CITY OF REDLANDS

CITY COUNCIL

A G E N D A

OCTOBER 17, 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 meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, OCTOBER 17, 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

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5:00 P.M.

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

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

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

1. Conference with legal counsel: 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

2. 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

Recycled Paper

6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Presentation of the 20th Anniversary of the Dedication of the Redlands California Temple of the Church of Jesus Christ of Latter-day Saints proclamation to Henk Fischer, President of the Redlands Stake, and Stephen Tyler (Mayor Pro Tem Barich)

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

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

1. Approve the regular meeting minutes of October 3, 2023 (City Clerk Donaldson)

2. Authorize 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 (Mayor Pro Tem Barich)

3. Adopt 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), and a determination that the proposal is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines (Development Services Director Desatnik)

4. Approve the Professional Services 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, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

5. Approve 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 (Municipal Utilities and Engineering Director Harris)

6. Approve 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 (Municipal Utilities and Engineering Director Harris)

7. Approve 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 (Municipal Utilities and Engineering Director Harris)

8. Approve the request for in-kind support for $22,671 related to the Kiwanis Christmas Parade hosted by the Kiwanis Club of Redlands; approve the request to close East Citrus Avenue, 8th Street, Orange Street, Eureka Street, West State Street, and Brookside Avenue for the event on December 2, 2023; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

9. Approve the request to close East San Bernardino Avenue for the Revel Big Bear Marathon event hosted by the Brooksee Foundation on November 18th, 2023; authorize the request for the sale and consumption of alcoholic beverages on East San Bernardino Avenue at Dearborn Street during the event, and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

10. Approve the request for in-kind support in the amount of $18,266 relating to the Redlands Veterans Day Celebration event hosted by the Redlands Hometown Heroes Foundation on November 11, 2023; approve the request to close E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd. for the event; authorize the request for the sale and consumption of alcoholic beverages in Jennie Davis Park during the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

11. Approve a non-professional service agreement with R.E. Schultz Construction, Inc., for an amount not to exceed $113,850 for the replacement of shade sails at six (6) city parks, and determine that approval of the agreement is exempt from the state's California Environmental Quality Act under Section 15301 (Facilities and Community Services Director Crocker)

J. **Communications**

1. Presentation by Chancellor Diana Rodriguez of the San Bernardino Community College District regarding the colleges' impact on the community (Assistant City Manager McConnell)

2. City Council Priorities - Broadband Improvement Update (Municipal Utilities and Engineering Director Harris)

3. Conference Report- 2023 League of California Cities Annual Conference and Expo (Council Member Davis)

4. Discussion and possible action relating to a policy for council members to add items to future City Council meeting agendas (Council Member Davis)

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K. **New Business**

1. Consideration of a Purchase and Sale Agreement with Redlands Community Investment Corporation for the acquisition of Assessor Parcel Numbers 0171-071-08-0000, 0171-088-06-0000, and 0171-088-07-0000 in the amount of $750,000, approve an additional appropriation in the amount of $750,000, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

2. Consideration of 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 and determination that approval of the Amendment is not subject to environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

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

M. **Adjournment**
The next regular meeting of the City Council will be held on November 7, 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.

Recycled Paper

City Council Meeting **I. 1.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of October 3, 2023 (City Clerk 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.

City Council Meeting **I. 2.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize 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 (Mayor Pro Tem Barich)

MOTION:

I move to authorize 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.

Attachments

Proclamation - 20th Anniversary LDS Temple

PROCLAMATION

20th Anniversary of the Redlands California Temple of The Church of Jesus Christ of Latter-day Saints

WHEREAS, the Redlands California Temple of The Church of Jesus Christ of Latter-day Saints was dedicated 20 years ago on September 14, 2003; and

WHEREAS, the citizens of the city of Redlands and the surrounding communities welcomed the temple and over 140,000 people toured the structure at the open house prior to the dedication; and

WHEREAS, an LDS temple represents the pinnacle of worship for members of the faith, and there are only 282 temples worldwide; and

WHEREAS, the Redlands LDS Temple is one of the architectural jewels of the City of Redlands; and

WHEREAS, the landscaping surrounding the temple reflects the value the City of Redlands places on landscaping and is open for enjoyment by all; and

WHEREAS, the Redlands Temple attracts members of the LDS faith to move to Redlands; and

WHEREAS, the Redlands Temple also attracts many visitors of the LDS faith from surrounding cities to visit Redlands frequently; and

WHEREAS, the Family Search Center located in the LDS Stake Center next to the temple is open to all members of the community interested in researching their family history and genealogy;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize the 20th anniversary of the dedication of the Redlands California Temple of The Church of Jesus Christ of Latter-day Saints for providing value and beauty to the community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 17th day of October 2023.

_____
Eddie Tejeda, Mayor

_____
Paul Barich, Mayor Pro Tem

Attest:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt 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), and a determination that the proposal is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council agrees with the Planning Commission recommendation, the following motion is suggested.

I move that the City Council determine that the proposed action is categorically exempt from the California Environmental Quality Act and to adopt Resolution No. 8519 approving Commission Determination No. 65.

RECOMMENDATION:

The Planning Commission has recommended that the City Council approve Commission Determination No. 65 and determine that the proposed action is exempt from the California Environmental Quality Act pursuant to Section 15301 for existing facilities.

DISCUSSION:

Commission Determination No. 65 is a request by the City's contracted green waste recycler (One Stop Landscape Supply) seeking clarification of the zoning regulations applicable to the processing of food waste at their existing facility located at 13024 San Timoteo Canyon Road (Attachment A).

Specifically, the applicant is seeking this approval to begin accepting food waste streams at the facility in order to comply with Senate Bill No. 1383 (SB 1383), a recent state law requiring local jurisdictions, including the City of Redlands, to divert organic waste from landfills to recycling facilities. As the City's green waste recycling contractor, the applicant receives and processes green waste hauled to the site by the City's Solid Waste Division collection vehicles. The applicant is now requesting this approval in order to proceed with obtaining the necessary regulatory approvals for receiving food waste streams at the facility on San Timoteo Canyon Road. No new development or alterations to the facility involving construction, expansion of use, or its permitted capacity are proposed by this Commission Determination.

Section 18.12.050 of the Redlands Municipal Code states that in order to allow a specific use which is not listed as permitted in a certain zone, the Planning Commission must determine that the unlisted use is similar to a listed permitted use for that zone, and then recommend its determination to the City Council for final consideration. In turn, the City Council reviews the Commission's determination which it may approve, modify, or reject. In this case, the proposed use (composting of food waste materials) is not listed as a permitted use in the Agricultural (A-1-20) District. Therefore, the applicant is requesting a determination that food waste composting is similar to a listed permitted use and, moreover, whether food waste composting is permitted at existing facilities located in the A-1-20 district.

The Planning Commission considered the application at its regular meeting on September 12, 2023 (Attachment B). No public comments or concerns were provided to the Commission regarding this matter. The Planning Commission found that the application could satisfy all conditions as required by RMC Section 18.12.040 (see Attachment C), and voted 5 to 0 recommending that the City Council approve the application.

ALTERNATIVES:

The City Council may:

1. Request additional information and continue the matter to a future meeting; or,
2. Either modify or reject the Planning Commission recommendation.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Kevin Beery, Senior Planner

Fiscal Impact

Discussion:

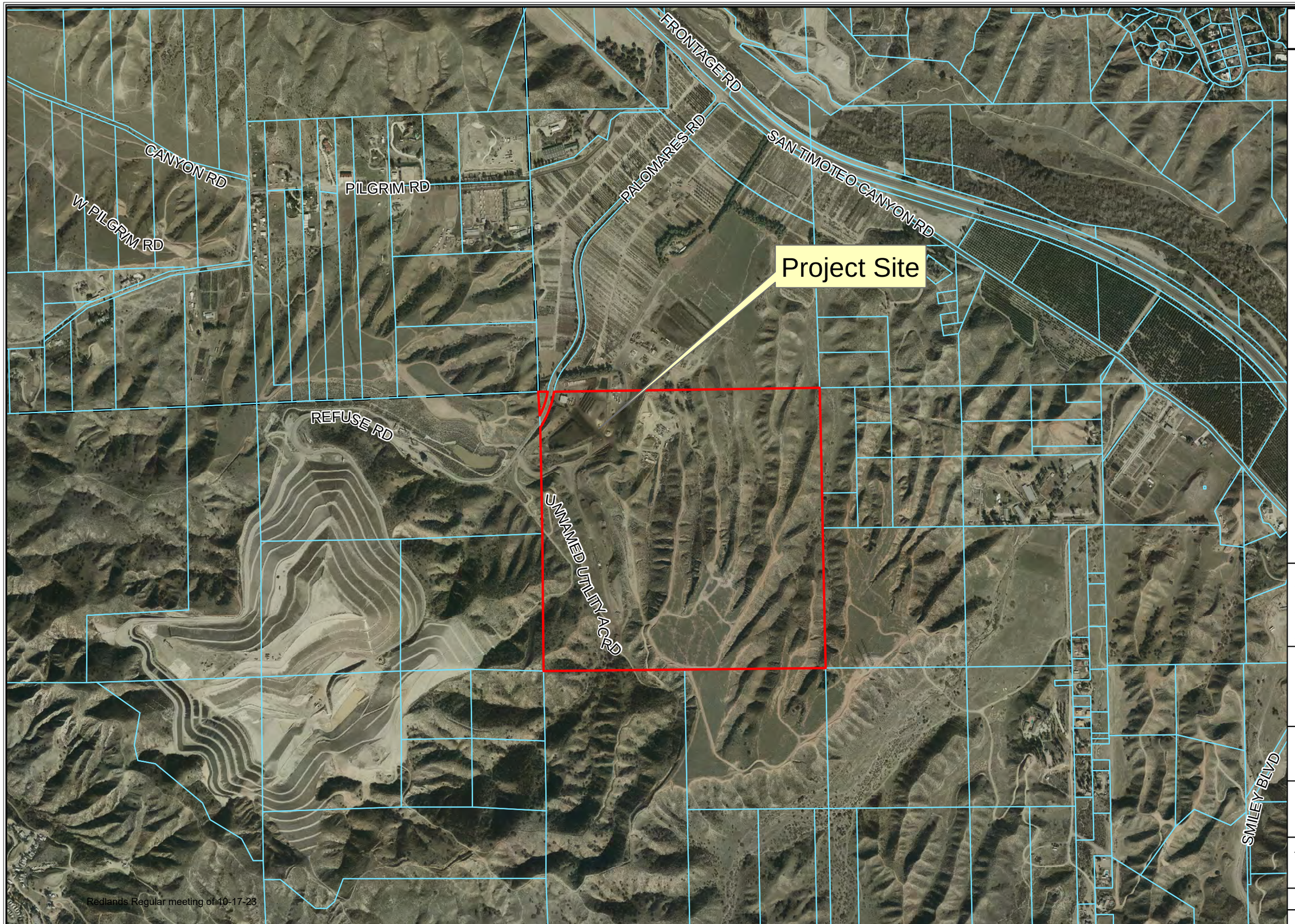
The applicant paid the applicable application filing fee. There is no fiscal impact associated with this action.

Attachments

Attachment A: Location Map & Aerial Photo

Attachment B: Planning Commission Staff Report

Attachment C: Resolution No. 8519



Location Map

Commission Determination No. 65
Attachment A: Location Map
1302-3024 San Timoteo Canyon Road
APN: 2940-710-10-0000

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

June 16, 2023

OneStop.mxd



Aerial

Commission Determination No. 65
Attachment B: Aerial
13024 San Timoteo Canyon Road
APN: 2940-710-10-0000

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June 16, 2023

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City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **5. B.**

Meeting Date: 09/12/2023

APPLICANT:
LOUIS CURTI, ONE STOP LANDSCAPE SUPPLY
(PROJECT PLANNER: KEVIN BEERY, SENIOR PLANNER)

Consideration of Commission Determination No. 65 seeking classification of food waste processing as a permitted use at existing composting recycling facilities in the A-1-20 Agricultural zoning district including the specific facility at 13024 San Timoteo Canyon Road (APN: 2940-710-10-0000) in conjunction with a determination that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities).

SYNOPSIS

. General Plan Designation:	Agricultural (northwest corner of subject property); Resource Preservation (remainder of subject property)	
2. Existing Zoning:	Agricultural (A-1-20) District	
3. Surrounding Zoning:	Agricultural (A-1) District to the north, south, east and west	
4. Existing Land Use:	Composting recycling facility and accessory retail	
5. Surrounding Land Use:	North: Nursery South: Open Space East: Open Space West: Landfill	
6. Area / Topography:	Flat work areas surrounded by rugged, vegetated terrain.	
7. Environmental Determination:	Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines	
8. Socio-Economic Cost/Benefit Study:	Not required.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	July 13, 2023 July 27, 2023 Sep. 12, 2023

PROPOSAL

Commission Determination No. 65 is a request by One Stop Landscape Supply seeking classification of food waste processing as a permitted use at its existing composting recycling facility. No new development or alterations to the facility involving construction, expansion of use, or its permitted capacity are proposed by the application. The facility encompasses an approximately 20-acre portion of the approximately 160-acre parcel located at 13024 San Timoteo Canyon Road (see Attachments A & B). The existing facility also comprises the entirety of the A-1-20 Agricultural zoning district (see Attachments C & D).

The applicant is seeking this approval to begin accepting food waste streams due to SB 1383 requirements taking effect. This recently enacted state law requires local jurisdictions, including the City of Redlands, to collect and recover organic waste from residents and businesses to keep waste out of landfills and reduce greenhouse gas emissions. As the City's contracted green waste recycling vendor, the applicant accepts and processes green waste hauled to the site by the City's Solid Waste Division which collects the waste from residential and commercial customers. The applicant is now requesting this approval in order to proceed with obtaining the necessary regulatory approvals for receiving food waste streams at the facility.

BACKGROUND

In March 1987, the County of San Bernardino granted approval of a conditional use permit for the subject facility, which commenced operations later that year. In November 1989, the County Planning Commission approved a revision to the conditional use permit allowing on-site retail of finished compost product (i.e., fertilizer and mulch). The facility has continuously operated since its establishment.

In August 1990, the project site was annexed to the City, which assumed land use and zoning jurisdiction over the subject property. In February 1996, the City Council adopted Ordinance No. 2296 amending the zoning designation on 20 acres of the project site from "A-1, Agricultural" to "A-1-20, Agricultural" in order to bring the existing use into conformance with the City's zoning regulations. Since 2007, the City has contracted with the applicant to receive and process green waste materials hauled to the facility by the City's solid waste collection vehicles.

Present facility operations include receiving, processing, and storage of organic materials (consisting of wood, green waste, and sewage sludge). The facility operates heavy equipment including two front loaders, a wood grinder, and a mechanical screener. The composting process consists of several stages including: grinding and seasoning (drying) of woody materials; refining and sorting organic materials into windrows (heaps); monthly rotation of the windrows to facilitate decomposition; filtering the cooled windrows to remove impurities; and piling the finished compost for pick up by the end user. On average, the composting process takes four months to complete. Residential, business, and municipal customers may drop-off waste at the facility. The operation also involves limited retail sales of composted material that is produced on-site.

ANALYSIS

A) Determination of Similar Use

Section 18.12.050 of the Redlands Municipal Code states that in order to allow a specific use which is not listed as permitted in a certain zone, the Planning Commission must determine that the unlisted use is similar to a listed permitted use for that zone, and then recommend its determination to the City Council for final consideration. In this case, the proposed use (composting of food waste materials) is not listed as a permitted use in the Agricultural (A-1-20) District (see Attachment E). Therefore, the applicant requests that the Planning Commission makes a determination on whether food waste composting is similar to a listed permitted use and, moreover, whether food waste composting is permitted at existing facilities located in the A-1-20 district.

The A-1-20 zoning designation applies to very limited areas in the City of Redlands (approximately 20 acres in area total). The A-1-20 zone applies to the northwest corner of APN 0294-071-01-0000 that abuts Palomares Road (which is the subject property in this case). The purpose of the A-1-20 zone is to provide for the proper utilization of those lands best suited for agriculture and composting recycling purposes, and to prevent the encroachment of incompatible uses. In the A-1-20 zone, "composting recycling operations which may include the use of sludge and other composting materials and the sale of related landscaping items" are permitted by conditional use permit.

Although "compost" is not defined in the zoning code, Redlands Municipal Code Chapter 13.64 (Integrated Solid Waste Management) defines "compost" as "the product resulting from the controlled biological decomposition of organic wastes." Furthermore, the chapter defines "organic wastes" as "waste containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges." By these definitions it is reasonable to conclude that organic waste including food materials should be classified under "other composting materials" and that composting of food waste should be permitted at existing composting recycling facilities in the A-1-20 zone.

B) Existing Use and Operations

In accordance with the approved conditional use permit, composting recycling operations are allowed on the approximately 20-acre portion of the parcel zoned A-1-20. No changes concerning the operational functions at the facility are proposed as part of this request. The new streams of food waste material would be processed in the same manner and location as green waste is currently handled, as shown in the submitted site plan (see Attachment F-2). Additionally, recycled material throughput will not increase because neither expansion nor intensification of operations are proposed. If the facility operator desires to expand or alter the facility in the future, such a proposal would require approval of a modified conditional use permit as well as a rezoning. Notwithstanding approval of the requested use determination, the applicant will still be required to adhere to the conditions of the approved use permit. Ultimately, approval of this request will facilitate compliance with SB 1383, allowing the applicant to begin accepting food waste streams and helping improve local sustainability by diverting material from area landfills and reducing greenhouse gas emissions.

C) General Plan

The proposal is consistent with the following General Plan policies.

> Principle 8-P.7: Reduce the generation of solid waste, including household hazardous waste, and recycle those materials that are used, to slow the filling of local and regional landfills.

Action 8-A.30: Meet the State's policy goal that not less than 75 percent of solid waste generated be source-reduced, recycled, or composted by the year 2020; and reduce landfill disposal of household hazardous waste as much as feasibly possible.

Action 8-A.31: Develop programs to divert food waste and other biodegradable waste to composting facilities rather than disposing of them in the landfill.

Action 8-A.36: Work with public and private entities to generate creative new opportunities that use solid waste as a resource.

Principle 8-P.9: Undertake initiatives to enhance sustainability by reducing the community's GHG emissions.

Action 8-A.46: Continue to monitor the City's compliance with State-mandated GHG emissions, as provided for in the Climate Action Plan. Make timely adjustments to City policies as required to continue meeting State GHG targets, and as changes in technology, federal and State programs, or other circumstances warrant.

ENVIRONMENTAL REVIEW

The project is categorically exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines applying to existing facilities. See Attachment G for a draft CEQA Notice of Exemption and an accompanying memorandum supporting the use of a categorical exemption.

FINDINGS

According to Section 18.12.040 of the Redlands Municipal Code, the Planning Commission must make certain required findings before recommending the permitting or classifying of an unlisted use to the City Council. The proposal can meet all findings as explained below.

A) The use is in conformity with the stated intent and purpose of the zone.

Activities involving the composting of organic wastes, particularly including food waste, substantially conform to the stated intent and purpose of the A-1-20 zone because the purpose of the A-1-20 zoning district is to provide areas to be utilized for agricultural and composting recycling purposes.

B) Field Investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the zone wherein it is proposed to be located.

The project site, which comprises the entire A-1-20 zoning district, is located immediately east of the San Timoteo Landfill and south of a nursery. Otherwise, the surrounding area consists of undeveloped land featuring rugged, vegetated terrain. Permitted uses in the A-1-20 zone include agriculture, horticulture, very low density residential, composting recycling, grange halls and equestrian facilities. No existing or reasonably foreseeable incompatible land uses are located or are anticipated to be established within the vicinity of the project site. The processing of food waste at existing composting recycling facilities does not create undue potential for land use conflicts or nuisances to occur.

C) The subject use is similar to one or more uses permitted in the zone within which it is proposed to be located.

The proposed activity is substantially similar to composting recycling operations, which are permitted by conditional use permit in the A-1-20 Agricultural District. According to the Municipal Code, composting

materials include organic waste, such as food material. Therefore, the subject use is similar to those uses allowed in the A-1-20 zoning district.

D) The subject use will not cause substantial injury to the use of property in any abutting zone.

The project site, which comprises the entire A-1-20 zoning district, encompasses an approximately 20-acre portion in the northwest area of an approximately 160-acre parcel. The south and east sides of the project site abut the other portions of the same property consisting of undeveloped open space featuring rugged, vegetated terrain. Surrounding uses include a nursery to the north and a landfill to the west. The project site is surrounded by the A-1 Agricultural zoning district in which permitted uses include compatible uses such as apiaries, farms, ranches, horse boarding, orchards and very low density residential. The proposed activity will not cause substantial injury to the use of property in the abutting zone because the activity does not involve potentially dangerous conditions such as those caused by excessive noise, vibration, light, electromagnetic interference, or use of hazardous/radioactive waste.

RECOMMENDATIONS

Based on the above analysis and the findings in this report, staff recommends that the Planning Commission determine and recommend that the City Council approve Commission Determination No. 65 classifying 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. Staff recommends that the Planning Commission determine and recommend that the proposed action is exempt from the California Environmental Quality Act pursuant to Section 15301 for existing facilities.

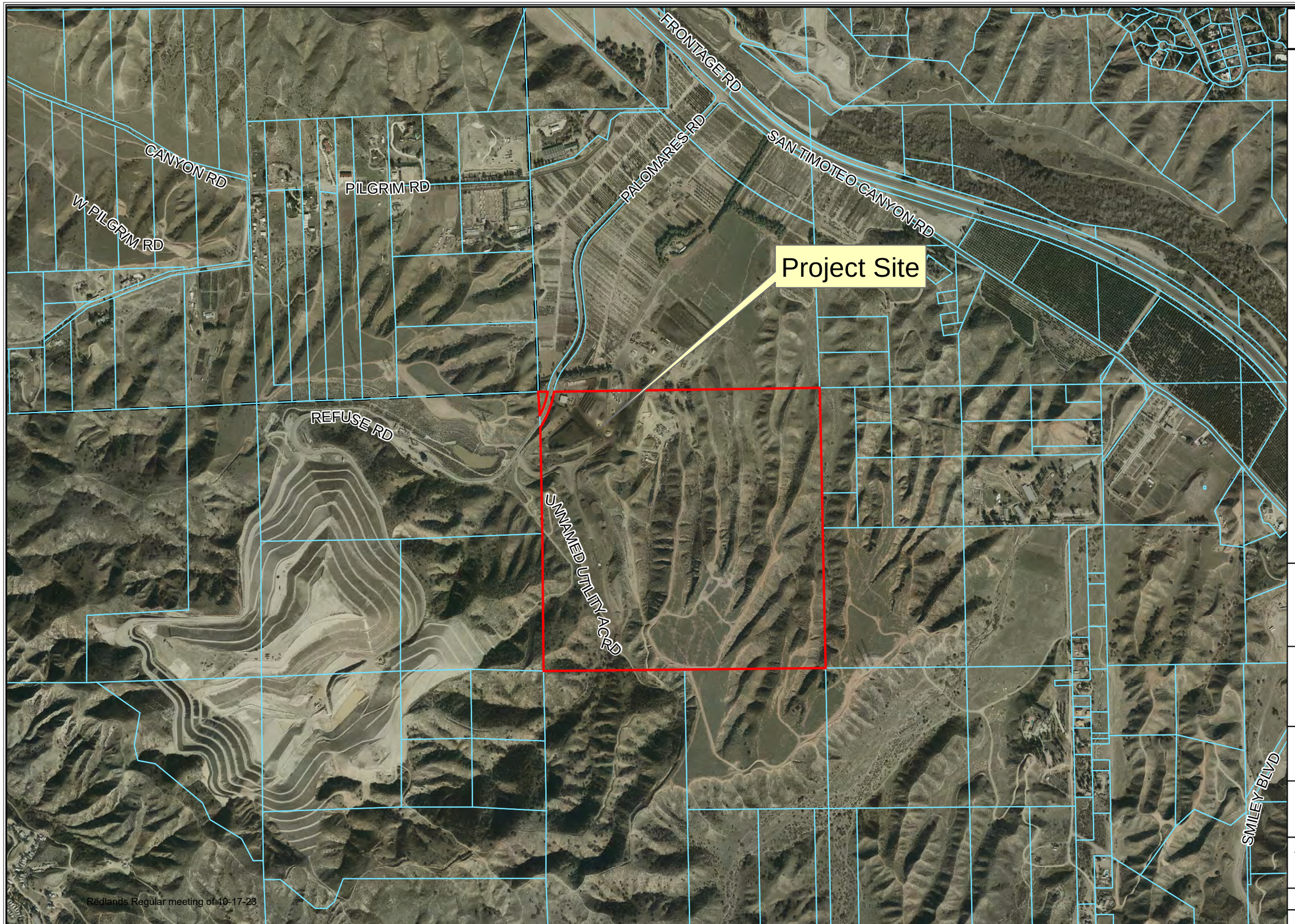
MOTIONS

Should the Planning Commission agree with staff's recommendation, the following motion is suggested.

"I move that the Planning Commission adopt Resolution No. 1630 recommending that the City Council approve Commission Determination No. 65, and determine that the proposed action is categorically exempt from the California Environmental Quality Act based on the findings in the staff report."

Attachments

Attachment A: Location Map
Attachment B: Aerial Photograph
Attachment C: General Plan Land Use
Attachment D: Zoning Map
Attachment E: Use List for A-1-20 District
Attachment F-1: Letter from Operator
Attachment F-2: Site Plan (existing)
Attachment G: CEQA Exemption Memo
Attachment H: Resolution No. 1630



Location Map

Commission Determination No. 65
Attachment A: Location Map
1302-3024 San Timoteo Canyon Road
APN: 2940-710-10-0000

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Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

June 16, 2023

OneStop.mxd



Aerial

Commission Determination No. 65
Attachment B: Aerial
13024 San Timoteo Canyon Road
APN: 2940-710-10-0000

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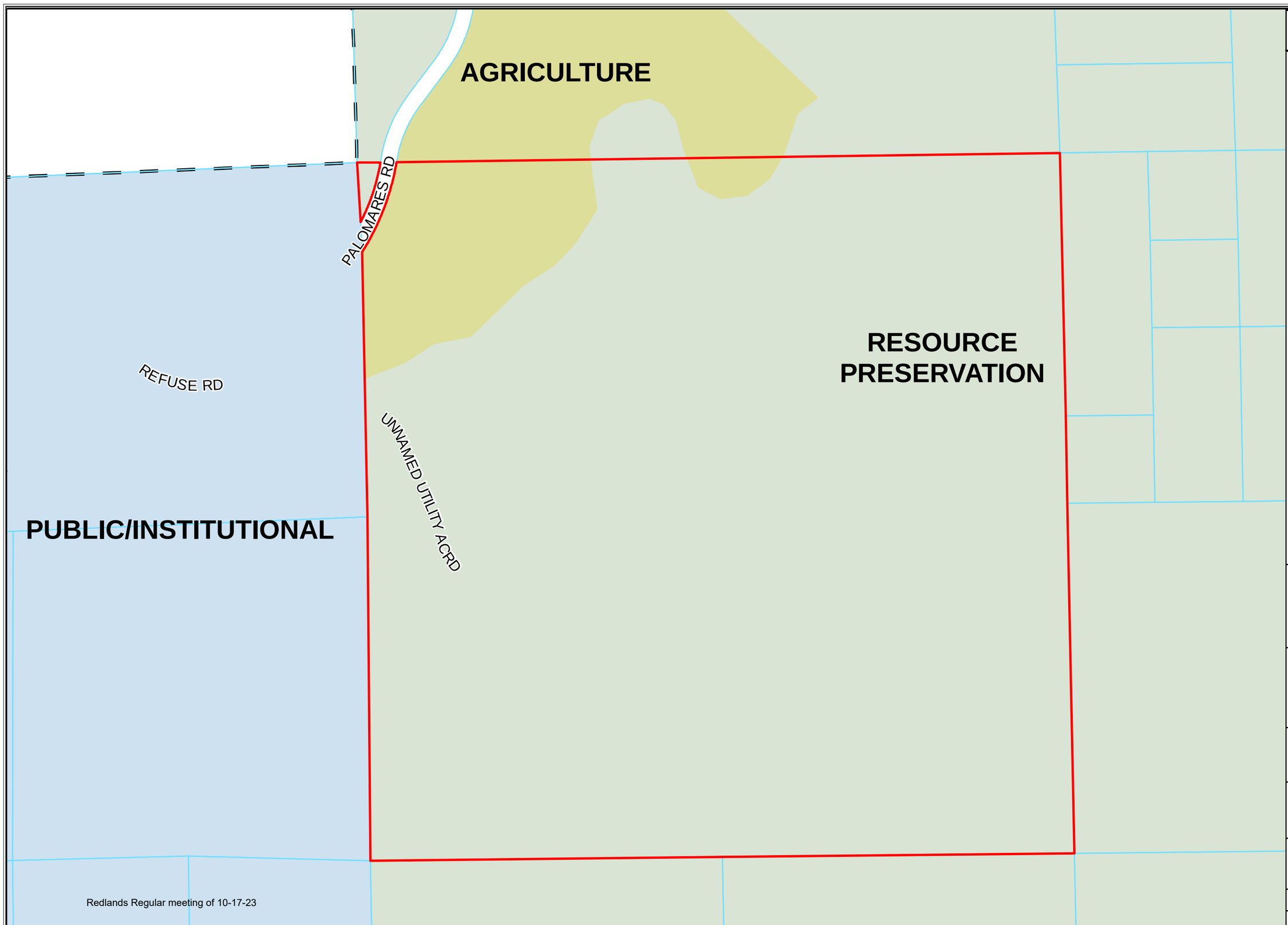
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GP Land Use

Commission Determination No. 65
Attachment C: GP Land Use
13024 San Timoteo Canyon Road
APN: 2940-710-10-0000

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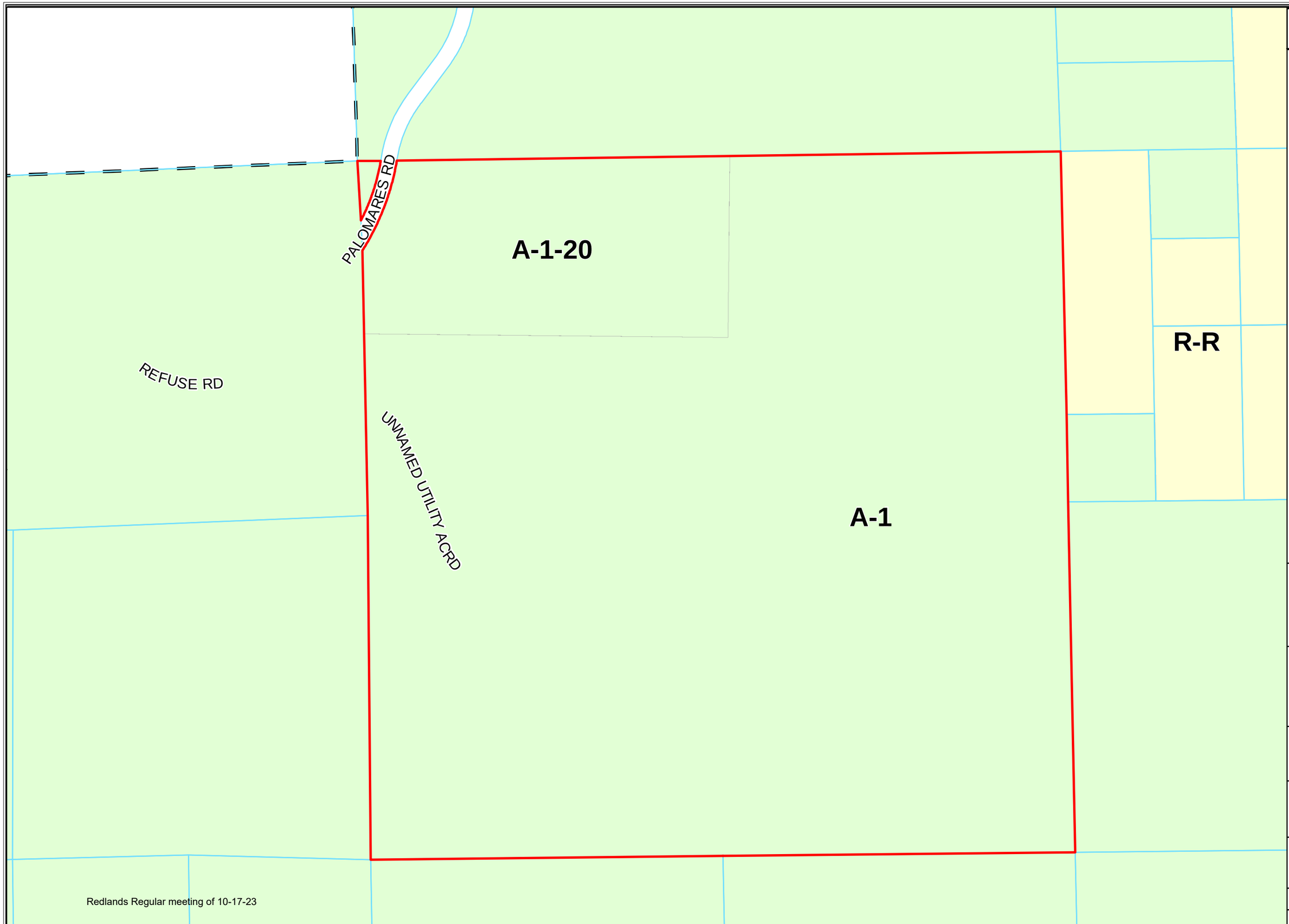
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Zoning Map

Commission Determination No.
65 Attachment D: Zoning Map
1302 3024 San Timoteo Canyon Road
APN: 2940-710-10-0000

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June 16, 2023

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18.21.020: USES GENERALLY:
No building, structure or land shall be used, and no building or structure shall be hereafter erected, structurally altered or enlarged, except for the purposes described in this chapter. (Ord. 2286 § 1, 1995)

18.21.030: PERMITTED USES:
Permitted uses in the A-1-20 zone are:

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

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

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

Single-family residences; provided, however, that there shall be not more than two (2) dwellings on each parcel of twenty (20) acres or more. Where parcels of land are already subdivided into parcels less than twenty (20) acres in area, there shall be permitted one dwelling for each lot, provided the lot contains dimensions and an area equivalent to the closest single-family residential zone. (Ord. 2286 § 1, 1995)

18.21.040: CONDITIONAL USES:
Uses permitted by conditional use permit in the A-1-20 zone are:

Aviaries and hatcheries.

Composting recycling operations which may include the use of sludge and other composting materials and the sale of related landscaping items.

Dairies, including the processing of milk.

