	20,500
Debt Service	32,211	-	-	-
Total	**70,835**	**20,500**	**20,500**	**20,500**
Arterial Street Construction (252)				
Contract Services	-	300,000	150,000	150,000
Other Services	13,058	-	-	-
Capital Outlay	-	900,000	800,000	800,000
Total	**13,058**	**1,200,000**	**950,000**	**950,000**
Traffic Signals (253)				
Contract Services	23,395	100,000	100,000	100,000
Other Services	1,524	-	-	-
Capital Outlay	12,480	1,162,601	-	-
Total	**37,399**	**1,262,601**	**100,000**	**100,000**

Other Funds
Expenditures by Object

Fund	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Freeway Interchanges (254)				
Contract Services	32,045	-	-	-
Other Services	7,749	-	-	-
Capital Outlay	1,867,071	248,817	-	-
Total	**1,906,865**	**248,817**	**-**	**-**
Street Light District #1 (260)				
Salaries and Benefits	16,029	16,012	16,353	18,301
Other Services	1,240	5,346	5,413	5,413
Total	**17,269**	**21,358**	**21,766**	**23,714**
CFD 2004-1 (261)				
Salaries and Benefits	101,052	82,969	83,994	91,329
Contract Services	139,886	263,901	263,901	263,901
Other Services	176,670	89,477	89,873	89,873
Supplies	-	21,000	21,000	21,000
Transfers	105,434	128,596	128,596	128,596
Total	**523,042**	**585,943**	**587,364**	**594,699**
Landscape Maintenance District (263)				
Salaries and Benefits	15,467	5,310	5,358	5,987
Contract Services	5,612	10,000	10,000	10,000
Other Services	34,456	30,329	30,481	30,481
Supplies	-	5,000	5,000	5,000
Total	**55,535**	**50,639**	**50,839**	**51,468**
General Debt Service (305)				
Other Services	3,421	3,446	3,460	3,460
Debt Service	1,811,692	1,870,097	392,455	392,455
Total	**1,815,113**	**1,873,543**	**395,915**	**395,915**
Storm Drain Construction (405)				
Contract Services	-	580,000	-	-
Other Services	12,428	7,035	7,512	7,512
Capital Outlay	-	1,980,000	400,000	400,000
Total	**12,428**	**2,567,035**	**407,512**	**407,512**
Safety/City Hall Replacement Fund (406)				
Contract Services	109,040	17,100	-	-
Supplies	-	183,870	-	-
Capital Outlay	16,081,270	2,235,000	-	4,618,579
Total	**16,190,310**	**2,435,970**	**-**	**4,618,579**
Water (501)				
Salaries and Benefits	5,667,125	7,395,658	7,685,771	8,711,084
Contract Services	1,704,767	7,187,977	2,079,800	2,079,800
Other Services	14,841,747	9,951,935	11,295,859	11,295,859
Supplies	4,103,082	9,641,070	6,215,950	6,215,950
Capital Outlay	-	19,446,634	21,499,767	26,432,025
Debt Service	221,659	1,036,835	1,036,835	1,036,835
Transfers	1,650,488	580,601	684,928	684,928
Total	**28,188,868**	**55,240,710**	**50,498,910**	**56,456,481**
Source Acquisition (508)				
Capital Outlay	(2,733)	50,000	50,000	50,000
Total	**(2,733)**	**50,000**	**50,000**	**50,000**
Water Capital Improvement (509)				
Transfers	1,624,228	1,700,000	1,955,000	1,955,000
Total	**1,624,228**	**1,700,000**	**1,955,000**	**1,955,000**

Other Funds
Expenditures by Object

Fund	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Solid Waste (511)				
Salaries and Benefits	4,645,444	5,348,286	5,526,547	6,577,398
Contract Services	1,979,580	3,311,594	2,381,635	2,381,635
Other Services	8,011,195	7,280,508	7,993,490	7,993,490
Supplies	650,259	861,320	668,825	668,825
Capital Outlay	21,833	2,940,457	1,373,760	1,373,760
Debt Service	329,062	2,209,027	2,206,368	2,206,368
Transfers	24,405,147	2,206,706	2,242,419	2,242,419
Total	**40,042,520**	**24,157,898**	**22,393,044**	**23,443,895**
Solid Waste Capital Improvement (519)				
Transfers	1,089,511	823,981	823,981	823,981
Total	**1,089,511**	**823,981**	**823,981**	**823,981**
Wastewater (521)				
Salaries and Benefits	3,357,368	4,476,231	4,660,205	5,237,783
Contract Services	1,288,705	4,396,258	2,470,000	2,290,000
Other Services	5,621,231	3,611,127	3,703,249	3,703,249
Supplies	1,497,006	2,739,289	2,692,350	3,152,350
Capital Outlay	-	8,375,232	3,680,709	3,680,709
Debt Service	-	338,975	347,449	347,449
Transfers	22,344,939	241,037	241,596	241,596
Total	**34,109,249**	**24,178,149**	**17,795,558**	**18,653,136**
Wastewater Capital Improvement (529)				
Capital Outlay	-	132,704	-	-
Transfers	55,858	200,771	200,771	200,771
Total	**55,858**	**333,475**	**200,771**	**200,771**
Non-Potable Water (531)				
Salaries and Benefits	75,771	98,556	100,356	112,908
Contract Services	442,704	1,609,645	310,000	310,000
Other Services	57,498	33,504	35,940	35,940
Supplies	380,798	246,513	119,542	119,542
Capital Outlay	-	657,046	136,000	136,000
Total	**956,771**	**2,645,264**	**701,838**	**714,390**
Non-Potable Water Capital Impr. (532)				
Capital Outlay	-	681,578	-	-
Transfers	53,262	-	-	-
Total	**53,262**	**681,578**	**-**	**-**
Groves (538)				
Salaries and Benefits	158,574	255,587	265,537	310,585
Contract Services	760,783	656,178	668,853	668,853
Other Services	183,644	165,978	173,095	173,095
Supplies	36,824	249,200	21,550	21,550
Capital Outlay	6,866	22,731	22,731	22,731
Debt Service	187	-	-	-
Total	**1,146,878**	**1,349,674**	**1,151,766**	**1,196,814**
Cemetery (562)				
Salaries and Benefits	454,758	650,144	667,206	750,796
Contract Services	90,956	131,047	157,042	157,042
Other Services	316,205	281,723	302,072	315,149
Supplies	90,010	83,971	102,338	102,338
Capital Outlay	-	248,381	166,981	166,981
Debt Service	6,515	181,076	180,307	180,307
Total	**958,444**	**1,576,342**	**1,575,946**	**1,672,613**

Other Funds
Expenditures by Object

Fund	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Aviation (564)				
Salaries and Benefits	130,806	155,518	157,105	178,760
Contract Services	165,609	214,263	40,998	40,998
Other Services	388,994	165,865	170,228	170,228
Supplies	27,016	122,580	54,243	54,243
Capital Outlay	-	-	-	-
Debt Service	3,220	60,000	60,000	60,000
Total	**715,645**	**718,226**	**482,574**	**504,229**
Liability Self-Insurance (602)				
Salaries and Benefits	124,940	224,661	232,439	302,799
Contract Services	58,385	77,000	77,000	77,000
Other Services	3,578,686	3,710,306	4,293,904	4,293,904
Supplies	-	500	500	500
Total	**3,762,011**	**4,012,467**	**4,603,843**	**4,674,203**
Information Technology (604)				
Salaries and Benefits	1,638,726	2,263,724	2,353,488	2,729,458
Contract Services	229,145	729,276	658,800	658,800
Other Services	2,281,005	2,093,431	2,071,605	2,071,605
Supplies	212,246	780,856	823,400	823,400
Capital Outlay	-	1,022,792	1,472,792	1,472,792
Total	**4,361,122**	**6,890,079**	**7,380,085**	**7,756,055**
Workers' Compensation (606)				
Salaries and Benefits	473,798	672,361	692,105	857,382
Contract Services	209,895	244,921	253,193	253,193
Other Services	3,700,642	2,201,115	2,422,406	2,422,406
Supplies	6,074	33,200	33,200	33,200
Total	**4,390,409**	**3,151,597**	**3,400,904**	**3,566,181**
Equipment Maintenance (607)				
Salaries and Benefits	664,148	900,207	916,926	1,024,389
Contract Services	201,887	488,858	513,512	513,512
Other Services	722,448	676,823	711,983	711,983
Supplies	4,405,467	6,362,959	5,540,662	5,665,662
Capital Outlay	7,096	91,049	169,049	169,049
Debt Service	111	-	-	-
Total	**6,001,157**	**8,519,896**	**7,852,132**	**8,084,595**
Utility Billing (608)				
Salaries and Benefits	987,807	1,373,108	1,405,315	1,684,342
Contract Services	8,431	18,219	16,948	16,948
Other Services	692,468	622,972	630,800	630,800
Supplies	42,742	27,959	12,300	12,300
Capital Outlay	-	201,183	-	-
Total	**1,731,448**	**2,243,441**	**2,065,363**	**2,344,390**
Payroll Clearing (609)				
Transfers	1,907,565	-	395,915	-
Total	**1,907,565**	**-**	**395,915**	**-**
Community Facilities District Trust (810)				
Other Services	29,419	51,049	51,201	51,201
Debt Service	1,473,073	1,485,248	1,497,756	1,497,756
Total	**1,502,492**	**1,536,297**	**1,548,957**	**1,548,957**
Successor Agency to RDA (820)				
Salaries and Benefits	18,655	10,363	-	-
Contract Services	-	1,000	-	-
Other Services	98,604	8,105	-	-
Debt Service	101,399	2,507,827	-	-
Total	**218,658**	**2,527,295**	**-**	**-**
Total Other Fund Expenditures	**$ 177,598,036**	**$ 200,740,334**	**$ 145,242,890**	**$ 165,435,624**

Other Funds
Total Expenditures

Fund	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Special Revenue Funds				
General Government Grants (200)	4,163,074	25,119,693	-	5,962,109
Emergency Services (205)	5,104,103	5,886,830	6,461,946	7,269,494
Household Hazardous Waste (206)	132,575	142,694	148,032	148,032
Gas Tax (207)	2,984,846	3,698,006	3,370,546	3,370,546
Local Transportation (209)	778	118,495	-	-
Measure I 2010 (210)	2,263,300	2,719,973	1,837,360	1,837,360
PARIS (211)	8,888,028	7,528,724	5,053,858	5,079,340
Air Quality Management (221)	380	477,760	460	460
Traffic Safety (223)	141,082	202,000	202,000	202,000
Open Space (227)	9,599	-	-	-
Downtown Redlands Business Area (236)	97,187	152,008	155,262	155,262
Parking Authority (237)	21,995	23,142	24,299	24,299
Public Art (238)	1,600	2,000	-	-
Transportation Dev. Act Grant (241)	6,545	1,166,589	-	-
Asset Forfeiture (246)	65,293	199,343	158,582	158,582
Supplemental Law Enforcement (249)	17,750	386,651	314,405	314,405
Parks and Open Space (250)	244,684	313,651	105,657	105,657
Public Facilities Development (251)	70,835	20,500	20,500	20,500
Arterial Street Construction (252)	13,058	1,200,000	950,000	950,000
Traffic Signals (253)	37,399	1,262,601	100,000	100,000
Freeway Interchanges (254)	1,906,865	248,817	-	-
Street Light District #1 (260)	17,269	21,358	21,766	23,714
CFD 2004-1 (261)	523,042	585,943	587,364	594,699
Landscape Maintenance District (263)	55,535	50,639	50,839	51,468
Total Special Revenue Funds	26,766,822	51,527,417	19,562,876	26,367,927
Debt Service Funds				
General Debt Service (305)	1,815,113	1,873,543	395,915	395,915
Total Debt Service Funds	1,815,113	1,873,543	395,915	395,915
Capital Project Funds				
Storm Drain Construction (405)	12,428	2,567,035	407,512	407,512
Safety/City Hall Replacement Fund (406)	16,190,310	2,435,970	-	4,618,579
Total Capital Project Funds	16,202,738	5,003,005	407,512	5,026,091
Enterprise Funds				
Water (501)	28,188,868	55,240,710	50,498,910	56,456,481
Source Acquisition (508)	(2,733)	50,000	50,000	50,000
Water Capital Improvement (509)	1,624,228	1,700,000	1,955,000	1,955,000
Solid Waste (511)	40,042,520	24,157,898	22,393,044	23,443,895
Solid Waste Capital Improvement (519)	1,089,511	823,981	823,981	823,981
Wastewater (521)	34,109,249	24,178,149	17,795,558	18,653,136
Wastewater Capital Improvement (529)	55,858	333,475	200,771	200,771
Non-Potable Water (531)	956,771	2,645,264	701,838	714,390
Non-Potable Water Capital Impr. (532)	53,262	681,578	-	-
Groves (538)	1,146,878	1,349,674	1,151,766	1,196,814
Cemetery (562)	958,444	1,576,342	1,575,946	1,672,613
Aviation (564)	715,645	718,226	482,574	504,229
Total Enterprise Funds	108,938,501	113,455,297	97,629,388	105,671,310

Other Funds
Total Expenditures

Fund	2021-22 ACTUAL (AUDITED)	2022-23 ADJUSTED BUDGET	2023-24 ADOPTED BUDGET	2023-24 MID-BIENNIUM UPDATE
Internal Service Funds				
Liability Self-Insurance (602)	3,762,011	4,012,467	4,603,843	4,674,203
Information Technology (604)	4,361,122	6,890,079	7,380,085	7,756,055
Workers' Compensation (606)	4,390,409	3,151,597	3,400,904	3,566,181
Equipment Maintenance (607)	6,001,157	8,519,896	7,852,132	8,084,595
Utility Billing (608)	1,731,448	2,243,441	2,065,363	2,344,390
Payroll Clearing (609)	1,907,565	-	-	-
Total Internal Service Funds	22,153,712	24,817,480	25,302,327	26,425,424
Agency Funds				
Community Facilities District Trust (810)	1,502,492	1,536,297	1,548,957	1,548,957
Total Agency Funds	1,502,492	1,536,297	1,548,957	1,548,957
Successor Agency Funds				
Successor Agency to RDA (820)	218,658	2,527,295	-	-
Total Successor Agency Funds	218,658	2,527,295	-	-
Total Expenditures - All Other Funds	177,598,036	200,740,334	144,846,975	165,435,624

City Council/Successor Agency Meeting **L. 2.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Salary Resolution No. 8520 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8504 (Assistant City Manager McConnell)

MOTION(S):

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

I move to adopt Resolution No. 8520 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8504.

RECOMMENDATION:

Staff recommends that council approve Salary Resolution No. 8520 establishing a Salary Schedule and Compensation Plan for City Employees and Rescind Resolution No. 8504.

DISCUSSION:

This resolution incorporates Citywide department changes to provide additional services and increase efficiencies for the remainder of Fiscal Year 2023-24. The attached report details the changes being made. Significant changes are summarized below:

Facilities and Community Services - The addition of five new Solid Waste Truck Drivers to ensure adequate coverage and improve efficiency of the routes. The addition of two Kennel Attendants to have appropriate levels of staffing to provide care and support of the animals in the shelter.

Police Department - The addition of two Police Commanders to provide additional oversight and appropriate span of control for the command staff. The addition of two Records Specialists to assist with additional workload related to body worn cameras and discovery requests.

Fire Department - The addition of one full-time Senior Administrative Assistant to provide adequate staffing for the processing of payroll, purchasing, and other administrative tasks across all divisions.

Human Resources - The addition of a Director, Human Resources/Risk Management to support the City's changing needs and organizational structure.

Management Services - The addition of a Utility Billing Technician to help facilitate meter automation in billing and enhance capacity of the billing function. The addition of an IT Security Analyst to focus on cybersecurity and protect the City against growing cyberattacks. The addition of a Principal Accountant to help manage increasing regulatory, grant and audit-related requirements.

Library - The replacement of a PT Technical Services Clerk with a FT Technical Services clerk effective January 1, 2024. This change will provide additional hours for cataloging the various library materials. The addition of a PT Adult Literacy Assistant to provide assistance with tutoring, recruiting tutors, and literacy classes.

Additionally, salary adjustments have been made to certain part-time classifications in order to maintain compliance with minimum wage requirements.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Crocker, Director, Facilities and Community Services
Rachel Tolber, Police Chief
Richard Sessler, Fire Chief

John Harris, Director, Municipal Utilities and Engineering
Don McCue, Library Director

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

Fiscal Impact

Discussion:

The fiscal impact of these changes is $722,796 to the general fund and $416,405 to other funds for the remainder of this fiscal year. These amounts have been included in the mid-biennum budget.

Attachments

Position Change List
Hourly Rate Table 23-24
Salary Resolution No. 8520
Range Tables 23-24

POSITION CHANGE LISTING

Salary Resolution No. 8520

Dept.	Current Position	Unit Range/Step	New Position	Unit Range/Step
Added Positions				
HR			Director, HR/Risk	DD4
Mgmt Serv			IT Security Analyst	T82
Mgmt Serv			Utilities Billing Technician	T35
Mgmt Serv			Principal Accountant	MM59
Fire			Sr. Administrative Assistant	T45
Library			PT Adult Literacy Assistant	PT
Library			Technical Services Clerk (eff. 1.1.24)	T12
MUED			Construction Inspector I/II	T69/79
MUED			Elec & Instr. Technician	T69
PD			Police Commander	P81
PD			Police Commander	P81
PD			Records Specialist I/II	CS22/36
PD			Records Specialist I/II	CS22/36
FCS			Solid Waste Truck Driver	T34
FCS			Solid Waste Truck Driver	T34
FCS			Solid Waste Truck Driver	T34
FCS			Solid Waste Truck Driver	T34
FCS			Solid Waste Truck Driver	T34
FCS			Kennel Attendant	CS17
FCS			Kennel Attendant	CS17
Deleted Positions				
MUED	Construction Manager	MM78		
MUED	Elec & Instr. Apprentice	T35		
Library	PT Technical Serv Clerk (eff. 1.1	12.31.23)		

City of
REDLANDS

EMPLOYEES INCLUDED:
Part-time Classifications
Effective January 2024

CLASSIFICATION TITLE	HOURLY RATE/RANGE	
Administrative Assistant		19.27
Adult Literacy Assistant		17.50
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		16.00
Community Service Officer I/II	23.46	25.40
IT/GIS Intern		16.00
Help Desk Technician		29.27
Library Page		16.00
Library Clerk		17.44
Library Specialist		20.66
Maintenance Worker		20.25
Museum Attendant		16.00
Planning Intern		16.00
Program Aide		17.44
Technical Services Clerk		18.70

RESOLUTION NO. 8520

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8504.