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

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

Riding stables or academies; provided that the minimum lot size for such use shall be not less than five (5) acres, and that all such buildings for the housing, feeding or rental of such animals shall be at least one hundred feet (100') from any property line, and five hundred feet (500') from any R-S or R-1 zone, church, school, park or hospital. (Ord. 2286 § 1, 1995)

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July 11, 2023

Mr. Kevin Beery
Senior Planner
Planning Division
City of Redlands
35 Cajon Street
Redlands, California 92373

Re: Commission Determination
One Stop Landscape Supply Center Composting Facility
13024 San Timoteo Canyon Road
Redlands, California 92373

Dear Mr. Beery:

One Stop Landscape Supply Center (One Stop) is pleased to submit this letter for Commission Determination to the City of Redlands. The purpose of this letter for Commission Determination is to request determination of food waste composting activities permitted in conjunction at the One Stop composting facility (Facility) located in Redlands, California, within the A-1-20 zoning district.

FACILITY INFORMATION

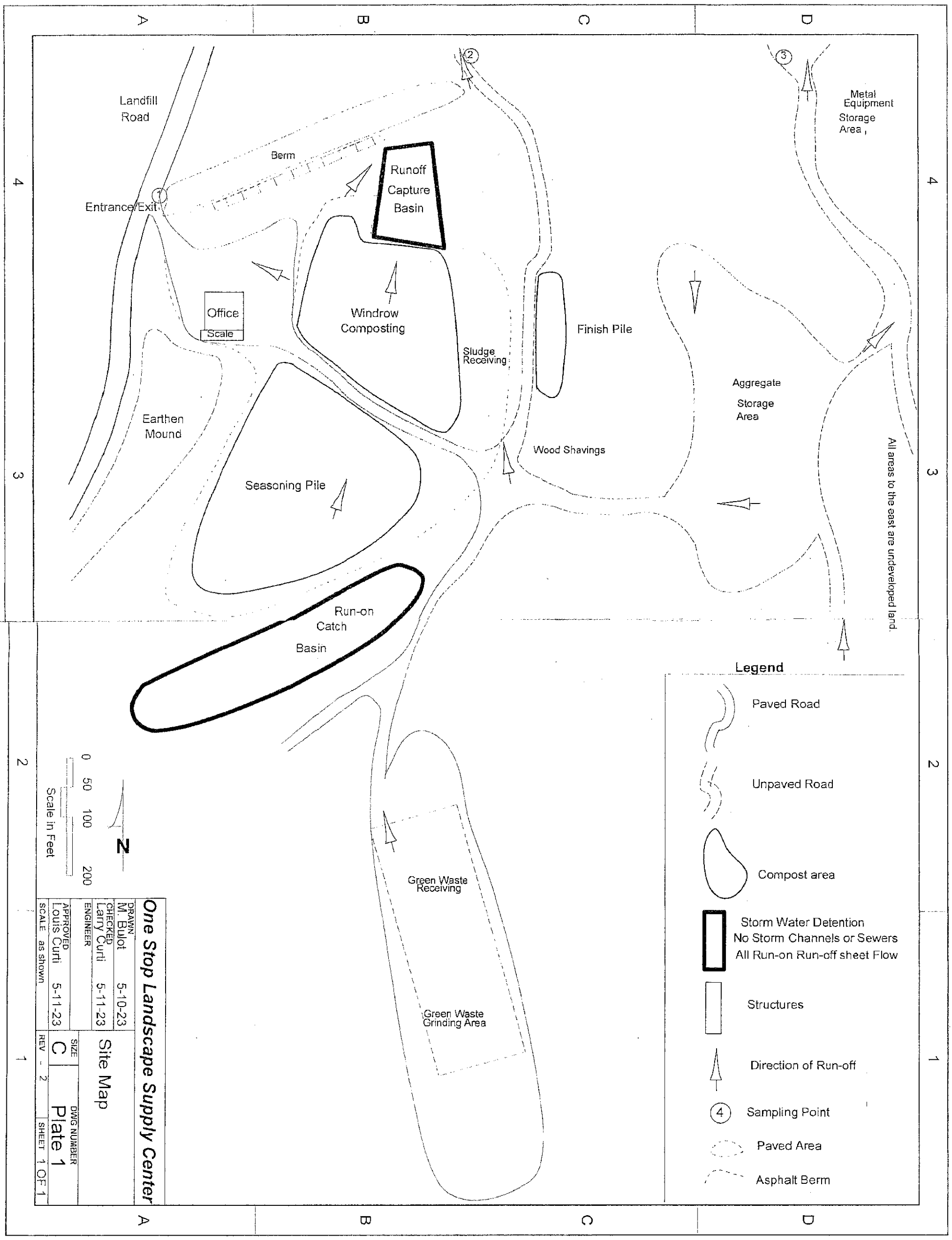
This composting site recycles agricultural wastes, soil, sewage treatment plant sludge and wood wastes into a variety of soil amendments. The composting operation is by an open windrow sequential process. The composting operation at the Facility is operated on a 20-acres area with a design capacity of 500 cubic yards.

EVALUATION OF REDLANDS MUNICIPAL CODE

One Stop has incorporated the use of organic waste, including food waste, to the overall waste composition of their compost. The Facility accepts curbside green waste from the cities of Redlands and Yucaipa, which typically contain some degree of food waste. The composting operations have not changed due to the incorporation of an organic waste stream and there are no expected changes to the operations.

According to Redlands Municipal Code 18.21.040 Conditional Uses for A-1-20 Agricultural District zoning, composting recycling operations may include the use of sludge and other composting materials which food waste can be interpreted as an additional composting material. In conjunction, Redlands Municipal Code 18.12.020 (A)(3) Similar Uses Permitted by Commission Determination is applicable as there is ambiguity concerning the appropriate classification of food waste for composting recycling operations.

In conclusion, One Stop's requests determination on that the incorporation of food waste into One Stop's composting operational activities are permitted according to Redlands Municipal Codes and zoning regulations. If you have any questions or require additional information, please contact Mr. Carlos Linares from EnSafe Inc. at 626-808-7759.


Landfill Road
Berm
Entrance/Exit
Runoff Capture Basin
Office
Scale
Windrow Composting
Sludge Receiving
Finish Pile
Earthen Mound
Seasoning Pile
Run-on Catch Basin
Green Waste Receiving
Green Waste Grinding Area
Metal Equipment Storage Area
Aggregate Storage Area
Wood Shavings
All areas to the east are undeveloped land.
Legend
Paved Road
Unpaved Road
Compost area
Storm Water Detention
No Storm Channels or Sewers
All Run-on Run-off sheet Flow
Structures
Direction of Run-off
4 Sampling Point
Paved Area
Asphalt Berm
N
0 50 100 200
Scale in Feet
One Stop Landscape Supply Center
Site Map
DRAWN M. Bulot 5-10-23
CHECKED Larry Curti 5-11-23
ENGINEER
APPROVED Louis Curti 5-11-23
SCALE as shown
SIZE C
DWG NUMBER Plate 1
REV - 2
SHEET 1 OF 1

Date:	August 15, 2023
Prepared by:	Konnie Dobreva, JD
To:	City of Redlands Development Services Department 35 Cajon Street Redlands, CA 92373
Project Location:	13024 San Timoteo Canyon Road Redlands, CA 92373

Subject: CEQA Class 1 Exemption – One Stop Landscaping Project

The One Stop Landscaping Supply Center ("One Stop") ("Applicant") is seeking approval from the City of Redlands for a Use Determination to allow One Stop to compost food waste materials onsite. The Project does not include any physical changes to the Project site. The City of Redlands is the Lead Agency for the proposed Project. In addition, the Project would require a Solid Waste Facility Permit Modification from CalRecycle through the County of San Bernardino in their role as local enforcement agency. As such, the County of San Bernardino and CalRecycle are Responsible Agencies for the proposed Project. The Lead Agency and Responsible Agencies will utilize this document as evidence that the proposed Project qualifies for a Categorical Exemption – Class 1 Existing Facility Exemption – from the California Environmental Quality Act (CEQA), as further described below.

Project Description

The proposed Project is located at 13024 San Timoteo Canyon Road, Redlands, California, 92373 in the southwest portion of the City of Redlands in San Bernardino County. The Project site comprises approximately 20 acres of the 160-acre parcel associated with Assessor's Parcel Number (APN) 0294-071-01. The Project site is shown in Figure 1, *Regional Location*, and Figure 2, *Local Vicinity*. Figure 3, *Project Aerial*, and Figure 4, *Existing Site Photos*, show the existing conditions on-site.

The Project site has a General Plan land use designation of Agriculture and a zoning designation of Agriculture District-20 (A-1-20). The A-1-20 zone is intended to provide for the proper utilization of those lands best suited for agriculture and composting recycling purposes and to prevent the encroachment of incompatible uses.[1] The use of the site for composting and recycling is a conditionally permitted use under the A-1-20 zone.[2]

The area immediately north of the Project site includes a plant nursery, designated as Resource Preservation land use under the Redlands General Plan and zoned as A-1. The area immediately east of the Project site consists of vacant land designated as Resource Preservation and Agriculture per the Redlands General Plan and zoned as A-1. The area to the west of the Project site consists of the San Timoteo Landfill designated as

[1] City Code of Redlands, California, Title 18 § 18.21.010 (2023). https://codelibrary.amlegal.com/codes/redlandsca/latest/redlands_ca/0-0-0-15903
[2] City Code of Redlands, California. Title 18 § 18.21.040 (2023). https://codelibrary.amlegal.com/codes/redlandsca/latest/redlands_ca/0-0-0-15903

Public Institutional per the Redlands General Plan and zoned as A-1. The area to the south of the Project site consists of vacant land designated as Agricultural per the Redlands General Plan and zoned A-1.[3, 4]

The Applicant is requesting approval of a Use Determination to allow for the composting of food waste materials onsite as well as a Solid Waste Facility Permit Modification from CalRecycle through the County of San Bernardino. The Project would not include any physical changes to the Project site as food composting would occur within boundaries of the existing composting operations. The Project site would continue to utilize approximately 20 acres of the160-acre parcel as a composting facility for wood, yard, and tree waste with the addition of food waste. The food waste would be processed on-site, south of the seasoning pile and the run-on catch basin as shown in Figure 5, *Conceptual Site Plan*. As shown in Figure 3, *Project Aerial*, that area of the site is already utilized for composting purposes and would not require any site changes in order to serve as a new food waste composting site. Although the Project would expand the services offered by the Applicant, the Project would not expand the current permitted design capacity of 500 cubic yards. In addition, the Project would not surpass the permitted maximum of 500 tons per day of finished compost. Currently, the site processes an average of 300 tons of waste per day, thus allowing for 200 additional tons per day. The site currently collects curbside green waste from the cities of Redlands and Yucaipa, which typically contain food waste. There are no expected operational changes to the composting operations due to the incorporation of food waste as the new food waste stream would come from existing curbside green waste pick-ups. Therefore, operational characteristics, such as the number of daily truck trips and hours of operation, are expected to remain the same.

Class 1 Existing Facility Exemption

Article 19 of the CEQA Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects which have been determined not to have a significant effect on the environment. This document demonstrates that the proposed Project qualifies for a Categorical Exemption as an Existing Facility (Class 1 Exemption), consistent with the provisions of CEQA Guidelines Sections 15301 and 15300.2 and provides information for City decisionmakers to find that the proposed Project is exempt under CEQA.

Pursuant to CEQA Guidelines Section 15301, a Class 1 Exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized in the CEQA Guidelines are not intended to be all-inclusive of the types of projects which might fall within the Class 1 Exemption. The key consideration is whether the project involves negligible or no expansion of use. According to Section 15302(e)(2), expansions of use are considered negligible if additions to existing structures will not result in an increase of more than 10,000 square feet and the project site is (a) in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and (b) the area in which the project site is located is not environmentally sensitive.

The City of Redlands determined that the proposed Project would not result in any significant effects on the environment. This finding is supported by the analysis provided in Table 1, *Environmental Impact Analysis*,

[3] City of Redlands, California (2022). Redlands General Plan Land Use Map [Map]. https://www.cityofredlands.org/sites/main/files/file-attachments/generalplan2035.pdf?1670275943

[4] City of Redlands, California (2023). City of Redlands Zoning [Map]. https://gisapps-coredlands.opendata.arcgis.com/apps/7577aed247714a8ba8810c5f7357f7b2/explore

below. The City of Redlands makes the following findings in support of the Class 1 Exemption (refer to CEQA Guidelines Section 15301):

This Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301, Class 1 as an Existing Facility (Class 1 Exemption). The proposed Project qualifies for the Class 1 categorical exemption because it consists of the continuation of a recycling and composting facility and does not involve an increase in the existing facility's permitted capacity.

None of the exceptions to the exemptions as set forth in CEQA Guidelines Section 15300.2 apply. Specifically, the proposed Project:

a. Is not located in a particularly sensitive environment. The Project site is in an area zoned for agricultural uses, adjacent to an existing landfill. The Project site and surrounding area are not environmentally sensitive and are continuously disturbed in the current condition.
b. Has no possibility of a cumulative impact of the same type of project in the same place over time. The proposed Project involves the continuation of compost and recycling uses in an existing composting facility. Once the Project is completed, the likelihood of a successive project on this site is low and probability of a cumulative impact is low.
c. Has No Significant Effect. No adverse environmental impacts will occur as a result of the proposed Project's continued use of the existing composting facility and its addition of a food waste material stream. Operational capacity would remain the same, as would any other operational characteristics associated with the composting and recycling site. The incorporation of food waste would not result in an increase in traffic trips, change in hours of operation, or an increase in operational intensity.
d. Would not damage scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.
e. Is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
f. Would not cause a substantial adverse change in the significance of an historical resource.

The proposed Project would not meet any of the conditions of exceptions, and therefore, would qualify for a Class 1 Exemption.

Environmental Analysis

The discussion in Table 1 below compares the environmental impacts of the proposed Project to existing conditions.

Table 1: Environmental Impact Analysis

Environmental Topic	Impacts
Aesthetics:	No impact. The Project does not propose any physical exterior or interior improvements to the Project site or any existing buildings.
Agriculture and Forestry Resources:	No impact. The Project would not result in land use changes or ground disturbance.
Air Quality:	No impact. The Project would not require construction or changes to the existing operation of the Project site. The Project would not result in increased truck trips.
Biological Resources:	No impact. The Project would not result in construction or changes to existing vegetation on the Project site.
Cultural Resources:	No impact. The Project would not result in construction or ground disturbance or changes to existing operations on-site. There are no known cultural resources on-site.
Energy:	No impact. The Project would not require construction or changes to the existing operation of the Project site.
Geology and Soils:	No impact. The Project would not result in construction or ground disturbance.
Greenhouse Gas Emissions:	No impact. The Project would not require construction or changes to the existing operation of the Project site. The Project would not result in increased truck trips.
Hazards and Hazardous Materials:	No impact. The Project would not result in the use or transport of hazardous materials.
Hydrology and Water Quality:	No impact. The Project would not result in construction or changes to site hydrology and water quality.
Land Use and Planning:	No impact. The Project would not result in land use changes.
Mineral Resources:	No impact. The Project would not result in mineral extraction or otherwise alter availability of a mineral resource.
Noise:	No impact. The Project would not result in the alterations of any operational characteristics of the facility or increase the number of vehicle trips to and from the site.
Population and Housing:	No impact. The Project would not result in changes to population or housing.
Public Services:	No impact. The Project would not result in changes to public services.
Recreation:	No impact. The Project would not result in changes to public recreation facilities.

Transportation:	No impact. The Project would not require construction or changes to the existing operation of the Project site. The addition of food waste to the composting process would not add to the existing capacity of the site and would not increase vehicle trips to and from the Project site.
Tribal Cultural Resources:	No impact. The Project would not result in construction or ground disturbance or changes to existing operations on-site.
Utilities and Service Systems:	No impact. The Project would not result in the construction or relocation of utility systems.
Wildfire:	No impact. The Project would not result in construction or changes to the site that could exacerbate the risk of wildfire.

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Regional Location

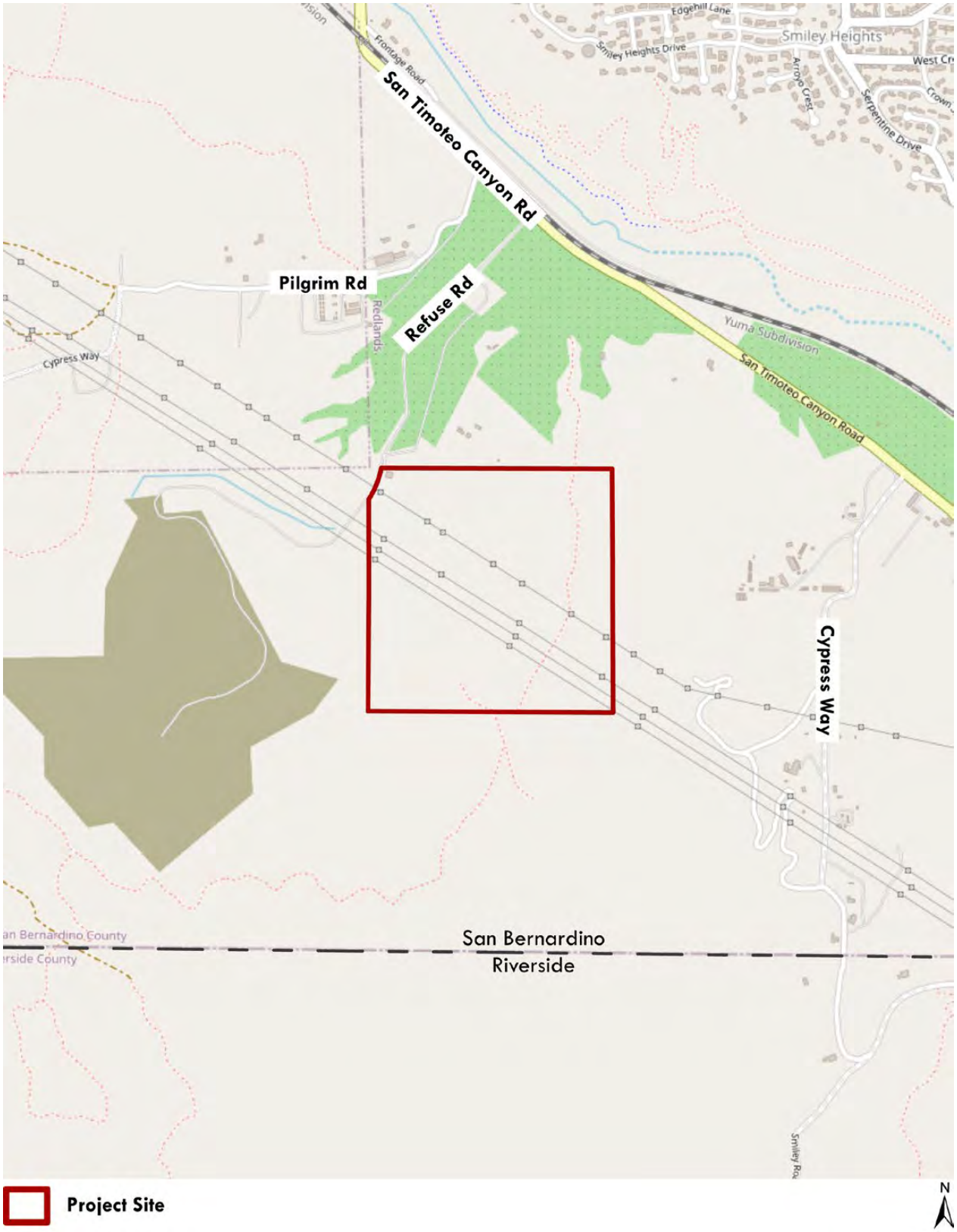


One Stop Landscape
City of Redlands

Figure 1

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Local Vicinity

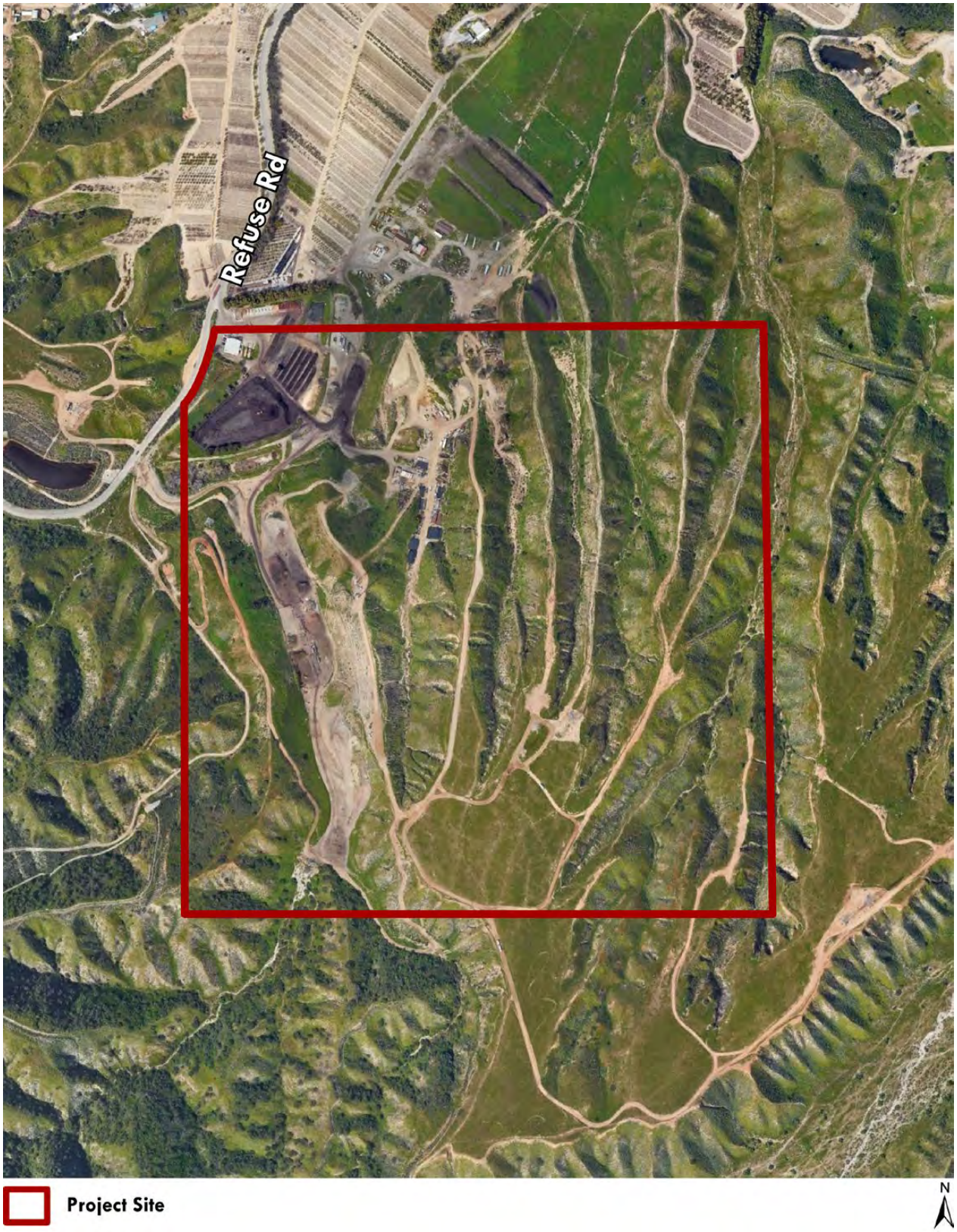


One Stop Landscape
City of Redlands

Figure 2

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Project Aerial



One Stop Landscape
City of Redlands

Figure 3

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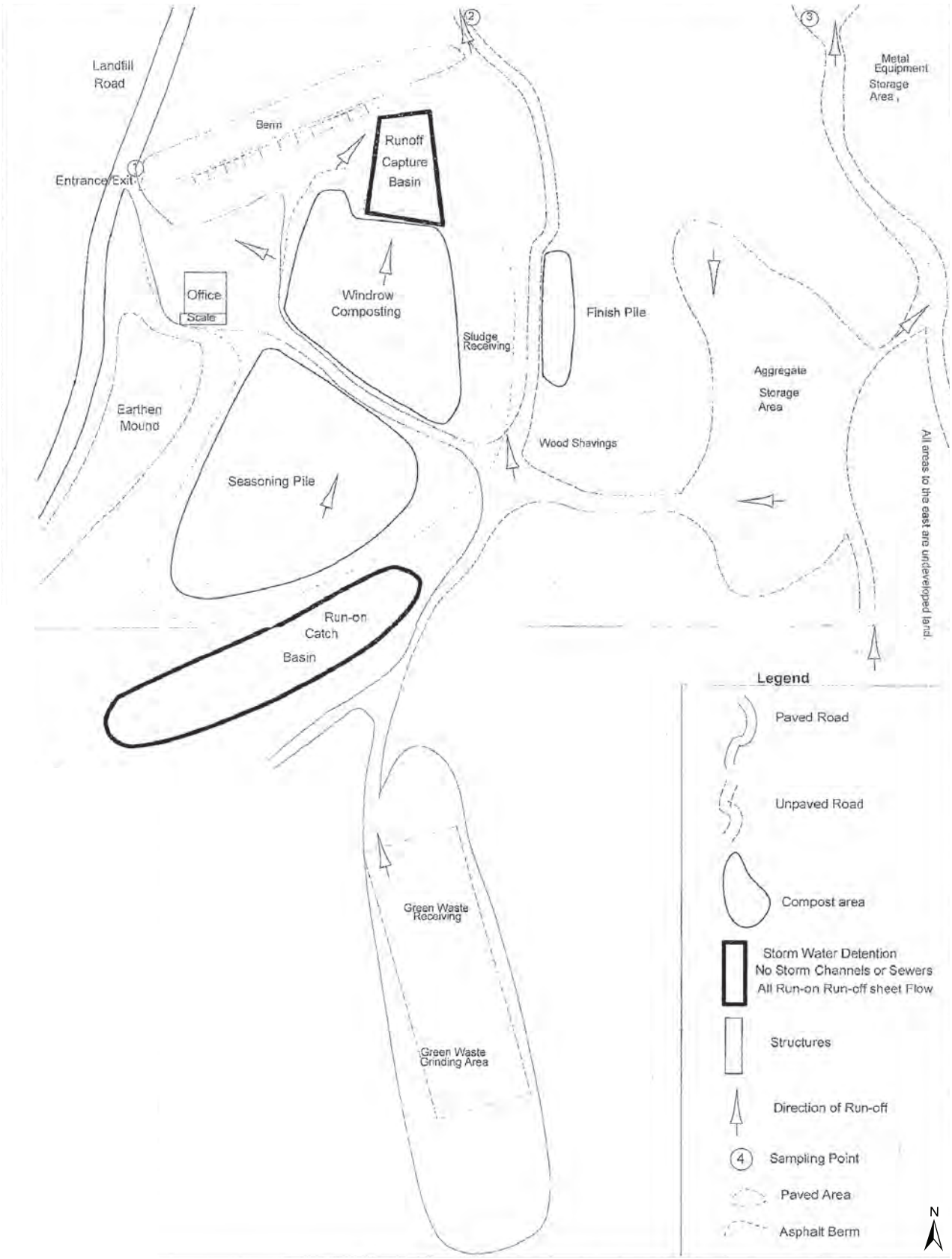
Existing Site Photos



Existing driveway on the northeast corner of the project site on Refuse Rd.

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Conceptual Site Plan



One Stop Landscape
City of Redlands

Figure 5

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RESOLUTION NO. 1630

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS RECOMMENDING THAT THE CITY COUNCIL APPROVE COMMISSION DETERMINATION NO. 65 CLASSIFYING FOOD WASTE PROCESSING AS A PERMITTED USE AT EXISTING COMPOSTING RECYCLING FACILITIES IN THE A-1-20 AGRICULTURAL ZONING DISTRICT, INCLUDING THE SPECIFIC FACILITY AT 13024 SAN TIMOTEO CANYON ROAD, AND DETERMINE THAT THE PROPOSED ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Louis Curti, One Stop Landscape Supply, has applied for Commission Determination No. 65 seeking classification of food waste processing as a permitted use at existing composting recycling facilities in the A-1-20 Agricultural zoning district including the specific facility 'One Stop Landscaping Supply' at 13024 San Timoteo Canyon Road (APN: 0294-071-01-0000); and,

WHEREAS, pursuant to Section 18.12.050 of the Redlands Municipal Code, the Planning Commission is responsible for making recommendations to the City Council on requests seeking the classification of uses that are unlisted in the zoning ordinance; and,

WHEREAS, the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 because the proposed action applies only to specified activities occurring at existing facilities.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The Planning Commission of the City of Redlands hereby recommends that the City Council determine that the proposed action is exempt from environmental review in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15301 pertaining to existing facilities.

SECTION 2. FINDINGS FOR APPROVAL. In accordance with Section 18.12.040 of the Redlands Municipal Code, the Planning Commission hereby makes the following findings for recommending approval of Commission Determination No. 65:

A) The use is in conformity with the stated intent and purpose of the zone.

Activities involving the composting of organic wastes, particularly including food waste, substantially conform to the stated intent and purpose of the A-1-20 zone because the purpose of the A-1-20 zoning district is to provide areas to be utilized for agricultural and composting recycling purposes.

B) Field Investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the zone wherein it is proposed to be located.

The project site, which comprises the entire A-1-20 zoning district, is located immediately east of the San Timoteo Landfill and south of a nursery. Otherwise, the surrounding area consists of undeveloped land featuring rugged, vegetated terrain. Permitted uses in the A-1-20 zone include agriculture, horticulture, very low density residential, composting recycling, grange halls and equestrian facilities. No existing or reasonably foreseeable incompatible land uses are located or are anticipated to be established within the vicinity of the project site. The processing of food waste at existing composting recycling facilities does not create undue potential for land use conflicts or nuisances to occur.

C) The subject use is similar to one or more uses permitted in the zone within which it is proposed to be located.

The proposed activity is substantially similar to composting recycling operations, which are permitted by conditional use permit in the A-1-20 Agricultural District. According to the Municipal Code, composting materials include organic waste, such as food material. Therefore, the subject use is similar to those uses allowed in the A-1-20 zoning district.

D) The subject use will not cause substantial injury to the use of property in any abutting zone.

The project site, which comprises the entire A-1-20 zoning district, encompasses an approximately 20-acre portion in the northwest area of an approximately 160-acre parcel. The south and east sides of the project site abut the other portions of the same property consisting of undeveloped open space featuring rugged, vegetated terrain. Surrounding uses include a nursery to the north and a landfill to the west. The project site is surrounded by the A-1 Agricultural zoning district in which permitted uses include compatible uses such as apiaries, farms, ranches, horse boarding, orchards and very low density residential. The proposed activity will not cause substantial injury to the use of property in the abutting zone because the activity does not involve potentially dangerous conditions such as those caused by excessive noise, vibration, light, electromagnetic interference, or use of hazardous/radioactive waste.

SECTION 3. RECOMMENATION FOR APPROVAL. The Planning Commission hereby recommends that the City Council approve Commission Determination No. 65 classifying food waste processing as a permitted use at composting recycling facilities in the A-1-20, Agricultural zoning district, based on the findings provided herein.

SECTION 4. This Resolution shall become effective upon adoption.

ADOPTED AND APPROVED this 12th day of September 2023.

Steve Frasher
Chair, Planning Commission

ATTEST:

Linda McCasland
Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 12th day of September 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda McCasland, Secretary to the
Planning Commission

RESOLUTION NO. 8519

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING COMMISSION DETERMINATION NO. 65 CLASSIFYING FOOD WASTE PROCESSING AS A PERMITTED USE AT EXISTING COMPOSTING RECYCLING FACILITIES IN THE "A-1-20 AGRICULTURAL" ZONING DISTRICT, INCLUDING THE SPECIFIC FACILITY AT 13024 SAN TIMOTEO CANYON ROAD.

WHEREAS, Louis Curti, on behalf of One Stop Landscape Supply, has applied for Commission Determination No. 65 seeking classification of food waste processing as a Permitted use at existing composting recycling facilities in the A-1-20 Agricultural zoning district including the specific facility One Stop Landscaping Supply located at 13024 San Timoteo Canyon Road (APN: 0294-071-01-0000); and,

WHEREAS, pursuant to Section 18.12.050 of the Redlands Municipal Code, the Planning Commission is responsible for making recommendations to the City Council on requests seeking the classification of uses that are unlisted in the zoning ordinance; and,

WHEREAS, on September 12, 2023, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant, and by members of the public; and,

WHEREAS, on September 12, 2023, the Planning Commission recommended that the City Council approve Commission Determination No. 65; and,

WHEREAS, the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 because the proposed action applies only to specified activities occurring at existing facilities.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The City Council hereby determines that the proposed action is exempt from environmental review in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15301 pertaining to existing facilities and direct the Development Services Department to file a Notice of Exemption with the county clerk.

SECTION 2. FINDINGS FOR APPROVAL. In accordance with Section 18.12.040 of the Redlands Municipal Code, the City Council hereby makes the following findings for approving Commission Determination No. 65:

A) The use is in conformity with the stated intent and purpose of the zone.

Activities involving the composting of organic wastes, particularly including food waste,

substantially conform to the stated intent and purpose of the A-1-20 zone because the purpose of the A-1-20 zoning district is to provide areas to be utilized for agricultural and composting recycling purposes.

B) Field Investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the zone wherein it is proposed to be located.

The project site, which comprises the entire A-1-20 zoning district, is located immediately east of the San Timoteo Landfill and south of a nursery. Otherwise, the surrounding area consists of undeveloped land featuring rugged, vegetated terrain. Permitted uses in the A-1-20 zone include agriculture, horticulture, very low density residential, composting recycling, grange halls and equestrian facilities. No existing or reasonably foreseeable incompatible land uses are located or are anticipated to be established within the vicinity of the project site. The processing of food waste at existing composting recycling facilities does not create undue potential for land use conflicts or nuisances to occur.

C) The subject use is similar to one or more uses permitted in the zone within which it is proposed to be located.

The proposed activity is substantially similar to composting recycling operations, which are permitted by conditional use permit in the A-1-20 Agricultural District. According to the Municipal Code, composting materials include organic waste, such as food material. Therefore, the subject use is similar to those uses allowed in the A-1-20 zoning district.

D) The subject use will not cause substantial injury to the use of property in any abutting zone.

The project site, which comprises the entire A-1-20 zoning district, encompasses an approximately 20-acre portion in the northwest area of an approximately 160-acre parcel. The south and east sides of the project site abut the other portions of the same property consisting of undeveloped open space featuring rugged, vegetated terrain. Surrounding uses include a nursery to the north and a landfill to the west. The project site is surrounded by the A-1 Agricultural zoning district in which permitted uses include compatible uses such as apiaries, farms, ranches, horse boarding, orchards and very low density residential. The proposed activity will not cause substantial injury to the use of property in the abutting zone because the activity does not involve potentially dangerous conditions such as those caused by excessive noise, vibration, light, electromagnetic interference, or use of hazardous/radioactive waste.