WHEREAS, the City Council is authorized and directed by Section 2.56.040 of the Redlands Municipal Code to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

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

Section 1. The City Council of the City of Redlands hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective November 13, 2023.

Section 2. Salary schedule and Compensation Plan.

Department/Division	PT	FT	Unit	Range				
City Clerk's Office								
Administrative Assistant I/II		1	T	15	30			
Part Time Positions								
Administrative Assistant	1		PT					
Total City Clerk's Office	***1***	***1***						
City Manager's Office								
City Manager		1	C	3				
City Attorney		1	C	2				
Assistant City Manager		2	DD	5				
Homeless Solutions Coordinator		1	MM	70				
Project Manager		1	MM	61				
Grants Coordinator		1	MM	48				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Senior Administrative Assistant		1	T	45				
Public Information								
Public Information Officer		1	M	75				
Multimedia Production Coordinator		1	T	61				
Purchasing								
Procurement Manager		1	M	74				
Purchasing Clerk		1	T	22				
Total City Manager's Office	***0***	***14***						
Human Resources/Risk Management								
Director, Human Resources/Risk Management		1	DD	4				
Assistant Director, HR/Risk Management		1	M	90				
HR/Risk Manager		2	M	78				
Human Resource Analyst		2	MM	53				

Risk Management Specialist		1	MM	41				
HR Specialist		3	MM	35				
Administrative Assistant I/II		1	T	15	30			
Mid-Management Trainee		2	MM	27-90				

Total Human Resources/Risk Management	***0***	***13***

Management Services

Director, Management Services*		1	DD	4				

Information Technology

Information Technology Manager		1	M	83				
Network Engineer		1	MM	77				
GIS Supervisor		1	MM	73				
IT Systems Supervisor		1	MM	66				
Database Administrator		1	T	95				
System Administrator		1	T	84				
GIS Analyst		2	T	84				
IT Security Analyst		1	T	82				
Network Specialist		1	T	78				
GIS Technician		1	T	59				
Sr. Help Desk Technician		1	T	72				
Help Desk Technician		3	T	57				
Administrative Assistant I/II		1	T	15	30			

Finance

Assistant Finance Director		1	M	90				
Finance Manager		1	M	78				
Principal Accountant		1	MM	59				
Senior Accountant		2	MM	51				
Management Analyst		2	MM	45				
Accountant		1	MM	35				
Senior Accounting Technician		1	T	40				
Accounting Technician I/II		2	T	23	33			

Revenue Division

Revenue Supervisor		1	MM	58				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Senior Customer Account Specialist		2	T	41				
Utilities Billing Specialist		1	T	40				
Senior Accounting Technician		1	T	40				
Utilities Billing Technician		2	T	35				
Customer Account Specialist		6	T	33				
Customer Service Technician I/II		4	T	17	27			

Payroll

Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	35				

Part Time Position

Help Desk Technician	1		PT					
IT Intern	2		PT					

Total Management Services	***3***	***49***

*the position of Director, Management Services shall perform the duties of Director of Finance as outlined in Redlands Municipal Code 2.08

Development Services Department

Administration

Development Services Director		1	DD	4				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Administrative Assistant I/II		1	T	15	30			

One Stop Permit Center Manager		1	M	82				
Asst/Assoc/Civil/Sr. Civil Engineer		3	MM	41	51	61	73	
NPDES Inspector I/II		1	T	59	64			
Counter Services Technician		2	T	30				

Building Division

Chief Building Official		1	M	81				
Sr. Plans Examiner		1	MM	62				
Plans Examiner		1	T	80				
Sr. Building Inspector		1	T	80				
Building Inspector I/II		2	T	60	70			
Permit Technician I/II		2	T	52	57			

Economic Development Division

Economic Development Manager		1	M	80				

Planning Division

City Planner		1	M	82				
Principal Planner		1	MM	75				
Senior Planner		2	MM	65				
Junior/Assistant/Associate Planner		3	T	53	70	80		

Part Time Positions

Planning Intern	2		PT					

Total Development Services Department	***2***	***27***

Fire Department								
Fire Chief		1	DD	06				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	79				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	50				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	45				
Emergency Operations Specialist		1	MM	34				
Fire Prevention Inspector		2	CS	75				
Sr. Administrative Assistant		2	T	45				
Administrative Assistant I/II		1	T	15	30			
Total Fire Department		***70***						
Library								
Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	T	84				
Management Analyst		1	MM	45				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				
Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	20	23			
Administrative Assistant I/II		1	T	15	30			
Technical Services Clerk (eff. 1/1/2024)		2	T	12				
Library Clerk		2	T	5				
Part Time Positions								
Administrative Assistant	1		PT					
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Technical Services Clerk (elim. eff 12.31.23)	1		PT					
Museum Attendant	4		PT					
Total Library	***15***	***24***						

Municipal Utilities & Engineering Department

Administration

Director of Municipal Utilities and Public Works Engineering		1	DD	05				
Senior Administrative Assistant		3	T	45				

Engineering Services

City Engineer		1	M	87				
Asst/Assoc/Civil/Sr. Civil Engineer		6	MM	41	51	61	73	
Regulatory Compliance Officer		2	T	90				
Senior Construction Inspector		1	T	90				
Construction Inspector I/II		4	T	69	79			
Water Conservation Specialist		2	T	49				

Utilities

Laboratory Manager		1	MM	75				
Laboratory Quality Manager		1	MM	65				
Laboratory Analyst I/II/III/IV		4	T	53	63	73	83	

Water Division

Water Utility Manager		1	M	86				
Water Production/Maint. Superintendent		1	MM	85				
Water Distribution Superintendent		1	MM	85				
Water Production Operations Supervisor		1	T	100				
Water Production Maintenance Supervisor		1	T	100				
Water Distribution Supervisor		1	T	100				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		2	T	69				
Water Distribution Crewleader		4	T	61				
Cross Connection Control Inspector		1	T	63				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	77	80	83
Senior Water Quality Technician		1	T	63				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		6	T	48	58			
Customer Service Field Technician		1	T	39				
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Water Meter Reader I/II		3	T	21	31			

Wastewater Division

Wastewater Utility Manager		1	M	86				
Wastewater Operations Supervisor		1	T	100				
Wastewater Collection System Supervisor		1	T	100				
Utilities Maintenance Foreperson		1	T	80				
Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	

Plant Mechanic I/II		5	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		

Part Time Positions

Administrative Assistant	1		PT					

Total MUED Department	***1***	***96***

Police Department

Chief of Police		1	DD	07				
Deputy Police Chief		2	P	85				
Police Commander		4	P	81				
Police Sergeant		12	P	70				
Police Corporal		20	P	64				
Police Officer/Police Recruit		54	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	45				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	88				
Crime Analyst		2	CS	85				
Dispatch Supervisor		3	CS	82				
Executive Police Assistant		1	CS	74				
Forensic Specialist		2	CS	73				
Records Supervisor		1	CS	66				
Property and Evidence Technician		2	CS	60				
Dispatcher I/II/III		15	CS	52	57	63		
Community Service Officer I/II		10	CS	40	48			
Records Specialist I/II		8	CS	22	36			
Administrative Assistant I/II		1	T	15	30			

Part Time Positions

Community Services Officer	1		PT					
Administrative Assistant	1		PT					
Camera Operator	6		PT					
Background Investigator	4		PT					

Total Police Department	***12***	***142***

Facilities and Community Services

Director, Facilities & Community Serv		1	DD	04				
Senior Manager, Fac & Comm Serv		1	M	77				
Manager, Fac & Comm Serv		1	MM	73				

Field Services Superintendent		1	MM	73				
Field Services Project Supervisor		1	MM	61				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Senior Code Enforcement Officer		1	T	70				
Code Enforcement Officer I/II		3	T	40	55			
Sr. Administrative Assistant		2	T	45				
Administrative Assistant I/II		4	T	15	30			

Airport

Airport Supervisor		1	MM	40				

Building Maintenance

Senior Building Maintenance Worker		1	T	47				
Building Maintenance Worker		3	T	38				

Solid Waste Division

Solid Waste Manager		1	MM	64				
Solid Waste Collections Supervisor		1	MM	42				
Solid Waste Route Coordinator		2	T	56				
Sr. Administrative Assistant		1	T	45				
Senior Equipment Operator		1	T	44				
Recycling Coordinator		1	T	44				
Welder		1	T	43				
Solid Waste Truck Driver		32	T	34				
Equipment Operator OIT/I/II		2	T	19	34	39		
Maintenance Worker I/II		7	T	20	23			

Fleet Services Division

Fleet Services Coordinator		1	MM	46				
Sr. Administrative Assistant		1	T	45				
Equipment Mechanic I/II/III		3	T	41	46	53		

Streets

Field Services Coordinator		1	MM	51				
Electrician		1	T	46				
Senior Asphalt Worker		1	T	44				
Senior Street Maintenance Worker I/II		2	T	44	49			
Equipment Operator OIT/I/II		3	T	19	34	39		
Asphalt Worker		2	T	34				
Sign & Paint Worker		1	T	34				
Maintenance Worker I/II		3	T	20	23			

Parks and Trees Division

Field Services Coordinator		1	MM	51				

Senior Grounds Maintenance Worker		6	T	43				
Senior Grove Maintenance Worker		1	T	43				
Tree Trimmer I/II		4	T	33	43			
Grove Maintenance Worker		2	T	28				
Grounds Maintenance Worker I/II		13	T	23	28			
Maintenance Worker		1	T	20	23			

Cemetery Division:

Cemetery Manager		1	MM	58				
Cemetery Sales and Services Representative		1	T	58				
Cemetery Crew Leader		1	T	49				
Cemetery Caretaker I/II		2	T	26	31			

Animal Services

Animal Services Supervisor		1	CS	72				
Animal Services Officer		3	CS	46				
Administrative Assistant I/II		1	T	15	30			
Kennel Attendant		4	CS	17				

Recreation/Senior Services

Recreation Supervisor		1	MM	37				
Program Specialist		2	T	45				
Administrative Assistant I/II		1	T	15	30			
Program Aid I/II		7	T	5	9			

Part Time Positions

Program Aide	4		PT					
Cemetery Aid	1		PT					
Maintenance Worker	1		PT					

Total Facilities and Community Services	***6***	***143***

Grant Funded Positions - City Manager's Office

Administrative Assistant I/II	1		T	15	30			
Community Outreach Specialist	2		T	42				

Total Full Time Positions	*579*
Total Part Time Positions	*40*
Total Grant Funded Positions	*3*
Total Authorized Positions	*622*
TOTAL POSITIONS	*622*

Section 3. In addition to the salary schedule set forth above, the compensation plan established by this resolution permits
Section 4. Resolution No.8504 of the City of Redlands is hereby rescinded effective November 12, 2023.

Adopted, approved and signed this 7th day of November, 2023.

_____

Eddie Tejeda, Mayor, City of Redlands

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 7th day of November, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T5	NE	HOURLY	17.444	18.317	19.232	20.194	21.204	21.840	22.277
		MONTHLY	3024	3175	3334	3500	**3675.33**	3786	3861
		ANNUAL	36284	38099	40004	42004	44104	45427	46336
T6	NE	HOURLY	17.619	18.500	19.425	20.396	21.416	22.058	22.500
		MONTHLY	3054	3207	3367	3535	**3712**	3823	3900
		ANNUAL	36647	38480	40404	42424	44545	45881	46799
T7	NE	HOURLY	17.795	18.685	19.619	20.600	21.630	22.279	22.725
		MONTHLY	3084	3239	3401	3571	**3749**	3862	3939
		ANNUAL	37014	38864	40808	42848	44990	46340	47267
T8	NE	HOURLY	17.973	18.872	19.815	20.806	21.846	22.502	22.952
		MONTHLY	3115	3271	3435	3606	**3787**	3900	3978
		ANNUAL	37384	39253	41216	43277	45440	46804	47740
T9	NE	HOURLY	18.153	19.060	20.013	21.014	22.065	22.727	23.181
		MONTHLY	3146	3304	3469	3642	**3825**	3939	4018
		ANNUAL	37758	39646	41628	43709	45895	47272	48217
T10	NE	HOURLY	18.334	19.251	20.214	21.224	22.285	22.954	23.413
		MONTHLY	3178	3337	3504	3679	**3863**	3979	4058
		ANNUAL	38135	40042	42044	44146	46354	47744	48699
T11	NE	HOURLY	18.518	19.444	20.416	21.436	22.508	23.184	23.647
		MONTHLY	3210	3370	3539	3716	**3901**	4018	4099
		ANNUAL	38517	40442	42465	44588	46817	48222	49186
T12	NE	HOURLY	18.703	19.638	20.620	21.651	22.733	23.415	23.884
		MONTHLY	3242	3404	3574	3753	**3940**	4059	4140
		ANNUAL	38902	40847	42889	45034	47285	48704	49678
T13	NE	HOURLY	18.890	19.834	20.826	21.867	22.961	23.650	24.123
		MONTHLY	3274	3438	3610	3790	**3980**	4099	4181
		ANNUAL	39291	41255	43318	45484	47758	49191	50175
T14	NE	HOURLY	19.079	20.033	21.034	22.086	23.190	23.886	24.364
		MONTHLY	3307	3472	3646	3828	**4020**	4140	4223
		ANNUAL	39684	41668	43751	45939	48236	49683	50677
T15	NE	HOURLY	19.270	20.233	21.245	22.307	23.422	24.125	24.607
		MONTHLY	3340	3507	3682	3867	**4060**	4182	4265
		ANNUAL	40081	42085	44189	46398	48718	50180	51183
T16	NE	HOURLY	19.462	20.435	21.457	22.530	23.656	24.366	24.853
		MONTHLY	3373	3542	3719	3905	**4100**	4223	4308
		ANNUAL	40481	42505	44631	46862	49205	50682	51695
T17	NE	HOURLY	19.657	20.640	21.672	22.755	23.893	24.610	25.102
		MONTHLY	3407	3578	3756	3944	**4141**	4266	4351
		ANNUAL	40886	42931	45077	47331	49697	51188	52212

Effective: July 2023

*Due to rounding, salary schedules are a close approximation of actual salary

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T18	NE	HOURLY	19.853	20.846	21.888	22.983	24.132	25.339	26.605
		MONTHLY	3441	3613	3794	3984	**4183**	4392	4612
		ANNUAL	41295	43360	45528	47804	50194	52704	55339
T19	NE	HOURLY	20.052	21.055	22.107	23.213	24.373	25.104	25.607
		MONTHLY	3476	3649	3832	4024	**4225**	4351	4438
		ANNUAL	41708	43793	45983	48282	50696	52217	53262
T20	NE	HOURLY	20.252	21.265	22.328	23.445	24.617	25.355	25.863
		MONTHLY	3510	3686	3870	4064	**4267**	4395	4483
		ANNUAL	42125	44231	46443	48765	51203	52739	53794
T21	NE	HOURLY	20.455	21.478	22.552	23.679	24.863	25.609	26.121
		MONTHLY	3546	3723	3909	4104	**4310**	4439	4528
		ANNUAL	42546	44674	46907	49253	51715	53267	54332
T22	NE	HOURLY	20.660	21.693	22.777	23.916	25.112	25.865	26.382
		MONTHLY	3581	3760	3948	4145	**4353**	4483	4573
		ANNUAL	42972	45120	47376	49745	52233	53799	54875
T23	NE	HOURLY	20.866	21.909	23.005	24.155	25.363	26.124	26.646
		MONTHLY	3617	3798	3988	4187	**4396**	4528	4619
		ANNUAL	43402	45572	47850	50243	52755	54337	55424
T24	NE	HOURLY	21.075	22.129	23.235	24.397	25.617	26.385	26.913
		MONTHLY	3653	3836	4027	4229	**4440**	4573	4665
		ANNUAL	43836	46027	48329	50745	53282	54881	55978
T25	NE	HOURLY	21.286	22.350	23.467	24.641	25.873	26.649	27.182
		MONTHLY	3689	3874	4068	4271	**4485**	4619	4712
		ANNUAL	44274	46488	48812	51253	53815	55430	56538
T26	NE	HOURLY	21.498	22.573	23.702	24.887	26.131	26.915	27.454
		MONTHLY	3726	3913	4108	4314	**4529**	4665	4759
		ANNUAL	44717	46952	49300	51765	54353	55984	57104
T27	NE	HOURLY	21.713	22.799	23.939	25.136	26.393	27.185	27.728
		MONTHLY	3764	3952	4149	4357	**4575**	4712	4806
		ANNUAL	45164	47422	49793	52283	54897	56544	57675
T28	NE	HOURLY	21.931	23.027	24.178	25.387	26.657	27.456	28.005
		MONTHLY	3801	3991	4191	4400	**4620**	4759	4854
		ANNUAL	45615	47896	50291	52806	55446	57109	58251
T29	NE	HOURLY	22.150	23.257	24.420	25.641	26.923	27.731	28.286
		MONTHLY	3839	4031	4233	4444	**4667**	4807	4903
		ANNUAL	46072	48375	50794	53334	56000	57680	58834
T30	NE	HOURLY	22.371	23.490	24.664	25.898	27.192	28.008	28.568
		MONTHLY	3878	4072	4275	4489	**4713**	4855	4952
		ANNUAL	46532	48859	51302	53867	56560	58257	59422