SECTION 3. APPROVAL OF REQUEST. The City Council hereby approves Commission Determination No. 65 classifying food waste processing as a Permitted use at composting recycling facilities in the A-1-20, Agricultural zoning district, based on the findings provided herein.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 17th day of October, 2023.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 17th day of October, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services 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, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine that approval of 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

2. I move that City Council approve 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.

RECOMMENDATION:

Staff recommends that City Council determine 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. Staff further recommends City Council approval of a Professional Services 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.

DISCUSSION:

The Alabama Street Septage Disposal Ponds were used from the 1920s through the late 1980s as a disposal site for septic tank waste. In 2003, the ponds, located east of Alabama Street and adjacent to the south bank of the Santa Ana River, were permanently closed and a five-year monitoring plan was implemented. In 2017, a fire developed on the site, which disturbed the pond surface and required a new mitigation plan.

On October 30, 2018, the City entered into an Agreement with Rincon Consultants, Inc. (Rincon) for an environmental site assessment at the ponds. Rincon has conducted several site investigations to date, including a 2020 Environmental Site Assessment that involved collecting soil samples from within the septage ponds and analyzing them for volatile organic compounds (VOCs), Title 22 Metals, and per- and polyfluoroalkyl substances (PFAS). Additionally, a 2021-2022 subsurface investigation was conducted, which included obtaining soil samples from native soil beneath the septage ponds, the pond perimeter, and installing a groundwater monitoring well south of the septage ponds.

A goal of the 2021-2022 subsurface investigation was to install two (2) additional groundwater monitoring wells. However, challenging field conditions during the first installation necessitated an alternative drilling approach through hard rock at depths of 100-150 feet below ground surface (bgs). Groundwater was encountered at 246 feet bgs, instead of the expected 210-220 feet, requiring an additional thirty (30) feet of drilling and materials for a deeper well. Based on the groundwater analytical results of the single groundwater well, Rincon advised against the immediate installation of the remaining wells due to their excessive cost and limited potential groundwater impacts. Instead, Rincon suggested developing site-specific cleanup goals for PFAS.

This potential for significant cost increases was discussed with the Water Board, who concurred with submitting a revised work plan. This plan will outline a new strategy for establishing site-specific cleanup objectives for PFAS. These objectives will be determined based on the outcomes of a leachability assessment and a more precise delineation of PFAS in site soils. The scope of the new agreement focuses on developing site-specific cleanup goals for PFAS based on leachability assessment results and subsequently narrowing the focus of PFAS delineation efforts in the soil. Additionally, the Conceptual Site Model (CSM) will be updated based on these findings. City staff has negotiated a reasonable consultant fee and recommends City Council approve the sole source agreement with Rincon for an amount not-to-exceed $132,900.

The sole source selection of Rincon Consultants is not only warranted but necessary due to their extensive involvement and knowledge of the Alabama Street Septage Disposal Ponds project. Choosing an alternative consultant at this point in the project would inevitably result in project delays, hindering the

seamless progression of critical assessments and potentially causing disruptions in the overall timeline. Rincon's unique expertise and history with the project make them the ideal and essential choice to ensure a smooth and timely continuation.

Approval of the professional services agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) because approval of this amendment will not have any significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so places the City at risk for unknown penalties that may be issued by the Water Board.

STRATEGIC PLAN:
N/A

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

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

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

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year: FY 23/24
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Account No.: 521910
Discussion:

There is no fiscal impact associated with this action. The FY 23/24 Wastewater Project (521910) budget includes adequate funding for this project.

Attachments

Rincon Consultants, Inc Professional Services Agreement
Rincon Sole Source Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of environmental site assessment services at the Alabama Street Septage Disposal Ponds ("Agreement") is made and entered in this 31st day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Rincon Consultants, 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 environmental site assessment services at the Alabama Street Septage Disposal Ponds 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 Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of two (2) years commencing as of the Effective Date, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5. 1 Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of one hundred thirty-two thousand nine hundred dollars ($132,900). 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 City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Ryan Thacher, Director Rincon Consultants, Inc. 1980 Orange Tree Lane, Suite 105 Redlands, California 92374 Email: rthacher@rinconconsultants.com Phone: (831) 566-3081 Fax: (909) 253-0705

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	RINCON CONSULTANTS, INC.
By: _____	By: _____
Eddie Tejeda, Mayor	Ryan Thacher, Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The scope of work for the additional site assessment services is described below.

PFAS Leaching Investigation

Task 1: Work Plan Revisions

Following transmittal of the draft PFAS Leaching Investigation Work Plan, Rincon anticipates that the Regional Board will provide one round of comments prior to finalization. Following receipt of the Regional Board's comments, Rincon will revise and finalize the PFAS Leaching Investigation Work Plan prior to implementation of the field activities described below.

Task 2: Pre-Field Activities

Rincon will conduct the following activities prior to conducting field work at the site:

Health and Safety Plan: Prior to the commencement of any field sampling, Rincon will update the health and safety plan prepared for prior assessments at the septage ponds to include activities associated with the proposed soil investigation. This plan describes the steps necessary for the field crew to operate on site in a safe and healthy manner, including steps to minimize exposure of the crew to potential contaminants. The preparation of such a plan is required by Federal guidelines for site assessment work.

Boring Mark-outs and USA Notification: Rincon will pre-mark the proposed soil sample and monitoring well locations with white flags and white spray paint and notify Underground Service Alert (USA) utility marking service prior to performing soil and groundwater sampling. California law requires this notification no less than 48 hours prior to drilling, not including the date of notification.

Task 3: Soil Sampling

Soil samples will be collected from the septage ponds, from the native soil beneath the septage ponds, and from the perimeter of the septage ponds. Soil samples will be collected as follows:

Septage Pond Samples

Nine total soil samples will be collected from the septage pond material. Samples will be collected from each of the septage ponds. Borings will be advanced in the pond material using a track mount direct push drill rig within the septage ponds with a 14-inch diameter drill bit. Soil samples will be collected using a steel core barrel with an acetate or other PFAS-free liner.

Native Soil Samples Beneath the Septage Ponds

Nine total soil samples will be collected from the native soil beneath each of the septage ponds. As described above, soil borings will be advanced into the pond material using a 14-inch diameter drill bit. Once the interface between the pond material/native soil interface is reached, the zone between the pond material and native soil will be sealed off using hydrated bentonite chips. The hollow stem auger drill rig will advance 8-inch borings through the hydrated bentonite chips to reduce cross contamination to native soil underlying the pond material. Soil samples will be collected using a steel core barrel with an acetate or other PFAS-free liner.

Perimeter Soil Samples

Nine total samples will be collected from surface soil from the perimeter of the septage ponds. Soil samples will be collected using a hand auger. Samples will be collected at depths of approximately 0.5 foot below ground surface (bgs).

In addition, samples will be collected from the same perimeter sampling locations sampled during the subsurface investigation to vertically delineate PFAS in perimeter soils. Samples will be collected at 5-feet bgs.

Task 4: Laboratory Analytical

Soil samples will be analyzed for leaching potential using the Leaching Environmental Assessment Framework (LEAF) method or the Synthetic Precipitation Leaching Procedure (SPLP). For the LEAF method, a total of 27 samples would be collected and 3 composite samples will be analyzed. PFAS results would be reported for each of the 27 soil samples, while leachability results would be reported for the composite samples collected from each of the specific sampling media targeted. If the SPLP method is used, up to 30 samples would be collected and analyzed for PFAS and leachable PFAS.

The additional five perimeter samples that will be collected at 5-feet bgs will be analyzed for PFAS by Department of Defense (DoD) Table B-15 of the Quality Systems Manual (QSM), dated 2017, Version 5.1 or later.

Task 5: PFAS Leaching Investigation Reporting

Rincon will prepare a PFAS Leaching Investigation Report, wherein the results of the PFAS leaching investigation will be described. In addition, Rincon will recommend a site-specific cleanup goal based on the results from the PFAS leaching investigation.

Task 6: Updates to Conceptual Site Model

The Conceptual Site Model will be updated to include data collected from the 2021-2022 subsurface investigation and from the PFAS leaching investigation. Figures, tables, and attachments will be updated to include the most recent data and conclusions will be updated to reflect the most current understanding of the site.

Task 7: Meetings and Project Management

Rincon anticipates three 1-hour meetings with the City and/or the Regional Board will be required to review the CSM, to finalize the work plan for the PFAS leachability study, and to discuss the results. In addition, administrative project management costs are included in this task.

Contingency

The Regional Board may request additional assessments be conducted to further delineate the lateral extent of PFAS contamination at the site following the PFAS leaching investigation. To account for potential additional PFAS sampling requests by the Regional Board, Rincon has included a contingency task which includes the collection of up to 12 soil samples to be analyzed for PFAS. Soil samples will be collected via hand auger and will be collected at shallow depths up to 5-feet bgs. These additional results would be included in the updates to the CSM described in Task 5.

Assumptions

Rincon has made the following assumptions in the preparation of this proposal:

a. The number of proposed soil borings are subject to change pending discussions with the Regional Board; however, these costs reflect a reasonable number of samples that may be expected by the Regional Board.

b. Soil sampling will be completed over 5 days by one Rincon personnel.

c. Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the City. Rincon will contact DigAlert for utility mark-outs; however, it should be noted that DigAlert often does not mark the location of subsurface utilities located on private property. If Rincon damages any subsurface utility or structure that is not identified by the City, then the City will assume the cost and all liability related to repair and injury that may occur as a result of such an occurrence.

d. The subsurface is amenable to sampling using the methods described in this proposal and the sampling can be completed in the specified time frame. Rincon will advise the City of any necessary revisions to the work scope as well as additional costs, if required.

e. Laboratory analytical costs included in this proposal assume a standard turnaround time. The standard turnaround time for the LEAF method is 35 business days.

f. Remaining data gaps following this investigation include groundwater flow direction and subsurface lithology. Rincon assumes that the need for additional groundwater monitoring wells to be installed at the site will be driven by long-term monitoring associated with site closure. Therefore, costs to install additional groundwater monitoring wells, should they be required, are not included in this proposal.

EXHIBIT "B"
PROJECT SCHEDULE

The schedule for the scope of work described herein is detailed below:

- Receipt of Regional Board comments to the PFAS Leaching Investigation Work Plan in December 2023.
- Finalization of the PFAS Leaching Investigation Work Plan in January 2024.
- Completion of soil sampling by end of January 2024.
- Receipt of analytical results by end of February 2024.
- Submittal of PFAS Leaching Investigation to the RWQCB in March 2024.
- Updates to the CSM and submittal to the RWQCB in April 2024.

EXHIBIT "C"

COST PROPOSAL

Tasks	Total Budget
Task 1: Work Plan Revisions	$3,500
Task 2: Pre-Field Activities	$3,300
Task 3: Soil Sampling	$47,300
Task 4: Laboratory Analytical	$31,500
Task 5: PFAS Leaching Investigation Report	$9,700
Task 6: Updates to Conceptual Site Model	$6,900
Task 7: Meetings and Project Management	$11,000
Contingency	$19,700
TOTAL BUDGET	**$132,900**

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.

Rincon Consultants, Inc

By:_____ Date: _____

Ryan Thacher, Director

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 10/3/23

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ 132,900

Proposed Vendor: Rincon Consultants, Inc.

Request Term: FY 23/24

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Rincon has been actively involved in environmental site assessments of the Alabama Street septage disposal ponds since 2018, making them intimately familiar with the project's intricacies and scope. Their proposed work aligns seamlessly with the ongoing environmental assessments.

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

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

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

MUED may choose an alternative consultant; however, this would result in project delays, potentially causing disruptions in the progression of critical assessments and the overall timeline and potential risk for unknown penalties that may be issued by the Water Board.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Prepared by — Date: 10/3/2023

Department Director — Date: 10/3/2023

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

City Council Meeting **I. 5.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 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

2. I move City Council approval of 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.

RECOMMENDATION:

Staff recommends City Council approval of 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 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 February 21, 2023, City Council approved a Professional Services Agreement with Chambers Group, Inc. (Chambers) to prepare an Initial Study/Negative Declaration or Mitigated Negative Declaration environmental document for two (2) proposed reservoirs replacing the existing Sunset Reservoir (Project). The installation of the proposed reservoirs requires a permit from the California Water Board Division of Drinking Water (DDW), which requires an Initial Study/Negative Declaration or Mitigated Negative Declaration (IS/ND or MND) environmental document.

Chambers has been working diligently and has made significant progress on the environmental document. However, the environmental document will not be completed prior to the agreement deadline of October 31, 2023. At the beginning of the Project, Chambers was delayed as the City finalized acquisition of the property under study. Therefore, staff recommends a First Amendment to the Agreement that extends the contract termination date to March 29, 2024. This is the only proposed agreement revision.

Approval of the First Amendment to the Professional Services Agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) since it will not have any 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
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

A. First Amendment to Chambers Group, Inc. Agreement
B. Executed Agreement with Chambers (Reference Only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional services for the preparation of an Initial Study/Negative Declaration or Mitigated Negative Declaration environmental document for the Sunset Reservoir site services ("Agreement"), dated February 21, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Chambers Group, Inc., a California corporation ("Consultant"), is made and entered into this 17th day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of the Agreement to extend the date for termination of the Services to March 29, 2024;

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

AGREEMENT

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

"4.2 Consultant shall complete the Services by March 29, 2024, unless the Services are terminated earlier as provided for herein."

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 17, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

CHAMBERS GROUP, INC.

By: _____
Michael McEntee, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Initial Study/Negative Declaration, or Mitigated Negative Declaration for the Sunset Reservoir site ("Agreement") is made and entered in this 21st day of February, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Chambers Group, 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 Initial Study/Negative Declaration, or Mitigated Negative Declaration for the Sunset Reservoir site 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 October 31, 2023, 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 Compensation:

Total compensation for Consultant's performance of the Services shall not exceed the amount of Sixty-Five Thousand Two Hundred Thirty-Four Dollars and Fifty Cents ($65,234.50). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Michael McEntee, President
Chambers Group, Inc.
5 Hutton Centre Drive, Suite 750
Santa Ana, CA 92707
mmcentee@chambersgroupinc.com
Phone: (949) 261-5414
Fax: (866) 261-3100

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

By: _____
Eddie Tejeda, Mayor

CHAMBERS GROUP, INC.

By: _____
Michael McEntee, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to preparing and completing the Initial Study/Negative Declaration or Mitigated Negative Declaration (Project) proposed temporary reservoir located at the Sunset Reservoir site.

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

Task 1 – Project Management

The Consultant shall be prepared to meet with representatives from the City at a Project Initiation/Kick-Off Meeting to define project goals and objectives, outline project and management approach, identify roles and responsibilities, confirm scope and schedule, and verify the appropriate CEQA documentation needed; as well as receive any previously prepared technical reports, and address the needed technical studies described above. The Consultant shall also survey the project site and the immediate surrounding area and make a photographic record to document the existing conditions.

The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the environmental documents. The Consultant shall update the project schedule monthly. The Consultant shall submit monthly status reports providing an overview of progress made and tasks to be accomplished the following month. The Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

The Consultant shall ensure full coordination with City staff and be responsive to any email and telephone discussions. The Consultant shall be in weekly contact with the City to ensure a timely City review of deliverables. The Consultant shall work with all stakeholders in a responsible manner.

The Consultant shall consult with the responsible agencies to discuss potential environmental impacts and mitigation measures for the reservoir project. Responsible agencies are expected to include but not necessarily limited to California Department of Public Health, California Department of Fish and Game (CDFG), Division of Drinking Water, and any other agencies that may be identified as responsible agencies during the California Environmental Quality Act (CEQA) process.

Task 2 – Resource Documents and Data Review

The Consultant shall review the available project-related data and reports provided by the City, including record drawings, shop drawings, geotechnical reports, past investigation reports, and repair or improvement plans. Following the review of existing data, any gaps in the data and recommendation for correcting the gaps shall be discussed with the City. The Consultant shall work closely with the City to determine what additional data must be collected in support of the

CEQA document being prepared. The Consultant shall also conduct interviews with appropriate City engineering and operations staff.

Task 3 – IS/MND

Task 3.A – Administrative Draft IS/MND

The Consultant shall develop a comprehensive description for the Project that will form the basis for the analysis of the potential impacts on the environment, based on the information provided by the City. The project description shall include a narrative and graphical presentation of the Project, including components, location and boundaries, and regional and vicinity maps. The Consultant shall utilize the information gathered in the technical studies to expedite the preparation of the project description.

The Consultant shall prepare an Initial Study (IS) Checklist to confirm the appropriate level of CEQA documentation for this Project and provide any relevant information that may be useful for scoping purposes. In compliance with CEQA Section 15063, the IS will contain the following, in brief form:

- A description of the Project, including the location of the Project;
- An identification of the environmental setting;
- A preliminary identification of environmental effects by use of a checklist, matrix, or other method, with some evidence to support the entries; and
- A preliminary discussion of the ways to mitigate the significant effects identified; if any.

The environmental factors outlined in the CEQA checklist include:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions (GHG)
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mandatory Findings of Significance
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources (TRCs)
- Utilities and Service Systems
- Wildfire

The Consultant shall closely follow and advise regulatory, legislative, and legal changes in CEQA practice. As such, the Consultant shall have amended their standard IS template to include the proposed revisions to Appendix G of the CEQA Guidelines as proposed by the Office of Planning and Research (OPR) and the California Natural Resources Agency.

The Consultant shall identify issue areas where no impacts or less than significant impacts would result from the Project. Technical analyses shall be conducted for resource areas that may have

an impact from the Project such as air quality, GHGs, and noise. Additional focus shall be given to impacts on aesthetics regarding consistency with the surrounding area and land use and planning.

Deliverables: One (1) electronic Portable Document Format (PDF) and/or Word copy of the Administrative Draft IS.

Task 3. B: Preliminary Draft Initial Study (IS)/MND

After receipt of one set of integrated comments on the administrative draft IS from the City, the Consultant shall revise the IS accordingly. In addition to the IS, the Consultant shall provide a recommendation for the appropriate level of CEQA documentation. This recommendation shall be a Negative Declaration (ND), a Mitigated Negative Declaration (MND), or an Environmental Impact Report (EIR). The IS shall be used as a guide in the decision as to the appropriate environmental documentation to prepare for the project.

If one or more significant impacts are identified during the IS process, including the results from the prepared technical studies, an MND shall be prepared.

The following is a list of the required contents of a MND:

- Brief description of the project;
- Location of the project (preferably shown on a map);
- Name of the project proponent;
- Finding that the project will not have a significant effect on the environment;
- Mitigation measures included in the project to avoid potentially significant effects; and
- A copy of the IS.

Based on CEQA defined significance criteria, the Consultant shall determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance.

Deliverables: One (1) hard copy and one (1) Compact Disk (CD) containing an electronic copy of the IS if requested, one (1) electronic copy of the PDF for City review.

Task 3.C: Technical Analyses

Task 3.C.1: Biological Reconnaissance Survey and Report

The Consultant shall conduct a desktop survey to determine if there are any records of listed and/or sensitive plant and wildlife species and communities occurring on or in the immediate vicinity of the project site. This task shall include a review of the California Natural Diversity Database (CNDDB), California Native Plant Society's Electronic Inventory (CNPSEI), and the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) Maps and Sensitive Species Occurrences, blue-line drainages, United States Department of Agriculture (USDA) Natural Resources Conservation Service soil survey maps, and historical aerial

photographs of the Project area. A study area map shall be created to identify the area to be analyzed in the report.

The Consultant shall conduct a reconnaissance-level survey of the biological resources in the survey area. The Consultant shall document the presence of common and sensitive biological resources, both flora and fauna, in the project survey area. The field survey shall focus primarily on determining the potential presence of federal- and state-listed or otherwise sensitive plant and wildlife species with potential to occur within the project site including southern California legless lizard (*Anniella stebbinsi*), and orange-throated whiptail (*Aspidoscelis hyperythra*). Plant communities shall be mapped and include identifying native and/or ornamental trees that may require permitting for removal. Photographs shall be taken to document the current conditions of the survey area and immediate vicinity. Lists of all species of plants and animals observed during the survey shall be recorded. The Consultant shall assess the site for jurisdictional waters that may fall under the regulatory jurisdiction of the US Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act, Regional Water Quality Control Board (RWQCB) jurisdiction pursuant to Section 401 of the Clean Water Act, and California Department of Fish and Wildlife (CDFW) jurisdiction pursuant to Section 1602 of the Fish and Game Code.

The Consultant shall prepare a Biological Technical Report that will include an introduction, methods used to conduct the surveys, results of the existing conditions of biological resources within the survey area, a discussion of sensitive species and plant and wildlife communities, and references cited. The report shall include a discussion of the potential for sensitive species to occur within the survey area and the adjacent habitat. The report shall include current photographs and maps documenting existing site conditions and the locations of any sensitive and listed species occurring, or potentially occurring, at the site. The report shall also discuss any waters or riparian habitats that may occur within the project site. In addition, the report shall identify potential mitigation measures to reduce impacts as a result of Project activities.

The report shall include up to five (5) graphics including a vicinity map, biological resources map, and photographs of the site. The report shall contain up to twenty-five (25) pages of text and tables and up to ten (10) pages of appendices. Plant and wildlife species lists observed during the survey shall be included as appendices to the report. One (1) electronic copy of the Biological Technical Report shall be provided for review within three (3) weeks of completing the survey. The Consultant shall incorporate one (1) round of comments into the final report within one (1) week of receiving comments on the draft report. Electronic copies of the final report shall be submitted.

Deliverables: One electronic copy of the Biological Technical Letter Report within 3 weeks of the completion of the survey.

Task 3.C.2: Air Quality, GHG, and Noise Analysis

The Consultant shall provide the following services segmented into tasks for this study effort:

Air Quality & GHG Emissions Technical Memo

The Consultant shall:

- Provide the Project location and nearby sensitive receptors and a project description.
- Identify applicable federal, state, and South Coast Air Quality Management District (SCAQMD) rules and regulations and current attainment status of federal and state standards, and current SCAQMD attainment plans.
- Identify the existing air quality setting in the area and obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board (CARB) data sources. Data shall be obtained for air pollutants, including ozone, nitrogen dioxide (NO2), and particulate matter (PM10 and PM2.5).
- Identify SCAQMD thresholds of significance for the criteria pollutants and GHG emissions.
- Provide a project consistency analysis with the SCAQMD's Air Quality Management Plan (AQMP). The consistency analysis shall determine if the Project will contribute to air quality violations and if it will comply with AQMP control measures.
- Evaluate and quantify regional criteria pollutant and GHG emissions associated with each phase of construction activities for the Project utilizing the California Emissions Estimator Model® (CalEEMod) and construction assumptions provided by the City. Compare the Project's construction-related regional criteria pollutant emissions to the SCAQMD thresholds. If significant emission levels are found to be created from construction activities, feasible mitigation shall be developed and quantified.
- Evaluate local NOx, CO, PM10, and PM2.5 emissions at the nearby homes from each phase of construction activities for the Project utilizing SCAQMD's Lookup Tables and the methodology described in Localized Significance Threshold Methodology, prepared by SCAQMD, July 2008. If significant local pollutant emission levels are found to be created from construction activities, feasible mitigation will be developed and quantified.
- Provide a qualitative analysis of the construction-related toxic air contaminant (TAC) impacts from the Project and detail how due to the limited duration of construction activities that the cancer and non-cancer risks would be less than significant.
- Provide a qualitative operational emissions analysis that details how the operation of the proposed water tank would be passive and would not typically create any air emissions.
- Provide a qualitative odor analysis from construction and operation of the proposed project. The odor analysis shall identify the potential sources of odors and the number of variables that can influence the potential for an odor impact as well as providing detail of what constitutes a significant odor impact.
- Compare the construction related GHG emissions to the SCAQMD's threshold of 3,000 metric tons of CO2e per year. If the GHG emissions exceed any applicable thresholds, provide mitigation to reduce the GHG emissions to less than significant.
- Utilize the results of the above tasks to develop responses to each of the air quality and GHG Emissions CEQA checklist questions.

Noise Technical Memo

The Consultant shall:

- Provide a Project description that details the project components, the Project location and nearby sensitive receptors.

- Detail fundamentals of noise that include noise source characteristics, noise propagation, and definition of decibels and other noise descriptors.
- Identify applicable noise and vibration regulations and thresholds of significance.
- Evaluate the existing noise environment and obtain two short-term (approximately 15 minute) noise measurements in order to determine the existing ambient noise conditions on the project site and at the nearby homes.
- Utilize the Federal Highway Administration's Roadway Construction Noise Model (RCNM) Version 1.1 to analyze potential noise impacts at the nearby homes from each phase of construction activities for the Project. Compare the results to the applicable City noise standards. If necessary, develop mitigation to minimize the noise impacts from construction activities at the nearby sensitive receptors.
- Analyze potential vibration impacts associated with construction activities through application of the methodology used in the Transportation- and Construction-Induced Vibration Guidance Manual (Vibration Guidance Manual), prepared for Caltrans.
- Provide a qualitative operational noise analysis that details how the operation of the proposed water tank would be passive and would not typically create any noise.
- Prepare a noise impact analysis documenting the results of the study and provide responses to each of the noise-related CEQA checklist questions.

Assumptions:

- The Project shall include the review of one set of governmental agency comments, whether verbal or written, and revision of the memos (if necessary). If responses are required for additional governmental agency comments, the responses and revision of the memos shall be billed on a time-and-material basis.
- If public hearings/meetings are required and requested, attendance at meetings or hearings shall be billed on a time-and-material basis.

Task 3.C.3: Cultural Resources Assessment

Records Search Requests/Literature Review

- The Consultant shall conduct a cultural resources desktop study. The study shall include an extensive literature review, including a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the appropriate Information Center (IC). The records search shall be conducted by IC staff and review relevant previously recorded cultural resources and previous investigations completed for the half-mile search radius surrounding the Project site. Information to be reviewed shall include location maps for all previously recorded cultural resources, previously conducted investigation boundaries, National Archaeological Database (NADB) citations and copies for associated reports, historic maps, and historic addresses. The Consultant shall also review properties listed on/as the California Points of Historical Interest (CPHI), California Historical Landmarks (CHL), California Department of Transportation (Caltrans) Historic Highway Bridge Inventory, California Historical Resources Inventory, local city and county registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). Additional sources of information that may be reviewed include but are not limited to Certified Local Government annual reports and other data, Historic American

Buildings Survey/Historic American Engineering Record (HABS/HAER) records, the National Register Information System, the on-line database for National Register sites, Calisphere Digital Resources, Online Archive of California, General Land Office Plat Maps, Sanborn Fire Insurance Maps, local historical societies and libraries, as well as inventory files and data on-file with other agencies that control property near the area. The task shall also include a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps (i.e., Sanborn Fire Insurance Maps, General Land Office Plat Maps). A paleontological records search shall also be completed for the half-mile search radius surrounding the Project site by the relevant Natural History Museum.

- In addition to the above research, a request that the Native American Heritage Commission (NAHC) shall be submitted for a review of their Sacred Land Files (SLF). This search is intended to identify if any resources important to Native Americans have been recorded within the Project site and surrounding vicinity. The NAHC will provide the results and a list of affiliated tribal representatives to contact for additional information. The Consultant shall provide the results of the NAHC SLF search and list of tribes directly to the City upon receipt and they shall also be captured in the associated cultural resources report.

Field Survey

The Consultant shall complete a field survey of the Project area. The cultural resources survey shall be conducted in accordance with the professional standards as described by the National Parks Service, Secretary of Interior's Standards and Guidelines, as amended, for Archaeology and Historic Preservation. The Consultant shall survey the entire proposed Project area for the presence of:

- Prehistoric artifacts (e.g., flaked stone tools), stone milling tools, tool-making debris, historic artifacts (e.g., metal, glass, ceramics), sediment discoloration (ex. midden, hearth features), depressions and other features indicative of the former presence of structures or buildings (e.g., post holes, foundations), historic ruins, buildings, structures, and/or objects.

One (1) simple cultural resources may be identified during survey and require in-field, and post-field documentation.

Cultural Resources Report

The Cultural Resources Report shall be prepared according to Archaeological Resource Management Report (ARMR) Guidelines and California State Historic Preservation Office (SHPO) Guidelines, and detail the methods used, describe the results of the records search and literature review, survey, and include any related recommendations. The report shall contain up to thirty (30) pages of text, graphics, and appendices. The report shall also discuss the paleontological sensitivity of the Project site, as well as, addressing the results of the NAHC SLF records search.

AB 52 Tribal Consultation Support

The Consultant shall prepare and send Request to Consult Letters to the list of tribes in which the City has identified for notification under AB 52. This task shall provide support to the City

including, but not limited to, preparing and transmitting Request to Consult Letters to respective tribes; support with consultation regarding the Project plans and potential impacts; conference calls with tribes; and/or development of mitigation measures, as appropriate. The Consultant shall prepare up to four (4) Request to Consult Letters, set up a total of four (4) separate conference calls with tribes, and coordinate the conclusion of consultation through emails. The Consultant shall also prepare a Tribal Consultation Summary Memo to outline the process and denote the conclusion of the consultation(s). Should any tribe request a site visit, or require further calls to conclude consultation, the City shall cover this expense and provide the tribe(s) an opportunity to visit the Project site.

Assumptions:

- The City shall provide the Consultant with confirmation on the Project footprint at the time of authorization or Notice to Proceed (NTP). This information shall not change once the Consultant has initiated the tasks above. All required records searches shall be submitted within one week of receipt of NTP.
- The Consultant shall bill the actual amount the institution charges to conduct the record search without a markup.
- This task does not currently include the issuance of NAHC Scoping Notification Letters to NAHC-listed points of contact to request information regarding the proposed Project site. These informal evidence gathering letters are not a substitute for government-to-government consultation by the City. If the SLF search returns positive results and/or the City requests that these notification letters be transmitted, a revised scope of work and cost may be necessary.
- The City shall coordinate with the current landowners, if necessary, to grant access to all properties within the Project area requiring survey. If access to restricted parcels is not available at the time of the scheduled survey, subsequent surveys may be required at additional time and costs.
- Should a Native American Monitor be required during survey of the proposed Project, the City shall address any associated costs, or a revised scope of work and cost may be necessary.
- This task assumes that up to one (1) cultural resource may be encountered during the field survey. Should any cultural resource be identified, this finding shall be discussed in the report and Department of Parks and Recreation (DPR) forms (archaeological site records) shall be prepared and included as a confidential appendix. If additional cultural resources are identified, and pending approval to record such items, a revised scope of work and cost may be necessary.
- The Consultant shall provide a draft report to the City for review within four (4) weeks after completion of the field survey.
- This task cost estimate assumes that only one (1) round of consolidated report comments from the City shall be received to be incorporated into the final document within two (2) weeks after draft review. If additional comments are received, a revised scope of work and cost for additional review may be necessary.
- This task does not include cultural or paleontological resources testing, data recovery, analysis, monitoring, or similar programs.
- This task includes the issuance of Request to Consult Letters under AB 52 to City-listed points of contact to offer receiving tribal groups an opportunity to request consultation.

The City shall prepare a list of Tribal Representatives who have previously expressed a desire to be notified when a project requires AB 52 consultation, and the City shall provide that list to the Consultant. The Consultant shall draft the Request to Consult Letter for the City to review and approve. Upon review and approval by the City, the Consultant shall support with drafting letters and transmit to all respective Tribal Representatives listed with the City. The number of contacts assumed in this scope of work is four (4) recipients.

- This task includes AB 52 consultation support with requesting tribal groups and includes time for up to four (4) meetings, up to one (1) hour duration respectively, with City Staff and tribal members in an online forum.
- This task includes a Tribal Consultation Summary deliverable provided within two (2) weeks of conclusion of the consultation, to capture the AB 52 process and denote the results.

Task 4: Additional CEQA Processing Assistance

The Consultant shall provide the City and other appropriate parties with additional CEQA processing assistance on a time and materials (T&M) basis following submittal of the revised Administrative Draft IS/ND or MND to the City. An initial budget of forty (40) hours shall be included to assist the City in responding to comments from pertinent agencies on the Administrative Draft IS/ND or MND. Tasks could include, but are not limited to, meetings with the City, DDW staff or others, preparing all required CEQA notices (i.e. Mitigation Monitoring and Reporting Program [MMRP], preparing and filing the Notice of Determination [NOD], etc.) for this Project.

Task 5: Prepare Responses to Comments

Based upon comments received from public review, responses to the comments shall be prepared. A draft of these responses shall be provided to the City. Up to twenty-five (25) comments on the IS/MND are assumed, with responses requiring minimal further investigation or studies. These responses shall be provided to the City as a separate Responses to Comments document. Upon receipt of the City's comments, the Consultant shall finalize the responses to comments. Responses to public agency comments shall be mailed by the City.

Task 6: Final IS/MND

The Consultant shall submit a Final IS/MND, comments and responses to the Draft, MMRP, and other necessary CEQA documents to the City. The City shall submit the CEQA documents to DDW with the permit application.

The NOD is filed following the City Council decision to carry out or approve the Project for which the MND has been prepared. The Consultant shall prepare the NOD. The City shall file the NOD with the State Clearinghouse and the County Clerk. The City shall be responsible for CDFW filing fees, if necessary.

Deliverables: MMRP incorporated into Final MND, an electronic PDF copy of the NOD.

Task 7: Meetings

In addition to the Project kickoff meeting, The Consultant shall attend meetings or hearings as directed by the City, with respect to the project's CEQA and permitting issues. This task provides for an initial budget of sixteen (16) hours. Additional meetings shall be provided on a T&M basis.

EXHIBIT "B"
PROJECT SCHEDULE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Task 1: Project Management & Initiation									
Task 2: Resource Documents & Data Review									
Task 3A: Administrative Draft IS/MND									
Task 3B: Preliminary Draft IS/MND									
Task 3C: Technical Studies									
Task 3.C.1: Biological Resources Assessment									
Task 3.C.2: Air Quality, GHG, and Noise Analysis									
Task 3.C.3: Cultural Resources Assessment									
Task 4: Additional CEQA Processing Assistance									
Task 5: Prepare Responses to Comments									
Task 6: Final Initial Study/Mitigated Negative Declaration									
Task 7: Meetings									

EXHIBIT "C"
FEE SCHEDULE

City of Redlands Professional Services for Initial Study/Negative Declaration or Mitigated Negative Declaration	
Item	**Price**
Task 1: Project Management & Initiation	
	$2,394.00
Task 2: Resource Documents & Data Review	
	$2,505.00
Task 3A: Administrative Draft IS/MND	
	$14,516.00
Task 3B: Preliminary Draft IS/MND	
	$5,616.00
Task 3C: Technical Studies	
Task 3.C.1: Biological Resources Assessment	
	$7,239.00
Task 3.C.2: Air Quality, GHG, and Noise Analysis	
	$6,279.00
Task 3.C.3: Cultural Resources Assessment	
	$10,098.50
Task 4: Additional CEQA Processing Assistance	
	$5,472.00
Task 5: Prepare Responses to Comments	
	$5,624.00
Task 6: Final Initial Study/Mitigated Negative Declaration	
	$2,816.00
Task 7: Meetings	
	$2,675.00
TOTAL	**$65,234.50**

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.

CHAMBERS GROUP, INC.

By: _____ Date: 2/14/23
Michael McEntee, President

City Council Meeting **I. 6.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 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.

RECOMMENDATION:

Staff recommends City Council approval of the First Amendment to the Public Works Contract with the 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.

DISCUSSION:

On April 18, 2023 City Council approved a Public Works Contract with Matich Corporation to construct the PMP 2022 Street Resurfacing Project (Project) for an amount not-to-exceed $4,970,068. The Project includes resurfacing approximately thirty-seven (37) lane miles of streets, selective replacement of curb and gutter, and striping.

Due to the lengthy Caltrans permit approval process, and conflicts with various under construction utility projects within the project area, it is necessary to

extend the contract duration to successfully complete the project. Therefore, 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 two hundred fifteen (215) calendar days to December 16, 2023. 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:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

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

Attachments

A. First Amendment to Matich Public Works Contract
B. 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 PMP 2022 Street Resurfacing Project dated April 18, 2023 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Matich Corporation, a California corporation ("Contractor"), is made and entered into this 17th day of October 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 two hundred fifteen (215) calendar days of the contract to December 16, 2023, and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's PMP 2022 Street Resurfacing Project, Project No. 211006;

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 two hundred fifteen (215) 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 17th day of October 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

MATICH CORPORATION

By: _____
Jason G. Jones, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 18th day of April, 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 Matich Corporation, a California Stock 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: PMP 2022 Street Resurfacing Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's PMP 2022 Street Resurfacing Project, Project No. 211006 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor four million nine hundred seventy thousand sixty-eight dollars ($4,970,068) 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 fifty (150) 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 one thousand dollars ($1,000) 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 one thousand dollars ($1,000) 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)

Matich Corporation
Name of Contractor

By: _____
Signature of Authorized Agent

Jason G. Jones, Vice President
Title

_____
Signature of Authorized Agent (if necessary)

Jake Reade, Vice President - Operations
Title

149783 / A & B
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
PMP 2022 Street Resurfacing Project
Project No. 211006

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 10th day of April, 2023.

Matich Corporation
(Contractor)

(Signature)

Jason G. Jones, Vice 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.)

Bond No. 024267743
Premium: $28,593.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Matich Corporation (hereinafter designated as "Principal") have entered into an agreement dated April 18, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as PMP 2022 Street Resurfacing Project, Project No. 211006 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal _ Matich Corporation and, as*Surety, are held and firmly bound unto the City in the penal sum of four million nine hundred seventy thousand sixty eight dollars ($4,970,068) 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.

* Liberty Mutual Insurance Company

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

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

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

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

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

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

mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

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

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

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

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

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on April 11, 2023.

(SEAL)

Matich Corporation

(Contractor)

(Signature)

(SEAL)

Liberty Mutual Insurance Company

(Surety)

BY: Leigh McDonough

(Signature)

Leigh McDonough, Attorney-in-Fact

Address: 790 The City Drive South, Suite 200

Orange, CA 92868

Telephone (714) 634-5719

(Seal and Notarial Acknowledgment of Surety)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of SAN BERNARDINO }

On 4/12/2023 before me, G.M.Bernal Kleespies Notary Public,
(Here insert name and title of the officer)

personally appeared JASON G JONES,
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.

G. M. BERNAL KLEESPIES
COMM. #2356450
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. MAY 4, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On APR 11 2023 before me, Heather Rose Saltarelli, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Leigh McDonough,
Name(s) of Signer(s)

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

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.

HEATHER ROSE SALTARELLI
Notary Public - California
Orange County
Commission # 2409440
My Comm. Expires Jul 27, 2026

Signature Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207497-977460**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James Schaller; Jeri Apodaca; Kim Luu; Leigh McDonough; Maria Guise; Michael D. Parizino; Rachelle Rheault; Reece Joel Diaz; Rhonda C. Abel

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of APR 11 2023, _____

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Bond No. 024267743
Premium Included in
Performance Bond

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Matich Corporation (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated April 18, 2023, and identified as PMP 2022 Street Resurfacing Project, Project No. 211006 is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of four million nine hundred seventy thousand sixty eight dollars ($4,970,068) 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 April 11, 2023.

(SEAL)
Matich Corporation
(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)
Liberty Mutual Insurance Company
(Surety)
BY: Leigh McDonough
Leigh McDonough,(Signature) Attorney-in-Fact
Address: 790 The City Drive South, Suite 200
Orange, CA 92868
Telephone: (714) 634-5719

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of SAN BERNARDINO }

On 4/12/2023 before me, G.M.Bernal Kleespies Notary Public,
(Here insert name and title of the officer)

personally appeared JASON G JONES,
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.

G. M. BERNAL KLEESPIES
COMM. #2356450
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. MAY 4, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIAL BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On APR 11 2023 before me, Heather Rose Saltarelli, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Leigh McDonough,
Name(s) of Signer(s)

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

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.

HEATHER ROSE SALTARELLI
Notary Public - California
Orange County
Commission # 2409440
My Comm. Expires Jul 27, 2026

Signature Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207497-977460**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James Schaller; Jeri Apodaca; Kim Luu; Leigh McDonough; Maria Guise; Michael D. Parizino; Rachelle Rheault; Reece Joel Diaz; Rhonda C. Abel

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of APR 11 2023, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

City Council Meeting **I. 7.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 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.

RECOMMENDATION:

Staff recommends City Council approval of 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.

DISCUSSION:

On January 17, 2023, City Council approved a Public Works Contract with Tryco General Engineering to construct the 2022 CIP Water Pipeline Replacement Project (Project) for an amount not-to-exceed $4,744,111. This project will replace approximately 18,000 linear feet of deteriorating water pipeline throughout the City. The work also includes installation of water services, valves, fire hydrants, etc.

Due to the lengthy project material lead times, lengthy external agency permit approval processes, and several weeks of delays due to utility conflicts, Tryco General Engineering has notified staff that the Contract completion time is inadequate. Therefore, staff recommends a Contract amendment to increase the time for completion by sixty (60) calendar days, resulting in a revised time for completion of two hundred forty (240) calendar days ending December 13, 2023. 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:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

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

Attachments

A. First Amendment to Tryco Public Works Contract
B. 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 CIP Water Pipeline Replacement Project dated January 17, 2023 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Tryco General Engineering, a California corporation ("Contractor"), is made and entered into this 17th day of October 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 within two hundred forty (240) calendar days to December 13, 2023, and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's 2022 CIP Water Pipeline Replacement Project, Project No. 501062;

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 two hundred forty (240) 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 17th day of October 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

TRYCO GENERAL ENGINEERING

By: _____
Sylvan Kirtley, Secretary

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of January 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 Tryco General Engineering (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 Water Pipeline Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2022 CIP Water Pipeline Replacement Project, Project No. 501062 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of four million seven hundred forty-four thousand one hundred eleven dollars ($4,744,111) 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 eighty (180) 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.

[SIGNATURES ON NEXT PAGE]

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)

Tryco General Engineering
Name of Contractor

By: _____
Signature of Authorized Agent

Sylvan Kirtley, Secretary
Name, Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

960285
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2022 CIP Water Pipeline Replacement Project
Project No. 501062

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 12 day of January, 2023.

Tryco General Engineering
(Contractor)
Sylvia Kirtley
(Signature)
Secretary
(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

2023

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in the City of Redlands, California Only"

Business Name	TRYCO GENERAL ENGINEERING		
Business Location	25499 Redlands Blvd #113 Loma Linda, Ca 92354-2008	**Business Type**	Contractor- General
Business Owner(s)	TRY KIRKLEY	**Description**	GENERAL ENGINEERING CONTRACTOR

TRYCO GENERAL ENGINEERING
PO BOX 391
RIMFOREST, CA 92378

Certificate Number: 08116604
Effective Date July 01, 2022
Expiration Date June 30, 2023

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.

TRYCO GENERAL ENGINEERING:

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

HD11104B
4000000240 240/1

TRYCO GENERAL ENGINEERING
PO BOX 391
RIMFOREST CA 92378-0391

Certificate Number: 08116604

Date of Issue: 07/01/2022

City Council Meeting **I. 8.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $22,671 related to the Kiwanis Christmas Parade hosted by the Kiwanis Club of Redlands; approve the request to close East Citrus Avenue, 8th Street, Orange Street, Eureka Street, West State Street, and Brookside Avenue for the event on December 2, 2023; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that 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; and

2. I move to authorize and approve a request for in-kind support in the amount of $22,671; and

3. I move to authorize the temporary closure of East Citrus Avenue, 8th Street, Orange Street, Eureka Street, West State Street, and Brookside Avenue, on December 2, 2023.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the request for the event is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary street closures of East Citrus Avenue, 8th Street,

Orange Street, Eureka Street, West State Street, and Brookside Avenue, on December 2, 2023, for the event. Additionally, staff recommends that the City Council direct staff accordingly concerning the request for in-kind support.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon 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 Kiwanis Club of Redlands has requested the use of the downtown area for their annual Christmas Parade event to be held on December 2, 2023, from 6:00 p.m. to 9:00 p.m. with a rain-out date of December 9, 2023. The Kiwanis Club is requesting in-kind support and departmental resources, including personnel, services and equipment from the Facilities & Community Services and Police Departments, in the amount of $22,671 for the 2023 annual Kiwanis Christmas Parade. The Kiwanis Club is a registered non-profit organization operating out of the City of Redlands and has held the Kiwanis Christmas Parade event locally since 1990. According to the submitted application, this year's event is anticipated to host 35,000 people within the downtown area.

The event is exempt from the requirements of the California Environmental Quality Act’s 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 facilites designed for public use.

ALTERNATIVES:

The City Council may deny the request.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year:	2023/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$22,671.00
Budgeted Y/N:	N
Account No.:	101303

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 Personnel1	$19,020.00	Hard Cost	$19,020.00
Fire Personnel1	$0	Hard Cost	$0
FCS Personnel1	$2,625.00	Hard Cost	$280.00
Street Sweeping	$240.00	Soft Cost	$200
FCS Equipment	$692.00	Soft Cost	$0
Personnel & Equipment Subtotal	**$22,577.00**		**$19,500.00**
Fees Established by City Council Resolution			
Ed Hales Park Reservation	$94.00	Soft Cost	$94.00
Fees Subtotal	**$94.00**		**$94.00**

Total Departmental Charges and Fees	**$21,645.00** (hard) **$1,026.00**(soft)		**$19,594.00**
	$22,671.00 (Total)		

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

The following table summarizes the total estimated costs associated with the use of city resources and 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
$83,077.00	$6,018.00	$0	$89,095.00	$89,095.00

Attachments

In-kind Request
Verification of Non-Profit
Kiwanis Christmas Parade Street Closure
Parade Route

City of Redlands *In-Kind Support Request*

Event Name: Kiwanis Christmas Parade

Event Date(s): Dec 2, 2023 **Location(s):** Downtown Redlands

Rain Out Date: Dec 9, 2023 **Beginning Time:** 6 PM **End Time:** 9 PM

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.

Annual Christmas Parade

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* 145
- [x] Police (*Public Safety Personnel)* 7 CSO + 2 Motor Officers
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

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

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

- [x] Other PG 17

Group/Organization Name: The Kiwanis Club of Redlands, Noon

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1702793

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: Dr Mike Kuhn, Chair

Mailing Address: PO BOX 1102, REDLANDS, CA 92373

Phone Number: 909-496-9061 **E-Mail Address:** mkuhn@llu.edu

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

Recognition from the community for our organization hosting this annual event and will lead to new members.

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

Exposure of our great community to others, exposing schools, churches, restaurants and our community.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	both = 35,000	both = 35,000	0
Attendance: Non-Residents	both = 35,000	both = 35,000	0
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	$35-50	$35-$50	0
Other			0
Total Revenue	$7,500 Approx	$7,500 Approx	0

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

Signature: _____ **Title:** Co-chair

Please Print Your Name: Justin Bouzane **Date:** 8/26/2022

To Be Completed by the City of Redlands

Date Received: _____ **Received By:** _____

Notes: _____

City Manager Approval: City Council Approval:

KIWANIS CLUB OF REDLANDS K00749

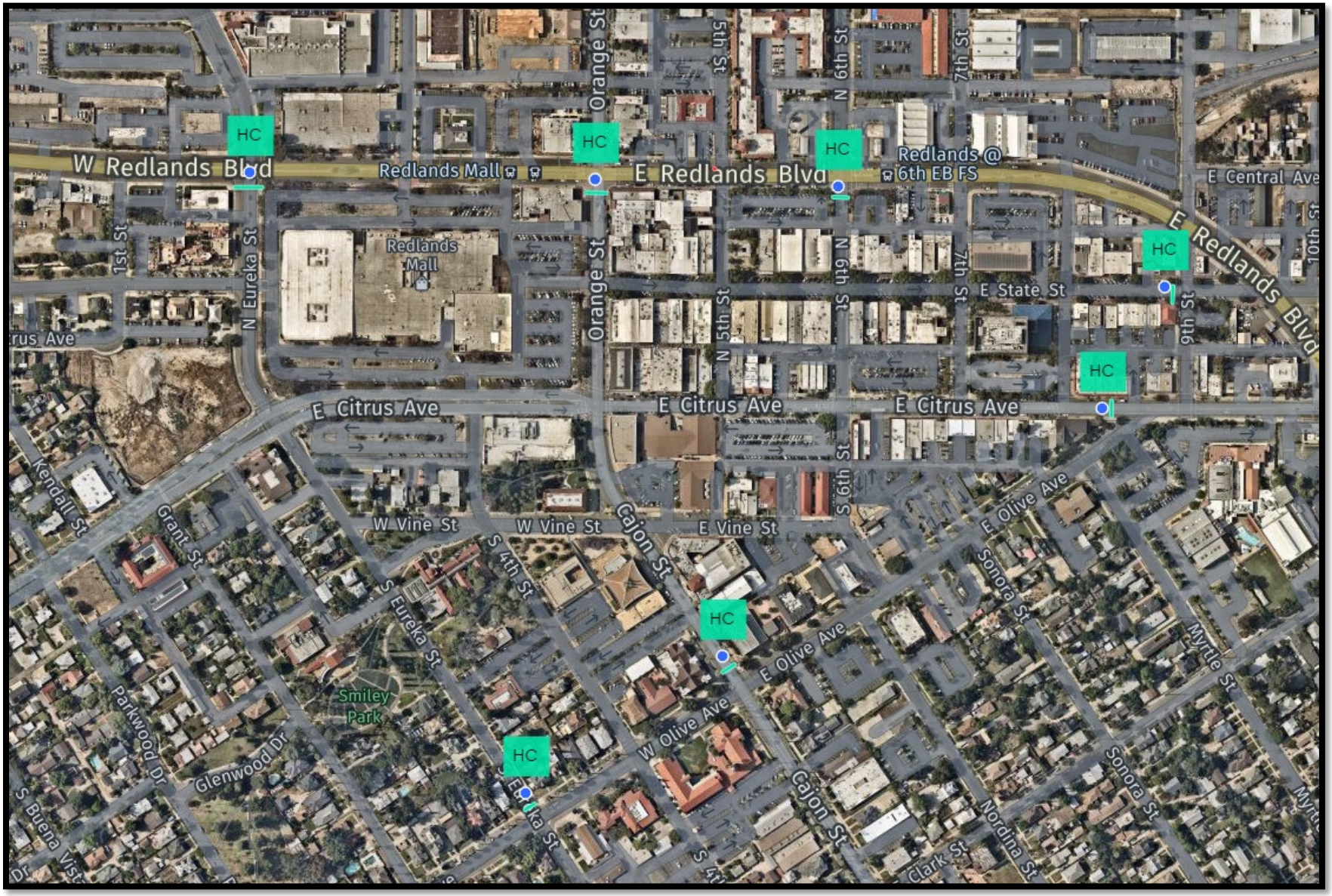
EIN: 95-1702793 | United States

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 2021 Form 990EO**
- **Tax Year 2019 Form 990EO**
- **Tax Year 2018 Form 990EO**
- **Tax Year 2017 Form 990EO**
- **Tax Year 2016 Form 990EO**

Kiwanis Christmas Parade Hard Closure Map



Redlands Christmas Parade
Quiet Zone. No horns, no music.
All entrance cease noise.
Exit - Bands
Exit - All Other Participants
8TH ST
7TH ST
6TH ST
5TH ST
1ST ST
CITRUS AVE
ORANGE ST
REDLANDS BLVD
3RD ST
ORIENTAL AVE
STATE ST
KENDALL ST
SAN GORGONIO DR
BROOKSIDE AVE
PINE AVE
EUREKA ST
GRANT ST
PARKWOOD DR
VINE ST
SONORA ST
NORDINA ST
CAJON ST
MYRTLE ST
The Annex
Smiley Library
Smiley Park

City Council Meeting **I. 9.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request to close East San Bernardino Avenue for the Revel Big Bear Marathon event hosted by the Brooksee Foundation on November 18th, 2023; authorize the request for the sale and consumption of alcoholic beverages on East San Bernardino Avenue at Dearborn Street during the event, and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that 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;

2. I move to authorize 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.

RECOMMENDATION:

Staff recommends that City Council approve the temporary street closure of East San Bernardino Avenue from Dearborn Street to Wabash Avenue on November 18th, 2023 for the Revel Big Bear Marathon event. Staff further recommends that the City Council provide staff direction regarding the request for the sale and consumption of alcoholic beverages and determine that approval

of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (CEQA).

DISCUSSION:

The Brooksee Foundation, in partnership with Revel Races, will be hosting the Big Bear Marathon/Half-Marathon on November 17th and 18th 2023. The marathon and half-marathon begins in Angelus Oaks and ends in Redlands along East San Bernardino Avenue adjacent to the Redlands Sports Park. The Brooksee Foundation is requesting to temporarily close East San Bernardino Avenue from Wabash Avenue to Dearborn Street for the event and permission to serve and sell alcohol. The Brooksee Foundation serves one beer to each race participant as a courtesy, and gives the option to purchase additional beer for the participants only. Serving and selling alcohol at the event is scheduled on November 18th and will end no later than 1:00 p.m. The event road closure is being requested to occur between 6:00 a.m. to 5:00 p.m.

The Redlands Municipal Code includes provisions that allow for the reservation of public areas by private parties. Staff's approval authority for the consumption of alcoholic beverages is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 adopted September 1, 2015. Therefore, City Council approval is required for the request for the sale and consumption of alcohol. The applicant shall also comply with requirements set by the Police Department, including payment for police staffing at the event.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311. Section 15311, 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.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Chris Boatman, Assistant City Manager

PREPARED BY:
Amber N. Davis, Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:

Pursuant upon the applicant paying all required fees and costs associated with police personnel, there is no fiscal impact associated with the approval of this event.

Attachments

ABC Permit Request
Street Closure Permit
Street Closure Map/ABC Diagram

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit http://www.abc.ca.gov/distmap.html

Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE

RECEIPT NUMBER

FEE
$

1. ORGANIZATION'S NAME: Brooksee Foundation

CONDITIONS REQUIRED ☐ Yes ☐ No

DIAGRAM REQUIRED ☐ Yes ☐ No

2. LICENSE TYPE (Check appropriate license type AND organization type)

a. ☐ **Daily General ($75.00)** *(Includes beer, wine and distilled spirits)*

- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☐ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Other:
- ☐ Fraternal Organization in Existence Over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

b. ☑ **Special Daily Beer & Wine ($50.00)**

☐ Charitable ☐ Fraternal ☐ Social ☐ Political ☑ Other: 501c3 Special Event
☐ Civic ☐ Religious ☐ Cultural ☐ Amateur Sports Organization

c. ☐ **Special Temporary License ($100.00)** *(Different privileges depending on statute)*

- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Nonprofit Corporation per Sections 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 Licenses, per Section**

License number _____ Amount $ _____

3. EVENT TYPE

☐ Dinner ☐ Dance ☐ Wedding ☐ Lunch ☐ Picnic ☐ Barbeque ☐ Social Gathering ☐ Festival
☑ Sports Event ☐ Concert ☐ Birthday ☐ Mixer ☐ Carnival ☐ Dinner Dance ☐ Other:

4. TOTAL # OF DAYS	5. ESTIMATED ATTENDANCE	6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION
1	3200	From 7:00 AM To 1:00 PM

7. EVENT DATE(S): November 18, 2023

8. EVENT IS OPEN TO THE PUBLIC ☑ Yes ☐ No

9. EVENT LOCATION (Give facility name, if any, street number and name, and city)
E. San Bernadino Ave (Between Dearborn & Wabash Ave)

10. LOCATION IS WITHIN THE CITY LIMITS ☑ Yes ☐ No

11. TYPE OF ENTERTAINMENT:

12. SECURITY GUARDS ☑ Yes ☐ No If yes, how many? 2

13. AUTHORIZED REPRESENTATIVE'S NAME: Tyler Monson

14. REPRESENTATIVE'S TELEPHONE NUMBER: 385-270-7467

15. REPRESENTATIVE'S ADDRESS
374 S 671 W, Pleasant Grove, UT 84062

16. ORGANIZATION'S MAILING ADDRESS (If different from #15 above)

17. AUTHORIZED REPRESENTATIVE'S SIGNATURE

18. DATE SIGNED: 8/5/2021

PROPERTY OWNER APPROVAL BY (Name), REQUIRED	PHONE NUMBER	PROPERTY OWNER SIGNATURE	DATE SIGNED
			7/25/2023
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE	**PHONE NUMBER**	**LAW ENFORCEMENT SIGNATURE**	**DATE SIGNED**
DISTRICT OFFICE APPROVAL BY (Name)		**ABC EMPLOYEE SIGNATURE**	**ISSUANCE DATE**

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above.

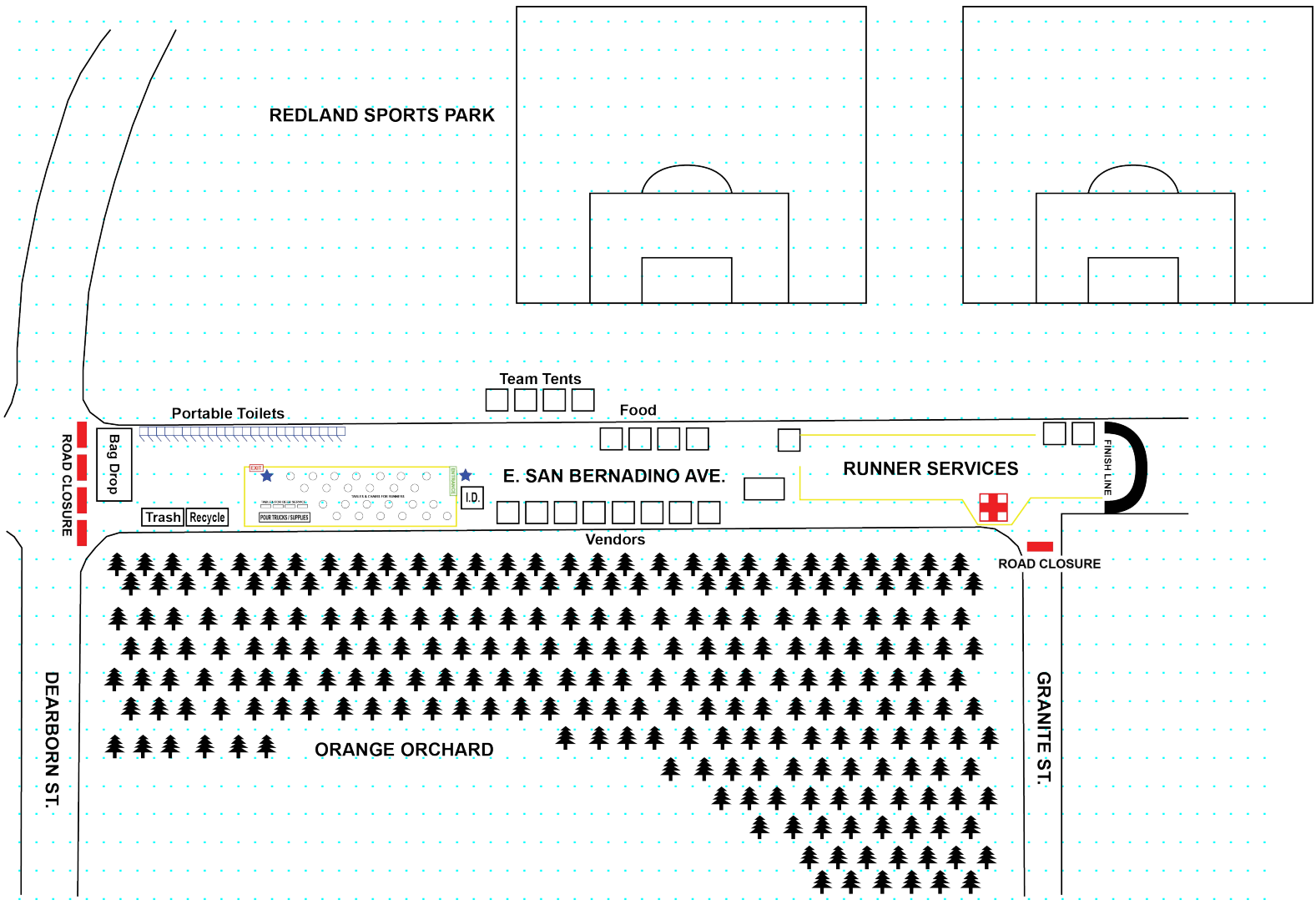
This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Monson, Tyler, Owen	Daily License
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
E. San Bernadino Ave. (Between Dearborn St. and Granite St.)	Dearborn / Granite

DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
	7/25/2023

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

CITY OF REDLANDS

APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE OF EVENT Marathon & Half Marathon

PROPOSED LOCATION E. San Bernadino Ave.

APPLICANT'S INFORMATION

ORGANIZATION'S NAME: Brooksee Foundation

CONTACT PERSON: Tyler Monson PHONE: 385-270-7467

ADDRESS 374 S 671 W, Pleasant Grove, UT 84062

EVENT INFORMATION

DATE OF EVENT 11/18/2023 HOURS 7:00 AM to 1:00 PM

NAME OF EVENT Revel Big Bear Marathon & Half

ARE FEES BEING CHARGED FOR EVENT? ☑ YES ☐ NO PRICE $90 - $140

ARE FEES BEING CHARGED FOR ALCOHOL? ☑ YES ☐ NO PRICE $5.00

TYPE OF ALCOHOL BEING SERVED? Beer Wine Distilled Spirits

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing the Brooksee Foundation and in consideration of being permitted to conduct the Event, agree that the members/participants of The Revel Big Bear Marathon & Half 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 Revel Big Bear Marathon & Half 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 Revel Big Bear Marathon & Half AND THAT I HAVE SIGNED THIS AGREEMENT ON

Date 7/25/2023 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.

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)

DEPARTMENT REQUIREMENTS

DEPARTMENT	REQUIREMENTS	FEES	APPROVAL SIGNATURE
QUALITY OF LIFE			☐ E-mail attached
POLICE DEPT			☐ E-mail attached
FIRE DEPT			☐ E-mail attached
MUED			☐ E-mail attached
RISK MANAGEMENT			☐ E-mail attached
	TOTAL FEES DUE:		

APPROVED _____ DENIED _____ DATE _____

_____ _____

AUTHORIZED SIGNATURE TITLE

Event: Revel Big Bear Marathon

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: Brooksee Foundation/Revel Big Bear

To close (street names) E. San Bernardino Ave

Between (street names) Wabash Ave & Dearborn St

On (date) 11/18/20 from (time) 6:00am am/pm to (time) 5:00pm am/pm

Address of Applicant: 374 S 671 West, Pleasant Grove, UT 84062

Signature of Applicant: _____ Phone No. (385) 270-7467

Condition(s): Requesting closure to setup finish line; approved in years past (recurring event)

Event Description: Revel Marathon Big Bear

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. _____ _____
   Land Use Engineering Division — Date

3. _____ _____
   Facilities & Community Services Department — Date

4. _____ _____
   Risk Management Division — Date

Staff Notes:

REDLAND SPORTS PARK
DEARBORN ST.
ROAD CLOSURE
Bag Drop
Trash
Recycle
Portable Toilets
ENTRANCE
I.D.
Team Tents
Food
E. SAN BERNADINO AVE.
Vendors
RUNNER SERVICES
FINISH LINE
ROAD CLOSURE
GRANITE ST.
ORANGE ORCHARD

City Council Meeting **I. 10.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support in the amount of $18,266 relating to the Redlands Veterans Day Celebration event hosted by the Redlands Hometown Heroes Foundation on November 11, 2023; approve the request to close E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd. for the event; authorize the request for the sale and consumption of alcoholic beverages in Jennie Davis Park during the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that 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; and

2. I move to authorize and approve a request for in-kind support in the amount of $18,266 relating to this event; and

3. I move to authorize the temporary closure of E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd., on November 11, 2023; and

4. I move to approve 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.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the request for the Redlands Veterans Day Celebration event at Jennie Davis Park is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary street closures of E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd. on November 11, 2023, for the event. Additionally, staff recommends that the City Council direct staff accordingly regarding the request for in-kind support and further recommends that the City Council provide staff direction regarding 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 Redlands Hometown Heroes Foundation (Foundation) has reserved Jennie Davis Park on Saturday, November 11, 2023, for the Redlands Veterans Day Celebration event to be held from 7:00 a.m. to 4:00 p.m.

The Foundation is also requesting approval to temporarily close E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd., for the parade as part of their event between the hours of 7:00 a.m. to 12:00 p.m. Additionally, they are requesting in-kind support in the amount of $18,266.00 for departmental resources including Police Personnel, and the reservation of Jennie Davis Park. The Redlands Hometown Heroes Foundation is a non-profit organization operating out of Redlands, CA. The American Legion Post No. 106 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 American Legion Post No. 106 is requesting permission to serve beer and wine at the event that will end no later than 4:00 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 and therefore the granting of this request is outside city staff's purview. The event is exempt from the requirements of the California Environmental Quality Act's

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 facilites designed for public use.

ALTERNATIVES:

The City Council may deny the request.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Director Facilities and Community Services

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

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

PREPARED BY:
Amber N. Davis, Administrative Assistant

Fiscal Impact

Fiscal Year:	2023/2024
Amount:	18,266.00

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]	$18,078.00	Hard Cost	$12,220.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$0.00	Hard Cost	$890.00
Personnel & Equipment Subtotal	**$18,078.00**		$13,110.00
Fees Established by City Council Resolution			
Park Reservation	$188.00	Soft Cost	$394.00
FCS Equipment	$	Soft Cost	
Fire Equipment	$	Soft Cost	
Fees Subtotal			
Total Departmental Charges and Fees	**$ 18,266.00**		$13,504.00
	$** 18,078.00 (Hard Cost) **$ 188.00 (Soft Cost) **$ 18,266.00 (Total)**		**$13,110.00** **$ 394.00** **$13,504.00**

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

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2022-23 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$124,750.14	$12,946.96	$	$137,697.10	$137,697.10

Attachments

ABC Permit Request
In-Kind Request
Verification of Non-Profit

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: VETERANS DAY PICNIC IN THE PARK

DATE OF EVENT: 11-11-23 HOURS: 8-5

LOCATION: JENNIE DAVIS PARK

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: RON JACKSON AMERICAN LEGION POST 106

CONTACT PERSON: RON JACKSON PHONE: 909-800-0734

EMAIL: ALLSTAR069@AOL.COM ADDRESS: 514 W. COLTON, REDLANDS CA

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☒ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☒ NO ☐ PRICE: 500

TYPE OF ALCOHOL BEING SERVED: BEER ☒ WINE ☒ DISTILLED SPIRITS ☐

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing AMERICAN LEGION POST 106 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' facilities.

The members/participants of HOMETOWN HEROS FOUNDATION 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 HOME TOWN HEROS FOUNDATION AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 9-7-23 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): _____

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

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.

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Hometown Hero Foundation	
Organization Mailing Address: P.O. Box 7709, Redlands, CA, 92375	

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 (Mark Yes, if the event is 100% virtual)
Nov. 11, 2022	1	8:00 AM To 4:00 PM	☐ Yes ☑ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
Redlands Blvd. & New York St., Redlands	Jennie Davis Park	☑ Yes ☐ No

Event Type	Type of Entertainment	Event Open to Public
☐Barbeque ☐Dinner ☐Sporting Event ☐Birthday ☐Festival ☐Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☐Other: ☐Dance ☑Picnic	Picnic in the park	☑ Yes ☐ No

Estimated Attendance	Security Guard If Yes, how many	Outdoor Event
1,000	☑Yes ☐No	☑ 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
Ron Jackson	909-800-0734	allstaro69@aol.com

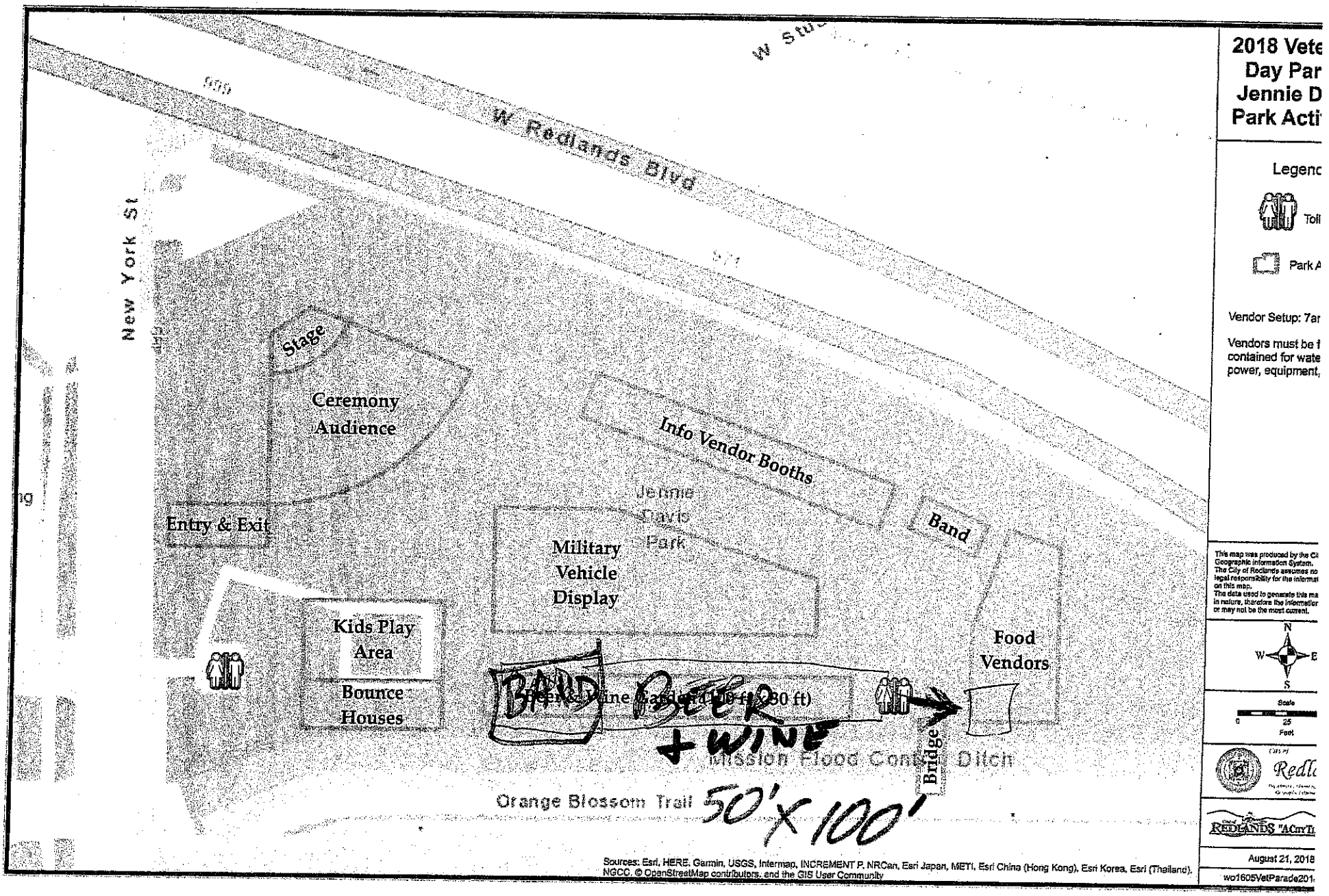
SECTION 4. SIGNATURES AND APPROVALS

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
Ron Jackson	909-800-0734	Ronald Jackson	9-7-23
Property Owner Approval By (Name) Required	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.**

JENNIE DAVIS PARK



City of Redlands *In-Kind Support Request*

Event Name: Redlands Veterans Day Celebration

Event Date(s): 11/11/2022 **Location(s):** Multiple

Rain Out Date: none **Beginning Time:** 7am **End Time:** 4pm

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.