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T31	NE	HOURLY	22.595	23.725	24.911	26.157	27.464	28.288	28.854
		MONTHLY	3916	4112	4318	4534	**4760**	4903	5001
		ANNUAL	46998	49348	51815	54406	57126	58840	60017
T32	NE	HOURLY	22.821	23.962	25.160	26.418	27.739	28.571	29.143
		MONTHLY	3956	4153	4361	4579	**4808**	4952	5051
		ANNUAL	47468	49841	52333	54950	57697	59428	60617
T33	NE	HOURLY	23.049	24.202	25.412	26.682	28.016	28.857	29.434
		MONTHLY	3995	4195	4405	4625	**4856**	5002	5102
		ANNUAL	47942	50339	52856	55499	58274	60022	61223
T34	NE	HOURLY	23.280	24.444	25.666	26.949	28.297	29.145	29.728
		MONTHLY	4035	4237	4449	4671	**4905**	5052	5153
		ANNUAL	48422	50843	53385	56054	58857	60623	61835
T35	NE	HOURLY	23.512	24.688	25.922	27.219	28.580	29.437	30.026
		MONTHLY	4075	4279	4493	4718	**4954**	5102	5204
		ANNUAL	48906	51351	53919	56615	59445	61229	62453
T36	NE	HOURLY	23.748	24.935	26.182	27.491	28.865	29.731	30.326
		MONTHLY	4116	4322	4538	4765	**5003**	5153	5256
		ANNUAL	49395	51865	54458	57181	60040	61841	63078
T37	NE	HOURLY	23.985	25.184	26.444	27.766	29.154	30.029	30.629
		MONTHLY	4157	4365	4584	4813	**5053**	5205	5309
		ANNUAL	49889	52383	55003	57753	60640	62460	63709
T38	NE	HOURLY	24.225	25.436	26.708	28.043	29.446	30.329	30.935
		MONTHLY	4199	4409	4629	4861	**5104**	5257	5362
		ANNUAL	50388	52907	55553	58330	61247	63084	64346
T39	NE	HOURLY	24.467	25.691	26.975	28.324	29.740	30.632	31.245
		MONTHLY	4241	4453	4676	4909	**5155**	5310	5416
		ANNUAL	50892	53436	56108	58914	61859	63715	64989
T40	NE	HOURLY	24.712	25.947	27.245	28.607	30.037	30.939	31.557
		MONTHLY	4283	4498	4722	4959	**5206**	5363	5470
		ANNUAL	51401	53971	56669	59503	62478	64352	65639
T41	NE	HOURLY	24.959	26.207	27.517	28.893	30.338	31.248	31.873
		MONTHLY	4326	4543	4770	5008	**5259**	5416	5525
		ANNUAL	51915	54510	57236	60098	63103	64996	66296
T42	NE	HOURLY	25.209	26.469	27.792	29.182	30.641	31.560	32.192
		MONTHLY	4369	4588	4817	5058	**5311**	5470	5580
		ANNUAL	52434	55055	57808	60699	63734	65646	66959
T43	NE	HOURLY	25.461	26.734	28.070	29.474	30.948	31.876	32.514
		MONTHLY	4413	4634	4866	5109	**5364**	5525	5636
		ANNUAL	52958	55606	58386	61306	64371	66302	67628

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T44	NE	HOURLY	25.715	27.001	28.351	29.769	31.257	32.195	32.839
		MONTHLY	4457	4680	4914	5160	**5418**	5580	5692
		ANNUAL	53488	56162	58970	61919	65015	66965	68304
T45	NE	HOURLY	25.972	27.271	28.635	30.066	31.570	32.517	33.167
		MONTHLY	4502	4727	4963	5211	**5472**	5636	5749
		ANNUAL	54023	56724	59560	62538	65665	67635	68987
T46	NE	HOURLY	26.232	27.544	28.921	30.367	31.885	32.842	33.499
		MONTHLY	4547	4774	5013	5264	**5527**	5693	5806
		ANNUAL	54563	57291	60155	63163	66321	68311	69677
T47	NE	HOURLY	26.494	27.819	29.210	30.671	32.204	33.170	33.834
		MONTHLY	4592	4822	5063	5316	**5582**	5750	5865
		ANNUAL	55108	57864	60757	63795	66985	68994	70374
T48	NE	HOURLY	26.759	28.097	29.502	30.977	32.526	33.502	34.172
		MONTHLY	4638	4870	5114	5369	**5638**	5807	5923
		ANNUAL	55660	58442	61365	64433	67654	69684	71078
T49	NE	HOURLY	27.027	28.378	29.797	31.287	32.851	33.837	34.514
		MONTHLY	4685	4919	5165	5423	**5694**	5865	5982
		ANNUAL	56216	59027	61978	65077	68331	70381	71789
T50	NE	HOURLY	27.297	28.662	30.095	31.600	33.180	34.175	34.859
		MONTHLY	4732	4968	5217	5477	**5751**	5924	6042
		ANNUAL	56778	59617	62598	65728	69014	71085	72506
T51	NE	HOURLY	27.570	28.949	30.396	31.916	33.512	34.517	35.207
		MONTHLY	4779	5018	5269	5532	**5809**	5983	6103
		ANNUAL	57346	60213	63224	66385	69704	71796	73232
T52	NE	HOURLY	27.846	29.238	30.700	32.235	33.847	34.862	35.560
		MONTHLY	4827	5068	5321	5587	**5867**	6043	6164
		ANNUAL	57920	60815	63856	67049	70402	72514	73964
T53	NE	HOURLY	28.124	29.531	31.007	32.557	34.185	35.211	35.915
		MONTHLY	4875	5119	5375	5643	**5925**	6103	6225
		ANNUAL	58499	61424	64495	67720	71106	73239	74703
T54	NE	HOURLY	28.406	29.826	31.317	32.883	34.527	35.563	36.274
		MONTHLY	4924	5170	5428	5700	**5985**	6164	6288
		ANNUAL	59084	62038	65140	68397	71817	73971	75451
T55	NE	HOURLY	28.690	30.124	31.630	33.212	34.872	35.919	36.637
		MONTHLY	4973	5222	5483	5757	**6045**	6226	6350
		ANNUAL	59675	62658	65791	69081	72535	74711	76205
T56	NE	HOURLY	28.977	30.425	31.947	33.544	35.221	36.278	37.003
		MONTHLY	5023	5274	5537	5814	**6105**	6288	6414
		ANNUAL	60271	63285	66449	69772	73260	75458	76967

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T57	NE	HOURLY	29.266	30.730	32.266	33.879	35.573	36.641	37.373
		MONTHLY	5073	5326	5593	5872	**6166**	6351	6478
		ANNUAL	60874	63918	67114	70469	73993	76213	77737
T58	NE	HOURLY	29.559	31.037	32.589	34.218	35.929	37.007	37.747
		MONTHLY	5124	5380	5649	5931	**6228**	6415	6543
		ANNUAL	61483	64557	67785	71174	74733	76975	78514
T59	NE	HOURLY	29.855	31.347	32.915	34.560	36.288	37.377	38.125
		MONTHLY	5175	5434	5705	5990	**6290**	6479	6608
		ANNUAL	62098	65202	68463	71886	75480	77744	79299
T60	NE	HOURLY	30.153	31.661	33.244	34.906	36.651	37.751	38.506
		MONTHLY	5227	5488	5762	6050	**6353**	6543	6674
		ANNUAL	62719	65854	69147	72605	76235	78522	80092
T61	NE	HOURLY	30.455	31.977	33.576	35.255	37.018	38.128	38.891
		MONTHLY	5279	5543	5820	6111	**6416**	6609	6741
		ANNUAL	63346	66513	69839	73331	76997	79307	80893
T62	NE	HOURLY	30.759	32.297	33.912	35.608	37.388	38.510	39.280
		MONTHLY	5332	5598	5878	6172	**6481**	6675	6809
		ANNUAL	63979	67178	70537	74064	77767	80100	81702
T63	NE	HOURLY	31.067	32.620	34.251	35.964	37.762	38.895	39.673
		MONTHLY	5385	5654	5937	6234	**6545**	6742	6877
		ANNUAL	64619	67850	71242	74805	78545	80901	82519
T64	NE	HOURLY	31.377	32.946	34.594	36.323	38.140	39.284	40.069
		MONTHLY	5439	5711	5996	6296	**6611**	6809	6945
T65	NE	HOURLY	31.691	33.276	34.940	36.687	38.521	39.677	40.470
		MONTHLY	5493	5768	6056	6359	**6677**	6877	7015
		ANNUAL	65918	69214	72674	76308	80124	82527	84178
T66	NE	HOURLY	32.008	33.609	35.289	37.053	38.906	40.073	40.875
		MONTHLY	5548	5825	6117	6423	**6744**	6946	7085
		ANNUAL	66577	69906	73401	77071	80925	83352	85020
T67	NE	HOURLY	32.328	33.945	35.642	37.424	39.295	40.474	41.284
		MONTHLY	5604	5884	6178	6487	**6811**	7016	7156
		ANNUAL	67243	70605	74135	77842	81734	84186	85870
T68	NE	HOURLY	32.652	34.284	35.998	37.798	39.688	40.879	41.696
		MONTHLY	5660	5943	6240	6552	**6879**	7086	7227
		ANNUAL	67915	71311	74877	78620	82551	85028	86728
T69	NE	HOURLY	32.978	34.627	36.358	38.176	40.085	41.288	42.113
		MONTHLY	5716	6002	6302	6617	**6948**	7157	7300
		ANNUAL	68594	72024	75625	79407	83377	85878	87596

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T70	NE	HOURLY	33.308	34.973	36.722	38.558	40.486	41.700	42.534
		MONTHLY	5773	6062	6365	6683	**7018**	7228	7373
		ANNUAL	69280	72744	76382	80201	84211	86737	88472
T71	NE	HOURLY	33.641	35.323	37.089	38.944	40.891	42.117	42.960
		MONTHLY	5831	6123	6429	6750	**7088**	7300	7446
		ANNUAL	69973	73472	77145	81003	85053	87604	89356
T72	NE	HOURLY	33.977	35.676	37.460	39.333	41.300	42.539	43.389
		MONTHLY	5889	6184	6493	6818	**7159**	7373	7521
		ANNUAL	70673	74206	77917	81813	85903	88480	90250
T73	NE	HOURLY	34.317	36.033	37.835	39.726	41.713	42.964	43.823
		MONTHLY	5948	6246	6558	6886	**7230**	7447	7596
		ANNUAL	71380	74949	78696	82631	86762	89365	91152
T74	NE	HOURLY	34.660	36.393	38.213	40.124	42.130	43.394	44.262
		MONTHLY	6008	6308	6624	6955	**7302**	7522	7672
		ANNUAL	72093	75698	79483	83457	87630	90259	92064
T75	NE	HOURLY	35.007	36.757	38.595	40.525	42.551	43.828	44.704
		MONTHLY	6068	6371	6690	7024	**7376**	7597	7749
		ANNUAL	72814	76455	80278	84292	88506	91161	92985
T76	NE	HOURLY	35.357	37.125	38.981	40.930	42.977	44.266	45.151
		MONTHLY	6129	6435	6757	7095	**7449**	7673	7826
		ANNUAL	73542	77220	81081	85135	89391	92073	93914
T77	NE	HOURLY	35.711	37.496	39.371	41.339	43.406	44.709	45.603
		MONTHLY	6190	6499	6824	7165	**7524**	7749	7904
		ANNUAL	74278	77992	81891	85986	90285	92994	94854
T78	NE	HOURLY	36.068	37.871	39.765	41.753	43.840	45.156	46.059
		MONTHLY	6252	6564	6893	7237	**7599**	7827	7984
		ANNUAL	75021	78772	82710	86846	91188	93924	95802
T79	NE	HOURLY	36.428	38.250	40.162	42.170	44.279	45.607	46.519
		MONTHLY	6314	6630	6961	7310	**7675**	7905	8063
		ANNUAL	75771	79559	83537	87714	92100	94863	96760
T80	NE	HOURLY	36.793	38.632	40.564	42.592	44.722	46.063	46.985
		MONTHLY	6377	6696	7031	7383	**7752**	7984	8144
		ANNUAL	76529	80355	84373	88591	93021	95812	97728
T81	NE	HOURLY	37.160	39.019	40.969	43.018	45.169	46.524	47.454
		MONTHLY	6441	6763	7101	7456	**7829**	8064	8225
		ANNUAL	77294	81159	85216	89477	93951	96770	98705
T82	NE	HOURLY	37.532	39.409	41.379	43.448	45.620	46.989	47.929
		MONTHLY	6506	6831	7172	7531	**7908**	8145	8308
		ANNUAL	78067	81970	86069	90372	94891	97737	99692

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T83	NE	HOURLY	37.907	39.803	41.793	43.883	46.077	47.459	48.408
		MONTHLY	6571	6899	7244	7606	**7987**	8226	8391
		ANNUAL	78847	82790	86929	91276	95840	98715	100689
T84	NE	HOURLY	38.286	40.201	42.211	44.321	46.537	47.934	48.892
		MONTHLY	6636	6968	7317	7682	**8066**	8308	8475
		ANNUAL	79636	83618	87799	92189	96798	99702	101696
T85	NE	HOURLY	38.669	40.603	42.633	44.765	47.003	48.413	49.381
		MONTHLY	6703	7038	7390	7759	**8147**	8392	8559
		ANNUAL	80432	84454	88677	93110	97766	100699	102713
T86	NE	HOURLY	39.056	41.009	43.059	45.212	47.473	48.897	49.875
		MONTHLY	6770	7108	7464	7837	**8229**	8475	8645
		ANNUAL	81237	85298	89563	94042	98744	101706	103740
T87	NE	HOURLY	39.447	41.419	43.490	45.664	47.948	49.386	50.374
		MONTHLY	6837	7179	7538	7915	**8311**	8560	8731
		ANNUAL	82049	86151	90459	94982	99731	102723	104777
T88	NE	HOURLY	39.841	41.833	43.925	46.121	48.427	49.880	50.877
		MONTHLY	6906	7251	7614	7994	**8394**	8646	8819
		ANNUAL	82869	87013	91364	95932	100728	103750	105825
T89	NE	HOURLY	40.239	42.251	44.364	46.582	48.911	50.379	51.386
		MONTHLY	6975	7324	7690	8074	**8478**	8732	8907
		ANNUAL	83698	87883	92277	96891	101736	104788	106883
T90	NE	HOURLY	40.642	42.674	44.808	47.048	49.400	50.882	51.900
		MONTHLY	7045	7397	7767	8155	**8563**	8820	8996
		ANNUAL	84535	88762	93200	97860	102753	105836	107952
T91	NE	HOURLY	41.048	43.101	45.256	47.519	49.894	51.391	52.419
		MONTHLY	7115	7471	7844	8237	**8648**	8908	9086
		ANNUAL	85380	89649	94132	98839	103780	106894	109032
T92	NE	HOURLY	41.459	43.532	45.708	47.994	50.393	51.905	52.943
		MONTHLY	7186	7545	7923	8319	**8735**	8997	9177
		ANNUAL	86234	90546	95073	99827	104818	107963	110122
T93	NE	HOURLY	41.873	43.967	46.165	48.474	50.897	52.424	53.473
		MONTHLY	7258	7621	8002	8402	**8822**	9087	9269
		ANNUAL	87097	91451	96024	100825	105866	109042	111223
T94	NE	HOURLY	42.292	44.407	46.627	48.958	51.406	52.949	54.007
		MONTHLY	7331	7697	8082	8486	**8910**	9178	9361
		ANNUAL	87968	92366	96984	101833	106925	110133	112336
T95	NE	HOURLY	42.715	44.851	47.093	49.448	51.920	53.478	54.548
		MONTHLY	7404	7774	8163	8571	**9000**	9270	9455
		ANNUAL	88847	93290	97954	102852	107994	111234	113459

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T96	NE	HOURLY	43.142	45.299	47.564	49.942	52.440	55.062	56.163
		MONTHLY	7478	7852	8244	8657	**9090**	9544	9735
		ANNUAL	89736	94223	98934	103880	109074	114528	116819
T97	NE	HOURLY	43.574	45.752	48.040	50.442	52.964	54.553	55.644
		MONTHLY	7553	7930	8327	8743	**9180**	9456	9645
		ANNUAL	90633	95165	99923	104919	110165	113470	115739
T98	NE	HOURLY	44.009	46.210	48.520	50.946	53.494	55.098	56.200
		MONTHLY	7628	8010	8410	8831	**9272**	9550	9741
		ANNUAL	91539	96116	100922	105968	111267	114605	116897
T99	NE	HOURLY	44.449	46.672	49.005	51.456	54.029	55.649	56.762
		MONTHLY	7705	8090	8494	8919	**9365**	9646	9839
		ANNUAL	92455	97078	101931	107028	112379	115751	118066
T100	NE	HOURLY	44.894	47.139	49.496	51.970	54.569	56.206	57.330
		MONTHLY	7782	8171	8579	9008	**9459**	9742	9937
		ANNUAL	93379	98048	102951	108098	113503	116908	119246

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS10	NE	HOURLY	17.404	18.274	19.187	20.147	21.154	21.789	22.224
		MONTHLY	3017	3167	3326	3492	**3666.71**	3777	3852
		ANNUAL	36199	38009	39910	41905	44001	45321	46227
CS11	NE	HOURLY	17.578	18.456	19.379	20.348	21.366	22.007	22.447
		MONTHLY	3047	3199	3359	3527	**3703**	3814	3891
		ANNUAL	36561	38389	40309	42324	44441	45774	46689
CS12	NE	HOURLY	17.753	18.641	19.573	20.552	21.579	22.227	22.671
		MONTHLY	3077	3231	3393	3562	**3740**	3853	3930
		ANNUAL	36927	38773	40712	42748	44885	46231	47156
CS13	NE	HOURLY	17.931	18.827	19.769	20.757	21.795	22.449	22.898
		MONTHLY	3108	3263	3427	3598	**3778**	3891	3969
		ANNUAL	37296	39161	41119	43175	45334	46694	47628
CS14	NE	HOURLY	18.110	19.016	19.966	20.965	22.013	22.673	23.127
		MONTHLY	3139	3296	3461	3634	**3816**	3930	4009
		ANNUAL	37669	39553	41530	43607	45787	47161	48104
CS15	NE	HOURLY	18.291	19.206	20.166	21.174	22.233	22.900	23.358
		MONTHLY	3170	3329	3495	3670	**3854**	3969	4049
		ANNUAL	38046	39948	41946	44043	46245	47632	48585
CS16	NE	HOURLY	18.474	19.398	20.368	21.386	22.455	23.129	23.592
		MONTHLY	3202	3362	3530	3707	**3892**	4009	4089
		ANNUAL	38426	40348	42365	44483	46707	48109	49071
CS17	NE	HOURLY	18.659	19.592	20.571	21.600	22.680	23.360	23.828
		MONTHLY	3234	3396	3566	3744	**3931**	4049	4130
		ANNUAL	38811	40751	42789	44928	47175	48590	49562
CS18	NE	HOURLY	18.846	19.788	20.777	21.816	22.907	23.594	24.066
		MONTHLY	3267	3430	3601	3781	**3971**	4090	4171
		ANNUAL	39199	41159	43217	45377	47646	49076	50057
CS19	NE	HOURLY	19.034	19.986	20.985	22.034	23.136	23.830	24.307
		MONTHLY	3299	3464	3637	3819	**4010**	4131	4213
		ANNUAL	39591	41570	43649	45831	48123	49566	50558
CS20	NE	HOURLY	19.224	20.186	21.195	22.255	23.367	24.068	24.550
		MONTHLY	3332	3499	3674	3857	**4050**	4172	4255
		ANNUAL	39987	41986	44085	46289	48604	50062	51063
CS21	NE	HOURLY	19.417	20.387	21.407	22.477	23.601	24.309	24.795
		MONTHLY	3366	3534	3711	3896	**4091**	4214	4298
		ANNUAL	40386	42406	44526	46752	49090	50563	51574
CS22	NE	HOURLY	19.611	20.591	21.621	22.702	23.837	24.552	25.043
		MONTHLY	3399	3569	3748	3935	**4132**	4256	4341
		ANNUAL	40790	42830	44971	47220	49581	51068	52090