Annual Veterans Day Parade and Ceremony/Celebration in Jennie Davis Park

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*)
- [x] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Jennie Davis Park
- [ ] Facility

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

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

- [ ] Other

Group/Organization Name: Redlands Hometown Heroes Foundation

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 82-4717141

Does your Group/Organization Presently Have Liability Insurance? [ ] Yes [x] 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: John Fulton, Parade Committee Chairman

Mailing Address: PO Box 7709 Redlands, CA 92375

Phone Number: 909-213-1398 **E-Mail Address:** redlandsveteransparade@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

Honoring local veterans

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

Attendees will purchase food and beverages from local vendors and American Legion beer garden. Positive impact to the city for recognizing and honoring our local veterans.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1500	1200	2
Attendance: Non-Residents	200	200	
Food & Beverage Sales	400	300	
Merchandise Sales	0	0	
Ticket/Entrance Fees	$16,000	$15,600	
Other	Expenses: $14,000	Expenses: $14,000	
Total Revenue	$2000	$1600	

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

Signature: [signature] **Title:** Parade Committe Chairperson

Please Print Your Name: John Fulton **Date:** 8/16/2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Redlands Hometown Heroes Foundation

EIN: 82-4717141 | Redlands, CA, United States

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 Letters**

Publication 78 Data

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

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

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

> **Tax Year 2021 Form 990-N (e-Postcard)**

> **Tax Year 2020 Form 990-N (e-Postcard)**

City Council Meeting **I. 11.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a non-professional service agreement with R.E. Schultz Construction, Inc., for an amount not to exceed $113,850 for the replacement of shade sails at six (6) city parks, and determine that approval of the agreement is exempt from the state's California Environmental Quality Act under Section 15301 (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move to determine that approval of the agreement with R.E Schultz Construction, Inc. is exempt from the state's California Environmental Quality Act pursuant to Section 15301, and

2. I move to approve a non-professional services agreement with R.E. Schultz Construction, Inc., in an amount not to exceed $113,850 for the replacement of shade sails at 6 city parks.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the agreement is exempt from the state's regulations under Section 15301 of the California Environmental Quality Act and further recommends that the City Council approve an non-professional service agreement with R.E. Schultz Construction, Inc., in an amount not to exceed $113,850 for the replacement of shade sails at various city parks.

DISCUSSION:

The Facilities and Community Services Department, Parks Division, oversees the on-going, day to day maintenance of the City's parks. In 2015, the City installed shade sail structures in various park locations to provide shade for existing playground equipment. The increase in temperatures within the summer months created undesirable use of playground facilities for children and families. The addition of these shade structures enhanced the playground use and provided desirable amenities for the community.

Since the completion of that project, some shade sails within various parks have been damaged or vandalized and, as a result, removed for safety concerns. The affected parks are Jennie Davis, Sylvan Park, Crafton Park, Brookside Park, Texonia Park, and Community Park. Staff followed the city procurement protocol by preparing a Request for Bid for the replacement of the missing shade sails and on Monday, July 31, 2023, the City Clerk’s office received and opened one bid in the amount of $113,850 from R.E. Schultz Construction, Inc. Following the bid opening, staff performed a bid analysis and R. E. Schultz Construction, Inc., met the criteria as a responsive and responsible low bidder.

ALTERNATIVES:

The City Council may deny the agreement and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Parks, Recreation and Open Space

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Jocelynn Butters, Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Yes
Account No.:	101303.7901

Discussion:

The project total is $103,500 plus a 10% contingency totalling funds in the amount of $113, 850.00 for the replacement of shade sails within various city parks are supported within the Parks Division FY 23-24.

Attachments

R.E. Schultz Construction, Inc.

Shade Sail Bid Report Results

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

This agreement for the provision of installing park playground shade sails ("Agreement") is made and entered in this 17th day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and R.E. Schultz Construction, 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 installation of park playground shade sails services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Contractor shall complete the Services within 90 days of agreement date unless the Services are earlier terminated as permitted herein.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: Total compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Thirteen Thousand Eight Hundred Fifty Dollars ($113,850). The City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit an invoice to the City upon completion of the Services. The 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	Richard Schultz, President
City of Redlands	R. E. Schultz Construction, Inc.
35 Cajon Street	1767 North Batavia Street
P.O. Box 3005 (mailing)	Orange, CA 92865
Redlands, CA 92373	nicole@reschultzconstruction.com
jdonaldson@cityofredlands.org	(714) 649-2627
(909) 798-7531	(714) 740-5049

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

R.E. SCHULTZ CONSTRUCIOIN, INC

By: _____
Richard Schultz, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Replace damaged or missing shade sails without performing any extension or raising of the posts.

Worksite	Address
1. Sylvan Park	1. 601 N. University St. between Colton Ave. & Park Ave.
2. Crafton Park	2. 1745 Independence Ave. & Wabash Ave.
3. Community Park	3. 1525 Church St. & E. Pennsylvania St.
4. Texonia Park	4. 1325 Texas St. & W. Lugonia Ave.
5. Jennie Davis Park	5. W. Redlands Blvd. at New York St.
6. Brookside Park	6. Brookside Ave off of Bellevue Ave. & Barton Rd.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and R.E. Schultz Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to replace park shade sails (the "Work"), which said agreement, dated October 17, 2023, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Hundred Thirteen Thousand Eight Hundred Fifty Dollars ($113,850) 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 October 7, 2023.

(SEAL)	(SEAL)
(Contractor)	(Surety) BY:
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

("Price and Fee Bid")

SYLVAN PARK MAIN PLAYGROUND	Total
	$15,500

CRAFTON PARK PLAYGROUND	Total
	$15,500

COMMUNITY PARK PLAYGROUND	Total
	$12,000

TEXONIA PARK PLAYGROUND	Total
	$26,000

JENNIE DAVIS PARK PLAYGROUND	Total
	$13,000

BROOKSIDE PARK PLAYGROUND	Total
	$21,500

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.

R.E. SCHULTZ CONSTRUCTION, INC

By:_____ Date: _____

Richard Schultz, President

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **31st day of July 2023 at 10:00a.m.** on behalf of the Facilities and Community Services Department for **City Park Shade Sails Replacement – FCS07142023JBII**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Total Bid Amount
1	R E Schultz Construction Inc., Orange CA	Yes	$115,500.00

Jeanne Donaldson, City Clerk
City of Redlands, California

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

City Council Meeting **J. 1.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation by Chancellor Diana Rodriguez of the San Bernardino Community College District regarding the colleges' impact on the community (Assistant City Manager McConnell)

DISCUSSION:

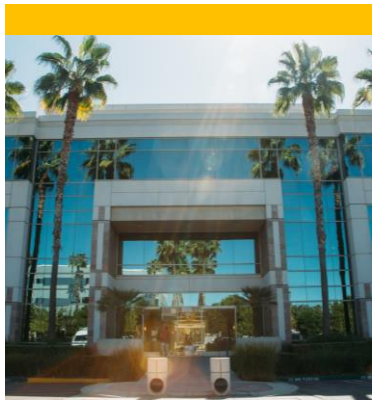
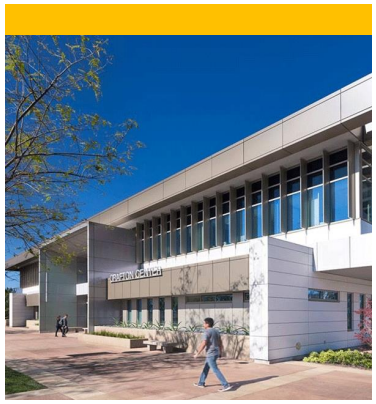
For this evening's meeting, Chancellor Diana Rodriguez will be presenting the San Bernardino Community College District's efforts in the surrounding area and community.

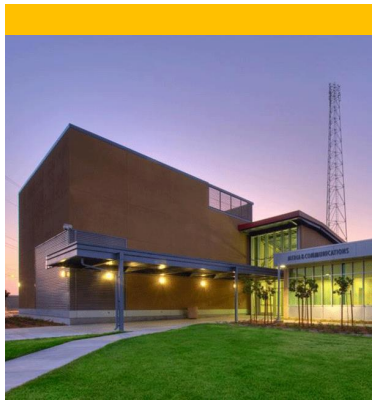
Attachments

Presentation

SAN BERNARDINO
COMMUNITY COLLEGE
DISTRICT

Opening Doors of Opportunity for All



SBCCD.EDU

CRAFTON HILLS COLLEGE

San Bernardino Valley College

KVCR PBS npr


SAN BERNARDINO
VALLEY
CRAFTON HILLS
EMPIRE KVCR
COMMUNITY COLLEGE DISTRICT

We Strengthen the Local Economy



$1.4 Million

That's how much SBCCD contributed to **small and large businesses in Redlands** in 2022-23 to support our educational operations.

Who We Are



Board Chair
Dr. Stephanie Houston



Board Vice Chair
Dr. Anne Viricel



Board Clerk
Joseph Williams



Trustee
Dr. Nathan Gonzales



Trustee
John Longville



Trustee
Gloria Macias Harrison



Trustee
Frank Reyes



Student Trustee
Michelle Ly



Student Trustee
Dyami Ruiz-Martinez



SBCCD Chancellor
Diana Z. Rodriguez



Crafton Hills President
Dr. Kevin Horan



SBVC Interim President
Dr. Linda Fontanilla

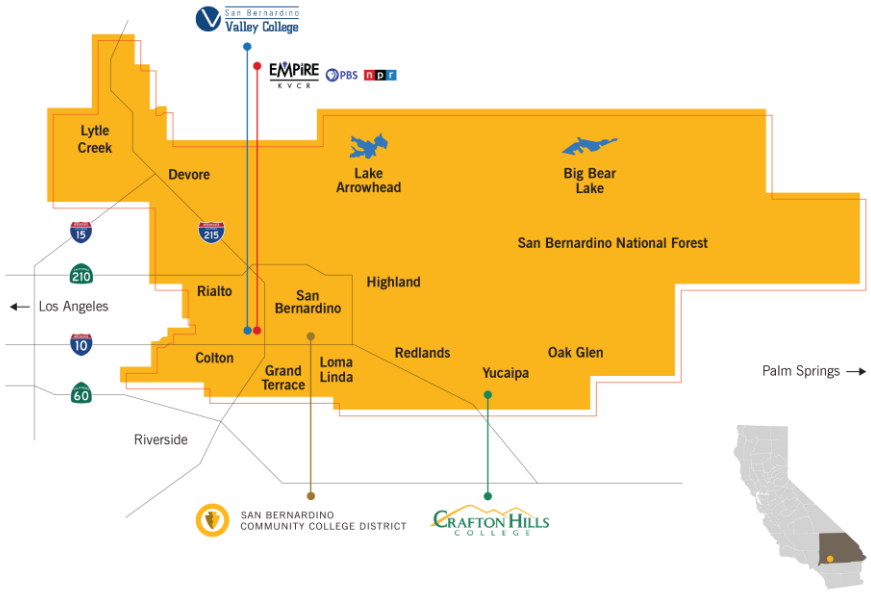
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

CRAFTON HILLS COLLEGE

San Bernardino Valley College

KVCR PBS npr

Who We Serve



23,000

Student Population
At Crafton Hills College &
San Bernardino Valley College

22

Cities & Communities
within SBCCD's
geographic service area

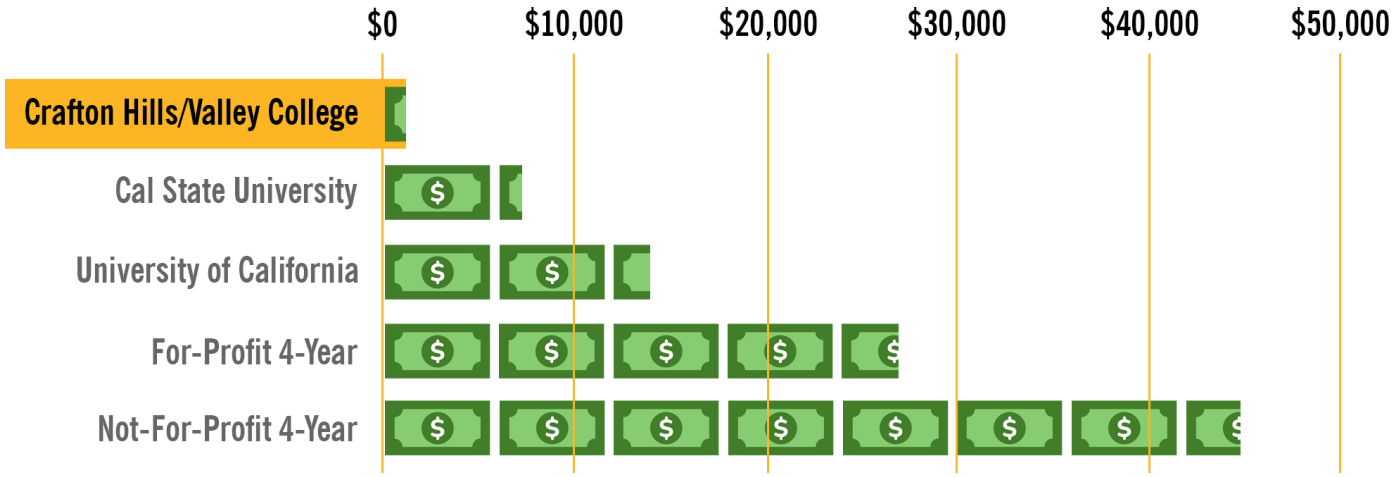
7

K-12 Feeder Districts:
Big Bear Valley USD
Colton Joint USD
Redlands USD
Rialto USD
Rim of the World USD
San Bernardino City USD
Yucaipa-Calimesa USD

4 Million+

Residents Served by KVCR TV/FM
PBS, NPR, and FNX
First Nations Experience – the only Native American and World Indigenous TV channel is the U.S.

Affordable Higher Education & Career Training



*Tuition averages based on full-time student for 1 year.



Free Textbook Rentals for All Students

Fall 2023 & Spring 2024

SBCCD.edu/BooksPlus

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

CRAFTON HILLS COLLEGE

San Bernardino Valley College

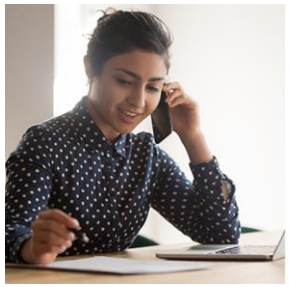
KVCR PBS npr

We Support Student Community Service

#CaliforniansForAll

CollegeCorps





We’re Growing to Offer More Local Career Training



We Educate, Inform & Inspire the Inland Empire

KVCR PBS npr



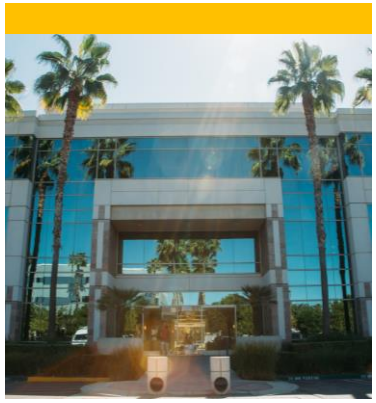


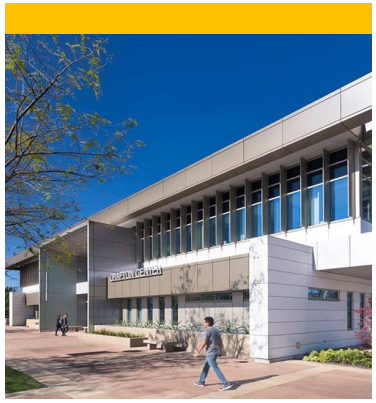
FNX
FIRST NATIONS EXPERIENCE®



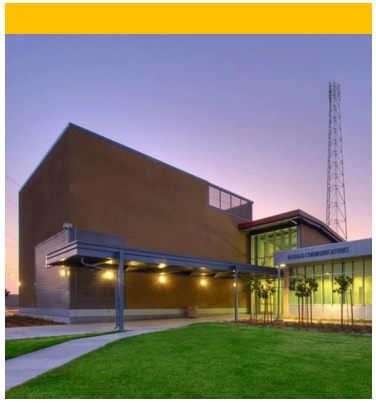
SAN BERNARDINO
COMMUNITY COLLEGE
DISTRICT

Opening Doors of Opportunity for All









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CRAFTON HILLS COLLEGE

San Bernardino Valley College

KVCR PBS npr

City Council Meeting **J. 2.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: City Council Priorities - Broadband Improvement Update (Municipal Utilities and Engineering Director Harris)

DISCUSSION:

Municipal Utilities and Engineering Director Harris will provide a summary of broadband coverage research. A more detailed summary is provided as an attachment.

Attachments

City Council Priorities - Broadband Improvement

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

To: Charles M. Duggan, Jr., City Manager

From: John Harris, MUED Director

Date: November 21, 2023

Re: City Council Priorities – Broadband Improvement In Underserved Areas

---

On August 22, 2023, the Redlands City Council called a special meeting to discuss project and program priorities for individual Councilors and the City Council as a whole. From this general discussion, seven (7) primary priorities were identified:

1. Northside Economic Development/Opportunity Zones (Small Business Incentives);
2. Develop options for building a parking structure at City Hall;
3. **Broadband improvement in underserved areas of the City**;
4. Ordinance to ban gas leaf blowers in Redlands;
5. Bicycle share program;
6. Cannabis tax;
7. Explore the creation of a Mental Health Response Team.

This memo focuses on potential broadband improvements in underserved areas of the City.

Generally, broadband is the transmission of wide bandwidth data over a high-speed internet connection. The Federal Communications Commission definition of broadband internet is a minimum of 25 Mbps download and 3 Mbps upload (25/3 Mbps) speeds. Broadband provides high-speed internet access via multiple types of technologies including:

Fiber Optics – Data is transmitted using pulses of light through strands of fiber at speeds up to 940/880 Mbps;

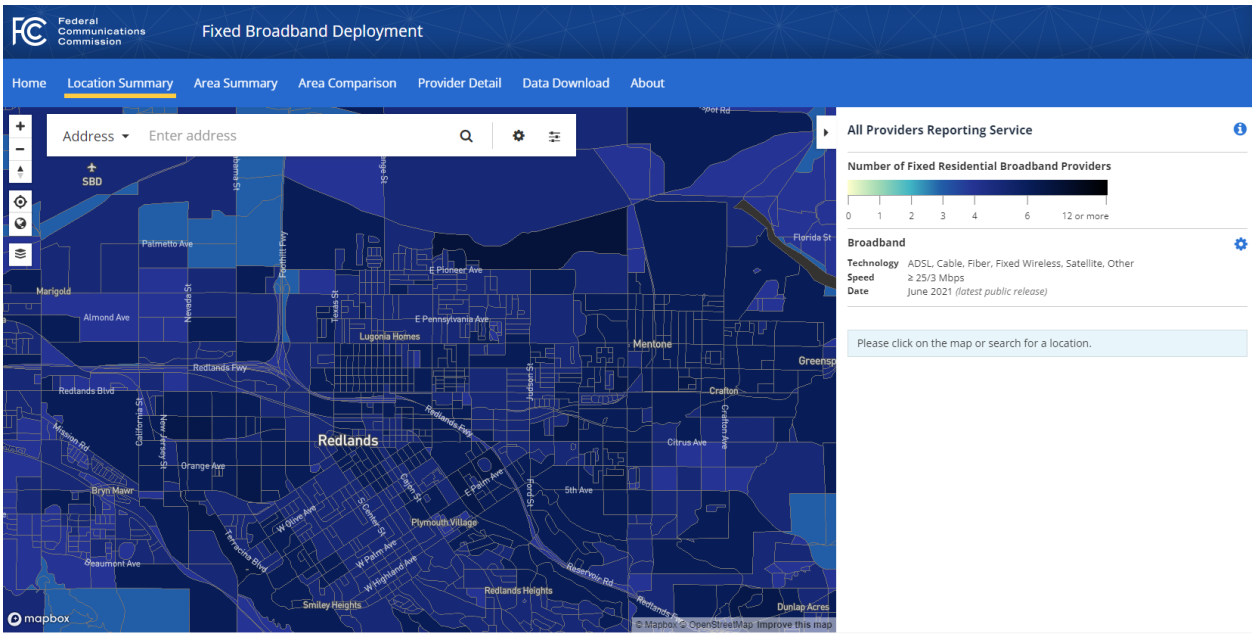
Wireless – Data is transmitted to homes and businesses at approximately 300 Mbps using radio signals instead of cables;

Cable & Satellite – Data is transmitted at approximately 1.5 Mbps over coaxial cables that deliver pictures and sound to televisions, or wirelessly by communication satellites at approximately 500/80 Kbps;

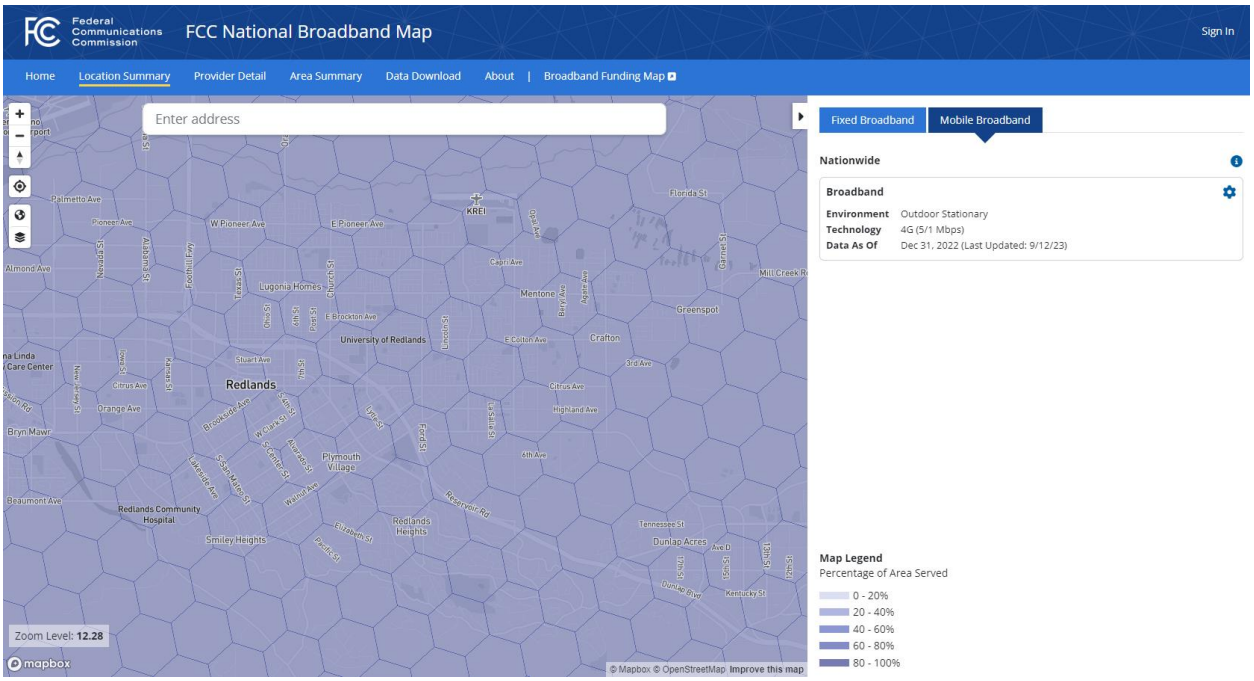
Digital Subscriber Line (DSL) – Data is transmitted over traditional copper phone lines at approximately 15 Mbps.

STATE AND FEDERAL BROADBAND COVERAGE MAPS

The Federal Communications Commission (FCC) National Broadband Map indicates that fixed broadband is available through several providers throughout the entire Redlands city limits:



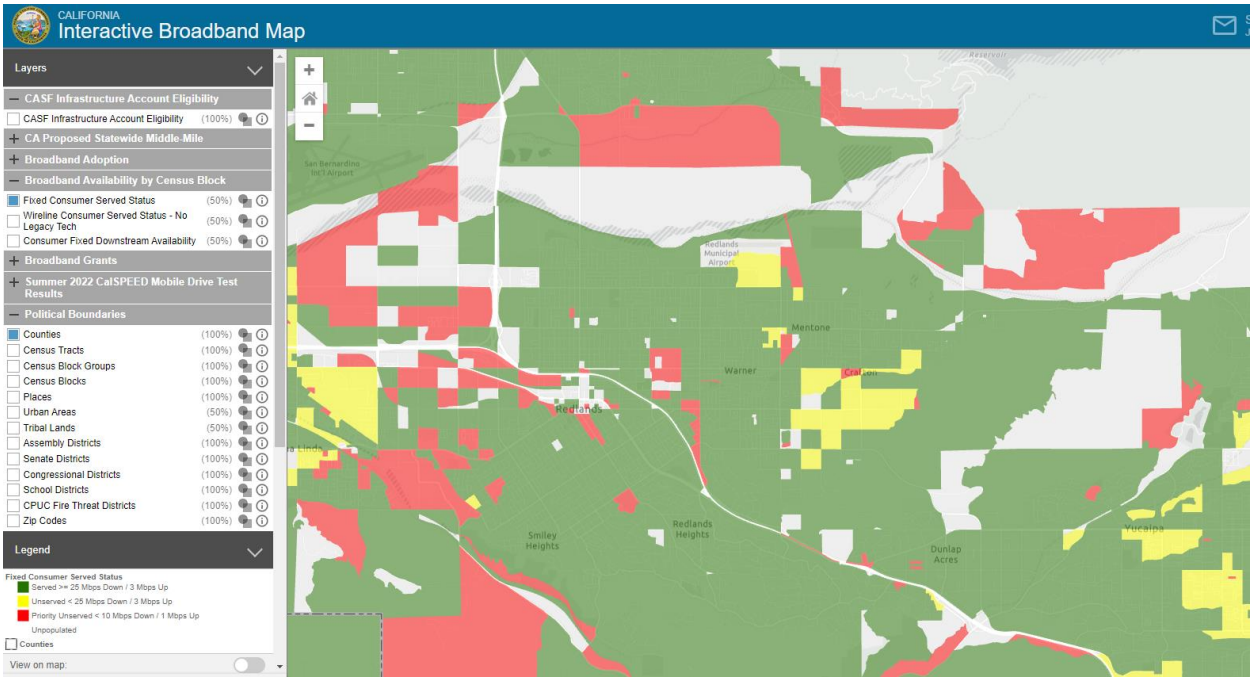
The FCC National Broadband Map also indicates that mobile broadband coverage is available throughout the entire Redlands city limits:



Pursuant to Public Utilities Code Section 281, moneys in the California Advanced Services Fund (CASF) Broadband Infrastructure Grant Account (Infrastructure Account) are available to the Commission to award grants to subsidize the cost of middle-mile and last-mile infrastructure to expand the State's broadband network. On July 20, 2021, Governor Newsom signed Senate Bill 156 to revise the Infrastructure Account as follows:

1. "Unserved area" changed to an area where no facility-based broadband provider serves households (or areas) at a minimum speed of at least 25 Mbps downstream and 3 Mbps upstream;
2. Projects funded by the CASF program must deploy infrastructure capable of providing broadband access at speeds of a minimum of 100 Mbps downstream and 20 Mbps upstream;
3. All grantees must report licensed contractor or subcontractor expenditures in excess of $25,000 for work funded by CASF.

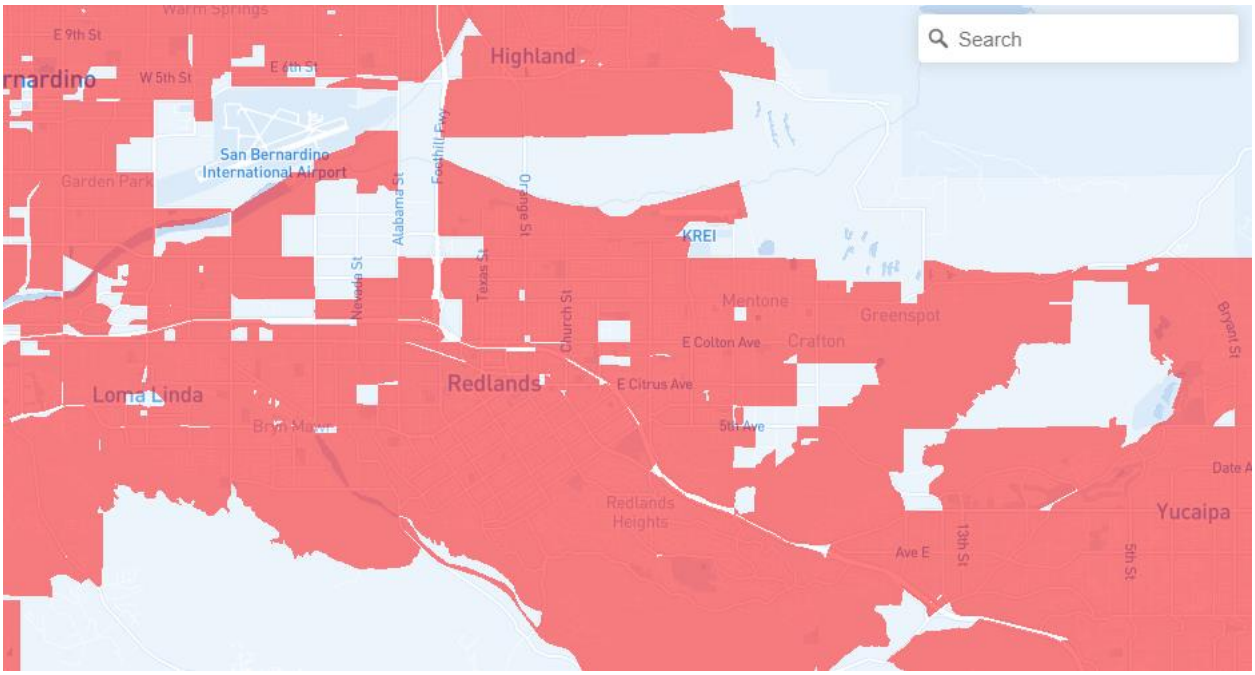
The California Interactive Broadband Map indicates that broadband is available throughout most of the Redlands city limits:



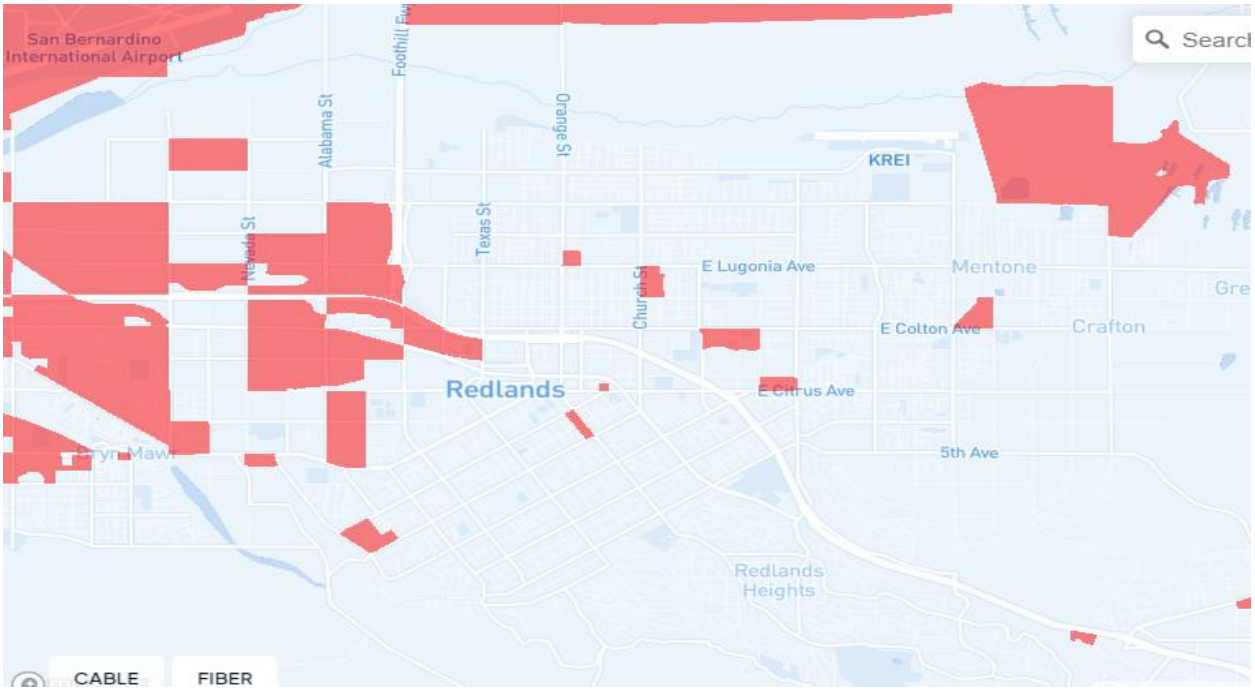
Many of the underserved area identified in red, yellow, and white are either outside the Redlands city limits, orange groves/open space areas, or undeveloped tracts. This map also indicates that the University of Redlands campus does not receive broadband service, although this conflicts with the FCC map and individual broadband provider maps.

INDIVIDUAL BROADBAND PROVIDER COVERAGE MAPS

Several private companies provide broadband services within the Redlands city limits. Broadband coverage maps for several providers a shown below:



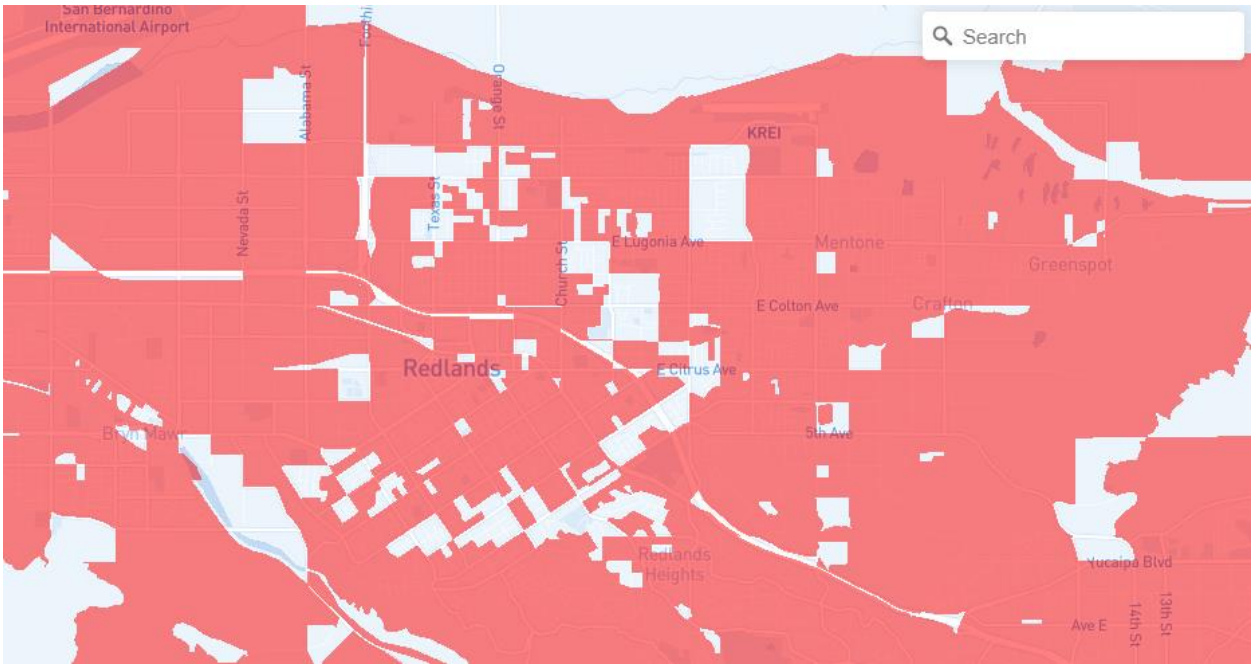
SPECTRUM CABLE COVERAGE MAP



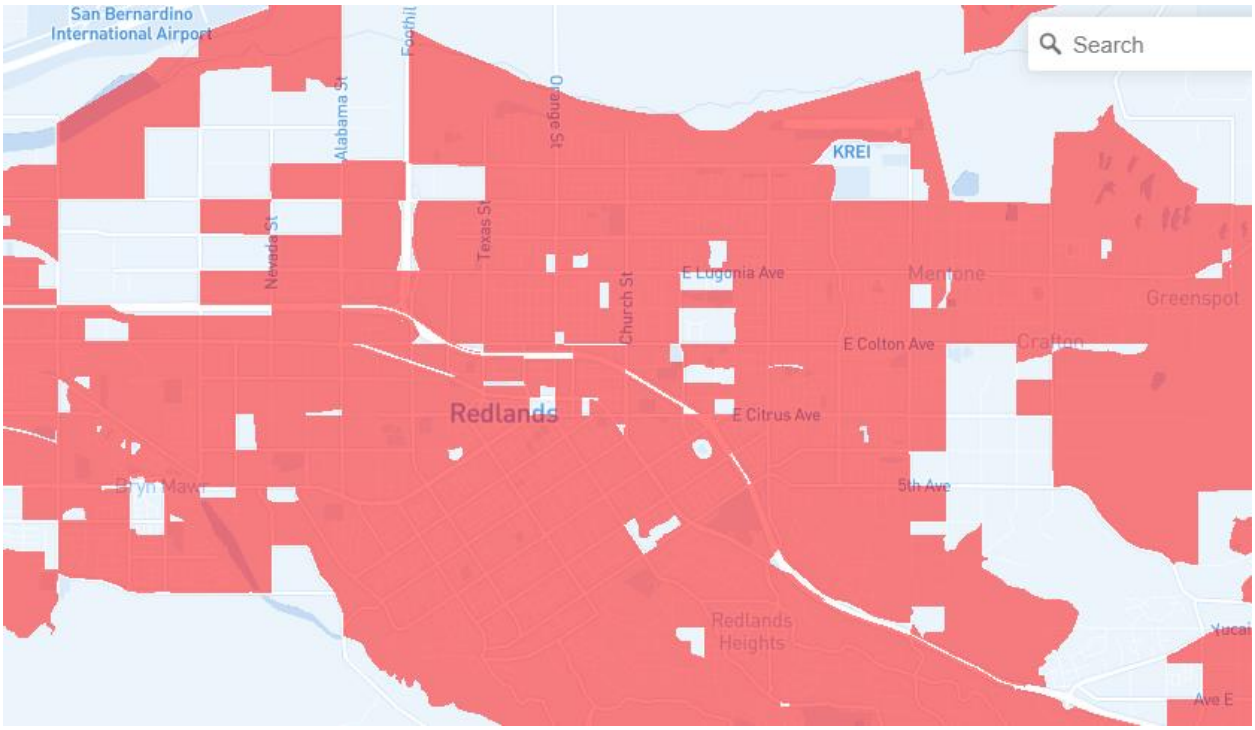
SPECTRUM FIBER COVERAGE MAP

Spectrum uses what is known as an HFC (Hybrid Fiber-Coaxial) network for the delivery of wired broadband services. In essence, this means data on its network travels over fiber lines for most of the journey to subscribers, but switches over to older, coaxial cable lines for the short distances within neighborhoods. The distance of this coaxial “hop” varies, but the overall effect is that download speeds come in the range of 300 Mbps to 1 Gbps, with upload speeds up to 35 Mbps.

One drawback to HFC is the byproduct of multiple residences being connected to a single fiber within an area, which may impact data transmission speeds during ‘eak use hours when many customers are using the system simultaneously.



FRONTIER DSL COVERAGE MAP



FRONTIER FIBER COVERAGE MAP

Max upload/download speeds:

Frontier Fiber 500 – 500/500 Mbps

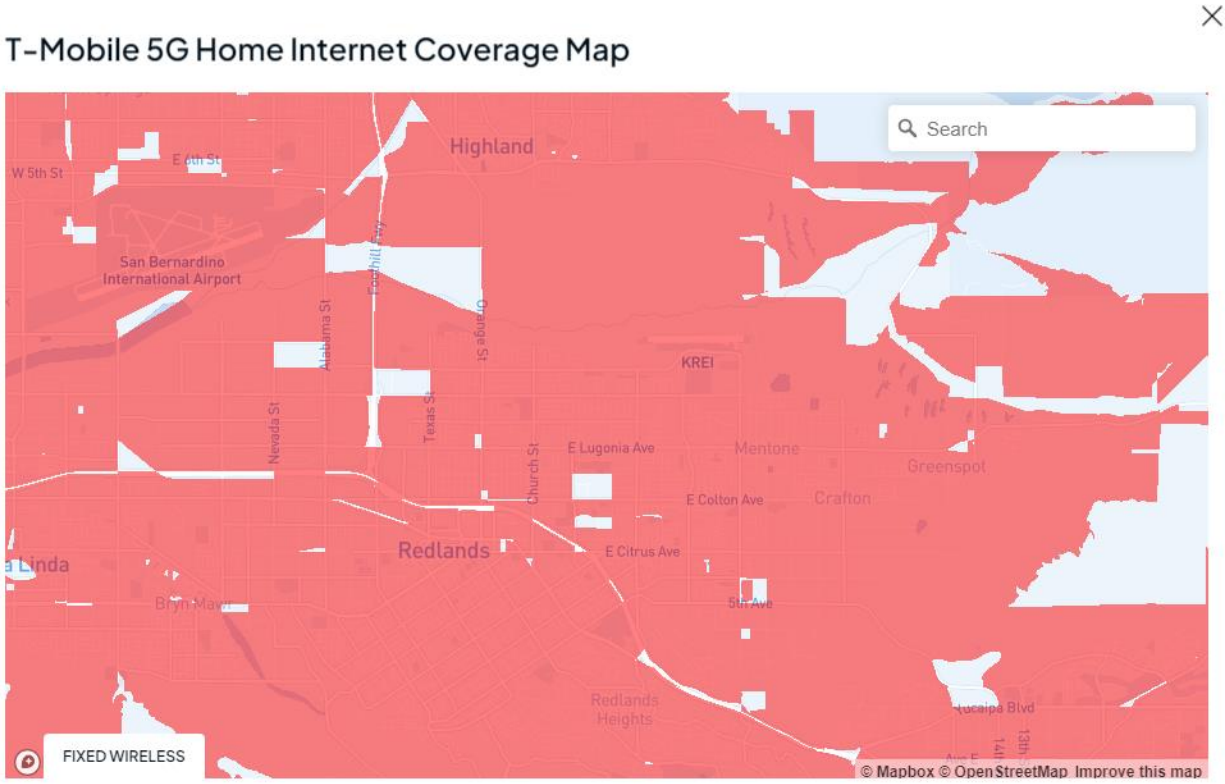
Frontier Fiber 1 Gig – 1,000/1,000 Mbps

Frontier Fiber 2 Gig – 2,000/2,000 Mbps

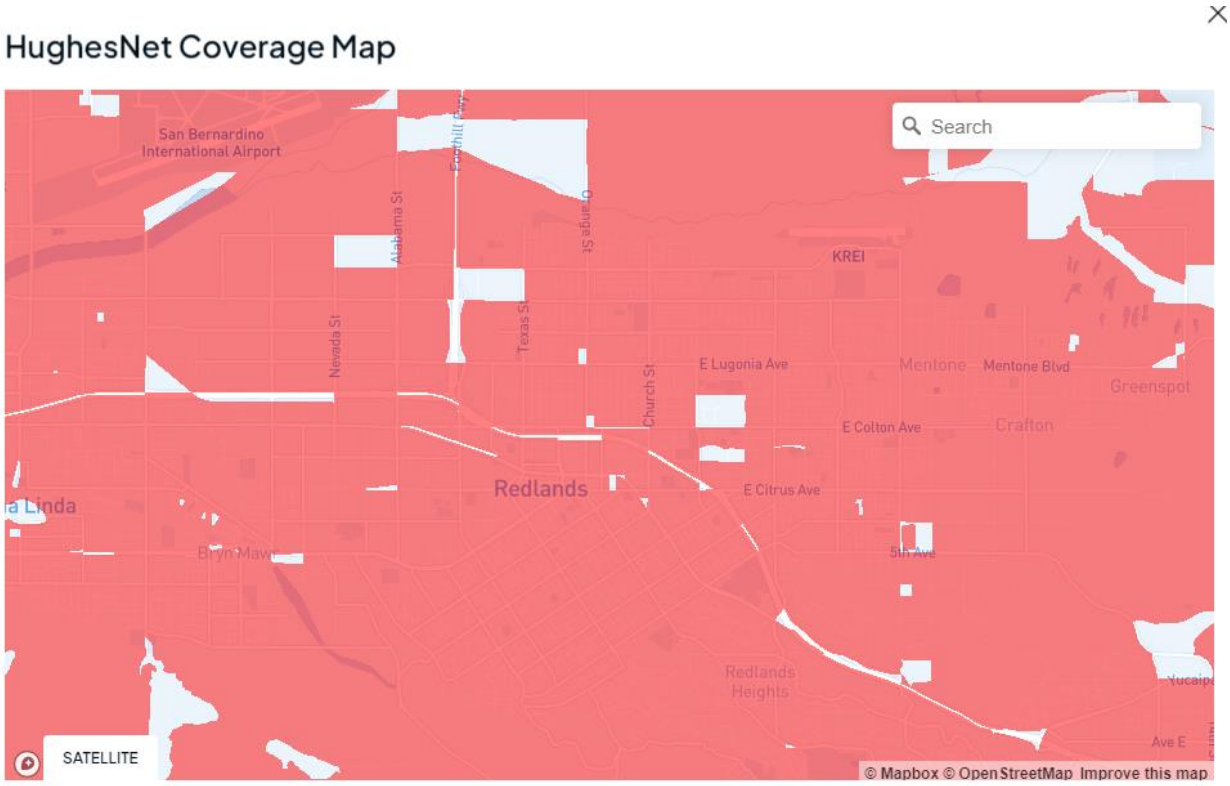
Frontier Fiber 5 Gig – 5,000/5,000 Mbps



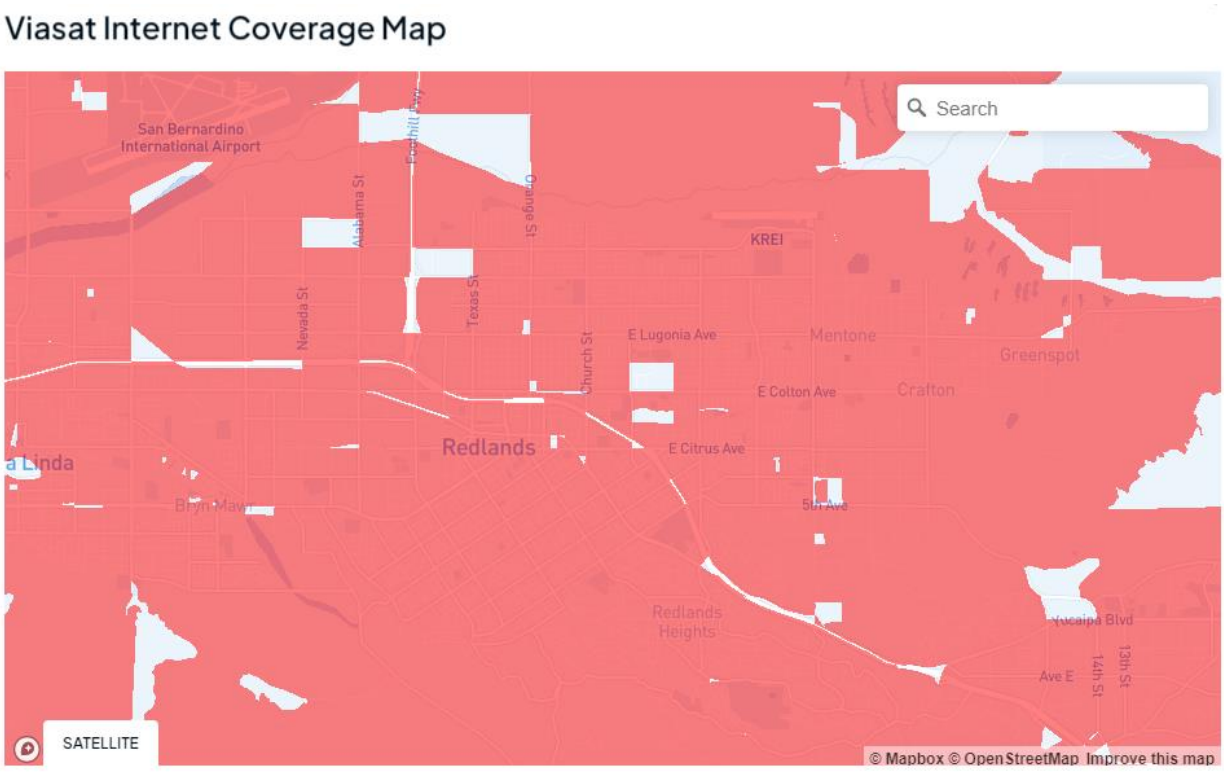
AT&T WIRELESS BROADBAND COVERAGE MAP



T-MOBILE WIRELESS BROADBAND COVERAGE MAP



HUGHESNET SATELITE BROADBAND COVERAGE MAP



VIASAT NET SATELLITE BROADBAND COVERAGE MAP

CONCLUSION

It appears that broadband services are available through several providers throughout the City of Redlands with monthly prices from $50 to $150 depending on data transfer speed.

City Council Meeting **J. 3.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report- 2023 League of California Cities Annual Conference and Expo (Council Member Davis)

DISCUSSION:

Due to an unanticipated absence at the October 3, 2023 meeting, Council Member Davis has requested to provide a report relating to her attendance at the 2023 League of California Cities Annual Conference and Expo held September 20-22, 2023 in Sacramento, California.

City Council Meeting **J. 4.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to a policy for council members to add items to future City Council meeting agendas (Council Member Davis)

MOTION:

I move to direct staff to develop a policy for council members to add items to future City Council meeting agendas.

OR

I move to form a City Council subcommittee to develop a policy to add items to future City Council meeting agendas and appoint _____ and _____ to serve on the subcommittee.

DISCUSSION:

This item was continued from the September 19, 2023, City Council 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. The form used by the City of Corona is attached for reference.

As I mentioned previously during our last discussion of this item, the goal in bringing this forward is to make our future agenda items more transparent and in alignment with the overall City's Strategic Plan. I've taken note of surrounding cities and counties and each have a different way of placing items on an agenda. It is not my intent to make our process overly restrictive, but I see this as an opportunity to practice good governance.

As a starting point for discussion, I would like to propose a policy that allows any Council Member to make a request for a future agenda item during a regular meeting of the City Council, while using a form similar to that of the City of Corona to document the request. In essence, the Council Member would complete the form prior to the Council meeting in which the agenda item is being requested. The form would include the following:

1. Title Name/Topic of the Request
2. What is the scope of the work you wish to see done?
3. Does this request align with the City's Strategic Plan? How?
4. What is the desired timeline to have the issue considered by Council?
5. Is the issue urgent requiring action before the next priority setting or budget workshop of the Council?

In practice, this could be accomplished by adding a section heading to the Council's agenda titled, "Future agenda items. No discussion or formal action by the Council is necessary to place the requested item on a future agenda. The City Manager would determine, based on the item to be considered, at which meeting to bring the item forward and would direct staff to assist the Council Member in preparing the report as appropriate. Once the item is on the agenda, the form will be included as an attachment for greater transparency.

If my fellow colleagues wish to proceed with the development of such a policy, the Council may direct City staff to return with the formal policy for the Council's consideration at a future meeting. In the alternative, the City Council may form a Council subcommittee to work with City staff to develop a policy and return to the City Council with a recommendation.

SUBMITTED BY:
Denise Davis, Council Member

Attachments

Corona-Future Agenda Item Request Form
San Bernardino Reso. 2021-68

Future Agenda Item Request Form

Future agenda items should be limited to new issues that emerge during the course of the year that are urgent and cannot wait until the next priority setting session of Council before requiring action.

Name:

Date:

Title Name/Topic:

Background

1. **What is the purpose for the request i.e. what you are trying to achieve or do?**

2. **What is the scope of the work you wish to see done?**

3. **Does this request align with the City's Strategic Plan? How?**

4. **What is the desired timeline to have the issue considered by Council?**

5. **Is the issue urgent requiring action before the next priority setting session of Council (Spring Workshop)?**

Staff Section (To be completed by staff)

Approximate Staff Time Required: ____ Hours

Approximate Cost: $ ____

RESOLUTION NO. 2021-68

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO, CALIFORNIA, ESTABLISHING THE CITY'S ADMINISTRATIVE POLICY REGARDING THE PROCEDURE FOR ELECTED OFFICIALS TO PLACE ITEMS ON THE CITY COUNCIL MEETING AGENDA

WHEREAS, the City of San Bernardino is a Charter City operating under a Council-Manager form of government;

WHEREAS, the City Charter is the document adopted by voters that defines the organization, powers, functions and essential procedures of the city government and the Municipal Code contains the local laws and regulations adopted by the Mayor and City Council that establish zoning and development standards, traffic regulations, administrative standards and the like;

WHEREAS, in addition to the City Charter and Municipal Code, it is important for the City to implement policies and procedures that establish the controls needed to ensure that City employees and elected and appointed officials are able to operate under a clear set of guidelines that align with the laws and regulations that govern the City; and

WHEREAS, on February 3, 2021, the City Council provided conceptual support for the development of a comprehensive administrative policy manual to ensure that City employees and elected and appointed officials are operating under a clear set of guidelines that govern the City.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. *The City of San Bernardino Administrative Policy – Procedure for Elected Officials to Place Items on the City Council Meeting Agenda*, attached hereto and incorporated herein as Exhibit A, is hereby approved.

SECTION 3. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4. Effective Date. This Resolution shall become effective immediately.

APPROVED and **ADOPTED** by the City Council and signed by the Mayor and attested by the City Clerk this 7th day of April, 2021.

John Valdivia, Mayor
City of San Bernardino

Attest:

Genoveva Rocha, CMC, City Clerk

Approved as to form:

Sonia Carvalho, City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF SAN BERNARDINO)

I, Genoveva Rocha, CMC, City Clerk, hereby certify that the attached is a true copy of Resolution No. 2021-68, adopted at a regular meeting held on the 7th day of April, 2021 by the following vote:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
SANCHEZ	X			
IBARRA	X			
FIGUEROA	X			
SHORETT	X			
REYNOSO	X			
CALVIN	X			
ALEXANDER	X			

WITNESS my hand and official seal of the City of San Bernardino this 8th day of April, 2021.

Genoveva Rocha, CMC, City Clerk

City of San Bernardino
Administrative Policy Manual

Subject: **Procedure for Elected Officials to Place Items on the City Council Meeting Agenda**

Purpose: To provide a procedure to allow items to be placed on the agenda for consideration at the request of the Mayor or an individual Council Member in accordance with the City's Charter, Municipal Code and applicable resolutions.

Authority: Article II, Section 200 of the City Charter
Article IV, Section 401 of the City Charter
Section 2.02.060 of the Municipal Code
Resolution No.: 2021-68

Policy:

1) The City of San Bernardino is a Council-Manager form of Government *(Article II, Section 200 of the City Charter entitled "Form of Government").* As such, the City Manager shall be the chief executive officer of the City, responsible to the Council for the management of all City affairs placed in the City Manager's charge by or under the Charter *(Article IV, Section 401 of the City Charter entitled "City Manager-Powers and Duties").*

2) The City Manager shall determine the items and order of such items on the City Council Meeting agendas, subject to direction from the Mayor and City Council. The City Manager shall include any agenda item requested by the presiding officer of the City Council for discussion and further direction from a majority of the City Council *(Section 2.02.060 A. of the City's Municipal Code entitled "Duties of the City Manager").*

3) Each City Council agenda will include a section entitled "Items to be Considered for Future Meetings." This section is to list requests for items to be considered at future Council meetings. If a majority of Council Members approve the request, then the item, with completed staff work, will be brought forward at a future Council meeting (*Resolution No. 2021-68).*

4) In order to include on the City Council agenda a request for consideration to add an item to a future agenda, the Mayor or individual Council Member must notify the City Manager by the Monday of the week in which the agenda will be posted for example:

Example: An item to be considered for the April 21, 2021 Council meeting needed to be provided to the City Manager by Monday April 12, 2021.

The item to be considered will include a brief title/description and the name of the requestor. The only action that will be taken will be to provide direction to the City Manager to commence staff work and to bring the item back for the Mayor and City Council to take formal action at a future meeting *(Resolution No. 2021-68).*

5) To ensure that time and resources are available for regular business items, and to allow time for staff to complete required staff work related to requested items, elected officials will endeavor to limit requests to one item per elected official each meeting *(Resolution No. 2021-68).*

6) Requested item will not be placed on a future agenda, and staff work will not commence, without concurrence from the majority of the members of the City Council *(Resolution No. 2021-68; Section 2.02.060 A. of the City's Municipal Code entitled "Duties of the City Manager").*

City Council Meeting **K. 1.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Purchase and Sale Agreement with Redlands Community Investment Corporation for the acquisition of Assessor Parcel Numbers 0171-071-08-0000, 0171-088-06-0000, and 0171-088-07-0000 in the amount of $750,000, approve an additional appropriation in the amount of $750,000, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council find 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; and

2. I move that City Council approve 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

3. I move that the City Council approve the additional appropriation in the amount of $750,000.

RECOMMENDATION:

Staff recommends that the City Council determine 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.

Staff further recommends that the City Council approve the Purchase and Sale Agreement with Redlands Community Investment Corporation in the amount of $750,000, and the additional appropriation of the same.

DISCUSSION:

Redlands Community Investment Corporation owns two parking lots in Downtown Redlands. The first property is 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.

APN	Address	Acre	Parking Spaces
0171-071-08-0000	204 E. Redlands Blvd	.25	28 spaces
0171-088-06-0000	180 9th Street	.11	17 spaces
0171-088-07-0000	180 9th Street	.06	

In March 2023, staff received an unsolicited offer to purchase three parking lots located within the downtown area. The purchase price for all three properties is $750,000 dollars and the following is a list of salient terms of the attached purchase and sale agreement:

- $10,000 deposit due at the opening of escrow, refundable up until waiver of contingencies;
- a 45-day due diligence period; and
- a 10-day close of escrow upon waiver of contingencies.

Determination of General Plan Conformity

Prior to the acquisition or sale of real property by a local agency, Government Code Section 65402 requires that such acquisition or sale be submitted to the Planning Commission for an evaluation as to its conformity with the General Plan. The proposed purchase herein for the property identified as APN 0171-071-08-0000; 0171-088-06-0000; and 0171-088-07-0000 was submitted to the Planning Commission for evaluation on April 11, 2023.

The Planning Commission (Commission) evaluated the proposed purchase for General Plan conformity and provided its report through the adoption of a resolution (Attachment B). Through the adoption of this resolution, the Commission found that the purchase would be in conformance with the General Plan in that it is consistent with General Plan Policies 3-A-37; 4.P-56; 5-9.29;

5-A.70, AND 5-A.73.

Furthermore, approval of the Purchase and Sale Agreement is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3) states that an activity is covered by the common sense exemption where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The approval of the agreement will only transfer ownership of the subject property and will not result in a physical change in the environment. Therefore, the proposed purchase is exempt from further CEQA review.

ALTERNATIVES:

City Council may elect not to approve the Purchase and Sale Agreement and provide alternative direction.

STRATEGIC PLAN:

Supports Strategic Plan Priority A - Quality of Life - Strategic Objective 2 - Economic Vitality. Increase accessibility to businesses and essential services through improvements to mobility and parking.

SUBMITTED BY:
Christopher Boatman, Assistant City Manager

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

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

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

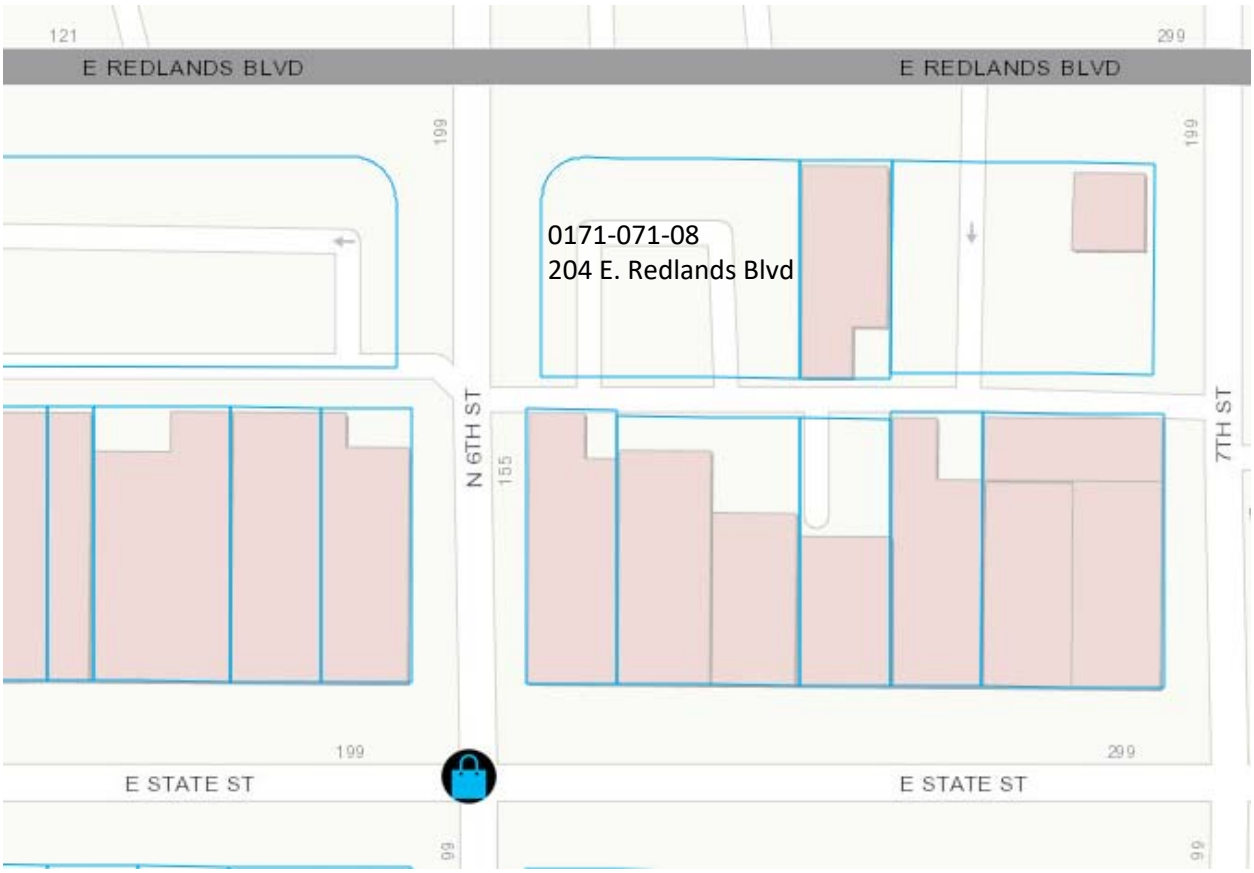
Fiscal Impact

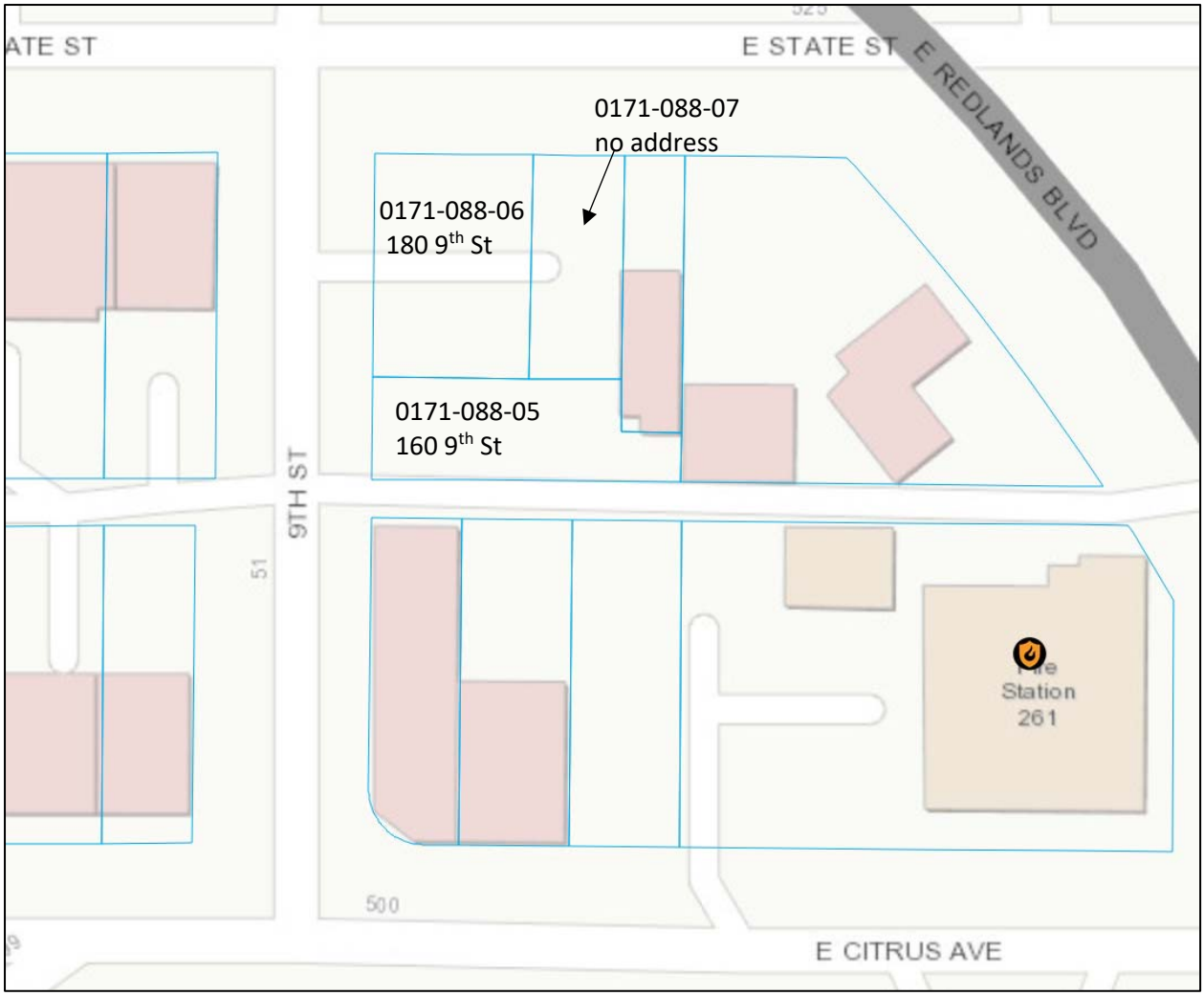
Fiscal Year: FY 2023-24
Appropriation Required Y/N: Y
Amount: $750,000
Budgeted Y/N: N
Discussion:

Funding for this purchase will be allocated from the General Fund Parking Reserve (3302). The current balance of the Parking Reserve is $1,944,001.26.