Effective July 2023

*Due to rounding, salary schedules are a close approximation of actual salary

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS23	NE	HOURLY	19.807	20.797	21.837	22.929	24.075	24.798	25.294
		MONTHLY	3433	3605	3785	3974	**4173**	4298	4384
		ANNUAL	41198	43258	45421	47692	50077	51579	52611
CS24	NE	HOURLY	20.005	21.005	22.055	23.158	24.316	25.046	25.546
		MONTHLY	3468	3641	3823	4014	**4215**	4341	4428
		ANNUAL	41610	43691	45875	48169	50577	52095	53137
CS25	NE	HOURLY	20.205	21.215	22.276	23.390	24.559	25.296	25.802
		MONTHLY	3502	3677	3861	4054	**4257**	4385	4472
		ANNUAL	42026	44128	46334	48651	51083	52616	53668
CS26	NE	HOURLY	20.407	21.427	22.499	23.624	24.805	25.549	26.060
		MONTHLY	3537	3714	3900	4095	**4300**	4428	4517
		ANNUAL	42447	44569	46797	49137	51594	53142	54205
CS27	NE	HOURLY	20.611	21.642	22.724	23.860	25.053	25.804	26.321
		MONTHLY	3573	3751	3939	4136	**4343**	4473	4562
		ANNUAL	42871	45015	47265	49629	52110	53673	54747
CS28	NE	HOURLY	20.817	21.858	22.951	24.098	25.303	26.063	26.584
		MONTHLY	3608	3789	3978	4177	**4386**	4518	4608
		ANNUAL	43300	45465	47738	50125	52631	54210	55294
CS29	NE	HOURLY	21.025	22.077	23.180	24.339	25.556	26.323	26.850
		MONTHLY	3644	3827	4018	4219	**4430**	4563	4654
		ANNUAL	43733	45919	48215	50626	53157	54752	55847
CS30	NE	HOURLY	21.236	22.297	23.412	24.583	25.812	26.586	27.118
		MONTHLY	3681	3865	4058	4261	**4474**	4608	4700
		ANNUAL	44170	46379	48698	51132	53689	55300	56406
CS31	NE	HOURLY	21.448	22.520	23.646	24.829	26.070	26.852	27.389
		MONTHLY	3718	3904	4099	4304	**4519**	4654	4747
		ANNUAL	44612	46842	49184	51644	54226	55853	56970
CS32	NE	HOURLY	21.662	22.746	23.883	25.077	26.331	27.121	27.663
		MONTHLY	3755	3943	4140	4347	**4564**	4701	4795
		ANNUAL	45058	47311	49676	52160	54768	56411	57539
CS33	NE	HOURLY	21.879	22.973	24.122	25.328	26.594	27.392	27.940
		MONTHLY	3792	3982	4181	4390	**4610**	4748	4843
		ANNUAL	45508	47784	50173	52682	55316	56975	58115
CS34	NE	HOURLY	22.098	23.203	24.363	25.581	26.860	27.666	28.219
		MONTHLY	3830	4022	4223	4434	**4656**	4795	4891
		ANNUAL	45964	48262	50675	53209	55869	57545	58696
CS35	NE	HOURLY	22.319	23.435	24.607	25.837	27.129	27.943	28.501
		MONTHLY	3869	4062	4265	4478	**4702**	4843	4940
		ANNUAL	46423	48744	51182	53741	56428	58121	59283

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS36	NE	HOURLY	22.542	23.669	24.853	26.095	27.400	28.222	28.786
		MONTHLY	3907	4103	4308	4523	**4749**	4892	4990
		ANNUAL	46887	49232	51693	54278	56992	58702	59876
CS37	NE	HOURLY	22.767	23.906	25.101	26.356	27.674	28.504	29.074
		MONTHLY	3946	4144	4351	4568	**4797**	4941	5040
		ANNUAL	47356	49724	52210	54821	57562	59289	60475
CS38	NE	HOURLY	22.995	24.145	25.352	26.620	27.951	28.789	29.365
		MONTHLY	3986	4185	4394	4614	**4845**	4990	5090
		ANNUAL	47830	50221	52732	55369	58137	59882	61079
CS39	NE	HOURLY	23.225	24.386	25.606	26.886	28.230	29.077	29.659
		MONTHLY	4026	4227	4438	4660	**4893**	5040	5141
		ANNUAL	48308	50724	53260	55923	58719	60480	61690
CS40	NE	HOURLY	23.457	24.630	25.862	27.155	28.513	29.368	29.955
		MONTHLY	4066	4269	4483	4707	**4942**	5090	5192
		ANNUAL	48791	51231	53792	56482	59306	61085	62307
CS41	NE	HOURLY	23.692	24.876	26.120	27.426	28.798	29.662	30.255
		MONTHLY	4107	4312	4528	4754	**4992**	5141	5244
		ANNUAL	49279	51743	54330	57047	59899	61696	62930
CS42	NE	HOURLY	23.929	25.125	26.382	27.701	29.086	29.958	30.557
		MONTHLY	4148	4355	4573	4801	**5042**	5193	5297
		ANNUAL	49772	52261	54874	57617	60498	62313	63559
CS43	NE	HOURLY	24.168	25.377	26.645	27.978	29.376	30.258	30.863
		MONTHLY	4189	4399	4619	4849	**5092**	5245	5350
		ANNUAL	50270	52783	55422	58193	61103	62936	64195
CS44	NE	HOURLY	24.410	25.630	26.912	28.257	29.670	30.560	31.172
		MONTHLY	4231	4443	4665	4898	**5143**	5297	5403
		ANNUAL	50772	53311	55977	58775	61714	63566	64837
CS45	NE	HOURLY	24.654	25.887	27.181	28.540	29.967	30.866	31.483
		MONTHLY	4273	4487	4711	4947	**5194**	5350	5457
		ANNUAL	51280	53844	56536	59363	62331	64201	65485
CS46	NE	HOURLY	24.900	26.145	27.453	28.825	30.267	31.175	31.798
		MONTHLY	4316	4532	4758	4996	**5246**	5404	5512
		ANNUAL	51793	54383	57102	59957	62955	64843	66140
CS47	NE	HOURLY	25.149	26.407	27.727	29.114	30.569	31.486	32.116
		MONTHLY	4359	4577	4806	5046	**5299**	5458	5567
		ANNUAL	52311	54926	57673	60556	63584	65492	66801
CS48	NE	HOURLY	25.401	26.671	28.005	29.405	30.875	31.801	32.437
		MONTHLY	4403	4623	4854	5097	**5352**	5512	5622
		ANNUAL	52834	55476	58249	61162	64220	66147	67469

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS49	NE	HOURLY	25.655	26.938	28.285	29.699	31.184	32.119	32.762
		MONTHLY	4447	4669	4903	5148	**5405**	5567	5679
		ANNUAL	53362	56030	58832	61773	64862	66808	68144
CS50	NE	HOURLY	25.911	27.207	28.567	29.996	31.496	32.440	33.089
		MONTHLY	4491	4716	4952	5199	**5459**	5623	5735
		ANNUAL	53896	56591	59420	62391	65511	67476	68826
CS51	NE	HOURLY	26.171	27.479	28.853	30.296	31.811	32.765	33.420
		MONTHLY	4536	4763	5001	5251	**5514**	5679	5793
		ANNUAL	54435	57157	60014	63015	66166	68151	69514
CS52	NE	HOURLY	26.432	27.754	29.142	30.599	32.129	33.092	33.754
		MONTHLY	4582	4811	5051	5304	**5569**	5736	5851
		ANNUAL	54979	57728	60615	63645	66828	68832	70209
CS53	NE	HOURLY	26.697	28.031	29.433	30.905	32.450	33.423	34.092
		MONTHLY	4627	4859	5102	5357	**5625**	5793	5909
		ANNUAL	55529	58305	61221	64282	67496	69521	70911
CS54	NE	HOURLY	26.964	28.312	29.727	31.214	32.774	33.758	34.433
		MONTHLY	4674	4907	5153	5410	**5681**	5851	5968
		ANNUAL	56084	58888	61833	64925	68171	70216	71620
CS55	NE	HOURLY	27.233	28.595	30.025	31.526	33.102	34.095	34.777
		MONTHLY	4720	4956	5204	5464	**5738**	5910	6028
		ANNUAL	56645	59477	62451	65574	68852	70918	72336
CS56	NE	HOURLY	27.506	28.881	30.325	31.841	33.433	34.436	35.125
		MONTHLY	4768	5006	5256	5519	**5795**	5969	6088
		ANNUAL	57212	60072	63076	66230	69541	71627	73060
CS57	NE	HOURLY	27.781	29.170	30.628	32.160	33.768	34.781	35.476
		MONTHLY	4815	5056	5309	5574	**5853**	6029	6149
		ANNUAL	57784	60673	63707	66892	70236	72344	73790
CS58	NE	HOURLY	28.058	29.461	30.934	32.481	34.105	35.128	35.831
		MONTHLY	4863	5107	5362	5630	**5912**	6089	6211
		ANNUAL	58362	61280	64344	67561	70939	73067	74528
CS59	NE	HOURLY	28.339	29.756	31.244	32.806	34.446	35.480	36.189
		MONTHLY	4912	5158	5416	5686	**5971**	6150	6273
		ANNUAL	58945	61892	64987	68236	71648	73798	75274
CS60	NE	HOURLY	28.622	30.054	31.556	33.134	34.791	35.834	36.551
		MONTHLY	4961	5209	5470	5743	**6030**	6211	6336
		ANNUAL	59535	62511	65637	68919	72365	74536	76026
CS61	NE	HOURLY	28.909	30.354	31.872	33.465	35.139	36.193	36.917
		MONTHLY	5011	5261	5524	5801	**6091**	6273	6399
		ANNUAL	60130	63136	66293	69608	73088	75281	76787

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS62	NE	HOURLY	29.198	30.658	32.190	33.800	35.490	36.555	37.286
		MONTHLY	5061	5314	5580	5859	**6152**	6336	6463
		ANNUAL	60731	63768	66956	70304	73819	76034	77554
CS63	NE	HOURLY	29.490	30.964	32.512	34.138	35.845	36.920	37.659
		MONTHLY	5112	5367	5635	5917	**6213**	6400	6527
		ANNUAL	61339	64405	67626	71007	74557	76794	78330
CS64	NE	HOURLY	29.785	31.274	32.837	34.479	36.203	37.289	38.035
		MONTHLY	5163	5421	5692	5976	**6275**	6464	6593
		ANNUAL	61952	65050	68302	71717	75303	77562	79113
CS65	NE	HOURLY	30.082	31.587	33.166	34.824	36.565	37.662	38.416
		MONTHLY	5214	5475	5749	6036	**6338**	6528	6659
		ANNUAL	62571	65700	68985	72434	76056	78338	79904
CS66	NE	HOURLY	30.383	31.902	33.498	35.172	36.931	38.039	38.800
		MONTHLY	5266	5530	5806	6097	**6401**	6593	6725
		ANNUAL	63197	66357	69675	73159	76817	79121	80703
CS67	NE	HOURLY	30.687	32.221	33.833	35.524	37.300	38.419	39.188
		MONTHLY	5319	5585	5864	6158	**6465**	6659	6793
		ANNUAL	63829	67021	70372	73890	77585	79912	81510
CS68	NE	HOURLY	30.994	32.544	34.171	35.879	37.673	38.804	39.580
		MONTHLY	5372	5641	5923	6219	**6530**	6726	6860
		ANNUAL	64467	67691	71075	74629	78361	80711	82326
CS69	NE	HOURLY	31.304	32.869	34.513	36.238	38.050	39.192	39.975
		MONTHLY	5426	5697	5982	6281	**6595**	6793	6929
		ANNUAL	65112	68368	71786	75375	79144	81518	83149
CS70	NE	HOURLY	31.617	33.198	34.858	36.601	38.431	39.583	40.375
		MONTHLY	5480	5754	6042	6344	**6661**	6861	6998
		ANNUAL	65763	69051	72504	76129	79936	82334	83980
CS71	NE	HOURLY	31.933	33.530	35.206	36.967	38.815	39.979	40.779
		MONTHLY	5535	5812	6102	6408	**6728**	6930	7068
		ANNUAL	66421	69742	73229	76890	80735	83157	84820
CS72	NE	HOURLY	32.252	33.865	35.558	37.336	39.203	40.379	41.187
		MONTHLY	5590	5870	6163	6472	**6795**	6999	7139
		ANNUAL	67085	70439	73961	77659	81542	83989	85668
CS73	NE	HOURLY	32.575	34.204	35.914	37.710	39.595	40.783	41.599
		MONTHLY	5646	5929	6225	6536	**6863**	7069	7210
		ANNUAL	67756	71144	74701	78436	82358	84828	86525
CS74	NE	HOURLY	32.901	34.546	36.273	38.087	39.991	41.191	42.015
		MONTHLY	5703	5988	6287	6602	**6932**	7140	7283
		ANNUAL	68433	71855	75448	79220	83181	85677	87390

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS75	NE	HOURLY	33.230	34.891	36.636	38.468	40.391	41.603	42.435
		MONTHLY	5760	6048	6350	6668	**7001**	7211	7355
		ANNUAL	69118	72574	76202	80012	84013	86534	88264
CS76	NE	HOURLY	33.562	35.240	37.002	38.852	40.795	42.019	42.859
		MONTHLY	5817	6108	6414	6734	**7071**	7283	7429
		ANNUAL	69809	73299	76964	80813	84853	87399	89147
CS77	NE	HOURLY	33.898	35.593	37.372	39.241	41.203	42.439	43.288
		MONTHLY	5876	6169	6478	6802	**7142**	7356	7503
		ANNUAL	70507	74032	77734	81621	85702	88273	90038
CS78	NE	HOURLY	34.237	35.948	37.746	39.633	41.615	42.863	43.721
		MONTHLY	5934	6231	6543	6870	**7213**	7430	7578
		ANNUAL	71212	74773	78511	82437	86559	89156	90939
CS79	NE	HOURLY	34.579	36.308	38.123	40.029	42.031	43.292	44.158
		MONTHLY	5994	6293	6608	6938	**7285**	7504	7654
		ANNUAL	71924	75520	79296	83261	87424	90047	91848
CS80	NE	HOURLY	34.925	36.671	38.505	40.430	42.451	43.725	44.599
		MONTHLY	6054	6356	6674	7008	**7358**	7579	7731
		ANNUAL	72644	76276	80089	84094	88299	90948	92767
CS81	NE	HOURLY	35.274	37.038	38.890	40.834	42.876	44.162	45.045
		MONTHLY	6114	6420	6741	7078	**7432**	7655	7808
		ANNUAL	73370	77038	80890	84935	89182	91857	93694
CS82	NE	HOURLY	35.627	37.408	39.278	41.242	43.305	44.604	45.496
		MONTHLY	6175	6484	6808	7149	**7506**	7731	7886
		ANNUAL	74104	77809	81699	85784	90073	92776	94631
CS83	NE	HOURLY	35.983	37.782	39.671	41.655	43.738	45.050	45.951
		MONTHLY	6237	6549	6876	7220	**7581**	7809	7965
		ANNUAL	74845	78587	82516	86642	90974	93703	95577
CS84	NE	HOURLY	36.343	38.160	40.068	42.071	44.175	45.500	46.410
		MONTHLY	6299	6614	6945	7292	**7657**	7887	8044
		ANNUAL	75593	79373	83341	87508	91884	94640	96533
CS85	NE	HOURLY	36.706	38.542	40.469	42.492	44.617	45.955	46.874
		MONTHLY	6362	6681	7015	7365	**7734**	7966	8125
		ANNUAL	76349	80167	84175	88384	92803	95587	97499
CS86	NE	HOURLY	37.073	38.927	40.873	42.917	45.063	46.415	47.343
		MONTHLY	6426	6747	7085	7439	**7811**	8045	8206
		ANNUAL	77113	80968	85017	89267	93731	96543	98474
CS87	NE	HOURLY	37.444	39.316	41.282	43.346	45.514	46.879	47.816
		MONTHLY	6490	6815	7156	7513	**7889**	8126	8288
		ANNUAL	77884	81778	85867	90160	94668	97508	99458

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS88	NE	HOURLY	37.819	39.709	41.695	43.780	45.969	47.348	48.295
		MONTHLY	6555	6883	7227	7588	**7968**	8207	8371
		ANNUAL	78663	82596	86725	91062	95615	98483	100453
CS89	NE	HOURLY	38.197	40.107	42.112	44.217	46.428	47.821	48.778
		MONTHLY	6621	6952	7299	7664	**8048**	8289	8455
		ANNUAL	79449	83422	87593	91972	96571	99468	101457
CS90	NE	HOURLY	38.579	40.508	42.533	44.660	46.893	48.299	49.265
		MONTHLY	6687	7021	7372	7741	**8128**	8372	8539
		ANNUAL	80244	84256	88469	92892	97537	100463	102472

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM27	E	HOURLY	30.233	31.745	33.332	34.998	36.748	37.851	38.608
		MONTHLY	5240	5502	5778	6066	**6370**	6561	6692
		ANNUAL	62885	66029	69330	72797	76437	78730	80304
MM28	E	HOURLY	30.535	32.062	33.665	35.348	37.116	38.229	38.994
		MONTHLY	5293	5557	5835	6127	**6433**	6626	6759
		ANNUAL	63513	66689	70023	73525	77201	79517	81107
MM29	E	HOURLY	30.841	32.383	34.002	35.702	37.487	38.612	39.384
		MONTHLY	5346	5613	5894	6188	**6498**	6693	6827
		ANNUAL	64148	67356	70724	74260	77973	80312	81918
MM30	E	HOURLY	31.149	32.706	34.342	36.059	37.862	38.998	39.778
		MONTHLY	5399	5669	5953	6250	**6563**	6760	6895
		ANNUAL	64790	68029	71431	75002	78753	81115	82738
MM31	E	HOURLY	31.461	33.034	34.685	36.419	38.240	39.388	40.175
		MONTHLY	5453	5726	6012	6313	**6628**	6827	6964
		ANNUAL	65438	68710	72145	75753	79540	81926	83565
MM32	E	HOURLY	31.775	33.364	35.032	36.784	38.623	39.782	40.577
		MONTHLY	5508	5783	6072	6376	**6695**	6895	7033
		ANNUAL	66092	69397	72867	76510	80336	82746	84401
MM33	E	HOURLY	32.093	33.698	35.382	37.152	39.009	40.179	40.983
		MONTHLY	5563	5841	6133	6440	**6762**	6964	7104
		ANNUAL	66753	70091	73595	77275	81139	83573	85245
MM34	E	HOURLY	32.414	34.034	35.736	37.523	39.399	40.581	41.393
		MONTHLY	5618	5899	6194	6504	**6829**	7034	7175
		ANNUAL	67421	70792	74331	78048	81950	84409	86097
MM35	E	HOURLY	32.738	34.375	36.094	37.898	39.793	40.987	41.807
		MONTHLY	5675	5958	6256	6569	**6897**	7104	7246
		ANNUAL	68095	71500	75075	78828	82770	85253	86958
MM36	E	HOURLY	33.065	34.719	36.455	38.277	40.191	41.397	42.225
		MONTHLY	5731	6018	6319	6635	**6966**	7175	7319
		ANNUAL	68776	72215	75825	79617	83597	86105	87828
MM37	E	HOURLY	33.396	35.066	36.819	38.660	40.593	41.811	42.647
		MONTHLY	5789	6078	6382	6701	**7036**	7247	7392
		ANNUAL	69464	72937	76584	80413	84433	86966	88706
MM38	E	HOURLY	33.730	35.416	37.187	39.047	40.999	42.229	43.073
		MONTHLY	5847	6139	6446	6768	**7106**	7320	7466
		ANNUAL	70158	73666	77349	81217	85278	87836	89593
MM39	E	HOURLY	34.067	35.771	37.559	39.437	41.409	42.651	43.504
		MONTHLY	5905	6200	6510	6836	**7178**	7393	7541
		ANNUAL	70860	74403	78123	82029	86131	88715	90489
MM40	E	HOURLY	34.408	36.128	37.935	39.831	41.823	43.078	43.939
		MONTHLY	5964	6262	6575	6904	**7249**	7467	7616
		ANNUAL	71568	75147	78904	82849	86992	89602	91394
MM41	E	HOURLY	34.752	36.490	38.314	40.230	42.241	43.508	44.379
		MONTHLY	6024	6325	6641	6973	**7322**	7541	7692
		ANNUAL	72284	75898	79693	83678	87862	90498	92308
MM42	E	HOURLY	35.100	36.854	38.697	40.632	42.664	43.944	44.822
		MONTHLY	6084	6388	6708	7043	**7395**	7617	7769
		ANNUAL	73007	76657	80490	84515	88740	91403	93231
MM43	E	HOURLY	35.450	37.223	39.084	41.038	43.090	44.383	45.271
		MONTHLY	6145	6452	6775	7113	**7469**	7693	7847
		ANNUAL	73737	77424	81295	85360	89628	92317	94163

*Due to rounding, salary schedules are a close approximation of actual salary.