Attachments

6th Street Parking Lot
9th Street Parking Lot
A. Redlands Community Investment Corporation Purchase and Sale Agreement
B. Planning Commission Resolution No. 1618
C. Additional Appropriation Form


121
299
E REDLANDS BLVD
E REDLANDS BLVD
199
199
0171-071-08
204 E. Redlands Blvd
N 6TH ST
155
7TH ST
199
299
E STATE ST
E STATE ST
99
99


ATE ST
E STATE ST
E REDLANDS BLVD
0171-088-07
no address
0171-088-06
180 9th St
0171-088-05
160 9th St
9TH ST
51
Fire
Station
261
500
E CITRUS AVE

PURCHASE AND SALE AGREEMENT

AND JOINT ESCROW INSTRUCTIONS

DATED

OCTOBER 17, 2023

BY AND BETWEEN

REDLANDS COMMUNITY INVESTMENT CORPORATION

a California corporation,

AS SELLER

AND THE

CITY OF REDLANDS,

a municipal corporation,

AS BUYER

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PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS RECITALS

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is made and entered into as of 17th day of October, 2023 (the "Effective Date"), by and between the City of Redlands, a municipal corporation ("City" or "Buyer"), and Redlands Community Investment Corporation, a California corporation ("Seller"), for the purpose of setting forth their agreement, and to provide instructions to Escrow Agent with respect to the transaction contemplated by this Agreement. Seller and City shall also individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the owner of that certain real property located at 204 E. Redlands Boulevard in the City of Redlands, County of San Bernardino ("County"), State of California, known as County Assessor's Parcel Number 0171-071-08-0000 ("E. Redlands Parcel"); and

WHEREAS, Seller is the owner of that certain real property located at 180 9th Street in the City of Redlands, County of San Bernardino, State of California, known as County Assessor's Parcel Numbers 0171-088-06-0000 and 0171-088-07-0000 ("9th Street Parcel"); and

WHEREAS, Seller desires to sell the E. Redlands Parcel and the 9th Street Parcel (collectively referred to herein as the "Property") to City, and City desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, City and Seller hereby agree, and instruct Escrow Agent (as hereinafter defined in Section 3.1 hereof), as follows:

AGREEMENT

Section 1. PURCHASE AND SALE. SELLER agrees to sell, transfer, and convey to City, and City agrees to purchase and acquire from Seller, the Property on all of the terms and conditions of this Agreement.

Section 2. PURCHASE PRICE.

The purchase price for the Property ("Purchase Price") shall be Seven Hundred Fifty Thousand Dollars ($750,000,000) and shall be payable as follows:

2.1 Deposit. Within three (3) Business Days following the "Opening of Escrow" (as hereinafter defined), City shall deposit into "Escrow" (as hereinafter defined) the sum of Ten Thousand Dollars ($10,000) (which amount, together with any and all interest earned thereon, shall hereinafter be referred to as the "Deposit"). The Deposit shall be fully refundable through the Due Diligence Termination Date, as defined in Section 4.1.3. From and after the Due Diligence Termination Date, provided City does not elect to terminate this Agreement pursuant to the terms

of Section 4.1.3, the Deposit shall become non-refundable, except as specifically provided otherwise herein, and shall be credited against the Purchase Price at Closing.

2.1.1. Refund of Deposit. In the event that City delivers its Due Diligence Approval Notice, but subsequently elects to terminate this Agreement due to (a) Seller Default, as defined in Section 12.1 hereunder, (b) the occurrence of any other event which by the terms of this Agreement gives rise to City's right to terminate this Agreement and receive a refund of the Deposit, then, subject to the terms of Section 12.1, (i) the Deposit shall be returned by Escrow Agent to City, (ii) this Agreement and the Escrow shall terminate, and (iii) the Parties shall have no further obligation to one another with respect to this Agreement, except with respect to such provisions which by their terms survive the termination of this Agreement.

2.1.2. Interest. The Deposit and any other cash held by Escrow Agent for the benefit of City shall be held in a federally insured interest-bearing account, and the interest shall accrue to City's benefit.

2.1.3. Deposit of Balance. City shall, at least two (2) days prior to Closing (as defined in Section 7.1), deposit into Escrow the form of wire transfer, cash or a certified or bank cashier's check for immediately available funds, the amount of the Purchase Price less the Deposit, plus City's closing costs and City's share of any prorations to be made in accordance with this Agreement.

2.1.4. Independent Consideration. Concurrently with City's execution of this Agreement, City shall pay to Seller an amount equal to One Hundred and 00/100 Dollars ($100.00) as independent consideration for Seller's performance under the Agreement (the "Independent Consideration"), in addition to the Deposit and the Purchase Price. The Independent Consideration shall be delivered to Escrow Agent (defined below) with the Deposit in accordance with Section 2.1. The Independent Consideration is independent of any other consideration provided hereunder, shall be fully earned by Seller upon execution and delivery of this Agreement, and is not refundable under any circumstances. City and Seller expressly acknowledge and agree that: (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of the Agreement and for City's review, inspection, and termination rights during the Due Diligence Period set forth in Section 4.1.2; and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

Section 3. ESCROW.

3.1 Opening of Escrow. City and Seller shall cause an escrow ("Escrow") to be opened with First American Title Company located at 901 Via Piemonte, Suite 150, Ontario, CA 91764, Attention: Kelly Simoneau, ksimoneau@firstam.com ("Escrow Agent"), by delivery to Escrow Agent of a fully executed copy of this Agreement. Escrow Agent shall promptly deliver to City and Seller written confirmation of the date of the "Opening of Escrow." As used in this Agreement, the term "Opening of Escrow" means the day on which Escrow Agent receives a fully executed copy of this Agreement and has notified each Party in writing of such receipt and the specific date of the Opening of Escrow.

3.2 Escrow Instructions. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the Parties relating to the purchase and sale of the

Property. If any other printed escrow instructions are requested of the Parties and the terms thereof conflict or are inconsistent with any provision of this Agreement or any deed, instrument, or document executed or delivered in connection with the transaction contemplated hereby, the provisions of this Agreement, or such deed, instrument or document, shall control. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as provided this Agreement.

3.3 Termination/Cancellation. Upon any termination or cancellation (the terms being used interchangeably in this Agreement) of this Agreement by either of the Parties, (i) the Deposit shall be delivered to the Party that this Agreement specifies is entitled to the same; (ii) all documents, instruments, and funds delivered into Escrow shall be returned to the Party that delivered the same into Escrow, and (iii) the Parties shall thereafter be relieved from further liability under this Agreement, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement. A copy of any notice of termination allowed under this Agreement shall be sent to Escrow Agent by the Party electing to terminate.

Section 4. ACTIONS PENDING CLOSING.

4.1 Due Diligence.

4.1.1 Property Materials.

4.1.1.1 On or before 5:00 p.m. on the fifth (5th) Business Day following the Opening of Escrow, Seller shall, at Seller's sole cost and expense, to the extent within the Seller's possession, provide to City and City's counsel complete copies of all of the documents (collectively, the "Property Materials") itemized on Exhibit "C," if any, attached to this Agreement.

4.1.1.2 Seller shall promptly furnish to City for its review (i) the items itemized on Exhibit "C", if any, or items similar thereto that may come into Seller's possession or control from and after the Effective Date of this Agreement, and (ii) any additional documents and information in the possession or control of Seller reasonably requested in writing by City.

4.1.2 City's Due Diligence Tests.

4.1.2.1 For the period of forty five (45) days from the Effective Date of this Agreement, City and its employees, agents, consultants, and contractors shall be entitled, at City's sole cost and expense, to: (i) enter onto the Property to perform any inspections, investigations, studies, and tests of the Property (including, without limitation, physical, engineering, soils, geotechnical, and environmental tests such as Phase I Environmental Assessment, and an ALTA Survey) that City deems reasonable; (ii) review all Property Materials; and (iii) investigate such other matters pertaining to the Property as City may desire (collectively, the "Due Diligence Period"). Notwithstanding the foregoing, City shall not conduct any invasive testing on the Property without the prior consent of Seller, which shall not be unreasonably withheld, delayed (specifically, Seller shall respond to City's request to conduct such testing not

more than forty-eight (48) hours after written notice by City to Seller), or conditioned. Any entry by City onto the Property shall be subject to, and conducted in accordance with, all applicable laws.

4.1.2.2 City shall keep the Property free and clean of any mechanics' liens and indemnify, protect, defend, and hold Seller harmless from and against any and all claims (including, without limitation, claims for mechanic's liens or materialman's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees, charges, and disbursements) (collectively, "Claims") in connection with or arising out of the negligent or intentional acts of City or City's agents in conducting inspections of the Property pursuant to the terms of this Agreement, provided, however, that City shall have no responsibility or liability for (i) the negligence or willful misconduct of Seller; (ii) any adverse condition or defect on or affecting the Property not caused by City or its employees, agents, consultants, or contractors but merely discovered during their inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance (as defined in this Agreement); and/or (iii) the results or findings of any inspection except with respect to events or circumstances caused by City or its employees, agents, consultants, or contractors.

4.1.2.3 Upon completion of City's inspections, City shall promptly repair any material damage to the Property caused by its entry and restore the Property to substantially the same conditions which existed prior to City's entry under this Section 4.1.2, ordinary wear and tear excepted.

4.1.2.4 The provisions of this Section 4.1.2 shall survive the Closing or the earlier termination of this Agreement.

4.1.3 City's Termination Right. City shall have the right at any time on or before 5:00 p.m. on the forty fifth (45th) day after the Opening of Escrow (the "Due Diligence Termination Date") to terminate this Agreement by delivering a written notice of such termination to Seller and Escrow Agent if City determines, in its sole and absolute discretion, that the Property is not acceptable to City for any reason. City shall indicate its satisfaction and/or waiver of the Due Diligence condition described in this Section 4.1 by delivering written notice of such satisfaction and/or waiver ("Due Diligence Approval Notice") to Seller and Escrow Agent on or prior to the Due Diligence Termination Date. If City fails to timely deliver a Due Diligence Approval Notice, then this Agreement and the Escrow shall be automatically deemed terminated. If this Agreement is terminated in accordance with this Section, then the Deposit shall be immediately returned to City and the Parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement.

4.2 Title.

4.2.1 Deliveries by Seller. On or before 5:00 p.m. on the fifth (5th) Business Day after the Opening of Escrow, Seller shall cause First American Title Company ("Title Insurer") to issue and deliver to City, at City's sole cost and expense, (i) a current commitment for an ALTA extended coverage Owner's Policy of Title Insurance for the Property (the "Title

Report") and (ii) copies of all documents referenced as exceptions in the Title Report (collectively with the Title Report, the "Title Documents").

4.2.2 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "Monetary Liens"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith). For avoidance of doubt, Monetary Liens shall be deemed to be objected to, irrespective of their inclusion in City's Title Objection Letter, and in no event shall a Monetary Lien constitute a Permitted Exception hereunder.

4.2.3 City's Review of Title. City shall have until 15 Business Days prior to the expiration of the Due Diligence Termination Date to notify Seller in writing of any objection that City may have to any matters reported or shown in any survey or the Title Documents or any amendments or updates thereof ("City's Title Objection Letter") (provided, however, that if any such amendments or updates are received by City after or within five (5) Business Days before the Due Diligence Termination Date, City shall have five (5) Business Days following City's receipt of such amendment or update and copies of all documents referenced in the Title Documents to notify Seller of objections to matters shown on any such amendment or update that were not disclosed on the previously delivered survey or Title Documents and the Due Diligence Termination Date or Closing Date, as applicable, shall automatically be extended as necessary to facilitate such notice period and any subsequent periods for Seller's response and City's election as provided in subsections (i) and (ii), below). Except with respect to Monetary Liens, matters shown as exceptions to coverage in the Title Report (or any amendments or updates thereof) that are not timely objected to by City as provided above shall constitute "Permitted Exceptions." Seller shall cooperate, at no cost to Seller, with City to eliminate matters objected to by City, but, except with respect to Monetary Liens and as set forth in the last sentence of this Section 4.2.1, Seller shall have no obligation to cure or correct any matter objected to by City. On or before the fifth (5th) Business Day following Seller's receipt of City's Title Objection Letter, Seller may elect, by delivering written notice of such election to City and Escrow Agent ("Seller's Response"), to cause Title Insurer to remove or insure over (a "Corrective Endorsement") any matters objected to in City's Title Objection Letter. If Seller fails to deliver Seller's Response within the period set forth above, it shall be deemed an election by Seller not to cause Title Insurer to so remove or insure over such objections. If Seller elects or is deemed to have elected not to cause Title Insurer to so remove or insure, or if City determines, in its sole discretion, that any proposed endorsement for or insurance over an objected matter is unsatisfactory, then City may elect, by delivering written notice of such election to Seller and Escrow Agent on or before the earlier to occur of (i) the fifth (5th) Business Day following City's receipt of Seller's Response or (ii) if no Seller's Response is received by City, the fifth (5th) Business Day following the date on which Seller shall have been deemed to have responded, as provided above, to: (i) terminate this Agreement, in which case the Deposit, to the extent previously deposited in Escrow, shall be immediately returned to City; or (ii) proceed with this transaction, in which event those objected to exceptions or matters that Seller has not elected to cause Title Insurer to so remove or insure, other than Monetary Liens, shall be deemed to be Permitted Exceptions. If City fails to make such election on a timely basis, then City

shall be deemed to have elected to terminate this Agreement in accordance with the preceding clause (i). Notwithstanding anything else stated in this Agreement, in all events, regardless of whether City has given notice of objection as stated above, Seller shall be obligated to satisfy and otherwise remove all Monetary Liens and City need not object to any such matters, it being understood that all such Monetary Liens shall be deemed disapproved and in no event shall be treated as Permitted Encumbrances. Seller agrees not to cause or create any additional encumbrances or other matters affecting title to the Property to be incurred following the Effective Date that are not satisfied or otherwise removed on or before the Closing Date as contemplated above.

4.2.4 Condition of Title at Closing. Upon the Closing, Seller shall sell, transfer, and convey to City fee simple title to the Property by a duly executed and acknowledged grant deed in the form of Exhibit "A" attached hereto (the "Grant Deed"), subject only to the Permitted Exceptions.

Section 5. DESCRIPTION OF PROPERTY.

5.1 The Property. As used in this Agreement, the term "Property" shall mean, collectively, all of Seller's right, title, and interest in and to: (a) all buildings and related improvements on the Property ("Improvements"); and (b) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Property, including, without limitation, all (i) development rights and credits, air rights, water, water rights, and water stock exclusively relating to the Property, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Property, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Property.

Section 6. CONDITIONS TO CLOSING.

6.1 City's Closing Conditions. The obligation of City to complete the transaction contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by Seller at the Closing) ("City's Closing Conditions"), which conditions may be waived, or the time for satisfaction of such conditions extended, by City only in a writing executed by City:

6.1.1 Title. Title Insurer shall be irrevocably and unconditionally prepared and committed to issue to City (with an effective date not earlier than the Closing Date), an ALTA extended coverage owner's policy of title insurance ("ALTA Extended Policy") in favor of City for the Property (i) showing fee title to the Property vested in City, (ii) with liability coverage in an amount equal to the Purchase Price, (iii) with those endorsements reasonably requested by City, and (iv) containing no exceptions other than the Permitted Exceptions ("Owner's Title Policy"). City shall pay any difference in the cost of the premium for a standard ALTA owner's policy of title insurance without endorsements (except for the cost of any Corrective Endorsements) and the ALTA Extended Policy with any endorsements requested by City. If a new or updated survey is required to enable the Title Company to issue the ALTA Extended Policy, City shall obtain the same, at its sole cost and expense, in a timely manner so as to facilitate the issuance of the ALTA Extended Policy upon the Close of Escrow.

6.1.2 Seller's Due Performance. All of the representations and warranties of Seller set forth in Section 8 shall be true, correct, and complete in all material respects as of the Closing Date, and Seller, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Seller to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

6.1.3 Physical Condition of Property. The physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date, except for reasonable wear and tear and any damages due solely to any act of City or City's representatives.

6.1.4 Bankruptcy. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or levy shall have attached to or been issued with respect to Seller's interest in the Property or any portion thereof.

6.1.5 Possession. Upon the Close of Escrow, Seller shall deliver exclusive possession of the Property to City subject only to the Parking Agreements (as defined in Section 8.2 below) and the Permitted Exceptions.

6.2 Seller's Closing Conditions. All of the representations and warranties of City set forth in Section 9 shall be true, correct, and complete as of the Closing Date, and City, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of City to be complied with or performed pursuant to the terms of this Agreement on, or prior to, the Closing.

Section 7. CLOSING.

7.1 Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on or before that date ("Closing Date") which is the tenth (10th) day after the expiration date of the Due Diligence Period, as such period may be extended. As used in this Agreement, the "Closing" shall mean the recordation of the Grant Deed in the Official Records.

7.2 Deliveries by Seller. On or before the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate, acknowledged, and, if applicable, in proper form for recording:

7.2.1 Grant Deed. The Grant Deed conveying the Property to City;

7.2.2 Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as Exhibit "B" ("Non-Foreign Affidavit");

7.2.3 State Affidavit. A California Franchise Tax Board Form 593-C ("State Affidavit");

7.2.4 Owner's Affidavit. An owner's affidavit or Seller's certificate duly executed by Seller in the form customarily accepted by title insurance companies and in form reasonably acceptable to Seller in the county of San Bernardino, in connection with the issuance

of title insurance, to remove standard exceptions for mechanics liens, the gap period from the latest title update of City's title insurance commitment and parties in possession;

7.2.5 Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer or Escrow Agent; and

7.2.6 Intentionally Deleted.

7.2.7 Other. Such other items, documents, and instruments as may be reasonably required by City, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement.

7.2.8 Intentionally Deleted.

7.3 Deliveries by City. On or before the Closing Date, City, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following funds and the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording.

7.3.1 Purchase Price. Cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price (less the Deposit) and all of City's share of the Closing Costs (as defined below) and otherwise sufficient to close the transaction contemplated in this Agreement.

7.3.2 Proof of Authority. Such proof of City's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of City to act for and bind City as may be reasonably required by Title Insurer or Escrow Agent.

7.3.3 Intentionally Deleted.

7.3.4 Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by City at the Closing pursuant to this Agreement.

7.4 Actions by Escrow Agent. Provided that Escrow Agent shall not have received written notice from City or Seller of the failure of any condition to the Closing or of the termination of the Escrow and this Agreement, when City and Seller have deposited into Escrow the documents and funds required by this Agreement and Title Insurer is irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy in accordance with the terms of this Agreement, Escrow Agent shall, in the order and manner indicated in this Agreement below, take the following actions:

7.4.1 Recording. Cause the Grant Deed and any other documents customarily recorded and/or that the Parties may mutually direct to be recorded in the Official Records and obtain conformed copies of such items for distribution to City and Seller.

7.4.2 Funds. Disburse all funds as follows:

7.4.2.1 Pursuant to the Closing Statement (as defined below), retain for Escrow Agent's own account all escrow fees and costs, disburse to Title Insurer the fees and expenses incurred in connection with the issuance of the Owner's Title Policy, and disburse to any other persons or entities entitled to receive such fees and costs the amount of any other Closing Costs;

7.4.2.2 Disburse to Seller an amount equal to the Purchase Price, less or plus the net debit or credit to Seller by reason of the prorations and allocations of Closing Costs provided for in this Agreement; and

7.4.2.3 Disburse to the Party who deposited the same any remaining funds in the possession of Escrow Agent after the payments pursuant to Sections 7.4.2.1 and 7.4.2.2 above have been completed.

7.4.3 Delivery of Documents. Deliver: (i) to Seller, one original of all documents deposited into Escrow (other than the Grant Deed, the other documents recorded pursuant to the terms of this Agreement, the Non-Foreign Affidavit, the State Affidavit and the General Assignment), one copy of the Non-Foreign Affidavit, the State Affidavit and the General Assignment, and one conformed copy of each document recorded pursuant to the terms of this Agreement; and (ii) to City, one original of all documents deposited into Escrow (other than the Grant Deed and the other documents recorded pursuant to the terms of this Agreement, but including, without limitation, the Non-Foreign Affidavit and the State Affidavit), and the one conformed copy of each document recorded pursuant to the terms of this Agreement. Originals of any documents recorded at Closing shall be delivered after such recording as indicated thereon.

7.4.4 Owner's Title Policy. Cause Title Insurer to issue or be irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy to City.

7.5 Prorations/Apportionment.

7.5.1 Taxes. General real estate taxes, water or sewer rates and charges (if not metered), personal property taxes, or any other governmental tax or charge levied or assessed against the Property (collectively, the "**Taxes**"), relating to the Property and payable during the year in which Closing occurs shall not be prorated between Seller and City in Escrow. Upon recordation of the Grant Deed, City will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay through Escrow or out of Seller's proceeds, the full amount of the installment applicable for the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax

assessment by the county assessor. Seller retains the right, following close of escrow, to apply to the appropriate governmental authority/ies for refund of real property taxes pursuant to Revenue and Taxation Code Section 5096.7 (or such other applicable law), and City shall reasonably cooperate with Seller's efforts to obtain said refund.

7.5.2 Utility Costs and Deposits. All water, gas, electric and other utility contracts associated with the Property (if any) shall be prorated as of the Close of Escrow.

7.5.3 Method of Proration. All prorations shall be made as of the Closing Date on the basis of the actual days of the month in which the Close of Escrow occurs. The Closing Date shall be an income and expense day for City. Seller shall be responsible for all expenses of the Property applicable to the period prior to the Close of Escrow and City shall be responsible for all expenses applicable to the period from and after the Close of Escrow.

7.5.4 Survival. The obligations under this Section 7.5 shall survive the Closing and the delivery and recordation of the Grant Deed for the Property.

7.6 Closing Costs. Each Party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs ("Closing Costs"), which shall be allocated between the Parties as follows:

7.6.1 Escrow Agent's escrow fees and costs shall be shared equally by City and Seller;

7.6.2 The cost of the Owner's Title Policy attributable to the standard coverage portion and any Corrective Endorsements shall be paid by Seller;

7.6.3 The cost of the Owner's Title Policy attributable to the extended coverage portion and any endorsements shall be paid by City;

7.6.4 The cost of any items required to be provided by Seller pursuant to Section 4.2.1, shall be paid by Seller, and the costs of any other endorsements to the Owner's Title Policy (except for Corrective Endorsements) shall be paid by City;

7.6.5 Seller shall pay the cost of any documentary transfer taxes in connection with the recording of the Grant Deed;

7.6.6 Seller shall pay all costs for recording the Grant Deed including, without limitation any charges or costs of Escrow Agent in connection therewith; and

7.6.7 All other closing fees and costs shall be charged to and paid by City.

7.7 Closing Statement. Three (3) Business Days prior to the Closing Date, Escrow Agent shall deliver to each of the Parties for their review and approval a preliminary closing statement ("Preliminary Closing Statement") setting forth: (i) the proration amounts allocable to each of the Parties pursuant to Section 7.5; and (ii) the Closing Costs allocable to each of the Parties pursuant to Section 7.6. Based on each of the Party's comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and

deliver a final, signed version of a closing statement to each of the Parties at the Closing ("Closing Statement").

7.8 Deliveries Outside of Escrow. Upon the Closing, Seller shall deliver exclusive possession of the Property to City, in accordance with Section 6.1.5 of this Agreement. Effective immediately upon the Closing, any personal property remaining on the Property shall be deemed abandoned and may be removed and disposed of by City at its sole cost and expense. This Section 7.8 shall survive the Closing.

Section 8. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES. Seller represents, and warrants to and agrees with City, as of the Agreement Date and as of the Closing Date, as follows:

8.1 Seller's Authority; Validity of Agreements. Seller has full right, power, and authority to sell the Property to City as provided in this Agreement and to carry out its obligations under this Agreement. The individuals executing this Agreement and the instruments referenced in this Agreement on behalf of Seller has/have the legal power, right, and actual authority to bind Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Seller in connection with this Agreement shall be, duly authorized, executed, and delivered by Seller and the valid, binding, and enforceable obligations of Seller (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Seller or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Seller or the Property.

8.2 No Third-Party Rights. There are no leases or occupancy agreements that grant third parties any possessory or rights to use all or any part of the Property, except for any oral or written agreements by Seller pertaining to the use of the Property for surface parking (each, a "Parking Agreement" and collectively, the "Parking Agreements"). No later than thirty (30) days prior to the Closing Date, Seller shall deliver termination notices to all licensees and/or occupants under the Parking Agreements giving such occupants thirty (30) days from the date of the notice to surrender possession of the licensed Property.

8.3 Litigation; Bankruptcy. To Seller's knowledge, Seller has not received written notice that Seller is, nor to Seller's knowledge is Seller, now a party to any litigation, arbitration, or other proceedings with respect to the Property. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or, to Seller's current actual knowledge, suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets or (v) admitted in writing its inability to pay its debts as they come due.

8.4 No Violations of Environmental Laws. To Seller's knowledge, except as my otherwise be disclosed in the Property Materials, Seller has not received written notice that there exists or has existed any generation, production, location, transportation, storage, treatment,

discharge, disposal, release or threatened release of Hazardous Substances upon, under or about the Property in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws"). For purpose of this Agreement, the term "Hazardous Substance" shall include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws.

8.5 Intentionally Deleted.

8.6 Intentionally Deleted.

8.7 Intentionally Deleted.

8.8 Survival. All of the representations, warranties, and agreements of Seller set forth in this Agreement shall be true upon the Effective Date of this Agreement, shall be deemed to be repeated at and as of the Closing Date, and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, Seller shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Seller's representations or warranties to become untrue. If any representation or warranty of Seller was true as of the Effective Date of this Agreement, but is not true as of the Closing Date, then Seller shall disclose this changed fact to City in writing. So long as Seller makes the foregoing disclosure and the change of circumstances regarding the representation or warranty did not arise due to the fault of Seller, then Seller shall not be in breach of this Agreement due to the fact that the representation or warranty has become untrue as of the Closing Date; provided, however, the fact that any representation or warranty under this Section 8 is untrue as of the Closing Date shall still be a failure of a condition pursuant to Section 6.1.2.

Section 9. CITY'S REPRESENTATIONS AND WARRANTIES. City represents and warrants to Seller, as of the Agreement Date and as of the Closing Date, as follows:

9.1 City's Authority; Validity of Agreements. City has full right, power, and authority to purchase and acquire the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individuals executing this Agreement and the instruments referenced in this Agreement on behalf of City has/have the legal power, right, and actual authority to bind City to the terms of this Agreement and such instruments and documents. This Agreement is, and all other instruments, documents, and agreements to be executed and delivered by City in connection with this Agreement shall be, duly authorized, executed, and delivered by City and the valid, binding, and enforceable obligations of City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, violate any provision of any law, statute, ordinance, rule, regulation, agreement or judicial order to which City is a Party or to which City is subject.

9.2 Survival. All of the representations, warranties, and agreements of City set forth in this Agreement shall be true upon the Effective Date of this Agreement, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, City shall not take

any action, fail to take any required action, or willfully allow or consent to any action that would cause any of City's representations or warranties to become untrue.

Section 10. AS-IS. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS," AND (B) BUYER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER OR ANY SELLER PARTY AS TO ANY MATTER CONCERNING OR RELATING TO THE PROPERTY, OR SET FORTH, CONTAINED OR ADDRESSED IN THE PROPERTY MATERIALS (INCLUDING WITHOUT LIMITATION, THE COMPLETENESS THEREOF), INCLUDING WITHOUT LIMITATION AS TO: (I) THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, FITNESS, USE, OPERATION, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT OR PORTION THEREOF (INCLUDING WITHOUT LIMITATION APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES, ELECTRICAL, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, SOILS, GEOLOGY AND GROUNDWATER); (II) THE DIMENSIONS OR LOT SIZE OF THE REAL PROPERTY; (III) THE DEVELOPMENT OR INCOME POTENTIAL, OR RIGHTS OF OR RELATING TO, THE PROPERTY, OR THE SUITABILITY, VALUE, ADEQUACY, OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (IV) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (V) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT); (VI) THE ABILITY OF BUYER TO OBTAIN ANY NECESSARY GOVERNMENTAL APPROVALS, LICENSES OR PERMITS FOR THE CURRENT USE OR BUYER'S INTENDED USE, DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY; (VII) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES OR OTHER HAZARDOUS CONDITIONS ON, IN, UNDER, ABOVE OR ABOUT THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTIES; (VIII) THE QUALITY OF ANY LABOR OR MATERIALS USED IN ANY IMPROVEMENTS; (IX) THE CONDITION OF TITLE TO THE PROPERTY; (X) ANY LEASES OR ANY CONTRACTS OR OTHER AGREEMENTS AFFECTING THE PROPERTY OR THE INTENTIONS OF ANY PERSON WITH RESPECT TO THE NEGOTIATION AND/OR EXECUTION OF ANY LEASES, CONTRACTS OR AGREEMENTS WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF; OR (XI) THE ECONOMICS OF, OR THE INCOME AND EXPENSES, REVENUE OR EXPENSE PROJECTIONS OR OTHER FINANCIAL MATTERS RELATING TO, THE OWNERSHIP OR OPERATION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF SELLER, ANY OTHER SELLER PARTY, OR ANY AGENT OR BROKER OF SELLER,

WHETHER IMPLIED, PRESUMED OR EXPRESSLY PROVIDED AT LAW OR OTHERWISE, OR ARISING BY VIRTUE OF ANY STATUTE, COMMON LAW OR OTHER RIGHT OR REMEDY IN FAVOR OF BUYER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER IS UNDER NO DUTY TO MAKE ANY INQUIRY REGARDING ANY MATTER THAT MAY OR MAY NOT BE KNOWN TO SELLER, ANY OTHER SELLER PARTY, OR ANY OTHER AGENT OR BROKER OF SELLER.

IF BUYER PURCHASES THE PROPERTY, ANY REPORTS, REPAIRS OR WORK REQUIRED OF OR BY BUYER ARE THE SOLE RESPONSIBILITY OF BUYER, AND BUYER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF SELLER EITHER BEFORE OR AFTER CLOSING TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY OR TO CURE ANY VIOLATIONS OF LAW OR TO COMPLY WITH THE REQUIREMENTS OF ANY INSURER OR GOVERNMENTAL AUTHORITY. BUYER IS SOLELY RESPONSIBLE FOR OBTAINING THE ISSUANCE OR RE-ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER APPROVAL OR PERMIT NECESSARY FOR TRANSFER OR OCCUPANCY OF THE PROPERTY OR ANY PORTION THEREOF AND FOR ANY IMPROVEMENTS, REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT BUYER'S SOLE COST AND EXPENSE.

THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

Section 11. RISK OF LOSS.

11.1 Condemnation. If, prior to any Closing, all or any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall promptly notify City in writing of such fact. If the condemnation or eminent domain will result in a "material and adverse effect" (defined below), City shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of such notice from Seller, in which event the Deposit shall be returned to City. Notwithstanding the foregoing, City's failure to provide written notice of City's election to terminate within such ten (10) Business Day period shall be deemed City's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, City shall have the right to participate in any proceedings and negotiations with respect to the taking and any transfer in lieu of taking (and Seller shall not consummate any transfer in lieu of taking without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed). If City waives the right to terminate this Agreement and elects to proceed with the Closing, then (i) Seller, at, and as a condition precedent to City's obligation to proceed with, the Closing, must: pay to City (or direct Escrow Agent to credit City against the Purchase Price for) the amount of all awards for the taking (and any consideration for any transfer in lieu of taking) actually received by Seller; and assign to City by written instrument reasonably satisfactory to City all rights or claims to any future awards for the taking (and any consideration for any transfer in lieu of taking); and (ii) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement. For purposes of this Section 11.1, "material and adverse effect" means a loss of access to a public street resulting from the condemnation or eminent domain action.

11.2 Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, contamination by hazardous materials or other casualty shall be borne and assumed by Seller. If, prior to the Closing, any portion of the Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, contamination by hazardous materials or other casualty, Seller shall promptly notify City in writing of such fact. If the cost to restore the Property to its condition as of the Effective Date exceeds ten percent (10%) of the Purchase Price, as reasonably estimated by City, then City shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of any such notice from Seller, in which event the Deposit shall be returned to City. Notwithstanding the foregoing, City's failure to provide written notice of City's election to terminate within such ten (10) Business Day period shall be deemed City's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, City shall have the right to participate in any adjustment of the insurance claim. If City waives the right to terminate this Agreement and elects to proceed with the Closing, then (i) Seller, at, and as a condition precedent to City's obligation to proceed with, the Closing, must either: pay to City (or direct Escrow Agent to credit City against the Purchase Price for) the amount of any insurance proceeds actually received by Seller plus the amount of any deductible under Seller's insurance; or if no insurance proceeds have been received by Seller, assign to City by written instrument reasonably satisfactory to City all rights or claims to the insurance proceeds and credit City against the Purchase Price for any deductible payable under Seller's insurance policy; and (ii) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

Section 12. REMEDIES.

12.1 Default by Seller. If Seller shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Seller's obligations under this Agreement at or prior to Closing, and if such failure continues without cure by Seller for five (5) Business Days after City provides Seller and Escrow Agent with written notice thereof (a "Seller Default"), then City may, as City's sole remedies for such failure, but without limiting City's right to recover attorneys' fees pursuant to Section 14.13 below: (i) waive the effect of such matter and proceed to consummate this transaction; (ii) cancel this Agreement and receive a full refund of the Deposit; or (iii) bring an action against Seller for specific performance to compel Seller to convey the Property to City as required under this Agreement, provided that such action for specific performance is brought within ninety (90) days of the events or circumstances giving rise to the claim for specific performance. In no event shall Seller be liable for incidental, consequential damages, or for punitive damages.

12.2 Default by City. IF CITY FAILS TO CLOSE THE ESCROW ON THE PURCHASE OF THE PROPERTY AS SET FORTH IN THIS AGREEMENT BECAUSE OF BUYER'S DEFAULT, THE PARTIES AGREE THAT SELLER MAY TERMINATE THIS AGREEMENT IN WHICH EVENT SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER AND SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE DEPOSIT, WHICH THE PARTIES AGREE IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES EXISTING ON THE AGREEMENT DATE, INCLUDING THE DIFFICULTY OR IMPRACTICALITY OF DETERMINING THE ACTUAL DAMAGES TO SELLER. SUCH LIQUIDATED DAMAGES

SHALL BE SELLER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT, AND SELLER SHALL ACCEPT SAID LIQUIDATED DAMAGES IN PLACE OF ANY OTHER RIGHTS OR REMEDIES IT MAY HAVE AGAINST BUYER INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO SPECIFIC PERFORMANCE OR OTHER DAMAGES, INCLUDING ATTORNEYS' FEES. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL NOT APPLY TO ANY SURVIVING INDEMNITIES OR OTHER OBLIGATIONS WHICH SURVIVE TERMINATION, NOR SHALL THIS SECTION LIMIT SELLER'S RIGHTS TO RECOVER ATTORNEYS' FEES AND COSTS PURSUANT TO THE TERMS HEREOF. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677.

Seller's Initials _____ City's Initials _____

Section 13. BROKERS. Seller shall be responsible for the costs of any brokerage fees associated with this transaction. Seller shall indemnify, defend, protect, and hold City harmless for, from, and against any and all Claims associated with brokerage fees by reason of any breach or inaccuracy of the representation, warranty, and agreement of Seller contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

Section 14. MISCELLANEOUS PROVISIONS.

14.1 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between City and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either Party by the other Party in connection with the subject matter hereof except as specifically set forth in this Agreement or in the documents delivered pursuant hereto or in connection herewith.

14.2 Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14.3 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To City: City of Redlands, a municipal corporation
P.O. Box 3005
35 Cajon Street, Suite 222

Redlands, CA 92373
Attention: Jeanne Donaldson, City Clerk
Telephone: (909) 798-7531
Email: jdonaldson@cityofredlands.org

With a copy to: Best Best & Krieger, LLP
P.O. Box 1028
Riverside, CA 92502
Attn: Scott Ditfurth & Todd Gee
Email: Scott.Ditfurth@bbklaw.com; Todd.Gee@bbklaw.com

To Seller: Redlands Community Investment Corporation
380 New York Street
Redlands, CA 92373
Attention: Donald J. Berry, Jr., Vice President
Telephone: (909) 369-2252
Email: dberry@esri.com

With a copy to: Kutak Rock LLP
8601 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85253
Attn: Arik J. Michelson and Alli H. Swenson
Email: arik.michelson@kutakrock.com;
allison.swenson@kutakrock.com

To Escrow Agent: First American Title Company
901 Via Piemonte, Suite 150
Ontario, CA 91764
Attention: Kelly Simoneau
Telephone: (909) 510-6206
Email: ksimoneau@firstam.com

Or to such other address or such other person as the addressee Party shall have last designated by Notice to the other Party and Escrow Agent. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, facsimile transmission (so long as confirmed by the appropriate automatic confirmation page), electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a Party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative facsimile number for which no Notice was given of a substitute number, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any Party may be given by legal counsel for such Party. Telephone numbers are provided in this Agreement for convenience only and shall not alter the manner of giving Notice set forth in this Section 14.3.

14.4 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 7.6 of this Agreement and of any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any Party hereto in connection with this Agreement shall be borne by such Party.

14.5 Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

14.6 Successors and Assigns. Neither Seller nor City shall assign its rights under this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any such assignment, no assignment shall relieve the assignor of any obligations or liability under this Agreement. Subject to the foregoing, all of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

14.7 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, including, without limitation, by .pdf scanned counterparts of any initialed or executed pages delivered via electronic mail, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

14.8 Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in San Bernardino County in any action related to or arising under this Agreement.

14.9 Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

14.10 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

14.11 Further Assurances. In addition to the actions recited in this Agreement and contemplated to be performed, executed, and/or delivered by Seller and City, during the term of this Agreement and after the Closing, Seller and City agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby. In furtherance of the foregoing, so long as City is not in default under the terms of this Agreement, Seller will cooperate, as reasonably needed, and at no cost to Seller, in City's due diligence review process, which shall include but not be limited to Seller's consent to City's unrestricted access to agencies, representatives, tenants, consultants and other parties familiar with the Property and the execution and delivery of such applications or other documents as reasonably requested by City.

14.12 Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the Party causing this Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review this Agreement and to have it reviewed by counsel. If any words or phrases in this Agreement have been stricken, whether or not replaced by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.

14.13 Attorneys' Fees. If either Party brings an action or proceeding against the other Party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing Party in such action or proceeding shall be awarded actual costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees (including fees for a Party's use of in-house counsel), charges, disbursements, and the fees and costs of expert witnesses. If any Party secures a judgment in any such action or proceeding, then any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment. This Section shall survive Closing and any earlier termination of this Agreement.

14.14 Business Days. As used in this Agreement, the term "Business Day" shall mean a day that is not a Saturday, Sunday, or legal holiday. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a Business Day on which Escrow Agent is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Agent is open for business to the public.

The Parties have executed this Agreement as of the day and year first written above.

CITY OF REDLANDS,
a municipal corporation

By: _____
Eddie Tejeda, Mayor

REDLANDS COMMUNITY
INVESTMENT CORPORATION,
a California corporation

By: _____

Its: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

ESCROW AGENT:

The undersigned Escrow Agent hereby accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions, agrees to act as Escrow Agent under this Agreement in strict accordance with its terms, agrees to insert as the "Agreement Date" on page 1 of this Agreement, if not otherwise dated, the latest date this Agreement was signed by Seller and City and delivered to Escrow Agent, and agrees to comply with the applicable provisions of the Internal Revenue Code with respect to the transactions contemplated hereby.

FIRST AMERICAN TITLE COMPANY

Date:_____

By:_____
Name: Kelly Simoneau
Title: Senior Commercial Escrow Officer

LIST OF EXHIBITS

EXHIBIT “A” GRANT DEED

EXHIBIT “B” NON-FOREIGN AFFIDAVIT

EXHIBIT “C” PROPERTY MATERIALS

EXHIBIT "A"

GRANT DEED

RECORDING REQUESTED BY:

_____

WHEN RECORDED MAIL TO:

City of Redlands
P.O. Box 3005
Redlands, California 92373
Attention: City Clerk

_____

(Space Above for Recorder's Use)

APN Numbers 0171-071-08-0000, 0171-088-06-0000, 0171-088-07-0000

GRANT DEED

The undersigned Grantor declares that Documentary Transfer Tax is not shown pursuant to Section 11922 of the California Revenue and Taxation Code, as amended.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, REDLANDS COMMUNITY INVESTMENT CORPORATION, a California corporation (the "Grantor"), hereby grants to CITY OF REDLANDS, a municipal corporation, the real property in the City of Redlands, County of San Bernardino, State of California, described in Exhibit "1" attached to and incorporated in this Agreement by this reference.

Subject to matters of record in the Official Records of San Bernardino County, California.

[signature page follows]

MAIL TAX STATEMENTS TO:
City of Redlands
P.O. Box 3005
Redlands, California 92373
Attention: City Clerk

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed as of _____, 2023.

GRANTOR:

REDLANDS COMMUNITY INVESTMENT CORPORATION, a California corporation

By:_____
Donald J. Berry, Jr. Vice President

FORM OF CERTIFICATE OF ACCEPTANCE

This is to Certify that the interest in real property conveyed by the Grant Deed dated _____, 2023, from Redlands Community Investment Corporation, a California corporation, to the City of Redlands, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Redlands pursuant to the authority conferred by Resolution No. 6756 of the City Council of the City of Redlands adopted on September 3, 2008 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

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

ATTEST:_____
Jeanne Donaldson, City Clerk

A notary public or other officer completing this certificate verified 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)
) ss.
COUNTY OF _____)

On _____, 2023, before me, _____,
Notary Public, personally appeared _____, 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.

_____
Notary Public
In and For Said County and State

EXHIBIT “1” TO GRANT DEED

LEGAL DESCRIPTION

APN 0171-071-08-0000

REDLANDS TOWN PLAT LOTS 8 9 AND 1O BLK 14 EX ST

APN 0171-088-06-0000

REDLANDS TOWN PLAT N 81 FT LOT 8 AND N 81 FT W 24 FT LOT 9 BLK 20

APN 0171-088-07-0000

REDLANDS TOWN PLAT N 81 FT W 18 FT LOT 1 AND N 81 FT E 16 FT LOT 9 BLK 20

Document No. _____

Recorded _____, 2023

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER (PURSUANT TO SECTION 11922 REVENUE AND TAXATION CODE)

TO: Recorder
County of San Bernardino

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act that the amount of the tax due not be shown on the original document which names:

Grantor: REDLANDS COMMUNITY INVESTMENT CORPORATION, a California corporation

Grantee: CITY OF REDLANDS, a municipal corporation

The property described in the accompanying document is located in the City of Redlands, County of San Bernardino.

The amount of tax due on the accompanying document is $_____, computed on the full value of the property conveyed.

(Signature of Grantor or Agent)

REDLANDS COMMUNITY INVESTMENT CORPORATION
a California corporation

By:_____

Note: After the permanent record is made, this form will be affixed to the conveying document and returned with it.

EXHIBIT "B"

NON-FOREIGN AFFIDAVIT

STATE OF _____)
) ss.
County of _____)

The undersigned, as authorized agent of REDLANDS COMMUNITY INVESTMENT CORPORATION, a California corporation ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform CITY OF REDLANDS, a municipal corporation, ("Transferee"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;

2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. taxpayer identification number is: _____;

4. Transferor's business address is: _____

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this Agreement could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

TRANSFEROR:

REDLANDS COMMUNITY
INVESTMENT CORPORATION
a California corporation

By:_____

A notary public or other officer completing this certificate verified 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)
) ss.
COUNTY OF _____)

On _____, 2023, before me, _____ _____, Notary Public, personally appeared _____ _____, 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.

_____
Notary Public
In and For Said County and State

EXHIBIT "C"
PROPERTY MATERIALS

To the extent applicable, Seller shall provide to City and City's counsel at Seller's sole cost and expense complete copies of all of the documents ("Property Materials") including, but not limited to:

1. Existing Leases or Rental Agreements (whether or not recorded) with any person or entity that relates to the Property.

2. Existing License Agreements or Easements (whether or not recorded) with any person or entity that relates to the Property.

3. Property Materials that may come into Seller's possession or control from and after the Effective Date of this Agreement.

4. Any additional documents and information in the possession or control of Seller reasonably requested in writing by City.

RESOLUTION NO. 1618

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS FINDING THAT THE POTENTIAL PURCHASE OF REAL PROPERTY BY THE CITY OF REDLANDS FOR FOUR PARCELS LOCATED AT 204 EAST REDLANDS BOULEVARD (APN: 0171-071-08-0000) AND 160 - 180 NINTH STREET (APNs: 0171-088-05-0000, 0171-088-06-0000, 0171-088-07-0000) WOULD BE IN CONFORMITY WITH THE REDLANDS GENERAL PLAN.

WHEREAS, the City of Redlands may purchase certain real property located at 204 East Redlands Boulevard (APN: 0171-071-08-0000) and 160 to 180 Ninth Street (APNs: 0171-088-05-0000, 0171-088-06-0000, and 0171-088-07-0000); and

WHEREAS, the subject property at 204 East Redlands Boulevard (APN: 0171-071-08-0000) is designated as Transit Village land use in the 2035 General Plan Land Use Map; and

WHEREAS, the subject properties located at 160 through 180 Ninth Street (APNs: 0171-088-05-0000, 0171-088-06-0000, and 0171-088-07-0000) are designated as Transit Village land use in the 2035 General Plan Land Use Map; and

WHEREAS, prior to sale or acquisition of real property by a local agency, California Government Code Section 65402 requires a finding of General Plan conformity by the Planning Commission as to the location, purpose, and extent of such sale or acquisition; and

WHEREAS, on April 11, 2023, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant concerning a General Plan conformity finding for the subject property; and

WHEREAS, a determination of General Plan conformity is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. There is no possibility that this determination may have a significant effect on the environment.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The determination of General Plan conformity for the potential purchase of four parcels is exempt from environmental review in accordance with CEQA Guidelines Section 15061(b)(3).

SECTION 2. GENERAL PLAN POLICIES. The purchase of the four parcels for use as public parking will implement or achieve the intent of the following 2035 General Plan policies.

Chapter 3. Prosperous Economy

Action 3.A-37: Ensure adequate parking Downtown and efficiency in traffic flow to enable the continued revitalization of the commercial core.

Chapter 4. Livable Community

Principle 4.P-56: Ensure that public facilities and services are provided in a timely manner to adequately serve new and existing development.

Chapter 5. Connected City

Principle 5-P.29: Ensure a balanced parking supply that adequately serves the community while employing strategies to reduce both the number of parking spaces needed, the area occupied by parking, and the number of vehicular trips needed within predominantly pedestrian oriented uses.

Action 5-A.70: Locate Downtown public parking to encourage a park once approach.

Action 5-A.73: Provide adequate parking availability Downtown for residents, commuters, visitors, and shoppers throughout the day.

SECTION 3. FINDING OF GENERAL PLAN CONFORMITY. The Planning Commission hereby finds that the purchase of four parcels located at 204 East Redlands Boulevard (APN: 0171-071-08-0000) and 160 through 180 Ninth Street (APNs: 0171-088-05-0000, 0171-088-06-0000, and 0171-088-07-0000) will be in conformance with Redlands General Plan.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 11th day of April, 2023.

Steven Frasher
Chair, Planning Commission

ATTEST:

Linda McCasland, Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 11th day of April, 2023, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0
ABSTAIN: 0

Linda McCasland, Secretary to the Planning Commission

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/5/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Land Acquisition	101300	8001		$ 750,000.00
			$	$ 750,000.00

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

JUSTIFICATION: Purchase of three parking lots in Downtown area utilizing the Parking Reserve (3302)
City Council 9/5/23

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **K. 2.**

DATE: 10/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 and determination that approval of the Amendment is not subject to environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that 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

2. I move to approve the First Amendment to the Mariposa Landscapes Inc. agreement.

RECOMMENDATION:

Staff recommends that the City Council approve a First Amendment to the Mariposa Landscape Inc. agreement for sports field maintenance services and determine that approval of the Amendment is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department coordinates the use of city sports fields for various sports, recreational activities, and programs. The City has a total of 19 recreational sports fields located within five of the city's parks. These parks include Crafton Park, Israel Beal Park, Redlands Sports Complex, Community Park, Brookside Park, and Texonia Park. City staff performs the routine maintenance and oversight of these park areas, in addition to utilizing outside contractual services on an as-needed basis. These additional outside services help ensure consistent maintenance, and also allow staff to focus on more specialized tasks within the city's park system.

On June 15, 2021, City Council adopted an Athletic Field Allocation Policy, pursuant to Resolution No 8210. The policy established a process for field space allocation based on priorities and objectives, such as safe, quality fields for use by Redlands residents; maximize playtime through efficient rescheduling; turf recovery periods to maintain safe quality fields; fair and equitable distribution of available fields; transparency and consistency in scheduling; communicate expectations for field use; and adequately fund field maintenance and long-term capital needs. Subsequently, after the adoption of the policy, City Council adopted Resolution No. 8257 on November 2, 2021, establishing field rental fees. The fees are intended to recover costs for field maintenance and further support city recreational programs. The fees adopted were based on existing agreements and the desire to maintain affordable options for residents.

On June 7, 2022, City Council approved a three-year contract with Mariposa Landscapes, Inc. for sports field maintenance. The sports fields included in the current agreement are Brookside Park, Texonia Park, Crafton Park, Israel Beal Park, and Community Park, Orangewood High School, and Clement Middle School. The original Agreement was for an amount not to exceed $925,894.38 or $308,631.46 annually. The cost to add the Redlands Sports Complex to their existing Mariposa Landscapes, Inc. contract is $119,750.04 annually.

Additionally, the original Agreement included Orangewood High School baseball fields and Clement Middle School football fields, which will be removed with this amendment. The result of these changes is a net increase of $73,484.46 over the remaining two years of the agreement for a total contract amount of $999,458.84. Furthermore, approval of this First Amendment is categorically exempt from environmental review in accordance with Section 15301, existing facilities. This section pertains to the maintenance of existing landscape facilities.

ALTERNATIVES:

City Council may elect not to approve the First Amendment to Mariposa Landscapes, Inc. contract and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority A, Objective 4: Enhance recreational program opportunities

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2023/2024
Revenue Generating:	Y
Appropriation Required Y/N:	No
Amount:	999,458.38
Budgeted Y/N:	Y
Account No.:	101303

Discussion:

The original Agreement was for an amount not to exceed $925,894.38 or $308,631.46 annually. The cost to add the Redlands Sports Complex to their existing Mariposa Landscapes, Inc. contract is $9,979.17 per month. Additionally, the original Agreement included Orangewood High School baseball fields and Clement Middle School football fields, which will be removed with this amendment. The net result of these changes is an increase in the total contract amount for Mariposa Landscapes, Inc. for the remainder of their current contract to $999,458.84, an increase of $73,564.46 over the remaining two years of the Agreement. The parks division budget has sufficient

funding for this amendment as approved by City Council during the fiscal year 2023-2024.

Attachments

Mariposa Landscapes, Inc. Contract

Mariposa Landscapes, Inc. First Amendment

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

This agreement for the provision of sports field maintenance ("Agreement") is made and entered in this 7th day of June, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Mariposa Landscapes, 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 sports field maintenance services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to

Labor Code section 1810.

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall commence on its Effective Date for one year (1) year "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Eight Thousand Six Hundred Thirty One Dollars and Forty Six Cents ($308,631.46) 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 Eight Thousand Six Hundred Thirty One Dollars and Forty Six Cents ($308,631.46) for the first Extended Term; and Three Hundred

Eight Thousand Six Hundred Thirty One Dollars and Forty Six Cents ($308,631.46) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Nine Hundred Twenty Five Thousand, Eight Hundred Ninety Four Dollars and Thirty Eight Cents ($925,894.38). 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	Terry Noriega, President Mariposa Landscapes, Inc. 6232 Santos Diaz Street Irwindale, CA 91702 kevin.coon@mariposa-ca.com 626-960-0196

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

MARIPOSA LANDSCAPES, INC.

By: _____
Terry Noriega, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On May 23, 2022 before me, Jennifer Ting, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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.

JENNIFER TING
Notary Public - California
Los Angeles County
Commission # 2389124
My Comm. Expires Jan 2, 2026

Signature _____ (Seal)

EXHIBIT "A"

SCOPE OF SERVICES

Various maintenance items are performed weekly, while other maintenance items are performed annually, semi-annually or 10 months per year, depending upon game schedules. The successful bidder will have ten (10) years of experience in maintaining similar sports fields, all personnel providing on-site services will be required to wear company uniform shirts and photo ID badges. Emergency Service response time must be no longer than 60 minutes from call to site arrival, and may occur from time to time.

Tasks such as field striping, field dragging and infield leveling may be required on Saturdays and Sundays, depending upon game schedules. A schedule will be provided to contractor prior to issuance of Purchase Order.

All equipment, vehicles, fuel fees, trip charges, labor and materials, etc. are to be supplied by contractor and included in bid pricing.

Irrigation repairs up to $500.00 shall be performed by the contractor (time and material). Contractor shall defer to city staff for irrigation repairs exceeded $500.00.

Pest control (gophers) and tree maintenance are not included in this Scope of Work. Please see definitions of service below.

PARK NAME	LOCATION	ACRES
Brookside Park	1631 Brookside Avenue	1.25
Texonia Park	1321 Texas Street	2.24
Crafton Park	1741 Independence Avenue	2
Israel Beal Park	140 W. Riverview Drive	1.42
Community Park	1535 N. Church Street	7.65
Orangewood Field	515 Texas Street	3.01
Clement Field	400 Block of San Bernardino Avenue	4.92

Executed in Duplicate (2) originals
Bond No. 72BSBIT5912
Premium: $1,543.00
Effective: 06/07/2022-06/07/2023

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Mariposa Landscapes, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated June 7, 2022, 20XX, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Written dollar amount Dollars ($ 308,631.46) 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 May 24, 2022.

(SEAL)
Mariposa Landscapes, Inc.
(Contractor)
(Signature)

(SEAL)
Hartford Fire Insurance Company
(Surety)
BY:
(Signature) MARY SMITH, Attorney-In-Fact

Address:
One Pointe Drive, 6th Floor
Brea, CA 92821

Telephone(714) 674-4599 Michael Slack

eal and Notarial Acknowledgment of
rety)

L:\ca\djm\Agreements\Mariposa Landscape Agreement.NPS-2.2.FY21-0123.docx.jn

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On May 24, 2022 before me, Emily Preciado, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mary Smith
Name(s) of Signer(s)

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

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 Emily Preciado
Signature of Notary Public

HMD1 EMILY PRECIADO COMMISSION #2328011 Notary Public - California LOS ANGELES COUNTY My Commission Expires MAY 11, 2024 HMD1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOLTON & COMPANY
Agency Code: 72-183250

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Steven L. Brockmeyer, Barbara Doerning, Emily Preciado, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 24, 2022.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On May 24, 2022 before me, Jennifer Ting, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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.

JENNIFER TING
Notary Public - California
Los Angeles County
Commission # 2389124
My Comm. Expires Jan 2, 2026

Signature _____ **(Seal)**

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")
SPORTS FIELD MAINTENANCE
FCS02232022KG

BASE BID A - IRRIGATION REPAIRS ALL PARKS

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per Hour	*C Total Price in Figures
A1	Irrigation Repair	100 Hours	$70.79	$7078.01

IRRIGATION REPAIRS – HOURLY RATE TO INCLUDE PARTS AND LABOR

Markup on Parts 15%

BASE BID B – BROOKSIDE PARK (1.25 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
B1	Turf Mowing, Edging, String Trimming and Blowing	40	$48.84	$1953.73
B2	Irrigation Test/Monitor	40	$32.50	$1300.00
B3	Field Striping (performed 10 months per year, 4 times per month)	40	$113.97	$4558.69
B4	Lighting Test/Monitor (once monthly)	12	$47.50	$570.00
B5	Fertilizing	2	$728.34	$1456.68
B6	Aerification	1	$427.30	$427.30
B7	Verti-cutting	1	$2504.43	$2504.43
B8	Thatching	1	$2504.43	$2504.43
B9	Over-seeding	1	$3043.46	$3043.46
B10	Top Dressing	1	$1846.23	$1846.23
***"A" x "B" = "C" TOTAL**				$20,124.95

SPORTS FIELD MAINTENANCE
FCS02232022KG

BASE BID C - TEXONIA PARK (2.24 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
C1	Turf Mowing, Edging, String Trimming and Blowing	40	$90.65	$3626.11
C2	Irrigation Test/Monitor	40	$32.50	$1300.00
C	Field Striping (performed 10 months per year, 4 times per month)	40	$211.52	$8460.93
C4	Lighting Test/Monitor (once monthly)	12	$87.50	$570.00
C5	Fertilizing	2	$1351.79	$2703.58
C6	Aerification	1	$0.0078475	$793.06
C7	Verti-cutting	1	$0.0459949	$4648.21
C8	Thatching	1	$0.0459949	$4648.21
C9	Over-seeding	1	$5648.66	$5648.66
C10	Top Dressing	1	$3426.60	$3426.60
***"A" x "B" = "C" TOTAL**				$35,825.36

SPORTS FIELD MAINTENANCE
FCS02232022KG

BASE BID D - CRAFTON PARK (2 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
D1	Turf Mowing, Edging, String Trimming and Blowing	40	$77.76	$3110.33
D2	Irrigation Test/Monitor	40	$32.50	$1300.00
D3	Field Striping (performed 10 months per year, 4 times per month)	40	$181.44	$7257.44
D4	Lighting Test/Monitor (once monthly)	12	$47.50	$570.00
D5	Fertilizing	2	$1159.51	$2319.02
D6	Aerification	1	$680.26	$680.26
D7	Verti-cutting	1	$3987.04	$3987.04
D8	Thatching	1	$3987.04	$3987.04
D9	Over-seeding	1	$3426.60	$3426.60
D10	Top Dressing	1	$2939.19	$2939.19
***"A" x "B" = "C" TOTAL**				$29,576.92

SPORTS FIELD MAINTENANCE
FCS02232022KG

BASE BID E - ISRAEL BEAL (1.42 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
E1	Turf Mowing, Edging, String Trimming and Blowing	40	$55.88	$2235.06
E2	Irrigation Test/Monitor	40	$32.50	$1300.00
E3	Field Striping/Infield Leveling/Dragging (performed 10 months per year, 4 times per month)	40	$130.38	$5215.14
E4	Lighting Test/Monitor (once monthly)	12	$47.50	$570.00
E5	Fertilizing	2	$833.22	$1666.44
E6	Aerification	1	$488.83	$488.83
E7	Verti-cutting	1	$2865.06	$2865.06
E8	Thatching	1	$2865.06	$2865.06
E9	Over-seeding	1	$3481.72	$3481.72
E10	Top Dressing	1	$2112.08	$2112.08
*"A" x "B" = "C" TOTAL				$22,799.39

SPORTS FIELD MAINTENANCE
FCS02232022KG

BASE BID F – COMMUNITY PARK (7.65 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
F1	Turf Mowing, Edging, String Trimming and Blowing	40	$241.48	$9659.22
F2	Irrigation Test/Monitor	40	$97.50	$3900.00
F3	Field Striping/Infield Leveling/Dragging (performed 10 months per year, 4 times per month)	40	$563.45	$22538.17
F4	Lighting Test/Monitor (once monthly)	12	$142.50	$1710.00
F5	Fertilizing	2	$3600.89	$7201.78
F6	Aerification	1	$2112.55	$2112.55
F7	Verti-cutting	1	$12381.88	$12381.88
F8	Thatching	1	$12381.88	$12381.88
F9	Over-seeding	1	$15046.85	$15046.85
F10	Top Dressing	1	$9127.74	$9127.74
***"A" x "B" = "C" TOTAL**				$96,060.07

SPORTS FIELD MAINTENANCE
FCS02232022KG

BASE BID G – ORANGEWOOD FIELDS (3.01 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
G1	Turf Mowing, Edging, String Trimming and Blowing	40	$89.48	$3579.22
G2	Irrigation Test/Monitor	40	$32.50	$1300.00
G3	Field Striping/Field Leveling/Dragging (performed 10 months per year, 4 times per month)	40	$208.79	$8351.52
G4	Lighting Test/Monitor (once monthly)	12	$47.50	$570.00
G5	Fertilizing	2	$1334.31	$2668.62
G6	Aerification	1	$782.81	$782.81
G7	Verti-cutting	1	$4588.11	$4588.11
G8	Thatching	1	$4588.11	$4588.11
G9	Over-seeding	1	$5575.61	$5575.61
G10	Top Dressing	1	$3382.29	$3382.29
***"A" x "B" = "C" TOTAL**				$35,386.29

SPORTS FIELD MAINTENANCE
FCS02232022KG

BASE BID H – CLEMENT FIELDS (4.92 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
H1	Turf Mowing, Edging, String Trimming and Blowing	40	$166.85	$6673.93
H2	Irrigation Test/Monitor	40	$65.00	$2600.00
H3	Field Striping/Infield Leveling (performed 10 months per year, 4 times per month)	40	$389.31	$15572.49
H4	Lighting Test/Monitor (once monthly)	12	$95.00	$1140.00
H6	Aerification	1	$1459.64	$1459.64
H7	Verti-cutting	1	$8555.12	$8555.12
H8	Thatching	1	$8555.12	$8555.12
H9	Over-seeding	1	$10396.45	$10396.45
H10	Top Dressing	1	$6306.71	$6306.71
***"A" x "B" = "C" TOTAL**				$61,259.46

SPORTS FIELD MAINTENANCE
FCS02232022KG

BID SUBTOTALS		
A	Irrigation Repairs	$ 7,078.01
B	Brookside Park	$20,164.95
C	Texonia Park	$35,825.36
D	Crafton Park	$29,576.92
E	Isreal Beal Park	$22,799.39
F	Community Park	$96,060.07
G	Orangewood Fields	$35,386.29
H	Clement Fields	$61,259.46

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.

MARIPOSA LANDSCAPES, INC.

By: _____
Terry Noriega, President

Date: 5/20/2022

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

This first amendment ("First Amendment") to the agreement for Sports Field Maintenance services ("Agreement"), dated June 7, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Mariposa Landscapes, Inc., a California corporation ("Contractor"), is made and entered into this 17th day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to add the Redlands Sports Complex location and remove Orangewood High School and Clement Middle school from the monthly sports field maintenance schedule.

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

AMENDMENT

Section 1. Section 5.1 of the Agreement, is hereby amended to read as follows:

The compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Eight Thousand Six Hundred Thirty-One Dollars and Forty-Six Cents ($308,631.46) 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 Forty-Five Thousand Three Hundred Seventy-Three Dollars and Sixty-Nine Cents ($345,373.69) for the first Extended Term; and Three Hundred Forty-Five Thousand Three Hundred Seventy-Three Dollars and Sixty-Nine Cents ($345,373.69) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Nine Hundred Ninety-Nine Thousand Three Hundred Seventy-Eight Dollars and Eighty-Four Cents ($999,378.84) 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" of the Agreement, entitled "Scope of Services," is hereby amended and replaced in its entirety with Exhibit "A" to this amendment attached hereto as Attachment 1.

Section 3. Exhibit "C" of the Agreement, entitled "Fee Schedule / Price and Fee Bid," is hereby amended and replaced in its entirety with Exhibit B to this amendment attached hereto as Attachment 2.

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 October 17, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

MARIPOSA LANDSCAPES, INC.

By: _____
Terry Noriega, President

ATTACHMENT 1

EXHIBIT "A"

SCOPE OF SERVICES

Various maintenance items are performed weekly, while other maintenance items are performed semi-annually or 10 months per year, depending upon game schedules. The successful bidder will have ten (10) years of experience in maintaining similar sports fields, all personnel providing on-site services will be required to wear company uniform shirts and photo ID badges. Emergency Service response time must be no longer than 60 minutes from call to site arrival and may occur from time to time.

Tasks such as field striping, field dragging and infield leveling may be required on Saturdays and Sundays, depending upon game schedules. A schedule will be provided to contractor prior to issuance of Purchase Order.

All equipment, vehicles, fuel fees, trip charges, labor and materials, etc. are to be supplied by contractor and included in bid pricing.

Irrigation repairs up to $500.00 shall be performed by the contractor (time and material). Contractor shall defer to city staff for irrigation repairs exceeding $500.00.

Pest control (gophers) and tree maintenance are not included in this Scope of Work. Please see definitions of service below:

PARK NAME	LOCATION	ACRES
Brookside Park	1631 Brookside Avenue	1.25
Texonia Park	1321 Texas Street	2.24
Crafton Park	1741 Independence Avenue	2
Israel Beal Park	140 W. Riverview Drive	1.42
Community Park	1535 N. Church Street	7.65
Redlands Sports Complex	1790 Dearborn Street	35

ATTACHMENT 2

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

SPORTS FIELD MAINTENANCE

IRRIGATION REPAIRS ALL PARKS

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per Hour	*C Total Price in Figures
A1	Irrigation Repair	300 Hours	$70.79	$21,237.00

IRRIGATION REPAIRS – HOURLY RATE TO INCLUDE PARTS AND LABOR
Markup on Parts 15%

BROOKSIDE PARK (1.25 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
B1	Turf Mowing, Edging, String Trimming and Blowing	40	$48.84	$1953.73
B2	Irrigation Test/Monitor	40	$32.50	$1300.00
B3	Field Striping (performed 10 months per year, 4 times per month)	40	$113.97	$4558.69
B4	Lighting Test/Monitor (once monthly)	12	$47.50	$570.00
B5	Fertilizing	2	$728.34	$1456.68
B6	Aerification	1	$427.30	$427.30
B7	Verti-cutting	1	$2504.43	$2504.43
B8	Thatching	1	$2504.43	$2504.43
B9	Over-seeding	1	$3043.46	$3043.46
B10	Top Dressing	1	$1846.23	$1846.23
***"A" x "B" = "C"** **TOTAL**				$20,124.95

TEXONIA PARK (2.24 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
C1	Turf Mowing, Edging, String Trimming and Blowing	40	$90.65	$3626.11
C2	Irrigation Test/Monitor	40	$32.50	$1300.00
C	Field Striping (performed 10 months per year, 4 times per month)	40	$211.52	$8460.93
C4	Lighting Test/Monitor (once monthly)	12	$87.50	$570.00
C5	Fertilizing	2	$1351.79	$2703.58
C6	Aerification	1	$0.0078475	$793.06
C7	Verti-cutting	1	$0.0459949	$4648.21
C8	Thatching	1	$0.0459949	$4648.21
C9	Over-seeding	1	$5648.66	$5648.66
C10	Top Dressing	1	$3426.60	$3426.60
***"A" x "B" = "C"** **TOTAL**				$35,825.36

CRAFTON PARK (2 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
D1	Turf Mowing, Edging, String Trimming and Blowing	40	$77.76	$3110.33
D2	Irrigation Test/Monitor	40	$32.50	$1300.00
D3	Field Striping (performed 10 months per year, 4 times per month)	40	$181.44	$7257.44
D4	Lighting Test/Monitor (once monthly)	12	$47.50	$570.00
D5	Fertilizing	2	$1159.51	$2319.02
D6	Aerification	1	$680.26	$680.26
D7	Verti-cutting	1	$3987.04	$3987.04
D8	Thatching	1	$3987.04	$3987.04
D9	Over-seeding	1	$3426.60	$3426.60
D10	Top Dressing	1	$2939.19	$2939.19
***"A" x "B" = "C"** **TOTAL**				$29,576.92

ISRAEL BEAL (1.42 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
E1	Turf Mowing, Edging, String Trimming and Blowing	40	$55.88	$2235.06
E2	Irrigation Test/Monitor	40	$32.50	$1300.00
E3	Field Striping/Infield Leveling/Dragging (performed 10 months per year, 4 times per month)	40	$130.38	$5215.14
E4	Lighting Test/Monitor (once monthly)	12	$47.50	$570.00
E5	Fertilizing	2	$833.22	$1666.44
E6	Aerification	1	$488.83	$488.83
E7	Verti-cutting	1	$2865.06	$2865.06
E8	Thatching	1	$2865.06	$2865.06
E9	Over-seeding	1	$3481.72	$3481.72
E10	Top Dressing	1	$2112.08	$2112.08
***"A" x "B" = "C"** **TOTAL**				$22,799.39

COMMUNITY PARK (7.65 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
F1	Turf Mowing, Edging, String Trimming and Blowing	40	$241.48	$9659.22
F2	Irrigation Test/Monitor	40	$97.50	$3900.00
F3	Field Striping/Infield Leveling/Dragging (performed 10 months per year, 4 times per month)	40	$563.45	$22538.17
F4	Lighting Test/Monitor (once monthly)	12	$142.50	$1710.00
F5	Fertilizing	2	$3600.89	$7201.78
F6	Aerification	1	$2112.55	$2112.55
F7	Verti-cutting	1	$12381.88	$12381.88
F8	Thatching	1	$12381.88	$12381.88
F9	Over-seeding	1	$15046.85	$15046.85
F10	Top Dressing	1	$9127.74	$9127.74
***"A" x "B" = "C"** **TOTAL**				$96,060.07

REDLANDS SPORTS COMPLEX (35 ACRES)

Item No.	Brief Description	*A Annual Quantity	*B Unit Price Per	*C Total Price in Figures
G1	Turf Mowing, Edging, String Trimming and Blowing	40	$1,890	$ 75,600.00
G2	Irrigation Test/Monitor	40	$65	$ 2,600.00
G3	Field Striping (performed 10 months per year, 4 times per month)	40	$540	$ 21,600.00
G4	Lighting Test/Monitor (once monthly)	12	$45	$ 540.00
G5	Fertilizing	2	$1,300	$ 2,600.00
G6	Aerification	1	$900	$ 900.00
G7	Herbicide/pesticide application	2	$970	$ 1,940.00
G8	Verti-cutting	1	$2,950	$ 2,950.00
G9	Thatching	1	$2,950	$ 2,950.00
G10	Over-seeding	1	$4,350	$ 4,350.00
G11	Top Dressing	1	$3,720	$ 3,720.00
"A" x "B" = "C" **TOTAL**				$119,750.00

LOCATION ANNUAL SUBTOTALS		
A	Irrigation Repairs	$21,237.00
B	Brookside Park	$20,124.95
C	Texonia Park	$35,825.36
D	Crafton Park	$29,576.92
E	Israel Beal Park	$22,799.39
F	Community Park	$96,060.07
G	Redlands Sports Complex	$119,750.00