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM44	E	HOURLY	35.805	37.595	39.475	41.449	43.521	44.827	45.723
		MONTHLY	6206	6517	6842	7184	**7544**	7770	7925
		ANNUAL	74474	78198	82108	86213	90524	93240	95105
MM45	E	HOURLY	36.163	37.971	39.870	41.863	43.956	45.275	46.181
		MONTHLY	6268	6582	6911	7256	**7619**	7848	8005
		ANNUAL	75219	78980	82929	87076	91429	94172	96056
MM46	E	HOURLY	36.525	38.351	40.268	42.282	44.396	45.728	46.642
		MONTHLY	6331	6647	6980	7329	**7695**	7926	8085
		ANNUAL	75971	79770	83758	87946	92344	95114	97016
MM47	E	HOURLY	36.890	38.734	40.671	42.705	44.840	46.185	47.109
		MONTHLY	6394	6714	7050	7402	**7772**	8005	8166
		ANNUAL	76731	80568	84596	88826	93267	96065	97986
MM48	E	HOURLY	37.259	39.122	41.078	43.132	45.288	46.647	47.580
		MONTHLY	6458	6781	7120	7476	**7850**	8085	8247
		ANNUAL	77498	81373	85442	89714	94200	97026	98966
MM49	E	HOURLY	37.631	39.513	41.489	43.563	45.741	47.113	48.056
		MONTHLY	6523	6849	7191	7551	**7928**	8166	8330
		ANNUAL	78273	82187	86296	90611	95142	97996	99956
MM50	E	HOURLY	38.008	39.908	41.904	43.999	46.199	47.585	48.536
		MONTHLY	6588	6917	7263	7626	**8008**	8248	8413
		ANNUAL	79056	83009	87159	91517	96093	98976	100955
MM51	E	HOURLY	38.388	40.307	42.323	44.439	46.661	48.060	49.022
		MONTHLY	6654	6987	7336	7703	**8088**	8330	8497
		ANNUAL	79847	83839	88031	92432	97054	99966	101965
MM52	E	HOURLY	38.772	40.710	42.746	44.883	47.127	48.541	49.512
		MONTHLY	6720	7056	7409	7780	**8169**	8414	8582
		ANNUAL	80645	84677	88911	93357	98025	100965	102985
MM53	E	HOURLY	39.159	41.117	43.173	45.332	47.599	49.026	50.007
		MONTHLY	6788	7127	7483	7858	**8250**	8498	8668
		ANNUAL	81452	85524	89800	94290	99005	101975	104015
MM54	E	HOURLY	39.551	41.529	43.605	45.785	48.074	49.517	50.507
		MONTHLY	6856	7198	7558	7936	**8333**	8583	8755
		ANNUAL	82266	86379	90698	95233	99995	102995	105055
MM55	E	HOURLY	39.947	41.944	44.041	46.243	48.555	50.012	51.012
		MONTHLY	6924	7270	7634	8015	**8416**	8669	8842
		ANNUAL	83089	87243	91605	96186	100995	104025	106105
MM56	E	HOURLY	40.346	42.363	44.481	46.706	49.041	50.512	51.522
		MONTHLY	6993	7343	7710	8096	**8500**	8755	8931
		ANNUAL	83920	88116	92521	97147	102005	105065	107166
MM57	E	HOURLY	40.749	42.787	44.926	47.173	49.531	51.017	52.037
		MONTHLY	7063	7416	7787	8177	**8585**	8843	9020
		ANNUAL	84759	88997	93447	98119	103025	106116	108238
MM58	E	HOURLY	41.157	43.215	45.376	47.644	50.027	51.527	52.558
		MONTHLY	7134	7491	7865	8258	**8671**	8931	9110
		ANNUAL	85606	89887	94381	99100	104055	107177	109320
MM59	E	HOURLY	41.568	43.647	45.829	48.121	50.527	52.043	53.083
		MONTHLY	7205	7565	7944	8341	**8758**	9021	9201
		ANNUAL	86462	90786	95325	100091	105096	108249	110414
MM60	E	HOURLY	41.984	44.083	46.288	48.602	51.032	52.563	53.614
		MONTHLY	7277	7641	8023	8424	**8846**	9111	9293
		ANNUAL	87327	91693	96278	101092	106147	109331	111518

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM61	E	HOURLY	42.404	44.524	46.750	49.088	51.542	53.089	54.150
		MONTHLY	7350	7718	8103	8509	**8934**	9202	9386
		ANNUAL	88200	92610	97241	102103	107208	110424	112633
MM62	E	HOURLY	42.828	44.969	47.218	49.579	52.058	53.620	54.692
		MONTHLY	7424	7795	8184	8594	**9023**	9294	9480
		ANNUAL	89082	93536	98213	103124	108280	111529	113759
MM63	E	HOURLY	43.256	45.419	47.690	50.075	52.578	54.156	55.239
		MONTHLY	7498	7873	8266	8680	**9114**	9387	9575
		ANNUAL	89973	94472	99195	104155	109363	112644	114897
MM64	E	HOURLY	43.689	45.873	48.167	50.575	53.104	54.697	55.791
		MONTHLY	7573	7951	8349	8766	**9205**	9481	9670
		ANNUAL	90873	95417	100187	105197	110457	113770	116046
MM65	E	HOURLY	44.126	46.332	48.649	51.081	53.635	55.244	56.349
		MONTHLY	7648	8031	8432	8854	**9297**	9576	9767
		ANNUAL	91782	96371	101189	106249	111561	114908	117206
MM66	E	HOURLY	44.567	46.795	49.135	51.592	54.172	55.797	56.913
		MONTHLY	7725	8111	8517	8943	**9390**	9671	9865
		ANNUAL	92699	97334	102201	107311	112677	116057	118378
MM67	E	HOURLY	45.013	47.263	49.627	52.108	54.713	56.355	57.482
		MONTHLY	7802	8192	8602	9032	**9484**	9768	9964
		ANNUAL	93626	98308	103223	108384	113804	117218	119562
MM68	E	HOURLY	45.463	47.736	50.123	52.629	55.260	56.918	58.057
		MONTHLY	7880	8274	8688	9122	**9578**	9866	10063
		ANNUAL	94563	99291	104255	109468	114942	118390	120758
MM69	E	HOURLY	45.917	48.213	50.624	53.155	55.813	57.487	58.637
		MONTHLY	7959	8357	8775	9214	**9674**	9964	10164
		ANNUAL	95508	100284	105298	110563	116091	119574	121965
MM70	E	HOURLY	46.377	48.695	51.130	53.687	56.371	58.062	59.223
		MONTHLY	8039	8441	8863	9306	**9771**	10064	10265
		ANNUAL	96463	101287	106351	111668	117252	120769	123185
MM71	E	HOURLY	46.840	49.182	51.642	54.224	56.935	58.643	59.816
		MONTHLY	8119	8525	8951	9399	**9869**	10165	10368
		ANNUAL	97428	102299	107414	112785	118424	121977	124417
MM72	E	HOURLY	47.309	49.674	52.158	54.766	57.504	59.229	60.414
		MONTHLY	8200	8610	9041	9493	**9967**	10266	10472
		ANNUAL	98402	103322	108489	113913	119609	123197	125661
MM73	E	HOURLY	47.782	50.171	52.680	55.314	58.079	59.822	61.018
		MONTHLY	8282	8696	9131	9588	**10067**	10369	10576
		ANNUAL	99386	104356	109573	115052	120805	124429	126917
MM74	E	HOURLY	48.260	50.673	53.206	55.867	58.660	60.420	61.628
		MONTHLY	8365	8783	9222	9684	**10168**	10473	10682
		ANNUAL	100380	105399	110669	116203	122013	125673	128187
MM75	E	HOURLY	48.742	51.179	53.738	56.425	59.247	61.024	62.244
		MONTHLY	8449	8871	9315	9780	**10269**	10577	10789
		ANNUAL	101384	106453	111776	117365	123233	126930	129469
MM76	E	HOURLY	49.230	51.691	54.276	56.990	59.839	61.634	62.867
		MONTHLY	8533	8960	9408	9878	**10372**	10683	10897
		ANNUAL	102398	107518	112894	118538	124465	128199	130763
MM77	E	HOURLY	49.722	52.208	54.819	57.559	60.437	62.251	63.496
		MONTHLY	8618	9049	9502	9977	**10476**	10790	11006
		ANNUAL	103422	108593	114023	119724	125710	129481	132071

*Due to rounding, salary schedules are a close approximation of actual salary.

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM78	E	HOURLY	50.219	52.730	55.367	58.135	61.042	62.873	64.131
		MONTHLY	8705	9140	9597	10077	**10581**	10898	11116
		ANNUAL	104456	109679	115163	120921	126967	130776	133392
MM79	E	HOURLY	50.721	53.258	55.920	58.716	61.652	63.502	64.772
		MONTHLY	8792	9231	9693	10178	**10686**	11007	11227
		ANNUAL	105501	110776	116314	122130	128237	132084	134725
MM80	E	HOURLY	51.229	53.790	56.480	59.304	62.269	64.137	65.420
		MONTHLY	8880	9324	9790	10279	**10793**	11117	11339
		ANNUAL	106556	111883	117478	123351	129519	133405	136073
MM81	E	HOURLY	51.741	54.328	57.044	59.897	62.891	64.778	66.074
		MONTHLY	8968	9417	9888	10382	**10901**	11228	11453
		ANNUAL	107621	113002	118652	124585	130814	134739	137433
MM82	E	HOURLY	52.258	54.871	57.615	60.496	63.520	65.426	66.735
		MONTHLY	9058	9511	9987	10486	**11010**	11341	11567
		ANNUAL	108697	114132	119839	125831	132122	136086	138808
MM83	E	HOURLY	52.781	55.420	58.191	61.101	64.156	66.080	67.402
		MONTHLY	9149	9606	10086	10591	**11120**	11454	11683
		ANNUAL	109784	115274	121037	127089	133444	137447	140196
MM84	E	HOURLY	53.309	55.974	58.773	61.712	64.797	66.741	68.076
		MONTHLY	9240	9702	10187	10697	**11232**	11568	11800
		ANNUAL	110882	116426	122248	128360	134778	138821	141598
MM85	E	HOURLY	53.842	56.534	59.361	62.329	65.445	67.408	68.757
		MONTHLY	9333	9799	10289	10804	**11344**	11684	11918
		ANNUAL	111991	117591	123470	129644	136126	140210	143014
MM86	E	HOURLY	54.380	57.099	59.954	62.952	66.100	68.083	69.444
		MONTHLY	9426	9897	10392	10912	**11457**	11801	12037
		ANNUAL	113111	118767	124705	130940	137487	141612	144444
MM87	E	HOURLY	54.924	57.670	60.554	63.581	66.761	68.763	70.139
		MONTHLY	9520	9996	10496	11021	**11572**	11919	12157
		ANNUAL	114242	119954	125952	132249	138862	143028	145888
MM88	E	HOURLY	55.473	58.247	61.159	64.217	67.428	69.451	70.840
		MONTHLY	9615	10096	10601	11131	**11688**	12038	12279
		ANNUAL	115385	121154	127211	133572	140251	144458	147347
MM89	E	HOURLY	56.028	58.829	61.771	64.859	68.102	70.146	71.548
		MONTHLY	9712	10197	10707	11242	**11804**	12159	12402
		ANNUAL	116538	122365	128484	134908	141653	145903	148821
MM90	E	HOURLY	56.588	59.418	62.389	65.508	68.783	70.847	72.264
		MONTHLY	9809	10299	10814	11355	**11922**	12280	12526
		ANNUAL	117704	123589	129768	136257	143070	147362	150309

*Due to rounding, salary schedules are a close approximation of actual salary.

Employee Units Included:
Redlands Professional Firefighters Association
Redlands Association of Fire Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14Years Effective July 1, 2021)	7 (Longevity 19 years)
Firefighter	F50	NE	HOURLY	25.118	26.374	27.693	29.078	30.532	31.448	33.020	34.011
(24 hour days)			MONTHLY	6095	6400	6720	7056	**7409.00**	7631	8013	8253
			ANNUAL	73145	76802	80642	84674	88908	91575	96154	99039
Fire Engineer	F55	NE	HOURLY	29.612	31.092	32.647	34.279	35.993	37.073	38.927	40.095
(24 hour days)			MONTHLY	7186	7545	7922	8318	**8734.41**	8996	9446	9730
			ANNUAL	86230	90541	95068	99822	104813	107957	113355	116756
Fire Captain	F60	NE	HOURLY	34.663	36.397	38.216	40.127	42.134	43.398	45.568	46.935
(24 hour days)			MONTHLY	8412	8832	9274	9738	**10224.43**	10531	11058	11389
			ANNUAL	100940	105987	111286	116851	122693	126374	132693	136673
Battalion Chief	F79	E	HOURLY	63.032	66.184	69.493	72.968	76.616	78.914	82.860	85.346
(40 hour week)			MONTHLY	10926	11472	12045	12648	**13280.11**	13679	14362	14793
			ANNUAL	131107	137662	144545	151773	159361	164142	172349	177520
Battalion Chief	F80	NE	HOURLY	45.023	47.274	49.638	52.120	54.726	56.367	59.186	60.961
(56 hour week)			MONTHLY	10926	11472	12045	12648	**13280.11**	13679	14362	14793
			ANNUAL	131107	137662	144545	151773	159361	164142	172349	177520
Deputy Fire Chief	F85	E	HOURLY	78.790	82.730	86.866	91.210	95.770	98.643	103.575	106.683
(40 hour week)			MONTHLY	13657	14340	15057	15810	**16600.15**	17098	17953	18492
			ANNUAL	163884	172078	180682	189716	199202	205178	215437	221900

*Due to rounding, salary schedules are close approximations of actual salary

Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	37.627	39.509	41.484	43.558	45.736	48.023	49.464
		MONTHLY	6522	6848	7191	7550	**7928**	8324	8574
		ANNUAL	78265	82178	86287	90601	95132	99888	102885
Police Corporal	P64	HOURLY	42.488	44.612	46.843	49.185	51.644	54.226	55.853
		MONTHLY	7365	7733	8119	8525	**8952**	9399	9681
		ANNUAL	88374	92793	97433	102304	107419	112790	116174
Police Sergeant	P70	HOURLY	50.664	53.197	55.857	58.650	61.583	64.662	66.602
		MONTHLY	8782	9221	9682	10166	**10674**	11208	11544
		ANNUAL	105381	110651	116183	121992	128092	134496	138531
Police Commander	P81	HOURLY	69.534	73.011	76.661	80.495	84.519	88.745	
		MONTHLY	12053	12655	13288	13952	**14650**	15383	
		ANNUAL	144631	151863	159456	167429	175800	184590	
Deputy Chief	P85	HOURLY	78.780	82.719	86.855	91.198	95.758	100.546	
		MONTHLY	13655	14338	15055	15808	**16598**	17428	
		ANNUAL	163863	172056	180659	189691	199176	209135	

*Due to rounding, salary schedules are close approximations of actual salary

Effective July 2023

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
M65		HOURLY	39.145	41.103	43.158	45.316	47.581	49.009
		MONTHLY	6785	7124	7481	7855	**8247.43**	8495
		ANNUAL	81422	85493	89768	94256	98969	101938
M66		HOURLY	40.124	42.130	44.237	46.448	48.771	50.234
		MONTHLY	6955	7303	7668	8051	**8454**	8707
		ANNUAL	83458	87631	92012	96613	101443	104487
M67		HOURLY	41.127	43.183	45.343	47.610	49.990	51.490
		MONTHLY	7129	7485	7859	8252	**8665**	8925
		ANNUAL	85544	89821	94312	99028	103979	107099
M68		HOURLY	42.155	44.263	46.476	48.800	51.240	52.777
		MONTHLY	7307	7672	8056	8459	**8882**	9148
		ANNUAL	87683	92067	96670	101504	106579	109776
M69		HOURLY	43.209	45.370	47.638	50.020	52.521	54.097
		MONTHLY	7490	7864	8257	8670	**9104**	9377
		ANNUAL	89875	94369	99087	104041	109243	112521
M70		HOURLY	44.289	46.504	48.829	51.270	53.834	55.449
		MONTHLY	7677	8061	8464	8887	**9331**	9611
		ANNUAL	92122	96728	101564	106642	111975	115334
M71		HOURLY	45.397	47.666	50.050	52.552	55.180	56.835
		MONTHLY	7869	8262	8675	9109	**9564**	9851
		ANNUAL	94425	99146	104103	109308	114774	118217
M72		HOURLY	46.531	48.858	51.301	53.866	56.559	58.256
		MONTHLY	8065	8469	8892	9337	**9804**	10098
		ANNUAL	96785	101625	106706	112041	117643	121173
M73		HOURLY	47.695	50.079	52.583	55.213	57.973	59.712
		MONTHLY	8267	8680	9114	9570	**10049**	10350
		ANNUAL	99205	104165	109374	114842	120584	124202
M74		HOURLY	48.887	51.331	53.898	56.593	59.423	61.205
		MONTHLY	8474	8897	9342	9809	**10300**	10609
		ANNUAL	101685	106769	112108	117713	123599	127307
M75		HOURLY	50.109	52.615	55.245	58.008	60.908	62.735
		MONTHLY	8686	9120	9576	10055	**10557**	10874
		ANNUAL	104227	109439	114911	120656	126689	130490
M76		HOURLY	51.362	53.930	56.627	59.458	62.431	64.304
		MONTHLY	8903	9348	9815	10306	**10821**	11146
		ANNUAL	106833	112175	117783	123672	129856	133752

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
M77		HOURLY	52.646	55.278	58.042	60.944	63.992	65.911
		MONTHLY	9125	9582	10061	10564	**11092**	11425
		ANNUAL	109504	114979	120728	126764	133103	137096
M78		HOURLY	53.962	56.660	59.493	62.468	65.591	67.559
		MONTHLY	9353	9821	10312	10828	**11369**	11710
		ANNUAL	112241	117853	123746	129933	136430	140523
M79		HOURLY	55.311	58.077	60.981	64.030	67.231	69.248
		MONTHLY	9587	10067	10570	11098	**11653**	12003
		ANNUAL	115047	120800	126840	133182	139841	144036
M80		HOURLY	56.694	59.529	62.505	65.630	68.912	70.979
		MONTHLY	9827	10318	10834	11376	**11945**	12303
		ANNUAL	117924	123820	130011	136511	143337	147637
M81		HOURLY	58.111	61.017	64.068	67.271	70.635	72.754
		MONTHLY	10073	10576	11105	11660	**12243**	12611
		ANNUAL	120872	126915	133261	139924	146920	151328
M82		HOURLY	59.564	62.542	65.669	68.953	72.401	74.573
		MONTHLY	10324	10841	11383	11952	**12549**	12926
		ANNUAL	123893	130088	136593	143422	150593	155111
M83		HOURLY	61.053	64.106	67.311	70.677	74.211	76.437
		MONTHLY	10583	11112	11667	12251	**12863**	13249
		ANNUAL	126991	133340	140007	147008	154358	158989
M84		HOURLY	62.580	65.709	68.994	72.444	76.066	78.348
		MONTHLY	10847	11389	11959	12557	**13185**	13580
		ANNUAL	130166	136674	143508	150683	158217	162964
M85		HOURLY	64.144	67.351	70.719	74.255	77.968	80.307
		MONTHLY	11118	11674	12258	12871	**13514**	13920
		ANNUAL	133420	140091	147095	154450	162172	167038
M86		HOURLY	65.748	69.035	72.487	76.111	79.917	82.314
		MONTHLY	11396	11966	12564	13193	**13852**	14268
		ANNUAL	136755	143593	150773	158311	166227	171214
M87		HOURLY	67.391	70.761	74.299	78.014	81.915	84.372
		MONTHLY	11681	12265	12878	13522	**14199**	14624
		ANNUAL	140174	147183	154542	162269	170382	175494
M88		HOURLY	69.076	72.530	76.156	79.964	83.963	86.481
		MONTHLY	11973	12572	13200	13860	**14554**	14990
		ANNUAL	143678	150862	158405	166326	174642	179881

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
M89		HOURLY	70.803	74.343	78.060	81.963	86.062	88.643
		MONTHLY	12273	12886	13530	14207	**14917**	15365
		ANNUAL	147270	154634	162366	170484	179008	184378
M90		HOURLY	72.573	76.202	80.012	84.012	88.213	90.860
		MONTHLY	12579	13208	13869	14562	**15290**	15749
		ANNUAL	150952	158500	166425	174746	183483	188988
M91		HOURLY	74.387	78.107	82.012	86.113	90.418	93.131
		MONTHLY	12894	13539	14215	14926	**15673**	16143
		ANNUAL	154726	162462	170585	179115	188070	193712
M92		HOURLY	76.247	80.060	84.063	88.266	92.679	95.459
		MONTHLY	13216	13877	14571	15299	**16064**	16546
		ANNUAL	158594	166524	174850	183593	192772	198555
M93		HOURLY	78.153	82.061	86.164	90.472	94.996	97.846
		MONTHLY	13547	14224	14935	15682	**16466**	16960
		ANNUAL	162559	170687	179221	188182	197591	203519
M94		HOURLY	80.107	84.113	88.318	92.734	97.371	100.292
		MONTHLY	13885	14580	15308	16074	**16878**	17384
		ANNUAL	166623	174954	183702	192887	202531	208607
M95		HOURLY	82.110	86.215	90.526	95.052	99.805	102.799
		MONTHLY	14232	14944	15691	16476	**17300**	17819
		ANNUAL	170789	179328	188294	197709	207595	213822
M96		HOURLY	84.163	88.371	92.789	97.429	102.300	105.369
		MONTHLY	14588	15318	16083	16888	**17732**	18264
		ANNUAL	175058	183811	193002	202652	212784	219168
M97		HOURLY	86.267	90.580	95.109	99.864	104.858	108.003
		MONTHLY	14953	15701	16486	17310	**18175**	18721
		ANNUAL	179435	188406	197827	207718	218104	224647
M98		HOURLY	88.423	92.845	97.487	102.361	107.479	110.703
		MONTHLY	15327	16093	16898	17743	**18630**	19189
		ANNUAL	183921	193117	202772	212911	223557	230263
M99		HOURLY	90.634	95.166	99.924	104.920	110.166	113.471
		MONTHLY	15710	16495	17320	18186	**19095**	19668
		ANNUAL	188519	197944	207842	218234	229145	236020
M100		HOURLY	92.900	97.545	102.422	107.543	112.920	116.308
		MONTHLY	16103	16908	17753	18641	**19573**	20160
		ANNUAL	193232	202893	213038	223690	234874	241920

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	15,614	18,980
04 - Director, Management Services	15,614	18,980
04 - Director, Facilities and Community Services	15,614	18,980
04 - Director, Human Resources/Risk Management	15,614	18,980
05 - Director, Municipal Utilities and Engineering	16,405	19,941
05 - Assistant City Manager	16,405	19,941
06 - Fire Chief	17,300	23,000
07 - Police Chief	19,800	27,500

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	11,091	15,815
C2 - City Attorney	19,449	24,131
C3 - City Manager	23,750	29,166

City Council/Successor Agency Meeting **L. 3.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the First Amendment to the Non-Professional Services Agreement with Synagro-WWT, Inc., for wastewater bio-solids hauling and disposal, to increase the total not to exceed amount to $1,190,000; and determine that approval of the Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the First Amendment to the Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater bio-solids hauling and disposal is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move City Council approve the First Amendment to the Non-Professional Services Agreement with Synagro-WWT, Inc., for wastewater bio-solids hauling and disposal, to increase the total not to exceed amount to $1,190,000.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater bio-solids hauling and disposal, to increase the total not to exceed amount to $1,190,000, and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

On September 06, 2022, City Council approved an agreement with Synagro-WWT, Inc. (Synagro) for wastewater bio-solids hauling and disposal. The agreement included an initial one (1)-year term with a not-to-exceed amount of $350,000 and the option to extend for two (2) additional years at the same rate, for a total not-to-exceed amount of $1,050,000.

The initial one (1)-year term was successfully completed within the approved budget and the Agreement was extended for one (1) year on August 29, 2023. The Wastewater Treatment Plant (WWTP) is experiencing a sustained increase in biosolids tonnage generation. Additionally, fuel and transportation costs have directly impacted Synagro's operating costs. A rate adjustment of 3.40 percent, from $72.58 to $75.05 per wet ton has been proposed to continue providing this service. If this amendment is approved, the not-to-exceed amount for each Extended Term will be $420,000 and the total potential Agreement value will be increased to $1,190,000. No additional agreement revisions are proposed.

Approval of the First Amendment 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 this action has no possibility to cause a significant effect on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Funding for this service is included in the FY 23/24 Wastewater Service Fund, and will be included in future fiscal year budgets.

Attachments

A. First Amendment to Synagro-WWT, Inc.

B. Executed Agreement Synagro-WWT, Inc. (Reference)

C. Extension Letter Synagro-WWT, Inc. (Signed)

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for wastewater bio-solids hauling and disposal services ("Agreement"), dated 6th day of September, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Synagro-WWT, Inc., a Maryland corporation ("Consultant"), is made and entered into this 7th day of November, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to update the scope of services and payments to contractor of the Agreement.

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

AGREEMENT

Section 1. Section 5.1 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Fifty Thousand Dollars ($350,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Four Hundred Twenty Thousand Dollars ($420,000) for the first Extended Term; and Four Hundred Twenty Thousand Dollars ($420,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Million One Hundred Ninety Thousand Dollars ($1,190,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid" which is attached hereto and incorporated herein by reference.

Section 2. Exhibit "A" entitled "Scope of Services" and as described in Article 1.1 and made part of the First Amendment is hereby replaced with a new Exhibit "A", which is attached and incorporated herein and into the Agreement by this reference.

Section 3. Exhibit "C" entitled "Price and Fee Bid" and as described in Article 5.1 and made part of the First Amendment is hereby replaced with a new Exhibit "C", which is attached and incorporated herein and into the Agreement by this reference.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of November 7, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

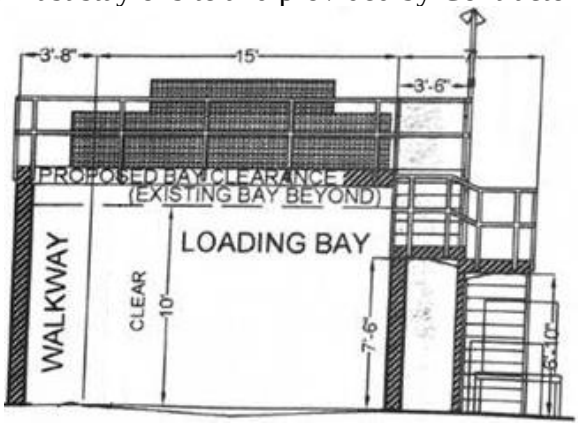
Synagro-WWT, Inc.

By: _____
Roosevelt Davis, Director of Contract Ops.

EXHIBIT "A"

SCOPE OF SERVICES

- Schedule: The contractor must supply a tractor (goat/mule) and trailer every day of the week. City staff will coordinate with contractor as to real time needs, if needed. Hauling of bio-solids is only to be scheduled Sunday-Saturday 06:00AM-12:00PM. Note* this includes all holidays. If Contractor faces any challenges meeting the schedule, the Contractor must notify the Wastewater Treatment Plant one (1) hour in advance.
- Address: 1950 Nevada St. Redlands, CA 92374
- Removal of municipal wastewater bio-solids from a Class I Sludge Management Facility which have been physically treated by methods that include de-gritting, thickening, anaerobic digestion, and dewatering by way of centrifuge. The estimated annual amount of bio-solids to be removed from site is 5,600 dry metric tons with an average percent solid of 25% or less at the time of hauling.
- Contractor must provide the tractor (goat/mule)/trailer that fits under a loading bay platform structure measuring 112 inches high and 224 inches wide. This is accomplished by the contractor delivering one empty trailer and taking the full trailer. Tractor (goat/mule) must stay onsite and provided by Contractor.



- Contractor shall provide adequate personnel who are appropriately licensed, certified, and trained to perform the work outlined in the Scope of Services.
- Transportation of bio-solids shall follow all applicable regulations for waste hauling and equipment used shall be appropriately licensed and permitted.
- A chronologically numbered load ticket shall be provided to City staff for each load of bio-solids removed from the site at the time of removal and shall be documented accordingly upon submittal of invoice.
- Each load hauled off-site shall be weighted by a weigh station that maintains the appropriate certifications for weights and measures and provides the contractor with a valid weight ticket. The weight ticket shall be documented accordingly upon submittal of invoice.
- Pricing shall include all charges associated with the Scope of Service including, but not limited to, personnel, tipping fees, weights and measures, equipment, and costs associated with equipment including insurance, fuel, mileage, and supplies.

- While on City property all work shall be performed in a safe manner, using the appropriate personal protective equipment and in accordance with the City's safety practices, OSHA, and job specific contractor requirements.
- Disposal and further treatment of bio-solids shall be managed in a manner consistent with all applicable rules and regulations for bio-solids management including Environmental Protection Agency 40 CFR 503.
- Contractor shall provide an annual notification by January 15th of each year summarizing quality of bio-solids removed, disposal and treatment methods, and analysis performed.
- Contractor shall notify the City within 30 days of discovery of any violation of related bio-solids regulations and 90 days in advance of any changes to disposal location and/or disposal and treatment methods.
- Contractor shall properly mitigate any spills involving the City's municipal bio-solids that occur prior to destination. Contractor shall provide the City written notification within 30 days of the event and submit any manifest or bill of lading related to the spill within 90 days of the event.

EXHIBIT "C"

Price and Fee Bid

Item	Description	Price Per Ton, Per Load
1.	Price shall include, but not limited to, hauling, disposal, permits, fees, fuel surcharges, and any other fees associated with the removal and hauling of sludge from the City of Redlands Wastewater Treatment Facility	$ 75.05
	TOTAL SUM BID (Items 1)	**$ 75.05**

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

This agreement for the provision of municipal wastewater bio-solids hauling and disposal ("Agreement") is made and entered in this 6th day of September, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Synagro-WWT, Inc. ("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 municipal wastewater bio-solids hauling and disposal services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates John R. Harris, Municipal Utilities & Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The 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.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Fifty Thousand Dollars ($350,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Three Hundred Fifty Thousand Dollars ($350,000) for the first Extended Term; and Three Hundred Fifty Thousand Dollars ($350,000) for the second Extended Term, bringing the total possible

amount of compensation to a not-to-exceed amount of One Million Fifty Thousand Dollars ($1,050,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Floyd Backes, Chief Operating Officer Synagro-WWT, Inc. 435 Williams Court, Suite 100 Baltimore, MD, 21220 fbackes@synagro.com (443) 489-9000

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

incorporated herein by this reference, prior to performance of the Services.

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the

same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

SYNAGRO-WWT, INC.

By: _____
Roosevelt Davis, Director of Contract Operations

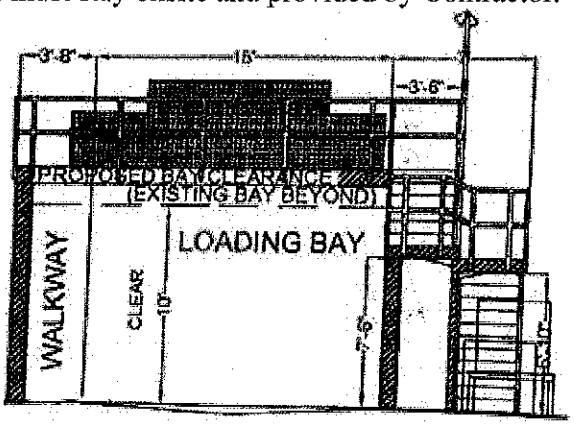
ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

- Schedule: The contractor must supply a tractor (goat/mule) and trailer every day of the week. City staff will coordinate with contractor as to real time needs, if needed. Hauling of bio-solids is only to be scheduled Sunday-Saturday 06:00AM-12:00PM. Note* this includes all holidays. If Contractor faces any challenges meeting the schedule, the Contractor must notify the Wastewater Treatment Plant one (1) hour in advance.
- Address: 1950 Nevada St. Redlands, Ca 92374
- Removal of municipal wastewater bio-solids from a Class I Sludge Management Facility which have been physically treated by methods that include de-gritting, thickening, anaerobic digestion, and dewatering by way of centrifuge. The estimated annual amount of bio-solids to be removed from site is 900 dry metric tons with an average percent solid of 25% or less at the time of hauling.
- Contractor must provide the tractor (goat/mule)/trailer that fits under a loading bay platform structure measuring 112 inches high and 224 inches wide. This is accomplished by the contractor delivering one empty trailer and taking the full trailer. Tractor (goat/mule) must stay onsite and provided by Contractor.



- Contractor shall provide adequate personnel who are appropriately licensed, certified, and trained to perform the work outlined in the Scope of Services.
- Transportation of bio-solids shall follow all applicable regulations for waste hauling and equipment used shall be appropriately licensed and permitted.

- A chronologically numbered load ticket shall be provided to City staff for each load of bio-solids removed from the site at the time of removal and shall be documented accordingly upon submittal of invoice.
- Each load hauled off-site shall be weighted by a weigh station that maintains the appropriate certifications for weights and measures and provides the contractor with a valid weight ticket. The weight ticket shall be documented accordingly upon submittal of invoice.
- Pricing shall include all charges associated with the Scope of Service including, but not limited to, personnel, tipping fees, weights and measures, equipment, and costs associated with equipment including insurance, fuel, mileage, and supplies.
- While on City property all work shall be performed in a safe manner, using the appropriate

personal protective equipment and in accordance with the City's safety practices, OSHA, and job specific contractor requirements.

- Disposal and further treatment of bio-solids shall be managed in a manner consistent with all applicable rules and regulations for bio-solids management including Environmental Protection Agency 40 CFR 503.
- Contractor shall provide an annual notification by January 15th of each year summarizing quality of bio-solids removed, disposal and treatment methods, and analysis performed.
- Contractor shall notify the City within 30 days of discovery of any violation of related bio-solids regulations and 90 days in advance of any changes to disposal location and/or disposal and treatment methods.
- Contractor shall properly mitigate any spills involving the City's municipal bio-solids that occur prior to destination. Contractor shall provide the City written notification within 30 days of the event and submit any manifest or bill of lading related to the spill within 90 days of the event.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Synagro- WWT, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Municipal Wastewater Bio-Solids Hauling & Disposal (the "Work"), which said agreement, dated September 06, 2022, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Three Hundred Fifty Thousand Dollars ($ 350,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on September 6th, 2022.

(SEAL)

(Synagro-WWT, Inc.)

(Signature)

(SEAL)

RLI INSURANCE COMPANY

(Surety)

BY: Francesca Kazmierczak

(Signature) Francesca Kazmierczak, Attorney-In-Fact

Address:

9025 North Lindbergh Drive, Peoria IL 61615

(Seal and Notarial Acknowledgment of Surety)

Telephone( ) (309) 692-1000

EXHIBIT "C"

Price and Fee Bid

Item	Description	Price Per Ton, Per Load
1.	Price shall include but not limited to, hauling, disposing, permits, fees, fuel surcharges, and any other fee associated with the removal and hauling of sludge from the City of Redlands Wastewater Treatment Facility	$ 72.58
	TOTAL SUM BID (Items 1)	**$ 72.58**

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Debra A. Deming, Cynthia Farrell, Sandra Diaz, Valorie Spates, Susan A. Welsh, Jennifer L. Jakaitis, Peter Healy, Aklima Noorhassan, Frances Rodriguez, Francesca Kazmierczak, Anne L. Potter, Kemal Brkanovic, Beverly A. Woolford, jointly or severally

in the City of New York, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of July, 2021.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 13th day of July, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of September, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick — Corporate Secretary

3133266020212

A0058D19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Maryland

County of Baltimore.

On this 22nd day of August. in the year 2022 before me, Notary Public, personally appeared Roosevelt Davis. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Constance A. Reynolds
Notary Public
Anne Arundel County, Maryland
My Commission Expires
September 28, 2023

WITNESS my hand and official seal.

Signature Constance A. Reynolds.
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of New York

County of New York

On this 6th day of September in the year 2022 before me Sandra Diaz, Notary Public, personally appeared Francesca Kazmierczak, who provide to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instruments the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SANDRA DIAZ
Notary Public - State of New York
NO. 01DI6281042
Qualified in New York County
My Commission Expires May 13, 2025

Signature of Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	Steadfast Insurance Company	26387
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Synagro Technologies, Inc.
435 Williams Court #100
Baltimore MD 21220 USA

COVERAGES **CERTIFICATE NUMBER:** 570094959202 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y		GPL013465308	08/01/2022	08/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Prof Liab - Claim Made						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$6,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,000,000
							Professional Liability	$2,000,000
A	AUTOMOBILE LIABILITY	Y		BAP 9243960 10	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC924396111 (AOS)	08/01/2022	08/01/2023	X PER STATUTE / OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		WC924396211 (MA, WI)	08/01/2022	08/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Affiliated Entity: Synagro-WWT, Inc
Project: Wastewater Bio-Solids Hauling and Disposal

City of Redlands is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Redlands
Attn: City Clerk
35 Cajon Street
P.O. Box 3005
Redlands CA 92373 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570094959202

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City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

August 25, 2023

Synagro - WWT, Inc.
435 Williams Court
Suite 100
Baltimore, MD 21220

RE: Notice to Extend Annual Purchase Order Term
Hauling of Bio-Solid Waste Sludge Services

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22300763, pursuant to the Contract Term on page 2 of the executed Agreement effective September 6, 2022.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to arosario@cityofredlands.org . The due date is therefore September 8, 2023.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be September 6, 2023 to June 30, 2024. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7527 ext. 3.

Thank you,

Ashley Rosario
Senior Administrative Assistant
arosario@cityofredlands.org

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

John R. Harris
MUED Director

August 25, 2023

Synagro - WWT, Inc.
435 Williams Court
Suite 100
Baltimore, MD 21220

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Hauling of Bio-Solid Waste Sludge Services

This is year 2 of 3 bid extension per page 2 of the executed Agreement. Receipt of the above Notice of Acknowledgement is hereby accepted by ROBERT FORD

this, 29 day of August, 2023.

By: _____
(Signature)

ROBERT FORD
(Print Name)

BUSINESS DEVELOPMENT MGR.
(Title)

City Council/Successor Agency Meeting **L. 4.**

DATE: 11/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with TKE Engineering, Inc. for an amount not-to-exceed $358,380 to prepare construction plans, specifications, and cost estimates for the Water Pipeline and Highline Replacement Project, and determination that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of a Professional Services Agreement with TKE Engineering, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve a Professional Services Agreement with TKE Engineering, Inc. for an amount not-to-exceed $358,380 to prepare construction plans, specifications, and cost estimates for the Water Pipeline and Highline Replacement Project.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Professional Services Agreement with TKE Engineering, Inc. to prepare construction plans, specifications, and cost estimates for the Water Pipeline and Highline Replacement Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends approval of a Professional Services Agreement with TKE Engineering, Inc. for an amount not-to-exceed $358,380 for the engineering phase of the Water Pipeline and Highline Replacement

Project.

DISCUSSION:

Each year, a portion of revenues generated through water utility rates is used to replace aging water pipelines throughout the City. The 2023 Water Fund Capital Improvement Program (CIP) includes the Water Pipeline and Highline Replacement Project (Project), which will replace aged pipelines that are beyond their anticipated service life. Additionally, several pipelines will be enlarged to improve water system pressure and flow. These pipelines were identified for replacement based on installation date, maintenance history, and pipe material type. Although annual pipeline replacement projects are typically engineered in-house, the size and scope of this project require support from a consulting engineering firm.

MUED staff prepared and issued a Request for Proposals (RFP) in August 2023. On September 28, 2023, proposals were received from the following five (5) firms:

Name of Consultant
Albert A. Webb Associates, Riverside, CA
Carollo Engineers, Inc., Riverside, CA
Mulholland Consulting, Inc., Newport Beach, CA
TAIT & Associates, Inc., Santa Ana, CA
TKE Engineering, Inc., Riverside, CA

Engineering services identified in the RFP include field surveying, utility research, preliminary and final engineering, and preparation of construction plans, technical specifications, and cost estimates. A selection committee evaluated and rated each of the proposals and determined that TKE Engineering, Inc. (TKE) is the most qualified consultant to complete this Project. TKE has successfully completed several projects of similar scope and size for other municipalities, regional water agencies, and special districts throughout southern California. In accordance with Redlands Municipal Code Chapter 2.16.180, MUED staff and TKE negotiated a consultant fee of $358,380, which is reasonable and responsible for the Project scope of work. Staff recommends City Council approval of a Professional Services Agreement with TKE Engineering, Inc. for an amount not-to-exceed $350,380.

Approval of the Professional Services Agreement with TKE 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 will have no possibility for causing a significant effect on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	501910

Discussion:

There is no fiscal impact associated with this action. The FY 23/24 MUED Water Projects budget includes sufficient funding for this project.

Attachments

TKE Engineering, Inc. Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Design Engineering Services for the 2023 CIP Water Pipeline & Highline Replacement Project ("Agreement") is made and entered in this 7th day of November, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and TKE Engineering, 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 Design Engineering Services for the 2023 CIP Water Pipeline & Highline Replacement Project 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 John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by July 31, 2024, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for the Consultant's performance of the Services shall be in the amount not to exceed three hundred fifty-eight thousand three hundred eighty dollars ($358,380). City shall pay Consultant in accordance with Exhibit "C," titled "Cost Proposal" which is attached hereto and incorporated herein by this reference.

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

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

CITY:	CONSULTANT:
City Clerk	Terry Renner, Sr. Vice President
City of Redlands	TKE Engineering, Inc.
35 Cajon Street	2305 Chicago Avenue
P.O. Box 3005 (mailing)	Riverside, CA 92507
Redlands, CA 92373	Email: trenner@tkeengineering.com
jdonaldson@cityofredlands.org	Phone: (951) 680-0440
Phone: (909) 798-7531	Fax: (951) 680-0490

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS	TKE ENGINEERING, INC.
By: _____	By: _____
Eddie Tejeda, Mayor	Terry Renner, Sr. Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The project scope includes the design of new water mains ranging from 8-inch to 24-inch ductile iron pipe (DIP). The purpose of the project is to eliminate undersized and aging infrastructure. The design will include the reconnection of all water service laterals to the new main. The proposed project includes approximately 25,000 linear feet 8-inch thru 16-inch of existing pipeline and 10,000 linear feet 24-inch of existing pipeline that need to be replaced as shown in the attached map. During design, the segments shown on the map could be updated based on the existing conditions. Some segments could be added, or some segments could be deleted. Also, City's well sites require replacement/addition of the pipeline which will be provided during preliminary design phase. However, total linear feet will not exceed.

The following is a preliminary scope of work for the Project. The Consultant is required to develop a detailed scope of work. The scope of work includes full scope of work that Consultant will take full responsibility in designing the project to solicit construction bids.

1. Utilities Research and Data Collection: Research and identify all existing utilities in the project areas. Coordinate with all affected utility agencies in the area and appropriately show all utilities on the plans. Locate, identify, and show City facilities and appurtenances on the drawings, including water mains, valves, hydrants, meters, service laterals, vaults, manholes, etc.
2. Base Map Preparation: Using the City provided street improvement plans, GIS shape files, and available utility drawings; Consultant will prepare a detailed base map for the Project which include topo survey. Topographic survey requires for the 24-inch water pipeline alignment only. The existing right-of-way lines, street centerlines, lot lines and easements, if any, will be shown on the base map along with the utilities. An accurate and thorough base map will serve to illuminate all the potential design issues as well as help to avoid potentially costly conflicts during construction. Consultant will ensure that all the utility information has been incorporated and that the street and survey data correctly overlaid.
3. Site Visit: After preparing the base map, Consultant will perform site walk of the proposed alignment of the water mains to verify the base map and gather additional information unavailable in the record documents.
4. CEQA Regulatory Compliance: Consultant shall review all regulatory requirements under CEQA, and shall prepare and complete all required documentation.
5. Preliminary Design (60% Design): Upon completion of the base map and site inspection, Consultant will proceed with the preliminary design. Consultant will layout the horizontal alignment of the proposed pipelines on the base map, plan view only, no profile for any pipeline 16-inch or under. Any pipeline over 16-inch, consultant will layout the horizontal and vertical alignment of the proposed pipelines on the base map, plan and profile view. Any appropriate recommendations to the City for potholing, if required, to be made and discussed with the City. The 60% design submittal will show the plan only of the proposed water mains. The plans will be on 24" x 36" sheets and the set will include a title sheet, details sheets and plan sheets. Consultant will have a 60% design review meeting with the City to discuss comments before proceeding to the next design stage.
6. Detailed Design (90% Design): After the 60% design review, Consultant will proceed to 90% design. This submittal will contain the construction notes and details specific to this project. The complete

bid documents will also be included in the 90% design submittal. Consultant will have a 90% design review meeting with the City to discuss comments before proceeding to the final design stage.

7. Final PS&E (100% Design): Upon approval by the City of the 90% design, Consultant will proceed to the 100% design stage. This submittal will incorporate City comments and finalize the plans and specifications. Consultant will prepare the engineer's estimate of probable construction cost at this stage. Consultant will finalize the plans, bid documents, specifications and engineer's estimate by incorporating all review comments and submit thoroughly cross-referenced, quality checked and peer reviewed final reproducible construction documents, signed and stamped.

   The final plan set to include:
   a. Title Sheet
   b. General Notes, Abbreviations, Vicinity Map, Sheet Index, etc.
   c. Details
   d. Plan and Profile Sheets

8. Services during Bidding and Construction:
   a. Pre-bid meeting preparation and attendance.
   b. Assist in answering bidders' questions.

TASK NO. 1 INITIAL 'KICK-OFF' MEETING

Prior to commencement of services, TKE proposes to meet the City staff to review project obligations and to discuss all project requirements in detail. In addition, TKE will discuss the project's scope of services and design schedules. TKE also utilizes this meeting to acquire the City's existing utility plans. Street improvement plan and GIS files. Upon completion of the meeting, TKE will document the meeting with notes and will refine the project schedule.

Deliverables: Meeting Notes and Updated Project Schedule

TASK NO. 2 RECORDS RESEARCH

Using files provided by the City, TKE will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines, easements, rights-of-way, and property limits and determine locations of all existing utilities and improvements.

The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, monument ties, benchmark data, corner records, street improvement plans, and utility drawings. TKE will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the City, and drawings and/or atlas maps from all private utility companies, and/or agencies. TKE will send letters to utility companies and agencies requesting their data. TKE will maintain copies of the letters for future reference.

Deliverables: Utility Correspondence

Task No. 3 Topographic Survey

TKE proposes to use conventional survey to prepare the base construction drawings. Field survey crew will locate existing street centerline monuments utilizing survey control data. The crew will measure the horizontal angle, horizontal distance, and vertical elevation difference between each survey monument. TKE will complete a traverse for each survey to ensure closure. Elevations will be tied to existing City benchmarks based on the NGVD 88 Datum. In addition, we will measure sewer and storm drain inverts. Field survey crews will collect appropriate detail as required to prepare a topographic map for the entire reach. The topographic map shall extend 100-feet beyond end of centerline. In addition, TKE will collect 50-foot cross sections with shots extending to 10-feet beyond right-of-way. Survey data will include trees over 2-inches in diameter, walkways, sidewalks, driveways, curbs, gutters, cross gutters, slopes, fire hydrants, water valves, water meters, signs, street lights, landscape, fences, walls, structures, and all other visible features.

Deliverables: Ground Topography, Utilities and Data in ASCII Format with Description Codes.

Task No. 4 Base Construction Drawings

TKE will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2015 software at a drawing scale of 1"=40' consistent with the City's drawing standards. We have reviewed the City Standards and will complete the drawings in accordance with the level of detail required.

The base construction drawings will include a plan view based on existing improvement plans, GIS Data and aerial data. TKE will add the sheet north arrow, graphic scale, existing improvements, and utilities (based on both assembled records and field data), property lines, public and private right-of-way, street centerline, street names, and survey data to the plan view portion of the drawings.

Deliverables: Base Construction Drawings in Plan View, Right-of-Way Acquisition Assessment and Construction Conflict Assessment

Task No. 5 Environmental Compliance

Based on the information provided, the City of Redlands is planning to construct capital improvements, including replacing up to 35,000 LF of pipeline of various sizes and lengths throughout the City. Additionally, the City's well sites would require replacement and/or addition of pipeline as part of the overall project.

Based on a review of the RFP, TDA expects a Class 3: New Construction or Conversion of Small Structures (d) water main sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction (State CEQA Guidelines Section 15303) and Class 2: Replacement or Reconstruction (c) replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (State CEQA

Guidelines Section 15302) Categorical Exemption (CE) as the appropriate CEQA environmental determination for this Capital Improvement pipeline project. It is TDA's observation that the limited area of disturbance to support this project within existing road ROW qualifies with the requirements of these exemption classes.

As requested by the City, TDA will prepare an Initial Study with Mitigated Negative Declaration (IS/MND). The IS/MND will include technical studies for Air/Quality/Greenhouse Gas (GHG), Climate Change, Biological Study, and Noise Study. Tribal Cultural Resources is expected to be addressed by the City through the AB-52 process. TDA will process the Initial Study to a final package for consideration by City Staff, including the Mitigation Monitoring and Reporting Program for review and approval. TDA will file the NOD with the County of San Bernardino and the filing fee will be a part of our scope. TDA will compile an NOD and will personally manage the work effort outlined above and will be the primary author of this document.

Deliverables: Required CEQA Documentation: Initial Study Preparation, Mitigation Monitoring and Reporting Program, and File a NOD

Task No. 6 Field Reconnaissance

TKE will conduct a field reconnaissance of the project area to collect appropriate detail as required to prepare mapping for the entire project. TKE will review information extending 10-feet beyond full width right-of-way on each side. Data will include trees over 2-inches in diameter, buildings, walkways, sidewalks, driveways, curbs, gutters, cross gutters, fire hydrants, water valves, manholes, water meters, signs, streetlights, power poles, fences, structure, traffic signal poles and all other visible features.

Deliverables: Field Notes, Photographs, and updated base construction drawings.

Task No. 7 60% Design

60% design will consist of completed base construction drawings, precise alignment identification, pipe class thickness and restraints, proposed connection design, critical interference identification, system abandonment requirements (if any), construction phasing requirements and construction cost estimates.

The drawings will include a title sheet, plan, and construction detail sheet. The title sheet will include the title of the job, a vicinity map, location map, general notes, construction notes with quantities estimates, sheet index, legend, benchmark data, basis of bearings, utility contact references, job number, and the City's and fire approval blocks.

The plan view will show digital topographic data, existing improvements and utilities, survey control, proposed pipeline, pipeline appurtenances (connections, air valves, main line valves, and blow offs), construction notes with quantity estimates, and potential interferences at a drawing scale of 1"=40'.

The construction details will include connections, appurtenance details, special bedding requirements, and abandonment details, all at appropriate drawing scales.

The specifications shall be prepared in Microsoft Word format in accordance with the City standards and will include all referenced standard plans referenced on the drawings. Bid sheets will be prepared using the bid items identified in the cost estimate.

The preliminary construction cost estimates will be prepared using an Excel spreadsheet. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

Deliverables: Construction Drawings, Construction Specifications, and Estimated Cost Update

Task No. 8 60% Design Review Meeting

After 60% design is complete, TKE will forward 4 copies of the drawings with pdf electronic copies to the City for review. After the City staff has completed their review, TKE will meet with staff to acquire comments. TKE anticipates that a final alignment for the pipeline will be determined at the meeting. In addition, TKE will discuss potential right-of-way issues including temporary construction right-of-way, critical utility interferences and verification desires. TKE will also discuss the project schedule.

Deliverables: Meeting Notes and Updated Project Schedule

Task No. 9 Permitting

TKE has vast experience coordinating with and obtaining permits from numerous agencies and will include permit acquisition from regional agencies such as State Water Resource Control Board, California Department of Public Health, Department of Drinking Water, Southern California Edison, Caltrans, San Bernardino County Flood Control District, Southern California Gas Company and the City of Loma Linda. TKE has developed a working partnership and extensive knowledge of each agencies requirements and is currently working with a number of these agencies on other projects and has developed an effective working partnership that will result in expedited permit issuance.

Task No. 10 90% Design

TKE will incorporate the City's 60% comments and provide the City revised drawings and estimates. After 90% design is complete, TKE will forward 5 copies of the drawings, specifications, and estimates together with a pdf electronic copy to the City for review and comment. TKE will meet with staff after their reviews are completed to obtain comments.

Deliverables: Construction Drawings, Construction Specifications, and Estimated Cost Update

Task No. 11 90% Design Review Meeting

After the 90% design documents are complete, TKE will forward the documents together with the updated construction cost estimates to the City staff for review and comment. TKE will meet with staff after their reviews are completed to obtain comments.

Deliverables: Meeting Notes and Updated Project Schedule

Task No. 12 100% Design

After receiving final approval on the drawings, TKE will provide the City with hard (Mylar drawings) and digital copies for final approval. In addition, TKE will prepare final construction specifications, cost estimate and construction schedule.

Deliverables: Final Drawings, Specifications, Estimate, and Schedule

Task No. 13 Bidding and Construction Assistance

TKE will attend the pre-construction conference and coordinate with the project team, including the City staff, inspector, geotechnical engineers, and other agency staff. TKE will review and respond to RFI's, RFC's, and substitutions (including written clarification requests and change-in-plan drawings) regarding the contract documents in order to ensure that the improvements are constructed in compliance with the construction documents. TKE will provide said responses as required to minimize delays in construction. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.

Deliverables: Pre-bid meeting preparation, and attendance

EXHIBIT "B"
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Project Administration	160 days	Mon 12/4/23	Wed 7/31/24
2	Initial "Kick Off" Meeting	1 days	Mon 12/4/23	Mon 12/4/23
3	Records Research	15 days	Mon 12/4/23	Fri 12/22/23
4	Topographic Survey	15 days	Mon 12/11/23	Fri 12/29/23
5	Base Construction Drawings	20 days	Mon 1/1/24	Fri 1/26/24
6	Environmental Compliance	10 days	Mon 1/29/24	Fri 2/9/24
7	Field Reconnaissance	1 days	Fri 1/26/24	Fri 1/26/24
8	60% Design	30 days	Mon 2/12/24	Fri 3/22/24
9	60% Design Review Meeting	1 days	Fri 4/5/24	Fri 4/5/24
10	Permitting	40 days	Mon 3/25/24	Fri 5/17/24
11	90% Design	25 days	Mon 4/8/24	Fri 5/10/24
12	90% Design Review Meeting	1 days	Fri 5/10/24	Fri 5/10/24
13	100% Design	15 days	Mon 5/13/24	Fri 5/31/24
14	Bid & Award	60 days	Mon 6/3/2024	Wed 7/31/2024

EXHIBIT "C"

COST PROPOSAL

Task No.	Task				Total
Design Scope of Services					
1	Initial Kickoff Meeting				$ 1,600
2	Records Research				$ 3,280
3	Topographic Survey				$ 28,140
4	Base Construction Drawings				$ 24,760
5	Environmental Compliance [3.)]				$ 50,270
6	Field Reconnaissance				$ 15,240
7	60% Design				$ 109,226
8	60% Design Review Meeting				$ 1,600
9	Permitting				$ 7,560
10	90% Design				$ 43,920
11	90% Design Review Meeting				$ 1,600
12	100% Design				$ 22,880
13	Bidding and Construction Assistance				$ 6,260
				Subtotal:	$ 316,336
				Reimbursables (@3%)[1.)]:	$ 9,490
Rates:				**Design Total:**	$ 325,826
Project Manager		$ 170	/HR	**Rounded Design Total:**	**$ 325,800**
Project Engineer		$ 160	/HR	**10% Contingency**	**$ 32,580**
Senior Surveyor		$ 170	/HR	**TOTAL COST**	**$ 358,380**
Associate Engineer		$ 150	/HR		
Assistant Engineer/Designer		$ 140	/HR		
Clerical		$ 90	/HR		
Survey Crew		$ 250	/HR		

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.

TKE ENGINEERING, INC.

By:_____ Date: _____

Terry Renner, Sr. Vice President

City Council/Successor Agency Meeting **O. 3.**

DATE: 11/07/2023

TO: The Successor Agency Board of Directors

SUBJECT: Approve the regular meeting minutes of October 3, 2023 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of October 3, 2023.

Attachments

Regular meeting minutes of October 3, 2023

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on October 3, 2023 at 5:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Jenna Guzman-Lowery, Council Member Mario Saucedo, Council Member
Absent:	Denise Davis, Council Member
Staff:	Janice McConnell, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; 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; Travis Martinez, Deputy Police Chief; Tabitha Crocker, Facilities and Community Services Director

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Pro Tem Paul Barich followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced the City Council voted to initiate action in one case. The defendants and other details of the case shall once formally commenced and filed, be disclosed pursuant to any inquiry. The Council motion, made by Mayor Pro Tem Barich, and seconded by Council Member Guzman Lowery, was agreed upon unanimously, with Council Member Davis absent.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Trevor Houser introduced “Larry”, a five-year-old male Doberman mix who is available for adoption, along with thirty-five other dogs and thirteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been thirty-six dogs and seventeen cats adopted in September 2023.

Fire Prevention Week Proclamation

Mayor Tejeda presented the Proclamation recognizing October 8-14, 2023 as Fire Prevention Week to Fire Chief Sessler and Fire Marshal Anderson.

Proclamation National Sickle Cell Awareness Month

Mayor Tejeda presented the National Sickle Cell Awareness Month Proclamation to Dr. Akshat Jain of Loma Linda University Children's Hospital.

PUBLIC COMMENT

Redlands Historical Glass Museum - Andy Hoder invited everyone to visit the Redlands Historical Glass Museum, a hidden gem located on the northside of town. He pointed out there were some great collections of glass to be seen and, with its location, he hoped one of the Council Members might take on the Museum as a personal project to give it new life and encourage others to support it, as well.

Concerns - Dennis Bell expressed frustration with the lack of timely emergency response from San Bernardino County earlier this year due to heavy snowfall in the mountains and he was displeased with Senator Dianne Feinstein's general opposition to the military, veterans and police.

Banning Leaf Blowers - Dale Broome recommended the Council oppose banning leaf blowers in the City and said that climate change theories were based on false premises.

Increase in Crime Statistics - Joshua Hall said there has been a dramatic rise in crime in the community and he complained that the City's website did not reflect up-to-date crime statistics. Deputy Police Chief Martinez responded to say he will look into the matter.

Redlands Theatre Festival - Paul Blatchley urged the Council to consider renaming the Avice Meeker Sewall Theatre in honor of Cliff Cabanilla, as a way to honor his legacy. He looked forward to attending a rededication ceremony in celebration of the Theatre's 52nd season next year.

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 19, 2023, and special meeting minutes of September 14, 2023.

Vote: 4 - 0 Passed

Proclamation National Fire Prevention Week

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 issuance of a proclamation recognizing October 8 -14, 2023, as National Fire Prevention Week.

Vote: 4 - 0 Passed

Proclamation National Sickle Cell Awareness Month

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 issuance of a proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands.

Vote: 4 - 0 Passed

Proclamation Celebrating Hino Sister City 60th Anniversary

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a Proclamation celebrating the Hino Sister City 60th Anniversary.

Vote: 4 - 0 Passed

Resolution No.8518 PEHP for Public Employees

Assistant City Manager McConnell introduced Resolution No. 8518 to approve a Post-Employment Health Plan for the Public Employees of the City of Redlands. The PEHP plan is a benefit to active employees which allows them to set aside tax-free funds in order to cover medical costs after retirement for themselves and eligible dependents. The Plan is not available to retirees.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No.8518, adopting a Post-Employment Health Plan for the public employees of the City of Redlands.

Vote: 4 - 0 Passed

Amending Agreement Grocery Gift Cards

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 First Amendment to the Agreement with About Food Inc., dba Redlands Ranch Market to extend the term of the agreement to March 31, 2024, for the provision of grocery gift cards.

Vote: 4 - 0 Passed

Cooperative Fire Protection Agreement

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 Cooperative Fire Protection Agreement between the City of Redlands and the Bureau of Land Management (BLM) California Desert District, and authorized Fire Chief Sessler to execute the same.

Vote: 4 - 0 Passed

Amend Agreement for Tate Water Treatment Plant Project

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 First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project to extend the completion time by 12-months to October 18, 2024.

Vote: 4 - 0 Passed

Water and Wastewater Treatment Plant Supplies PO

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 Purchase Order with USA Bluebook for Water and Wastewater Treatment Plant Supplies for an amount not-to-exceed $150,000.

Vote: 4 - 0 Passed

Amending Agreement Live Oak Canyon Creek and Oakmont Park Project

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 Third Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. for the Live Oak Canyon Creek and Oakmont Park Project to extend the end date to April 30, 2024.

Vote: 4 - 0 Passed

Chamber of Commerce Dog Jog Event

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 to hold the Dog Jog event hosted by the Redlands Chamber of Commerce on October 22, 2023, within Ed Hales Park and the downtown area; authorized street closures related to the event; and approved a request for in-kind support in the amount of $8,128.00 related to the event.

Vote: 4 - 0 Passed

SBCSS Work Experience Instruction Agreement

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 Affiliation Agreement with San Bernardino County Superintendent of Schools (SBCSS) for work experience instruction of its students to support the City's Recreation and Senior Services Divisions.

Vote: 4 - 0 Passed

City Yard Fuel Island Update PO

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a sole source purchase order with Fuel Equipment Services, Inc. for upgrades to the fuel island at the City Yard located at 1270 W. Park Ave to a web-based software for an amount not to exceed $49,352.50.

Vote: 4 - 0 Passed

Auto Body Repair Services Agreement

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 agreement with Fairview Ford Sales, Inc., for auto body repair services for an amount not to exceed $73,288.

Vote: 4 - 0 Passed

Consulting Agreement A.K. Smiley Public Library Lower Level Project

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 Professional Services Agreement with Architectural Resources Group, Inc. for Architectural Design and Engineering Services associated with the A.K. Smiley Public Library Lower Level Revive for an amount not to exceed $144,280.

Vote: 4 - 0 Passed

Consulting Agreement Texonia Park Renovation Project

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 approval of a Professional Services Agreement with Higginson Architects Inc. for the design of the City's Texonia Park Renovation project is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and approved the Professional Services Agreement with Higginson Architects Incorporated for the design of the City's Texonia Park Renovation project for an amount not to exceed $149,500.

Vote: 4 - 0 Passed

COMMUNICATIONS

League of California Cities Annual Conference Report

Council Member Saucedo was pleased to represent the City at the League of California Cities Annual Conference and Expo held September 20-22, 2023 in Sacramento. He was unable to attend all the different courses offered, but those he did attend were extremely informative and enlightening. He highlighted a few to include, Cannabis: Seven Years After Legalization, Homelessness, Building Mobile Crisis Response Teams, Navigating New State Housing Laws, Enhancing Emergency Preparedness and Building Relationships Between Police and the Community.

PUBLIC HEARINGS

TTLC REDLANDS TEXAS ST, LLC Development Applications

Mayor Tejeda opened the public hearing and called on Principal Planner Sean Reilly, of Development Services, for a summary of the applicant's request for a Planned Residential Development (PRD) in accordance with RMC Chapter 18.144. The applicant, TTLC Redlands Texas St. LLC, is proposing to subdivide a 14.69-acre parcel, consisting of 35 single-family residential lots, six open space lettered lots, and on-site recreational amenities for residents. The project site is located on the east side of Texas Street, approximately 500 feet north of Domestic Avenue. Currently, the parcel is vacant. The project consists of three primary areas: an 11.68-acre residential development area, which includes 2.9 acres of landscaped common open space, and a three-acre undeveloped open space area along the property's northernmost boundary.

Jaren Nuzman, representing the applicant, presented additional project details including a review of renderings and amenities, trails and open space, traffic impacts, access points, pricing and disclosure noticing requirements for future buyers. Gordon Jones, True Life Companies Regional Vice President, clarified that these homes will not have entry level price points but will complement the housing developments nearby. As public comment, Jennifer Maravillas voiced strong concerns about the traffic impacts the project would bring to the surrounding area, and especially to roads that are already highly travelled and

see a lot of congestion. Isaac Villagrana supported the project, as did Bobby Garrity, of Yes In My Backyard (YIMBY). Mr. Garrity added though, that the price points were far too expensive, and he asked the Council to focus on reforming policies that limit housing developments by way of requiring excessive parking standards and other arbitrary standards. Andy Hoder raised questions about street widths within the project and whether emergency vehicles could easily access the property. Clarification was provided and emergency vehicles will be able to access the project. One written comment was received from San Bernardino County Department of Public Works stating the project site was adjacent to a SBC property and any encroachment within the right-of-way will require a flood control permit. With no further comments, Mayor Tejeda closed the public hearing.

Council Members discussed several topics related to the project, including traffic within the surrounding area, density, the sufficiency of only one access point to the development, establishing future policies to encourage housing affordability, potential noise issues generated by a nearby shooting range and a crushing operation, and the high price points associated with these proposed homes.

On motion of Mayor Eddie Tejeda, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the project by the following actions: Resolution No. 8516, adopting the Mitigated Negative Declaration for the proposed project and related Mitigation Monitoring/Reporting Program prepared in accordance with the California Environmental Quality Act Guidelines; approved the Socio-Economic Cost/Benefit Study prepared for the proposed project in accordance with Measure U; approved Tentative Tract Map No. 20520 to subdivide a 14.69-acre vacant parcel into 35 lots for future single-family residential development, with lot sizes ranging between 7,200 and 10,755 square-feet each, and six lettered lots for open space and recreation purposes; and approved Conditional Use Permit No. 1167 for a Planned Residential Development, subject to the attached Conditions of Approval; and approved Resolution No. 8517 for Street Vacation No. 193 to vacate a portion of Texas Street right-of-way that is one foot (1’0”) in width and approximately 965 feet in length, along a portion of the project site’s frontage. The portion of right-of-way is located on the east side of Texas Street, beginning approximately 500 feet north of Domestic Avenue, and proceeding 965 feet to the north.

Vote: 4 - 0 Passed

NEW BUSINESS

City's Parks Master Plan Consulting Agreement

Facilities and Community Services Director Crocker summarized the Professional Services Agreement with RHA Landscape Architects-Planners, Inc. (RHA), for development of the City's Parks Master Plan for an amount not to exceed $248,890. With the implementation of the Measure T sales tax ordinance in 2021, project funding was added to the City's budget to several areas, including Parks and Recreation, and in order to effectively utilize the funds, the development of a Parks Master Plan was deemed a priority. The Plan will seek to develop a strategy and roadmap for renovations, improvements, expansion and new development of parks throughout the City for the next 7-10 years.

She introduced Doug Grove, President of RHA, who provided an overview of the proposed work to develop the Plan and to discuss what steps will be taken from start to finish. The process involved a review of existing sites and facilities assessment, financial analysis, levels of service standards and GIS mapping. He emphasized their work will include community engagement needs analysis, statistically valid surveys, demographics and recreation trends analysis review, needs prioritization, capital development planning, financial planning, funding and revenue planning and strategic action plan implementation. He used examples of other local cities RHA has worked with, such as Chino, Beaumont and Norco.

As public comment, Brenda Spoelstra supported the agreement and was thrilled to see this item on the agenda. She requested several items be reviewed and included in the master plan, such as, universal accessibility in all parks, community gardens, adult sports facilities, signage at parks, and implementation of new staff positions. Dennis Bell questioned whether every voice would be heard through the public engagement process, and he thought that a quarter of a million dollars was simply too expensive. Director Crocker reiterated that community engagement meetings would be held in a variety of locations, times, and methods in order to reach the most people. Council Members strongly supported the project and thought it a good use of Measure T funds.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with RHA Landscape Architects-Planners, Inc. for the development of the City's Parks Master Plan is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and approved the Professional Services Agreement with RHA Landscape Architects-Planners, Inc. for the development of the City's Parks Master Plan in an amount not to exceed $248,890.

Vote: 4 - 0 Passed

Heavy-Duty Off-Road Equipment Maintenance and Service Agreement

Facilities and Community Services Director Crocker explained the need for the agreement with Quinn Company, LLC for maintenance and service of heavy-duty off-road equipment in an amount not-to-exceed $280,000 for the initial term through Fiscal Year 2023-24, with the option to extend by two additional one-year terms for a total amount not-to-exceed $840,000.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously approved, by roll call vote, the agreement with Quinn Company, LLC for maintenance and service of heavy-duty off-road equipment in an amount not-to-exceed $280,000 for the initial term through Fiscal Year 2023-24, with the option to extend by two additional one-year terms for a total amount not-to-exceed $840,000.

Vote: 4 - 0 Passed

Agreements for Janitorial Services & Heating and Air Conditioning Services

Facilities and Community Services Director Crocker discussed two agreements associated with work to be performed at 300 E. State Street and included one with Executive Facilities Services, Inc., for janitorial services not to exceed $359,781.48, and the other with F.M. Thomas Air Conditioning Inc. for heating/air conditioning services not to exceed $50,000.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the agreements is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; approved the agreement with Executive Facilities Services, Inc. for janitorial services, not to exceed $359,781.48; and approved the agreement with F.M. Thomas Air Conditioning, Inc. for heating/air conditioning services, not to exceed $50,000.

Vote: 4 - 0 Passed

Amending Sports Field Maintenance Agreement

Staff requested this item be pulled from tonight's agenda. The item will be re-agendized for the City Council meeting scheduled for October 17, 2023.

Amending IT Support Services Agreement State Street City Hall & PD Safety Hall

Management Services/Finance Director Garcia detailed the First Amendment to the Agreement with SDI Presence LLC for IT Support Services to increase the total compensation amount of $500,000 by an additional $250,000 for a total aggregate amount not-to-exceed $750,000, to fund the IT design and planning services related to State Street City Hall and PD Safety Hall. As public comment, Andy Hoder stated the language for this particular agenda item was not very clear about how the funds would be allocated between the two projects. He suggested that in the future, the agenda should specify dollar amounts for each project listed.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the First Amendment to the Agreement with SDI Presence LLC for IT Support Services to increase the total compensation amount of $500,000 by an additional $250,000 for a total aggregate amount not-to-exceed $750,000; and approved an additional appropriation of $250,000 to fund the IT design and planning services related to State Street City Hall and PD Safety Hall.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda was honored to participate in a key-giving ceremony sponsored by Homes for Our Troops, who donated a specially adapted home in Mentone for Juan Hernandez, a disabled veteran injured in 2009. He and Council Member Saucedo enjoyed one of the Smiley LIVE Concerts, and he announced that his door is always open and he's happy to meet with anyone from the community.

Mayor Pro Tem Barich extended invitations to everyone to attend the 3rd Annual Coptober Community Fair event on October 7, held at Redlands Ranch Market, the Optimist-sponsored Oktoberfest at Sylvan Park and the Annual Family Day at Smiley Library on Saturday, October 7.

Council Member Guzman-Lowery continued to meet with community members, faith-based groups and non-profit organizations to listen and hear of their ongoing struggles.

Council Member Saucedo participated in a "clean-up the wash" event sponsored by the Holy Name of Jesus, the Boys and Girls Club Family Day, the Vibe Health and Wellness Festival at Sylvan Park, and he enjoyed the State of the County event last week.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:00 P.M. The next regular meeting of the City of Redlands City Council will be held on October 17, 2023.

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

Chairman 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 Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Saucedo, the minutes of the regular meeting of September 5, 2023 were unanimously approved, by roll call vote.

Vote: 4 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 8:01 P.M. The next regular meeting of the Agency will be held on November 7, 2023.